



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: July 13, 2011
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: July 27, 2011
Phone: (305) 622-8000 **Fax:** (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

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

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

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
Regular City Council Minutes – June 22, 2011
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
 - F-1) Councilman Gilbert – Civil Air Patrol (“CAP”) (United Air Force Auxiliary)
 - F-2) Councilman Gilbert – Children’s Heart Gallery (Suzanne McDowell)

- F-3) Mayor Gibson – President Bermudez of the Miami Dade League of Cities
- F-4) Mayor Gibson – Dr. Robert L. Martin, PH.D- North Gardens High School,

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

- H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 18-297 OF THE CITY’S CODE OF ORDINANCES RELATING TO PARKS AND RECREATION DEPARTMENT EMPLOYEES AND VOLUNTEERS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE COUNCILMAN GILBERT)**

- H-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 2-443(a) OF ARTICLE V OF THE CODE OF ORDINANCES, RELATING TO QUALIFYING PERIODS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY CLERK)**

- H-3) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ARTICLE V, SECTION 2-446 OF THE CODE OF ORDINANCES, RELATING TO THE INSTALLATION OF NEWLY ELECTED OFFICIALS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY CLERK)**

- H-4) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 2-51(I) OF THE CODE OF ORDINANCES RELATING TO THE PROCESS FOR ESTABLISHING A CONSENT AGENDA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN**

OLIVER GILBERT, III)

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

I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 14, ARTICLE IX CREATING “DIVISION 1. GENERALLY”; CREATING “DIVISION 2. TETHERING OF CANINES”; RENUMBERING SECTIONS 14-588 THROUGH 14-594 TO SECTIONS 14-619 THROUGH 14-625; CREATING “DIVISION 3. REGULATING THE REMOVAL AND PROPER DISPOSAL OF ANIMAL FECAL MATTER ON PUBLIC AND PRIVATE PROPERTY”; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR. & COUNCILWOMAN LISA C. DAVIS)

I-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE III TO CREATE “DIVISION 10. FISHING AND GARDENING ADVISORY BOARD”; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)

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

J-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE FIVE (5) YEAR CONSOLIDATED PLAN AND SIXTH PROGRAM YEAR ANNUAL ACTION PLAN, ATTACHED HERETO AS EXHIBITS “A” AND “B” AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE PLANS TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR REVIEW AND APPROVAL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE (SPONSORED BY THE CITY MANAGER)

(K) CONSENT AGENDA

- K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING OCTOBER AS NATIONAL BULLYING PREVENTION MONTH; IMPLEMENTING AN ANTI-BULLYING CAMPAIGN IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.(SPONSORED BY COUNCILWOMAN DAVIS)**
- K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING COUNCILWOMAN FELICIA ROBINSON TO UTILIZE CITY RESOURCES TO HOST A BACK TO SCHOOL HEALTH FAIR AND SCHOOL SUPPLY GIVE-AWAY AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN FELICIA ROBINSON)**
- K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AMENDMENT TO THE AGREEMENT WITH MIAMI-DADE COUNTY FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE ADJUSTMENT OF GRANT FUNDS, 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-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH PARADIGM CONSTRUCTION MANAGEMENT LLC, IN AN AMOUNT NOT TO EXCEED FIFTY-NINE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS AND THIRTY CENTS (\$59,678.30), WHICH INCLUDES A TEN PERCENT (10%) CONTINGENCY TO FURNISH AND INSTALL ACOUSTICAL WALL PANELS IN THE GYMNASIUM AND AUDITORIUM AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX, 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-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO THE BG GROUP, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHT THOUSAND, NINE HUNDRED AND TWENTY TWO DOLLARS (\$108,922.00), FOR DEMOLITION SERVICES; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN AGREEMENT ATTACHED HERE TO AS EXHIBIT "A" FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN EXHIBITION AGREEMENT WITH THE CIRCLE OF ONE MARKETING, AS THE AGENT FOR THE CHILDREN'S TRUST MIAMI HEART GALLERY, 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 COUNCILMAN OLIVER G. GILBERT III)**
- K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING MAYOR GIBSON'S APPOINTMENT OF MIGUEL MURPHY TO THE CARIBBEAN AFFAIRS COMMITTEE FOR A THREE-YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE (SPONSORED BY MAYOR SHIRLEY GIBSON)**
- K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILWOMAN ROBINSON'S APPOINTMENT OF MARIO ZAMORA TO THE CARIBBEAN AFFAIRS COMMITTEE FOR A TWO-YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN FELICIA ROBINSON)**

- K-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO MIDTOWN TOWING OF MIAMI, INC., FOR TOWING AND STORAGE SERVICES; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN AGREEMENT FOR THIS PURPOSE, 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-10) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT "A" TO TRANSFER THE SUM OF FIVE MILLION, FIVE HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$5,547,000.00) FROM THE CITY'S CURRENT NINE MILLION, EIGHT HUNDRED THIRTY THOUSAND (\$9,830,000.00) GENERAL OBLIGATION BOND ("GOB") FOR REIMBURSEMENT OF EXPENDITURES ASSOCIATED WITH THE CONSTRUCTION OF THE BETTY T. FERGUSON RECREATIONAL COMPLEX AND AMPHITHEATER; PROVIDING FOR NUNC PRO TUNC EFFECT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-11) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT AND ADDENDUM WITH MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO UTILIZE THE RECREATIONAL FACILITIES AT AUDREY J. KING PARK AS A POLLING PRECINCT THROUGH DECEMBER 31, 2012, 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-12) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO ENTER INTO THAT AGREEMENT FOR BOND COUNSEL SERVICES WITH BRYANT, MILLER & OLIVE, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)

K-13) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO COMMUNITY ASPHALT CORPORATION AND METRIC ENGINEERING, INC., IN AN AMOUNT NOT TO EXCEED NINE HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED FIFTY EIGHT DOLLARS (\$983,658.00); AUTHORIZING THE EXPENDITURE OF FIFTY THREE THOUSAND, SIX HUNDRED AND FIFTY EIGHT DOLLAR (\$53,658.00) FROM THE STORMWATER FUND FOR THIS PURPOSE; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(L) RESOLUTION(S)

L-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2009-24-969 OF THE CITY COUNCIL ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF EQUIPMENT ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION DOLLARS (\$2,000,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING VEHICLES, EQUIPMENT AND MACHINERY FOR VARIOUS CITY DEPARTMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDED THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN

CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

- L-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION 2009-25-970 OF THE CITY COUNCIL ENTITLED: “A RESOLUTION AUTHORIZING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF TAXABLE LAND ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING SEVEN MILLION THREE HUNDRED THOUSAND DOLLARS (\$7,300,000) FOR THE PURPOSE OF FINANCING THE COSTS OF PURCHASING CERTAIN PROPERTY DESCRIBED ON EXHIBIT “C” ATTACHED HERETO, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF SALE AND PURCHASE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

- L-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2005-86-263 OF THE CITY COUNCIL ENTITLED: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING VEHICLES, EQUIPMENT AND MACHINERY FOR VARIOUS CITY DEPARTMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING**

THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

- L-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NUMBER 2005-85-262 OF THE CITY COUNCIL ENTITLED “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE ISSUANCE OF LAND ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING AND RENOVATING EXISTING BUILDINGS AND CONSTRUCTING NEW PUBLIC FACILITIES, PURCHASING LAND FOR, AND FINANCING ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, LEGAL AND OTHER PLANNING COSTS RELATED THERETO FOR, THE SITES OF CITY HALL, PUBLIC WORKS DEPARTMENT FACILITIES AND OTHER PUBLIC FACILITIES, WIDENING ROADS AND MAKING OTHER ROAD IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

L-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION 2007-180-686 OF THE CITY COUNCIL ENTITLED: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF EQUIPMENT ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF FOUR MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$4,700,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING VEHICLES, EQUIPMENT AND MACHINERY FOR VARIOUS CITY DEPARTMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

L-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO REJECT AN OFFER SUBMITTED TO THE CITY FOR THE PURCHASE OF CERTAIN PROPERTY LOCATED AT N.W. 27th AVENUE AND N.W. 191ST STREET, AS FURTHER DESCRIBED ON THE PURCHASE AGREEMENT ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A HIGHER PURCHASE PRICE FOR THE PROPERTY, AND IF SUCCESSFUL TO DELIVER A NEGOTIATED PURCHASE AGREEMENT TO THE CITY COUNCIL FOR APPROVAL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(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.



City of Miami Gardens Agenda Cover Memo

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

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 18-297 OF THE CITY'S CODE OF ORDINANCES RELATING TO PARKS AND RECREATION DEPARTMENT EMPLOYEES AND VOLUNTEERS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background Information

The launch of the City of Miami Gardens Youth Sports (CMGYS) program has been an opportunity for the City to be at the forefront of organized sporting activities on city parks. City staff recognizes that unsupervised volunteers and employees having direct contact with children on a daily basis is a delicate

ITEM H-1) ORDINANCE / FIRST READING
Amending Section 18-297 of Code of Ordinance
relating to Parks and Rec Emp. and Volunteers

situation. At the same time, the City is also sensitive to the enormous value and contribution of the hundreds of volunteers that give of their time and talents to these young people. Many of the volunteers are products of some of the teams they are now seeking to coach.

Current Situation

The Parks and Recreation Department utilizes approximately four hundred (400) volunteers for its various youth sports programs. The City’s current Code of Ordinances has a specific ordinance related to the background screening of Parks and Recreation Department employees and volunteers, which was adopted with the intent of creating a local standard for exclusion criteria for Parks employees and volunteers. Per the ordinance, the Department must secure a nationwide criminal background fingerprint check for city employees and volunteers whose primary duties require physical presence on park property owned or operated by the city. Currently, employees and volunteers who have two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance, are prohibited from working or volunteering with the City’s Parks and Recreation Department, regardless of when the crime occurred.

Councilman Gilbert is proposing that the Code be amended to prohibit volunteers and employees from working in the Parks and Recreation Department if they have two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance **within the past ten years.** He is also recommending that the Code be amended to clarify that the City reserves the right to refuse to allow any volunteer to volunteer at any City park based on good cause.

Proposed Action:

Councilman Oliver Gilbert recommends that the City Council approve the attached ordinance.

Attachment:

Attachment A- Ordinance: Parks and Recreation Employee and Volunteer background screening

ORDINANCE NO. 2011 ____

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 18-297 OF THE CITY'S CODE OF ORDINANCES RELATING TO PARKS AND RECREATION DEPARTMENT EMPLOYEES AND VOLUNTEERS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department currently utilizes four hundred (400) volunteers for the City of Miami Gardens Youth Sports Program ("CMGYS") program, and

WHEREAS, the City recognizes that unsupervised volunteers having direct contact with children is a delicate situation, and

WHEREAS, the City also recognizes the enormous value and contribution of the hundreds of volunteers who offer their time and talents to the CMGYS program participants, and

WHEREAS, the City currently forbids the participation of volunteers with two (2) or more convictions for a violent felony, or for convictions involving the trafficking of a controlled substance, and

WHEREAS, Councilman Oliver Gilbert recommends amending the City's current Ordinance regulating the background screening of volunteers to allow the participation of such individuals where the criminal convictions exceed ten (10) years,

Added language is underlined. Deleted language is stricken through.

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

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

33 Section 2. AMENDMENT: Section 18-297 of the City of Miami
34 Gardens Code of Ordinances shall be amended as follows:

35 **Section 18-297. Parks and recreation department employees**
36 **and volunteers.**

- 37
- 38 (a) The parks and recreation department director shall secure a
39 nationwide criminal background check of all employees and
40 volunteers whose primary duties require physical presence
41 on park property owned or operated by the city. In addition,
42 the parks and recreation department director shall secure a
43 nationwide criminal background fingerprint check prior to
44 employing, or allowing to volunteer, a person whose primary
45 duties would require physical presence on park property
46 owned or operated by the city. This nationwide criminal
47 background fingerprint check shall be conducted through the
48 state department of law enforcement.
- 49
- 50 (b) Every three years thereafter, the parks and recreation
51 department director shall secure nationwide criminal
52 background checks for existing employees and volunteers
53 whose primary duties require physical presence on park
54 property owned or operated by the city. These nationwide
55 criminal background checks shall be conducted by a
56 professional background screener and shall include a report
57 as to whether each employee or volunteer is located on the
58 National Sex Offender Public Registry, and a comprehensive
59 report and analysis, obtained from two independent
60 databases/sources, on the nationwide criminal history of
61 such employee or volunteer.
- 62
- 63 (c) Any employee or volunteer of the parks and recreation
64 department who:

Added language is underlined. Deleted language is stricken through.

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- (1) Has been convicted of a violent felony or conspiracy to commit a violent felony within the past five years;
 - (2) Has been convicted of a felony involving the trafficking of a controlled substance within the past five years;
 - (3) Has two or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance within the past ten years. Notwithstanding this provision, the City reserves the right to refuse to allow volunteers to volunteer at any City Park based on good cause.
 - (4) Is a sexual offender or a sexual predator; or
 - (5) Has failed to provide the parks and recreation department with proof of United States citizenship or legal immigration status in the United States; shall be prohibited from working or volunteering on park property owned or operated by the city. All employees and volunteers of the parks and recreation department shall submit to the parks and recreation department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the city in violation of this subsection and that any arrest will be reported to his/her employer within 48 hours of such arrest.
- (d) The parks and recreation department shall maintain copies of the results of the criminal background checks required by this section for a period of three years from the date they were secured. The parks and recreation department shall maintain the affidavits required by subsection (c) of this section and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.
- (e) Every employee and volunteer of the parks and recreation department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property

Added language is underlined. Deleted language is stricken through.

109 owned or operated by the city, except when in costume and
110 during a performance. The identification badge shall be of a
111 size, design, and format approved by the parks and
112 recreation department director.

113

114 (f) Penalties and enforcement.

115

116 (1) It shall be unlawful for any volunteer of the parks and
117 recreation department to volunteer on park property
118 owned or operated by city in violation of this section.

119

120 (2) Any volunteer who shall violate a provision of this
121 section or who shall knowingly or willingly provide
122 false or erroneous information to the parks and
123 recreation department, or fail to comply therewith, or
124 with any of the requirements thereof, shall upon
125 conviction thereof in the county court, be punished by
126 a fine not to exceed \$500.00 or by imprisonment in
127 the county jail for not more than 60 days, or by both
128 such fine and imprisonment.

129

130 (3) Any volunteer who violates or fails to comply with this
131 section may be subject to civil penalties in
132 accordance with chapter 8, regarding code
133 enforcement. Each day of violation or noncompliance
134 shall constitute a separate offense.

135

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

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

143 Section 5. INCLUSION IN CODE: It is the intention of the City
144 Council of the City of Miami Gardens that the provisions of this Ordinance shall
Added language is underlined. Deleted language is stricken through.

145 become and be made a part of the Code of Ordinances of the City of Miami
146 Gardens and that the section of this Ordinance may be renumbered or relettered
147 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or
148 such other appropriate word or phrase, the use of which shall accomplish the
149 intentions herein expressed.

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

152 PASSED ON FIRST READING ON THE _____ DAY OF _____,
153 2011.

154 PASSED ON SECOND READING ON THE _____ DAY OF _____,
155 2011.

156

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

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166 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

Added language is underlined. Deleted language is stricken through.

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SPONSORED BY: COUNCILMAN OLIVER GILBERT, III

Moved by: _____
Second by: _____

VOTE: _____

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

Added language is underlined. Deleted language is stricken through.



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 2-443(a) OF ARTICLE V OF THE CODE OF ORDINANCES RELATING TO QUALIFYING PERIODS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Background

Article V. Section 5.1(c) of the City of Miami Gardens Charter provides that "A general election shall be held in each even-numbered year, on the day of the state primary election, or if none is held in any such year, on the first Tuesday following the second Monday in September." During the last Legislative Session in Tallahassee, Florida, a new Election Law was adopted. This new election statute was signed

**ITEM H-2) ORDINANCE
FIRST READING
Amending Section 2-443(a) of the City Code
Related to Election Qualifying Periods**

into law, effective July 1, 2011. This legislation changed timeframe for the state’s primary election from 10 weeks to 12 weeks prior to the general election, which is held in November.

The City Clerk has been notified by Miami-Dade County Division of Elections that the date for the States’ primary election scheduled for August 2012 has been changed from August 28, 2012 to August 14, 2012.

The City’s adopted Election Code established a procedure setting forth the dates and times for qualifying of candidates for City of Miami Gardens’ General Elections. Section 2-443 (a), Article V, of the City of Miami Gardens Code of Ordinances entitled “Qualifying as candidate for mayor or city council member; fee; oath; single candidate considered elected” provides that candidates for the Office of mayor or city council member shall qualify with the City Clerk no earlier than 9:00 a.m. on the first Monday in June and no later than 4:00 p.m., on the second Monday in June every year a municipal general election is held, and in the method provided for in the city Charter and under the rules of elections prescribed in the state statutes. This timeframe allotted the City enough time to qualify candidates and ensured those individuals placement on the Miami-Dade County official ballot for that August primary election (absentee and early voting included). To coordinate its efforts to ensure enough time is allocated for qualifying the City must amend this Code provision.

Current Situation

The attached ordinance amends Section 2-443(a), Article V. of the Code of Ordinances to provide that candidates for the Office of Mayor or City Council member shall qualify with the City Clerk no earlier than 9:00 a.m., on the Third Tuesday in May and no later than 4:00 p.m., on the fourth Tuesday in May every year a municipal election is held, and in the method provided for in the City Charter and under the rules of elections prescribed in the state statutes.

Proposed Action:

It is recommended that the City Council adopt the attached ordinance amending Article V, Section 2-443 (a) of the City of Miami Gardens Code of Ordinances.

Attachment:

None.

ORDINANCE NO. 2011 ____

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3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AMENDING SECTION 2-443(a) OF
5 ARTICLE V OF THE CODE OF ORDINANCES, RELATING TO
6 QUALIFYING PERIODS; PROVIDING FOR ADOPTION OF
7 REPRESENTATIONS; REPEALING ALL ORDINANCES IN
8 CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING
9 FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

10
11 WHEREAS, the City's Charter provides that a general election is to be
12 held each even numbered year on the date of the State primary election or if
13 none is held in any such year, on the first Tuesday following the second Monday
14 in September, and

15 WHEREAS, during the 2011 Florida Legislative Session, a new election
16 law was adopted, and

17 WHEREAS, the new legislation amended the timeframe for the State's
18 primary election from ten (10) weeks to twelve (12) weeks prior to the general
19 election which is held in November, and

20 WHEREAS, the City Clerk has been notified by Miami-Dade County
21 Division of Elections that the date for the State's primary election currently
22 scheduled for August 2012, has been changed from August 28, 2012, to August
23 14, 2012, and

24 WHEREAS, the City's Code set forth dates and times for the qualifying of
25 candidates for the City of Miami Gardens general election, and

26 WHEREAS, the City Clerk is recommending an amendment to Section 2-
27 443(a) of the City's Code of Ordinance to comport with the amendments to the

Added language is underlined. Deleted language is stricken through.

28 State election law to ensure that enough time is allocated for qualifying
29 individuals for City of Miami Gardens elections,

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

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

35 Section 2. AMENDMENT: Section 2-443(a) of the Code of Ordinances
36 relating to the qualifying periods is hereby amended as follows:

37 **Sec. 2-443. - Qualifying as candidate for mayor or city council**
38 **member; fee; oath; single candidate considered elected.**

39
40 (a) Candidates for the office of mayor or city council member
41 shall qualify with the city clerk no earlier than 9:00 a.m. on the ~~first~~
42 ~~Monday in June~~ third Tuesday in May and no later than 4:00 p.m.
43 on the ~~second Monday in~~ fourth Tuesday in May every year a
44 municipal general election is held, and in the method provided for in
45 the city Charter and under the rules of elections prescribed in the
46 state statutes.

47
48 Section 3. CONFLICT: All ordinances or Code provisions in conflict
49 herewith are hereby repealed.

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

Added language is underlined. Deleted language is stricken through.

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

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

64 PASSED ON FIRST READING ON THE ____ DAY OF _____,
65 2011.

66 PASSED ON SECOND READING ON THE ____ DAY OF _____,
67 2011.

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

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73 _____
74 SHIRLEY GIBSON, MAYOR

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77 **ATTEST:**

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80 _____
81 RONETTA TAYLOR, MMC, CITY CLERK

Added language is underlined. Deleted language is stricken through.

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

SPONSORED BY: RONETTA TAYLOR, MMC, CITY CLERK

Moved by: _____

Second by: _____

VOTE: _____

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

Added language is underlined. Deleted language is stricken through.



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ARTICLE V, SECTION 2-446 OF THE CODE OF ORDINANCES RELATING TO THE INSTALLATION OF NEWLY ELECTED OFFICIALS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Background

The City adopted a procedure for installation of new officers. Section 2-446, Article V, of the City of Miami Gardens Code of Ordinances entitled "Installation of new officers" provides that the Council shall **meet** at 12:00 noon on the first Monday after a general election, and in the event of a runoff election is necessary, the city council shall also **meet** at 12:00 noon on the first Monday after said run-off election, for the purpose of receiving the certificate of election results from the City Clerk. Section 2-446 also provides that the Council shall accept the results thereof by resolution and shall declare the new officers to be elected, at which time the city clerk, or any other person authorized by law to take oaths,

ITEM H-3) ORDINANCE

FIRST READING

Amending Section 2-446 of the Code of Ordinance related to Installation of Elected Officials

shall administer the oath and the new officers, shall be installed and shall enter upon the discharge of their duties. This section of the Code is in conflict with the City’s Charter.

A review of Article V. subsection (C) of the City of Miami Gardens’ Charter entitled “Election Dates” provides that the Council shall hold **no** meetings between the General Election and the swearing in of those newly elected or re-elected Council members except in the case of an emergency affecting life, health, property or the public peace.

Furthermore, Miami-Dade County Division of Elections now provides the Certified Results of the City of Miami Gardens’ elections no earlier than seven days after the General or Run-off Election is held. It should be noted that FS 102.112 provides that the deadline to submit “Official Results” is 5:00 p.m. on the 7th day following a primary, which is when the City of Miami Gardens’ General Election occurs. FS 102.112 also provides that the deadline to submit “Official Results” for General Election is Noon on the 12th day following the election, which is when a run-off Election for the City of Miami Gardens would occur.

Current Situation

The attached ordinance amends Article V, Section 2-446 of the Code of Ordinances to provide that installation of newly elected officers shall take place upon receipt of Certification of Results from Miami-Dade County Division of Election, for the City of Miami Gardens’ General or Run-off Election on a date and time to be determined by the City Clerk. This section is further amended to provide that the Council shall accept the results thereof by resolution and shall declare the new officers to be elected at the next regularly scheduled City Council meeting subsequent to the installation ceremony.

Proposed Action:

It is recommended that the City Council adopt the attached ordinance amending Article V, Section 2-446 of the City of Miami Gardens Code of Ordinances.

Attachment:

None.

ORDINANCE NO. 2011 _____

1
2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AMENDING ARTICLE V, SECTION
5 2-446 OF THE CODE OF ORDINANCES RELATING TO THE
6 INSTALLATION OF NEWLY ELECTED OFFICIALS; PROVIDING
7 FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL
8 ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY
9 CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING
10 AN EFFECTIVE DATE

11
12 WHEREAS, Section 2-446 of Article V of the City of Miami Gardens Code
13 of Ordinances currently provides that newly elected officials are to be installed at
14 12:00 noon on the first Monday after a general election, and in the event of a run-
15 off, at 12:00 noon on the first Monday after the date of run-off election, and

16 WHEREAS, in the last election, the City Council did not receive certified
17 election results from the Miami-Dade County Supervisor of Elections in a time
18 frame that would permit the City to comply with the requirements of the
19 Ordinance, and

20 WHEREAS, the City Clerk is recommending that the City Council amend
21 Section 2-446, to provide that newly elected officials will be sworn in upon receipt
22 of the certified election results from the Miami Dade County Division of Election
23 at a date and time to be determined by the City Clerk, and

24 WHEREAS, in addition, the City Clerk is recommending that results of any
25 election be approved by resolution by the City Council at the next regularly
26 scheduled City Council meeting subsequent to the installation ceremony,

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

Added language is underlined. Deleted language is stricken through.

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

32 Section 2. AMENDMENT: Section 2-446 of the Code of Ordinances
33 relating to the swearing in of newly elected officials is hereby amended as follows:

34 **Sec. 2-446. - Installation of new officers.**

35 ~~The city council shall meet at 12:00 noon on the first Monday after~~
36 ~~a general election, and in the event a runoff election is necessary,~~
37 ~~the city council shall also meet at 12:00 noon on the first Monday~~
38 ~~after said runoff election, for the purpose of receiving the certificate~~
39 ~~of election results from the city clerk. In the event Monday falls on a~~
40 ~~holiday, the results shall be certified on the following Tuesday.~~
41 Newly elected officers shall be sworn in upon the receipt of certified
42 election results from the Miami-Dade County Division of Elections,
43 at a date and time to be determined by the City Clerk. The city
44 council shall accept the results thereof by resolution and shall
45 declare the new officers to be elected, at the next regularly
46 scheduled City Council meeting subsequent to the installation
47 ceremony, at which time the city clerk, or any other person
48 authorized by law to take oaths, shall administer the oath and the
49 new officers shall be installed and shall enter upon the discharge of
50 their duties. In the event a runoff election is necessary, the new
51 officers shall be declared elected subsequent to canvass of election
52 returns on the day after said runoff election, at which time the city
53 clerk, or any other person authorized by law to take oaths, shall
54 administer the oath, and the new officers shall be installed and shall
55 enter upon the discharge of their duties.

56
57 Section 3. CONFLICT: All ordinances or Code provisions in conflict
58 herewith are hereby repealed.

59 Section 4. SEVERABILITY: If any section, subsection, sentence,
60 clause, phrase or portion of this Ordinance is for any reason held invalid or
61 unconstitutional by any court of competent jurisdiction, such portion shall be

Added language is underlined. Deleted language is stricken through.

62 deemed a separate, distinct and independent provision and such holding shall
63 not affect the validity of the remaining portions of this Ordinance.

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

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

73 PASSED ON FIRST READING ON THE _____ DAY OF _____,
74 2011.

75 PASSED ON SECOND READING ON THE _____ DAY OF _____,
76 2011.

77

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

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SHIRLEY GIBSON, MAYOR

Added language is underlined. Deleted language is stricken through.

87 **ATTEST:**

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91 RONETTA TAYLOR, MMC, CITY CLERK

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

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97 SPONSORED BY: RONETTA TAYLOR, MMC, CITY CLERK

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100 Moved by: _____

101 Second by: _____

102

103 **VOTE:** _____

104

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

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

107 Councilman David Williams Jr _____ (Yes) _____ (No)

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

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

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

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

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Added language is underlined. Deleted language is stricken through.



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 2-51(I) OF THE CODE OF ORDINANCES RELATING TO THE PROCESS FOR ESTABLISHING A CONSENT AGENDA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Summary:

The City has established a Consent Agenda for items deemed noncontroversial. Currently, the City's Code of Ordinance requires that if a City Council member wants to pull an item from the Consent Agenda, he or she must obtain the approval of a motion for this purpose. This is required if a Member of the City Council wants to discuss an item or vote no on an item.

**ITEM H-4) ORDINANCE
FIRST READING
Amending Section 2-51(I) of the Code of Ordinance related to the Consent Agenda**

Councilman Oliver Gilbert, III is proposing that the City Council amend Section 2-51(I) of the Code of Ordinances to remove the requirements that City Council Members be required to have a motion approved in order to pull items from the Consent Agenda. Additionally, the Ordinance will give the Mayor approval of staff sponsored items that are to be placed on the Consent Agenda.

Proposed Action:

That the City Council adopts the attached Ordinance.

Attachment:

ORDINANCE NO. 2011 _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 2-51(I) OF THE CODE OF ORDINANCES RELATING TO THE PROCESS FOR ESTABLISHING A CONSENT AGENDA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 2-51 of the City of Miami Gardens' Code of Ordinances, the City has established a Consent Agenda for the purpose of being able to provide an efficient mechanism for the City Council to vote on non-controversial agenda items, and

WHEREAS, the Code currently provides that the City Clerk is to establish a Consent Agenda, and

WHEREAS, Councilman Oliver Gilbert recommends amending this process so that staff approved items must be approved by the Mayor prior to having them placed on the Consent Agenda, and

WHEREAS, currently, if a City Council member wants to pull an item from the Consent Agenda, the City Council is required to approve a motion to this effect, and

WHEREAS, this is required if a Member of the City Council wants to ask a question about an item on the Consent Agenda or if the Member or the City Council wants to remove an item from the Consent Agenda in order to vote no on the item, and

Added language is underlined. Deleted language is stricken through.

WHEREAS, Councilman Gilbert proposes to remove the requirement of the approval of a motion for City Council members to be able to pull items from the Consent Agenda, so that there is no hindrance to Council Members being able to discuss or vote no on items on the Consent Agenda, and

WHEREAS, the proposed Ordinance will eliminate the requirement for the approval of a motion and will allow items to be pulled by Council Members upon his or her request,

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

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

Section 2. AMENDMENT: Section 2-51 of the City's Code of Ordinances is hereby amended as follows:

Sec. 2-51.- Agenda.

* * * * *

(i) *Consent agenda.* The city clerk shall establish a consent agenda for the adoption of resolutions and other items upon the advice and recommendation of the city manager, and approval of the Mayor. ~~However, each member of the City Council shall have the authority to place self-sponsored items on the consent agenda without prior approval.~~ All items appearing on such consent agenda may be adopted on a roll call vote by the affirmative vote of a ~~quorum~~ majority of the city council members present, unless an item is first pulled from the agenda as provided in this subsection. In the event such consent agenda does not receive the necessary affirmative votes, the city council may delete items from such consent agenda, or it may proceed to consider such items individually. Each city council member and the mayor may ~~request that an item be pulled~~ remove an item from

Added language is underlined. Deleted language is stricken through.

the consent agenda before the vote on the consent agenda. ~~However, all items pulled from the consent agenda will require the approval of a motion of the governing body prior to any item being pulled.~~ All items not approved on the applicable consent agenda shall be referred to and considered following the approval of items on the consent agenda. Items that are removed from the consent agenda shall be considered immediately following the consent agenda. The consent agenda may be adopted by the affirmative roll call vote of all city council members present.

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

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

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

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

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

Added language is underlined. Deleted language is stricken through.

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

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

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: COUNCILMAN OLIVER GILBERT, III

Moved by: _____
Second by: _____

VOTE: _____

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

Added language is underlined. Deleted language is stricken through.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)		X		
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)		X	(Enter X in box)			x	
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)			x	
Funding Source:	N/A		Advertising Requirement:	Yes		No	
			(Enter X in box)	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:			
(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	Councilman David Williams Jr. and Councilwoman Lisa Davis		Department:	Mayor and City Council			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 14, ARTICLE IX TO CREATE "DIVISION 1. GENERALLY" AND RESERVING SECTIONS; CREATING DIVISION 2. TO INCLUDE EXISTING ORDINANCE PROVISIONS RELATING TO TETHERING OF CANINES; RENUMBERING SECTIONS 14-588 THROUGH 14-594 TO SECTIONS 14-619 THROUGH 14-625; CREATING "DIVISION 3. REGULATING THE REMOVAL AND PROPER DISPOSAL OF ANIMAL FECAL MATTER ON PUBLIC AND PRIVATE PROPERTY"; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

**ITEM I-1) ORDINANCE
SECOND READING/PUBLIC HEARINGS
Disposal of Animal Fecal Matter**

In accordance with Section 166.021 of the Florida Statutes, the City of Miami Gardens is authorized to enact codes to protect the health, safety and welfare of its citizens. The sight of animal fecal matter creates a public nuisance and unsanitary conditions. Councilman David Williams Jr. and Councilwoman Lisa Davis recommend the adoption of an Ordinance to require the removal and proper disposal of animal fecal matter.

Proposed Action:

That the City Council approves the attached Ordinance.

Attachment:

None.

ORDINANCE NO. 2011_____

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3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
4 OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER
5 14, ARTICLE IX CREATING "DIVISION 1. GENERALLY"
6 AND RESERVING SECTIONS; CREATING DIVISION 2. TO
7 INCLUDE EXISTING ORDINANCE PROVISIONS
8 RELATING TO TETHERING OF CANINES;
9 RENUMBERING SECTIONS 14-588 THROUGH 14-594 TO
10 SECTIONS 14-619 THROUGH 14-625; CREATING
11 "DIVISION 3. REGULATING THE REMOVAL AND PROPER
12 DISPOSAL OF ANIMAL FECAL MATTER ON PUBLIC AND
13 PRIVATE PROPERTY"; PROVIDING FOR EXEMPTIONS;
14 PROVIDING FOR PENALTIES; PROVIDING FOR THE
15 ADOPTION OF REPRESENTATIONS; REPEALING ALL
16 ORDINANCES IN CONFLICT; PROVIDING A
17 SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN
18 CODE; PROVIDING FOR AN EFFECTIVE DATE.
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20 WHEREAS, in accordance with Section 166.021 of the Florida Statutes,
21 the City of Miami Gardens is authorized to enact codes to protect the health,
22 safety and welfare of its citizens, and

23 WHEREAS, the sight of animal fecal matter creates a public nuisance and
24 unsanitary conditions, and

25 WHEREAS, Councilman David Williams Jr. and Councilwoman Lisa Davis
26 recommend the adoption of an Ordinance to require the removal and proper
27 disposal of animal fecal matter,

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

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

1 Section 2. AMENDMENT: Chapter 14, Article IX of the City of Miami
2 Gardens' Code of Ordinances is hereby amended to create Division 1 as follows:

3 **DIVISION 1. GENERALLY.**

4 **Secs. 14-588 - 14-618. Reserved.**

5 Section 3. AMENDMENT: Chapter 14, Article IX of the City of Miami
6 Gardens' Code of Ordinances is hereby amended to create Division 2 to include
7 existing ordinance provisions relating to tethering of canines as follows:

8 **DIVISION 2. TETHERING OF CANINES.**

9 Section 4. RENUMBERING: Sections 14-588 through 14-594 are hereby
10 renumbered to Sections 14-619 through 14-625.

11 Section 5. AMENDMENT: Chapter 14, Article IX of the City of Miami
12 Gardens' Code of Ordinances is hereby amended to create Division 3 as follows:

13 **DIVISION 3. REMOVAL AND PROPER DISPOSAL OF ANIMAL FECAL**
14 **MATTER.**

15 **Sec. 14-626. Prohibition.**

16
17 It shall be unlawful for any person owning, possessing, having the
18 care, charge, control or custody of any animal(s) to not immediately
19 remove and thereafter dispose of any fecal matter deposited by the
20 animal(s) on public property or private property other than the
21 private property of the owner or responsible party of the animal(s)
22 unless the owner or person in lawful possession of the property has
23 consented to such deposit. Public property includes, but is not
24 limited to, parks, sidewalks, swales, and streets. For the purposes
25 of this section, animal fecal matter shall be immediately removed by
26 placing the matter in a closed or sealed container and thereafter
27 disposing of it by depositing the matter in a trash receptacle,
28 sanitary disposal unit, or other closed or sealed container.

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30 **Sec. 14-627. Exemptions.**

31 This Ordinance shall not apply to blind persons accompanied by a
32 dog used for their assistance.

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Sec. 14-628. Penalties.

Any person convicted of a violation of Section 14-626 shall be punished by a fine not to exceed \$500.00 or by imprisonment not to exceed 60 days, or both, in the discretion of the County Court.

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

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

Section 8. INCLUSION IN CODE: It is the intention of the City Council of the City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Miami Gardens and that the section of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 9. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE 22nd DAY OF JUNE, 2011.

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



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE III TO CREATE "DIVISION 10. FISHING AND GARDENING ADVISORY BOARD"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens could be in a unique position to collaborate with various not-for-profit organizations and research facilities in order to obtain funds to increase our community's exposure to fishing and gardening. The key to being able to take advantage of these opportunities is to have a solid community organization and or board in place in order to be the recipient of funds when available.

**ITEM I-2) ORDINANCE
SECOND READING/PUBLIC HEARING
Fishing and Gardening Advisory Board**

In line with this concept, Councilman David Williams, Jr., is proposing the creation of a City of Miami Gardens Fishing and Gardening Committee. The proposed advisory board will have the following structure and purpose:

Membership: Seven (7)-person board, each appointed by a member of the City Council

Qualifications: Board members are not required to be City of Miami Gardens residents or business owners, however, at least one (1) member of the Board must be a professor at the college-level in the field of aqua-culture; and at least one (1) member of the Board must be a professor at the college-level in the field of horticulture.

Purpose:

- To raise money to promote fishing and gardening programs for seniors and youth in the City of Miami Gardens
- To Expose and educate the community on the science and research surrounding the field of aqua-culture
- To facilitate a Miami Gardens Fishing Club
- To raise money to support the construction of Botanical Garden in the City of Miami Gardens
- To raise money to facilitate Master Gardening classing in the City of Miami Gardens
- To work with various Miami Gardens community groups to promote the planting of community gardens citywide
- To facilitate a Miami Gardens Gardening Club

Proposed Action:

Councilman David Williams, Jr. recommends that the City Council approve the attached Ordinance creating the Miami Gardens Fishing and Gardening Advisory Board.

Attachment:

None

ORDINANCE NO. 2011 ____

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3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE III TO
5 CREATE "DIVISION 10. FISHING AND GARDENING ADVISORY
6 BOARD"; PROVIDING FOR THE ADOPTION OF
7 REPRESENTATIONS; REPEALING ALL ORDINANCES IN
8 CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING
9 FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

10
11 WHEREAS, the City of Miami Gardens could be in a unique position to
12 collaborate with not-for-profit organizations and research facilities to secure
13 funding to increase the community's exposure to fishing and gardening, and

14 WHEREAS, in order to take advantage of these opportunities, a solid
15 community organization or committee should be established, and

16 WHEREAS, in line with this concept, Councilman David Williams Jr.
17 proposes the creation of a Fishing and Gardening Advisory Board, and

18 WHEREAS, among its many purposes, the Board will be responsible for
19 raising funds to promote fishing and gardening programs for seniors and youth in
20 the City of Miami Gardens,

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

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

26 Section 2. AMENDMENT: Chapter 2, Article III is hereby amended to
27 create Division 10 as follows:

Added language is underlined. Deleted language is stricken through.

DIVISION 10. FISHING AND GARDENING ADVISORY BOARD.

Sec. 2-347. Creation.

There is hereby created a Fishing and Gardening Advisory Board in the City of Miami Gardens. The Fishing and Gardening Advisory Board shall be comprised of seven (7) members.

Sec. 2-348. Purpose.

The purpose of the Fishing and Gardening Advisory Board shall be:

- (1) To raise money to promote fishing and gardening programs for seniors and youth in the City of Miami Gardens;
- (2) To expose and educate the community on the science and research surrounding the field of aquaculture;
- (3) To facilitate the creation a Miami Gardens Fishing Club;
- (4) To raise funds to support the construction of a botanical garden in the City of Miami Gardens;
- (5) To raise funds to facilitate Master Gardening classes in the City of Miami Gardens;
- (6) To work with community groups within the City of Miami Gardens to promote the planting of citywide community gardens; and
- (7) To facilitate the creation a Miami Gardens Gardening Club.

Sec. 2-349. Qualifications.

Board members are not required to be City of Miami Gardens residents or business owners, however, at least one (1) member of the board must be a professor at the college level in the field of aquaculture; and at least one (1) member of the committee must be a professor at the college level in the field of horticulture.

Added language is underlined. Deleted language is stricken through.

Sec. 2-350. Appointment Process.

The Mayor and each member of the City Council shall appoint one (1) member to the Fishing and Gardening Advisory Board.

Sec. 2-351. Term of Office.

In order that the terms of office of all members of the Fishing and Gardening Advisory Board shall not expire at the same time, the initial appointees of the Mayor and City Council members serving in at-large seats shall serve three (3) year terms. The appointees of the City Council members serving in seats 1, 2, 3 and 4 shall serve two (2) year terms. Thereafter, all members shall serve for a period of three (3) years, or until a successor is appointed, whichever occurs later.

Sec. 2-352. Meetings.

The provisions of Section 2-92 requiring monthly meetings of nonstatutory boards shall not apply to this Division, instead members of the Fishing and Gardening Advisory Board shall meet no less than six (6) times per year.

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

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

Section 5. INCLUSION IN CODE: It is the intention of the City Council of the City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Miami

Added language is underlined. Deleted language is stricken through.

1 Gardens and that the section of this Ordinance may be renumbered or relettered
2 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or
3 such other appropriate word or phrase, the use of which shall accomplish the
4 intentions herein expressed.

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

7 PASSED ON FIRST READING ON THE 22ND DAY OF JUNE, 2011.

8 PASSED ON SECOND READING ON THE ____ DAY OF _____,
9 2011.

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

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20 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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30 SPONSORED BY: COUNCILMAN DAVID WILLIAMS JR.

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Added language is underlined. Deleted language is stricken through.

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2 Moved by: _____
3 Second by: _____
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5 **VOTE:** _____
6

7	Mayor Shirley Gibson	_____ (Yes)	_____ (No)
8	Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
9	Councilman David Williams Jr	_____ (Yes)	_____ (No)
10	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
11	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
12	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
13	Councilman Andre' Williams	_____ (Yes)	_____ (No)
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Added language is underlined. Deleted language is stricken through.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	July 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		Public Hearing: <i>(Enter X in box)</i>	Yes X	No
Funding Source:	Community Development Block Grant (CDBG) Program		Advertising Requirement: <i>(Enter X in box)</i>	Yes X		No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid #:	N/A		
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	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		
Sponsor Name	Danny Crew, City Manager		Department:	Community Development		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE FIVE (5) YEAR CONSOLIDATED PLAN AND SIXTH PROGRAM YEAR ANNUAL ACTION PLAN, ATTACHED HERETO AS EXHIBITS "A" AND "B" AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE PLANS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR REVIEW AND APPROVAL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

As required by the US Department of Housing and Urban Development (HUD), each Community Development Block Grant (CDBG) Entitlement City must complete and submit a Consolidated Plan every 3-5 years and an Action Plan each year. The City of Miami Gardens became an entitlement community in 2006, at which time the city developed its first 5-Year Consolidated Plan that covered the years 2006-2011. The Consolidated Plan is the

**ITEM J-1) RESOLUTION/PUBLIC HEARING
Five Year Consolidation Plan and
Sixth Progma Year Annual Action Plan**

document that governs the City's use and distribution of HUD funding (including CDBG). The plan is 5 years in length and must describe the community's needs, resources, priorities, and the proposed activities to be undertaken with HUD funding during the plan period.

The Annual Action Plan must be submitted each year to HUD, which more specifically outlines the types of projects that will be carried out, the individuals who will benefit from these projects, and sets the goals for what will be accomplished during that plan year.

Each Annual Action Plan must correspond back to the Consolidated Plan. The City's proposed 5-Year Consolidated Plan will cover the period of October 1, 2011 through September 30, 2016.

Current Situation

In accordance with HUD and CDBG regulations and requirements, City staff has prepared the 5-Year Consolidated Plan to cover years 2011-2016; and the Annual Action Plan for the City's Sixth (6th) Program Year (2011-2012). The City of Miami Gardens has been allocated \$1,263,947 in CDBG funds for its 6th program year, which begins October 1, 2011. This amount represents a decrease of \$252,729 (or -16.6%) from the previous year's allocation.

City Staff consulted with a number of community organizations and agencies in the development of the 5-Year Consolidated and Annual Action Plans to ensure that the data included in the plan is the most current available. The Consolidated Plan describes the community's needs, priorities, available resources, and the long-term goals of the Program, whereas the Annual Action Plan provides specific detail of the projects to be carried out and goals to be accomplished in the 6th program year. The priorities identified in the 5-year Consolidated Plan are as follows:

Development of state of the art recreational facilities and services, redevelopment of blighted commercial and residential areas, improve infrastructure facilities, including stormwater drainage, sewer, street lighting, sidewalks, and other infrastructure facilities, development of economic development programs, and creation of programs and services for youth and elderly residents.

The priorities were developed from the compilation of data as well as the input of residents through the public comment process. Three (3) public meetings were held to provide information to the public and allow for public input into the development of these plans. Those meetings were held on April 14th, April 19th and June 21st, 2011. Comments that were received during the 30-day comment period and public meetings are incorporated into the Plans. A draft of the Consolidated and Annual Action Plans were publicly advertised for thirty (30) days beginning June 13, 2011 through July 13, 2011, allowing for public comments

With respect to the Annual Action Plan for Program Year 6, City Staff is recommending the following allocations:

CDBG Project	Allocation
Infrastructure Improvements	\$179,566
Public Services	\$189,592
Commercial Redevelopment	\$72,000
Housing Rehab	\$245,000
Parks Capital Improvements	\$200,000
Code Enforcement	\$125,000
Program Admin	\$252,789
Total Allocation	\$1,263,947

The entire Consolidated Plan and Annual Action Plan documents were provided to the Council electronically given their volume. Upon City Council's approval, both documents must be submitted to HUD prior to the August 15th deadline in order to secure the City's funding allocation.

Proposed Action:

City Staff recommends Council approval of the resolution authorizing the City Manager to submit the Plans to the US Department of Housing and Urban Development by August 15, 2011 for review and approval.

Attachments:

RESOLUTION NO. 2011_____

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE FIVE (5) YEAR CONSOLIDATED PLAN AND SIXTH PROGRAM YEAR ANNUAL ACTION PLAN, ATTACHED HERETO AS EXHIBITS "A" AND "B" AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE PLANS TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR REVIEW AND APPROVAL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens is a Community Development Block Grant ("CDBG") entitlement City, and as such is required to submit a Consolidated Plan every 3 to 5 years and an Action Plan each year to the U.S. Department of Housing and Urban Development ("HUD"), and

WHEREAS, the City developed its first Consolidated Plan in 2006, which covered the years 2006 – 2011, and

WHEREAS, the Consolidated Plan governs the City's use and distribution of HUD funding, including CDBG, and

WHEREAS, the Consolidated Plan describes a community's needs, resources, priorities and proposed activities to be undertaken with HUD funding, and

WHEREAS, in addition, the City is required to submit an Annual Action Plan to HUD each year that more specifically outlines the types of projects that will be carried out on an annual basis, and

WHEREAS, City staff has prepared a five (5) year Consolidated Plan for the period of 2011 to 2016, as well as an Annual Action Plan for the City's Sixth Program Year, and

WHEREAS, it has been requested that the City Council approve the five (5) year Consolidated Plan and the Sixth Program Year Action Plan attached hereto,

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

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

35 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
36 hereby approves the five (5) year Consolidated Plan and Sixth Program Year Annual
37 Action Plan, attached hereto as Exhibits "A" and "B"; and authorizes the City Manager to
38 submit the Plan to the U.S. Department of Housing and Urban Development for review
39 and approval.

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

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

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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

62

63 Moved by: _____

64

65 **VOTE:** _____

66

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

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

69 Councilman David Williams Jr. _____ (Yes) _____ (No)

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

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

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

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

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)	X		(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		X		
Funding Source:	Councilwoman Lisa Davis' Expense Account		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 type="checkbox"/> Communcation <input type="checkbox"/>	N/A			
Sponsor Name	Councilwoman Lisa Davis		Department:	Mayor and City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING OCTOBER AS NATIONAL BULLYING PREVENTION MONTH; IMPLEMENTING AN ANTI-BULLYING CAMPAIGN IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Bullying is a common occurrence in the lives of children. Such traumatic acts occur in schools, parks and throughout the community. Perpetrators of bullying engage in harassment by means of written, verbal or physical acts. Children also utilize social media and other forms of electronic means to engage in "cyber-bullying". According to the United States Department of Health and Human Services, approximately 15% to 30% percent of children report being victimized by bullying. Children subjected to bullying experience higher rates of anxiety,

**ITEM K-1) CONSENT AGENDA
RESOLUTION
Anti-Bullying Campaign**

depression, and low self-esteem. Perpetrators of bullying behavior exhibit higher rates of antisocial and criminal behavior.

October is designated as National Bullying Prevention Month. This initiative began in 2006 by PACER's National Bullying Prevention Center to raise awareness on bullying prevention. In previous years, Yahoo! Kids, CNN, Facebook and the National Education Association have collaborated with PACER to educate the public on the effects of bullying. Councilwoman Lisa Davis recommends that the City support PACER's efforts to eradicate bullying by recognizing October as Bullying Prevention Month in the City of Miami Gardens.

The Florida Legislature has adopted laws to address bullying and harassment in schools. Florida law also prohibits stalking and hazing in the community at large. In recognition of October as National Bullying Prevention Month, Councilwoman Davis recommends that the City implement an Anti-Bullying Campaign to educate children and parents, residing in the City of Miami Gardens, of the dangers and consequences of bullying. The effects of bullying outside of schools are a serious phenomenon, which must be addressed to protect the health, safety and welfare of the citizens of Miami Gardens. To kick-off the Campaign, children will have the opportunity to enter into a poster and rap/poetry contest. Children participating in the City's summer camp and/or after school program will have the opportunity to enter the poster and rap/poetry contests. The winning poster will serve as the logo for the City's Anti-Bullying Campaign, and will be permanently placed in City parks and on the City's website. Lastly, anti-bullying videos will be shown to participants in the City's summer camp and/or afterschool program. Anti-bullying videos are offered through various resources. The costs associated with implementing the City's Anti-Bullying Campaign are expected to be minimal, and all such costs will be paid by Councilwoman Davis through her City account.

Proposed Action:

Councilman Lisa Davis recommends that the City Council adopt this Resolution recognizing October as Bullying Prevention Month in the City of Miami Gardens, and to implement an Anti-Bullying Campaign in the City of Miami Gardens.

Attachment:

None.

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, RECOGNIZING OCTOBER AS
5 NATIONAL BULLYING PREVENTION MONTH; IMPLEMENTING
6 AN ANTI-BULLYING CAMPAIGN IN THE CITY OF MIAMI
7 GARDENS; PROVIDING FOR THE ADOPTION OF
8 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
9

10 WHEREAS, bullying is a common occurrence in the lives of children, and such
11 traumatic acts occur in schools, parks and throughout the community, and

12 WHEREAS, perpetrators of bullying engage in harassment by means of written,
13 verbal or physical acts, and

14 WHEREAS, according to the United States Department of Health and Human
15 Services, approximately 15% to 30% percent of children report being victimized by
16 bullies, and

17 WHEREAS, victims of bullying experience higher rates of anxiety, depression
18 and low self-esteem, and perpetrators of bullying exhibit higher rates of antisocial and
19 criminal behavior, and

20 WHEREAS, October is designated as National Bullying Prevention Month, and

21 WHEREAS, this initiative began in 2006 by PACER's National Bullying
22 Prevention Center to raise awareness on bullying prevention, and

23 WHEREAS, Councilwoman Lisa Davis recommends that the City supports
24 PACER's efforts to eradicate bullying by recognizing October as Bullying Prevention
25 Month in the City of Miami Gardens, and

26 WHEREAS, Councilwoman Davis proposes that the City implement a month long
27 anti-bullying campaign to educate children and parents, residing in the City of Miami
28 Gardens, of the dangers and consequences of bullying,

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

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

34 Section 2: RECOGNITION: The City Council of the City of Miami Gardens,
35 Florida hereby recognizes the month of October as Bullying Prevention Month in the
36 City of Miami Gardens. The City Council further authorizes the implementation of an
37 anti-bullying campaign in the City.

38 Section 3: 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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43 _____
44 SHIRLEY GIBSON, MAYOR
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47 **ATTEST:**

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50 _____
51 RONETTA TAYLOR, MMC, CITY CLERK
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54 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
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57 SPONSORED BY: COUNCILWOMAN LISA DAVIS
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59 Moved by: _____
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61 **VOTE:** _____
62

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

64	Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
65	Councilman David Williams Jr.	_____ (Yes)	_____ (No)
66	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
67	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
68	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
69	Councilman Andre' Williams	_____ (Yes)	_____ (No)

70



BE A KID AGAINST BULLYING

Take the Pledge!

As a Kid Against Bullying, I will:

- Speak up when I see bullying
- Reach out to others who are bullied
- And be a friend whenever I see bullying

I Pledge to Be a Kid Against Bullying!

First Name: _____

Grade: _____

School: _____

Sponsor of National Bullying Prevention Month in October | PACER's National Bullying Prevention Center™

8161 Normandale Blvd. | Minneapolis, MN 55437 | PACER@PACER.org | 952.838.9000 | PACER.org/BULLYING

Visit PACERTeensAgainstBullying.org – designed to engage and educate middle and high school students



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	July 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes No
Funding Source:	<i>General Fund – staff time</i>		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid #:			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	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 Objective/Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A		
Sponsor Name	Councilwoman Felicia Robinson		Department:	Mayor and Council		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING COUNCILWOMAN FELICIA ROBINSON TO UTILIZE CITY RESOURCES TO HOST A BACK TO SCHOOL HEALTH FAIR AND SCHOOL SUPPLY GIVE-AWAY AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In these challenging economic times, it is important that the City of Miami Gardens work to establish partnerships in order to bring much needed resources into the community. In line with this goal, Councilwoman Felicia Robinson has collaborated with WEDR 99-Jamz and the Urban League of Greater Miami to host a back-to-school health fair and school supply give away.

The event will be held at the Betty T. Ferguson Recreation Complex on August 14, 2011 from 10:00 – 4:00 pm. All costs associated with hosting this event will be covered through a combination of in-kind services, donations, gifts

**ITEM K-2) CONSENT AGENDA
RESOLUTION
Back to School Health Fair and School Supply
Give-Away**

from the partners listed above. In order to facilitate this event it will be necessary to utilize city resources in the form of staff time. As such, Councilwoman Felicia Robinson is asking that the City Council approve the use of City staff resources from the Media and Events Division and Parks and Recreation Department to support this event.

Proposed Action:

That the City Council approve the attached resolution supporting Councilwoman Robinson's back-to-school health fair and school supply give away in partnership with the WEDR 99-Jamz and the Urban League of Greater Miami, and approve the use of City resources in the form of staff support for the event.

Attachment:

None

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, AUTHORIZING COUNCILWOMAN FELICIA
5 ROBINSON TO UTILIZE CITY RESOURCES TO HOST A BACK TO
6 SCHOOL HEALTH FAIR AND SCHOOL SUPPLY GIVE-AWAY AT THE
7 BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR
8 THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
9 EFFECTIVE DATE.

10
11 WHEREAS, in these challenging economic times, it is important for the City to
12 establish partnerships with other organizations to provide much needed resources to
13 residents, and

14 WHEREAS, in line with this goal, Councilwoman Felicia Robinson is
15 collaborating with WEDR 99-Jamz, the Urban League of Greater Miami, and the Jessie
16 Trice Community Health Center, Inc., to host a back-to-school health fair and school
17 supply giveaway, and

18 WHEREAS, the event will be held at the Betty T. Ferguson Recreational
19 Complex, and

20 WHEREAS, all costs associated with the event will be covered through in-kind
21 services, donations, and gifts from program partners, and

22 WHEREAS, Councilwoman Robinson seeks approval for the use of City
23 resources, in the form of staff time, to host the event at the Betty T. Ferguson
24 Recreational Complex,

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 Florida hereby authorizes Councilwoman Felicia Robinson to utilize City resources to
32 host a Back to School Health Fair and School Supply Giveaway at the Betty T.
33 Ferguson Recreational Complex.

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

44 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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54 SPONSORED BY: COUNCILWOMAN FELICIA ROBINSON

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56

Moved by: _____

57
58

VOTE: _____

59

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

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	July 13, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	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 #:	<i>(Enter #)</i>			
		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 Objective/Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Danny Crew, City Manager		Department:	Police Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AMENDMENT TO THE AGREEMENT WITH MIAMI-DADE COUNTY FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE ADJUSTMENT OF GRANT FUNDS, 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:

The Miami Gardens Police Department was awarded grant funding from the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant for FY 2011 in the amount of \$16,676. Requests were made and approved for a grant adjustment to facilitate a transfer of \$3,436 (one made via a previous request), from Salaries and Benefits to Operating Capital Outlay for the purchase of two (2) heavy volume scanners. This additional scanner will aide

**ITEM K-3) CONSENT AGENDA
RESOLUTION
Byrne Grant**

in the heavy volume of documents to be scanned to the Records Management System. Each scanner costs \$1,718 and the total cost for both scanners is \$3,436.

The balance remaining for Salaries and Benefits after the transfers will be **\$4,438** for the third and fourth quarter. Funds from this grant award continue to assist the Department in providing the highest level of service to our residents.

Proposed Action:

That the City Council authorize the City Manager to execute a grant adjustment for a transfer of funds from with the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant.

Attachment:

Attachment A: Byrne Grant Adjustment

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER AND CITY CLERK TO EXECUTE AND ATTEST,
6 RESPECTIVELY THAT CERTAIN AMENDMENT TO THE
7 AGREEMENT WITH MIAMI-DADE COUNTY FOR THE EDWARD
8 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE
9 ADJUSTMENT OF GRANT FUNDS, A COPY OF WHICH IS
10 ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR
11 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
12 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
13 EFFECTIVE DATE.

14
15 WHEREAS, the City of Miami Gardens Police Department was awarded funds in
16 the amount of Sixteen Thousand Six Hundred Seventy-Six Dollars (\$16,676.00) from
17 the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant for Fiscal
18 Year 2011, and

19 WHEREAS, the grant funds are utilized to assist with records management, and

20 WHEREAS, the Department desires to make an adjustment to the manner in
21 which grant funds are expended, and

22 WHEREAS, the Department desires to transfer Three Thousand Four Hundred
23 Thirty-Six Dollars (\$3,436.00) from the Salaries and Benefits to Operating Capital
24 Outlay for the purchase of two (2) heavy volume scanners, and

25 WHEREAS, the additional scanners will aid the records management system in
26 processing documents,

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

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

32 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
33 hereby authorizes the City Manager and City Clerk to execute and attest, respectively
34 that certain Amendment to the Agreement with Miami-Dade County for the Edward
35 Byrne Memorial Justice Assistance Grant for the adjustment of grant funds, a copy of
36 which is attached hereto as Exhibit "A".

37 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
38 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)
39 to be maintained by the City, and one (1) to be delivered to Miami-Dade County.

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

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

44

45 _____
46 SHIRLEY GIBSON, MAYOR

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48
49

50 **ATTEST:**

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54 _____
55 RONETTA TAYLOR, MMC, CITY CLERK

56

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

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

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Moved by: _____

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VOTE: _____

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Mayor Shirley Gibson _____ (Yes) _____ (No)

Page 72 of 252

67	Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
68	Councilman David Williams Jr.	_____ (Yes)	_____ (No)
69	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
70	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
71	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
72	Councilman Andre' Williams	_____ (Yes)	_____ (No)

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**AMENDMENT # 1
TO FY 2011 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
THE CITY OF MIAMI GARDENS**

Miami-Dade County by and through its Office of Grants Coordination located at 111 NW 1st Street, 19th Floor, Miami, Florida 33128 (hereinafter referred to as "the County") and the City of Miami Gardens located at 1020 NW 163rd Drive, Miami Gardens, Florida 33169 (hereinafter referred to as the "Provider") hereby agree on this ____ day of _____, 2011 to amend the Agreement dated the 20th day of December 2010 between the County and the Provider (hereinafter referred to as "the Agreement")

WHEREAS, the County and the Provider entered into the Agreement, dated the 20th day of December, 2010 for the provision of services for a CRIMINAL JUSTICE RECORDS IMPROVEMENT; and

WHEREAS, the County passed Resolution R-992-06, authorizing the County Manager to receive and expend anti-drug abuse funds from the Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the Provider has found it necessary to make changes to the Scope of Services and Program Budget in order to expend grant funds by the end of the grant year;

NOW, THEREFORE, the Agreement is amended as follows:

- I. SCOPE OF SERVICES. Attachment A of the Agreement entitled "Scope of Services" shall be replaced in its entirety with Amendment 1, Attachment A. The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Amendment 1, Attachment A.
- II. PROGRAM BUDGET. Attachment B of the Agreement entitled "Program Budget" shall be replaced in its entirety with Amendment 1, Attachment B. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached hereto and incorporated herein as Amendment 1, Attachment B.
- III. If any conflict in language exists between the Agreement and this Amendment 1, the language in this Amendment 1 shall prevail.
- IV. All terms and conditions of the Agreement not affected by this Amendment 1 are still in full force and effect.
- V. The terms and conditions of Amendment 1 are hereby made a part of the Agreement and are binding upon the County and the Provider.
- VI. This Amendment shall be effective on the date it has been signed by both parties and shall expire on the same date as the Agreement.

FY 2011
Provider Amendment #1

IN WITNESS WHEREOF, the parties hereto have caused this two (2) page amendment to be executed by its duly authorized officials.

MIAMI-DADE COUNTY

By: _____

Name: Alina T. Hudak

Title: County Manager

Date: _____

WITNESS:

Name

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

Name

PROGRAM NARRATIVE

Jurisdiction Name: City of Miami Gardens

Contact Person: Essie Briggs

Address: 1020 NW 163rd Drive
Miami Gardens, FL 33169

Contact Numbers: Office (305) 474-1417
Fax (305) 474-1529

Program Area: Records Improvement

Program Dates: 10/01/10 through 09/30/11

Program Name: Records Improvement

Target Population: City Residents

Problem Identification

From October 1, 2009 through June 1, 2010 the number of sworn police positions within the Miami Gardens Police Department (MGPD) increased by 8%; consequently, the volume of paper documents processed by the Records Unit has increased. Although the MGPD utilizes an electronic Records Management System, there is a requirement for officers to often create and submit supporting paper documents. Each document is manually sorted, housed, scanned and electronically attached to the Records Management System; these documents include, but are not limited to: arrest forms, property receipts, domestic violence paperwork, DUI documents, and evidentiary photographs. The volume of paperwork creates an increasing backlog of paperwork that must be sorted, tracked and managed electronically.

Presently, desktop scanners are in use, but issues related to the speed and unreliability of the lesser quality scanners has caused workflow interruptions, compromising the unit's ability to keep up with the demand. There is a need to purchase a high volume higher quality scanner, which will improve the efficiency of the scanning process. The Department proposes to use Byrne Grant funding to support much needed overtime to convert manual records to an electronic system and to purchase a high volume scanner. Byrne Grant funding is also required to continue the leasing of a color copier to print higher quality photographs for police personnel, other law enforcement agencies, State Attorney's Office, insurance companies and the general public. In order to continue providing this service, it is necessary to continue the funding of the color copier lease. The continued use of a color copier will continue to allow Records Unit staff to provide high quality photographs to our customers, and members of the criminal justice system.

Program Description

To provide the highest level of service and quality to our residents, the Miami Gardens Police Department will use Byrne Grant funding to continue to improve and enhance the criminal justice records management system. Funds will be used to continue a color copier lease which will enable the records staff to disseminate color photographs to police personnel, other law enforcement agencies, State Attorney's Office, insurance companies and the general public. Funds will also be used to fund the overtime needed to further digitize and enhance the department's current records system and to purchase two (2) high volume scanners.

Jurisdiction Name: City of Miami Gardens

Contact Person: Essie Briggs

Address: 1020 NW 163rd Drive
Miami Gardens, FL 33169

Contact Numbers: O (305) 474-1417
F (305) 474-1529

Program Area: Records Improvement

Program Dates: 10/01/10 through 09/30/11

Program Name: Records Improvement

Target Population: City Residents

Required Activities	Planned Measures	Monitoring Plan
<p>260 hours of overtime hours will be used to convert records from a manual system to an electronic retention system for the purposes of criminal justice records improvement.</p> <p>To purchase two (2) scanners for criminal justice records improvement activities in this project.</p> <p>To lease color copier for criminal justice records improvement activities in this project</p>	<p>The Provider shall be responsible for:</p> <p>Scan all supporting documentation to incident for case filing purposes and availability to police personnel, local law enforcement agencies, and the public.</p> <p>Purchase scanners for the Records Unit.</p> <p>Lease Color Copier for police data to be disseminated to criminal justice agencies, insurance companies, residents, etc.</p>	<p>The Provider is to submit the following information to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Copies of invoices and cancelled checks for equipment purchased.</p> <p>Copies of invoices and cancelled checks for leased equipment.</p> <p>Payroll records, time sheets and overtime slips.</p> <p>Copies of invoices and proof of payment/cancelled checks for contractual services and expenses</p>

PROGRAM BUDGET

Attachment B REVISED 2

Jurisdiction Name: MIAMI GARDENS

Contact Person: Essie Briggs

Program Area: Records Improvement

O (305) 474-1400 F (305) 474-1529

Program Name: Records Improvement

Program Dates: 10/01/10- 09/30/11

CONTRACTUAL SERVICES TOTAL

\$16,676

Salaries and Benefits, Total

\$9,220

Staff for approx. 219 hrs X \$42.10045662/hr. (OT)

\$9,220

Benefits include: FICA, Retirement.

Operating Capital Outlay, Total

\$3,436

Two (2) Heavy volume scanners @ \$1,718

\$3,436

Expenses, Total

\$4,020

Sharp Color copier lease (printer, fax, scanner, cabinet)

\$3,300

64 cents @ black & white copy, 59 cents @ color copy

Color Copier maintenance for 1 year @ \$60 mo

\$720

Total Budget

\$16,676

Miami-Dade County will reimburse an amount not to exceed:

\$16,676



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution X	Ordinance	Other
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading
		X	Public Hearing:	Yes	No	Yes No
Funding Source:	Miami Dade County General Obligation Bond Grant		Advertising Requirement:	Yes	No X	
Contract/P.O. Required:	Yes X	No	RFP/RFQ/Bid #: ITB#10-11-037	ITB#10-11-048 Acoustical Wall Panel Project		
Strategic Plan Related	Yes	No X	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		
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Capital Improvements		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH PARADIGM CONSTRUCTION MANAGEMENT LLC, IN AN AMOUNT NOT TO EXCEED FIFTY-NINE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS AND THIRTY CENTS (\$59,678.30) WHICH INCLUDES A TEN PERCENT (10%) CONTINGENCY TO FURNISH AND INSTALL ACOUSTICAL WALL PANELS IN THE GYMNASIUM AND AUDITORIUM AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX, 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:

Background

After the opening of the Betty T. Ferguson Recreational Complex it was determined that the acoustic properties in the Gymnasium and the Auditorium needed to be improved. Staff requested the design

**ITEM K-4) CONSENT AGENDA
RESOLUTION**

Agreement w/ Paradigm Construction Management LLC

and installation of sound absorptive material to be installed in the Gymnasium and the Auditorium. The East wall of the Auditorium and all wall surfaces in the Gymnasium are to receive the sound absorptive panels. The material will absorb excess noise and ambient sound in order to lower the levels of reverberated noise. The material is designed to create a quieter environment for these rooms. The total areas to be covered by the panels are 3500 Square Feet. Fabric covered panels will be installed in the Auditorium. To address high impact forces a denser and durable material will be utilized for the panels to be installed in the Gymnasium.

The Miami Dade County General Obligation Bond grant contract for the Furniture, Fixtures and Equipment for the Center will supply funding for the fabrication and installation of the acoustic panels.

Current Situation

Specifications were prepared by city staff and CPZ Architects for the Acoustical Wall Panel Project and posted Bid #10-11-048 on April 26, 2011. A broadcast notice was sent to 846 vendors. Eighteen bid packages were requested. Five bidders attended the mandatory pre-bid meeting held May 9, 2011 at the Betty T. Ferguson Recreational Complex. The bids were opened on May 19, 2011. One bid was received and publicity read (see attached tabulation sheet).

The bid was evaluated for compliance with the specifications and their ability to perform the work. Staff checked references of the apparent low bidder for past performances, finances, and insurances. All of the references were favorable; the finances and insurance are sufficient. A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review. Bidder indicated they would attempt to hire one City resident to assist with the installation of the panels for sixty days. Staff will discuss the hiring process with the bidder at the pre-construction meeting.

Proposed Action:

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a contract with Paradigm Construction Management LLC, located in Miami Springs, Florida, in an amount not to exceed \$59,678.30, which includes the 10% contingency, to furnish and install acoustical wall panels in the Gymnasium and the Auditorium at the Betty T. Ferguson Recreational Complex.

Attachment:

Attachment A - Tabulation Sheet

RESOLUTION NO. 2011_____

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH PARADIGM CONSTRUCTION MANAGEMENT LLC, IN AN AMOUNT NOT TO EXCEED FIFTY-NINE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS AND THIRTY CENTS (\$59,678.30) WHICH INCLUDES A TEN PERCENT (10%) CONTINGENCY TO FURNISH AND INSTALL ACOUSTICAL WALL PANELS IN THE GYMNASIUM AND AUDITORIUM AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX, 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.

WHEREAS, on April 26, 2011, Bid No. 10-11-048 was advertised relating to the design and installation of sound absorption materials for the Gymnasium and Auditorium at the Betty T. Ferguson Recreational Complex, and

WHEREAS, only one (1) bid was received and publicly read, and

WHEREAS, the bid was evaluated for compliance with the specifications and the company's ability to perform the work, and

WHEREAS, staff checked references of the apparent low bidder for past performance, finance and insurance, all of which was favorable, and

WHEREAS, it is being recommended that the City Council authorize the City Manager to enter into a contract with Paradigm Construction Management LLC for installation of acoustical wall panels in an amount not to exceed Fifty-Nine Thousand Six Hundred Seventy-Eight Dollars and Thirty Cents (\$59,678.30) which amount includes a ten percent (10%) contingency,

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

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

36 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
37 hereby approves that certain Agreement with Paradigm Construction Management LLC,
38 in an amount not to exceed Fifty-Nine Thousand Six Hundred Seventy-Eight Dollars and
39 Thirty Cents (\$59,678.30) which includes a ten percent (10%) contingency to furnish
40 and install acoustical wall panels in the Gymnasium and Auditorium at the Betty T.
41 Ferguson Recreational Complex, a copy of which is attached hereto as Exhibit "A".

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

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

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

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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SHIRLEY GIBSON, MAYOR

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

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

Moved by: _____

VOTE: _____

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



City of Miami Gardens
1515 N.W. 167th Street: Bldg. 5 Suite 200
Miami Gardens, Florida 33169

Procurement Department

Tabulation Sheet
ITB#10-11-048 ACOUSTICAL WALL PANEL PROJECT
May 19, 2011 @ 2:00 p.m.

Bid Item	Paradigm Construction Management, Miami, FL				
5% Bid Bon	Yes				
Finishes Gymnasium	\$26,626.50				
Finishes Auditorium	\$26,626.50				
Electrical Gymnasium	\$500.00				
Electrical Auditorium	\$500.00				
TOTAL	\$54,253.00				

This is only a tabulation of prices submitted and is not an indication of award or responsiveness



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other	
				X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
	X			Public Hearing:	Yes	No	Yes
Funding Source:	City Hall Bond		Advertising Requirement:		Yes		No
							X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	ITB# 10-11-056 New Municipal Complex Site Demolition Project			
	X						
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Capital Improvements			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO THE BG GROUP, LLC, IN AN AMOUNT NOT TO EXCEED \$108,922 FOR DEMOLITION SERVICES; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN AGREEMENT ATTACHED HERETO AS EXHIBIT "A" FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Staff Summary:

Background

The City purchased a 4.83 acre site located at the intersection of NW 27th Avenue and NW 187th Street to serve as the new site for the Miami Gardens City Hall Municipal Complex, which will include the future City Hall building, Police Department headquarters and a Parking Garage structure.

**ITEM K-5) CONSENT AGENDA
RESOLUTION
Awarding a bid to
BG Group, LLC**

The project is being developed in a phased approach to expedite the design and construction. The first phase is the relocation of most of the existing trees onto three nearby Miami Gardens Park sites. The tree relocation is currently underway to clear the site for the demolition of the existing facility. The second phase is the demolition of the former Wachovia Bank building to make room for the new CMG Municipal Complex. Construction for the new complex cannot start until the existing facility, including all of the underground utilities, has been completely removed.

On July 28, 2010 the City Council commissioned URS Corporation for the development of the design for the entire project. To assure proper coordination it was determined that URS Corporation should also prepare the Construction Documents for the building and site demolition.

Current Situation

Construction Documents were prepared by URS Corporation for the Miami Gardens Municipal Complex Site Demolition Project and posted ITB# 10-11-056 on May 20, 2011. Six (6) bidders attended the mandatory pre-bid meeting held on May 31, 2011 at the former Wachovia Bank site. The bids were opened on June 10, 2011. Two (2) bids were received and publicity read (see attached tabulation sheet).

The bids were evaluated for compliance with the Construction Documents and Specifications and the firm's ability to perform the work. Staff checked references of the apparent low bidder for past performances, finances, and insurances. All of the references were favorable; the finances are okay, insurance is sufficient. A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's office for review.

Proposed Action:

It is recommended that City Council approve the attached resolution authorizing the City Manager to execute a contract with the The BG Group, located in Boca Raton, Florida, in an amount not to exceed \$108,922, which includes the 10% contingency, for the demolition of the former Wachovia Bank site in preparation for the new City of Miami Gardens Municipal Complex.

Attachment:

Attachment A -Tabulation Sheet

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AWARDDING A BID TO THE BG
5 GROUP, LLC, IN AN AMOUNT NOT TO EXCEED ONE
6 HUNDRED EIGHT THOUSAND NINE HUNDRED TWENTY-TWO
7 DOLLARS (\$108,922.00) FOR DEMOLITION SERVICES;
8 AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
9 EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN
10 AGREEMENT ATTACHED HERETO AS EXHIBIT "A" FOR THIS
11 PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY
12 CLERK; PROVIDING FOR THE ADOPTION OF
13 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
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15 WHEREAS, the City purchased the former Wachovia Bank building located at
16 the intersection of NW 27th Avenue and NW 187th Street to serve as the new site for the
17 Miami Gardens City Hall Municipal Complex, which will include the future City Hall
18 building, Police Department headquarters and a Parking Garage structure, and

19 WHEREAS, the current bank building will need to be demolished, and

20 WHEREAS, Construction Documents were prepared by URS Corporation for the
21 Miami Gardens Municipal Complex Site Demolition Project and posted ITB# 10-11-056
22 on May 20, 2011, and

23 WHEREAS, two (2) bids were received and publicity read, and were evaluated
24 for compliance with the Construction Documents and Specifications and the firm's ability
25 to perform the work, and

26 WHEREAS, low bidder is The BG Group, LLC located in Boca Raton, Florida,
27 and

28 WHEREAS, staff checked the references of the apparent low bidder for past
29 performances, finances, and insurances and found them to be favorable, and

30 WHEREAS, it is recommended that that the City award the Bid to The BG Group,
31 LLC,

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

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

38 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
39 hereby awards a bid to The BG Group, LLC, in an amount not to exceed One Hundred
40 Eight Thousand Nine Hundred Twenty-Two Dollars (\$108,922.00) for demolition
41 services, and authorizes the City Manager and City Clerk to execute and attest
42 respectively, that certain Agreement attached hereto as Exhibit "A" for this purpose.

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

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

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

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

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

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65 Moved by: _____

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67 **VOTE:** _____

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

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

71 Councilman David Williams Jr. _____ (Yes) _____ (No)

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

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

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

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

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**CITY OF MIAMI GARDENS
DECONSTRUCTION CONTRACT**

THIS CONTRACT made as of this _____ day of _____, 20____, by and between The BG Group, LLC, hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

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

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

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 Enumeration of Contract Documents:

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

- (1) This Agreement and General Conditions
- (2) Insurance certificate(s).
- (3) Notice of Award and Notice to Proceed.
- (4) Invitation to Bid and the Specifications prepared by the CITY
- (5) CONTRACTOR's Response to the CITY's Invitation to Bid No. 10-11-056 dated June 10, 2011.

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

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

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

1.2 Conflict, Error or Discrepancy:

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

1.3 Representation of CONTRACTOR:

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

ARTICLE 2. SCOPE OF WORK

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

ARTICLE 3. CONTRACT TIME

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

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **TEN** (10) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within forty-two (42) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within seventy-two (72) days from the date certified by CITY as the date of Final Completion.

3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of Two Hundred Dollars (\$200.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of Two Hundred and Fifty Dollars (\$250.00) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely

ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

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

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

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

ARTICLE 4. COMPENSATION

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, the sum of Ninety-Nine Thousand Twenty Dollars (\$99,020.00).

ARTICLE 5. PROGRESS PAYMENTS

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

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in

the Contract Documents. Upon Final Completion and acceptance one half (1/2) of the retainage will be returned to CONTRACTOR in accordance with the terms and conditions stipulated in the Contract Documents.

One half (1/2) of the retainage fee shall be held and shall be redeemable upon satisfactory completion of the twelve (12) months if the warranty add alternate is selected.

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

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

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

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

- A. Defective Work not remedied.

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

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

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

ARTICLE 7. MISCELLANEOUS

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

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

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

7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any

term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.

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

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

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

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

And if sent to the CONTRACTOR shall be mailed to:

Name: The BG Group, LLC
Address: 1140 Holland Drive
Address: Suite 19
City, State & Zip: Boca Raton, FL 33487
Contact Person: Ivy Fradin

Fed. ID# 81-0593332
Telephone # 561-998-7997
Fax # 561-998-8815
Title: President

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

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

7.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of

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

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

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

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

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

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

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

7.15 Risk of Loss; Ownership: The risk of loss, injury or destruction of any personal property, including but not limited to the \$125,000.00, shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon final acceptance of the Work by CITY.

7.16 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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

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

WITNESSES:

Print Name: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Seal:

ATTEST:

City Clerk

CITY OF MIAMI GARDENS

City Manager

APPROVED AS TO FORM:

CITY Attorney

Dated:

ITB#10-11-056 New Municipal Complex Site Demolition Project

June 10, 2011 @ 2:00p.m.

Tabulation Sheet

	The BG Group LLC Boca Raton, FL	Paradigm Const. Miami, FL				
Description						
5% Bid Bond	Cashier Check	yes				
Gen Req	\$11,000.00	\$28,580.00				
Bldg Demo	\$53,220.00	\$55,200.00				
Site Demo	\$15,675.00	\$8,000.00				
Const Fence	\$8,190.00	\$6,000.00				
Sed & Erosion	\$1,415.00	\$5,000.00				
Crush Material	\$9,520.00	\$6,000.00				
TOTAL	\$99,020.00	\$108,780.00				

BG Group stated they will use their own means & methods to demolish the building

This is only a tabulation of prices submitted and is not an indication of award or responsiveness



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN EXHIBITION AGREEMENT WITH CIRCLE OF ONE MARKETING, AS THE AGENT FOR THE CHILDREN’S TRUST MIAMI HEART GALLERY, 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:

Background Information

The Children’s Trust Miami Heart Gallery is a traveling, museum-quality exhibit featuring portraits of children in Miami-Dade’s foster care system who are available for adoption. These images capture the essence and personality of the children and are displayed in public spaces. Currently 60 cities in 45 states have created successful Heart Galleries. New Jersey saw 800 inquiries about foster care and adoption

**ITEM K-6) CONSENT AGENDA
RESOLUTION
Miami Heart Gallery**

because of its Heart Gallery. In Connecticut, 19 of the 40 children in a Heart Gallery exhibition were adopted. Nationally more than 500 difficult-to-place foster children have found homes since the first Heart Gallery began in 2001.

The mission of the Children's Trust Miami Heart Gallery is to improve the lives of children and families in Miami-Dade County by making strategic investments in their future. There are approximately 500 children in Miami-Dade County's foster care systems which are waiting to be adopted.

Building on this national model, *The Children's Trust*, in collaboration with *Our Kids*, launched the Miami Heart Gallery in June 2008. This grassroots effort builds on voluntary or pro-bono resources of the community; whether it is corporations, gallery owners, photographers or photo framers, this collaborative effort serves as a tool for promoting adoption in Miami Dade County.

Current Situation

The Miami Heart Gallery expressed its desire to bring its exhibit to the City of Miami Gardens and feature it in the City's brand new Betty T. Ferguson Recreation Complex. The high volume of traffic being realized at the complex makes it an ideal location for this exhibit.

The proposed exhibit will take place for six (6) weeks, starting August 2 – September 16, 2011. The Miami Heart Gallery exhibition will consist of 20 portraits which are 24" x 36'. Portraits are typically mounted directly on to the wall with mounting hardware (2 screws each). Portraits are usually placed side by side vertically and or horizontally one above another. Each portrait comes with bio card information of each child. The bio cards are business card size, in its own business card holder, and attached to the wall with Velcro underneath the portrait. In the proposed exhibit at the Community Center, it has been preliminarily determined that the portraits will be hung from the ceiling so as to mitigate any perforations to the interiors walls. The exhibit coordinator (Circle of One Marketing) will be responsible for ensuring that the installation is done as agreed, and that any necessary patching and painting of any of the center's interior surfaces will be done in order to return the exhibit space to the condition it was prior to the showing of The Children's Trust Miami Heart Gallery.

The City of Miami Gardens has an opportunity to participate in this very important endeavor. There are More than 2,750 foster children eligible for adoption in Florida with at least 500 eligible in Miami-Dade. The Miami Heart Gallery exhibitions have been the most successful, yielding parent matches for more than 50 percent of the children in just six months. It is for this reason that the City's support of this exhibit is sought. The placement of the portraits will be in the east corridor of the Community Center and will not interfere with the Center's normal operations, including auditorium and/or meeting room rentals.

Proposed Action:

Councilman Gilbert recommends that City Council approve the resolution authorizing the City Manager to execute the attached Exhibition Agreement authorizing the installation of the 20 portraits at no cost to the exhibitor.

Attachment:

Attachment A- Miami Heart Gallery Exhibition Agreement

RESOLUTION NO. 2011_____

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN EXHIBITION AGREEMENT WITH CIRCLE OF ONE MARKETING, AS THE AGENT FOR THE CHILDREN'S TRUST MIAMI HEART GALLERY, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Children's Trust Miami Heart Gallery is a traveling museum quality exhibit featuring portraits of children in Miami-Dade County's Foster Care system who are available to be adopted, and

WHEREAS, the Exhibit focuses upon the essence and personalities of the children in the system, and the photographs are displayed in public spaces, and

WHEREAS, sixty (60) cities in forty-five (45) states have created successful Heart Galleries, and

WHEREAS, there are approximately 500 children in Miami-Dade County foster care system waiting to be adopted, and

WHEREAS, the *Children's Trust* in collaboration with *Our Kids*, launched the Miami Heart Gallery in June 2008, and

WHEREAS, their efforts are supported by voluntary and pro bono resources of the community, and

WHEREAS, the Miami Heart Gallery has expressed a desire to place its Exhibit at the City of Miami Gardens at the Betty T. Ferguson Recreational Complex, and

WHEREAS, the Exhibit will take place for six (6) weeks commencing August 2, 2011 and ending September 16, 2011, and will consist of twenty (20) portraits, and

WHEREAS, the City of Miami Gardens wishes to participate in this Exhibit, and to have the Exhibit to be placed at the Betty T. Ferguson Recreational Complex,

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

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

37 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
38 hereby authorizes the City Manager and City Clerk to execute and attest, respectively
39 that certain Exhibition Agreement with the Circle of One Marketing, as the agent for the
40 Children’s Trust Miami Heart Gallery, attached hereto as Exhibit “A”.

41 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
42 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)
43 to be maintained by the City, and one (1) to be delivered to the Children’s Trust Miami
44 Heart Gallery.

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

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

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: COUNCILMAN OLIVER GILBERT, III

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)



miamiheartgallery

Exhibition Agreement

The following is an agreement for the exhibition of The Children’s Trust Miami Heart Gallery at the venue named below. This agreement is made between the venue and Circle of One Marketing, as the agent for The Children’s Trust Miami Heart Gallery.

The venue is referred to as “Exhibitor”.

Exhibitor: Miami Heart Gallery-Betty T. Ferguson Recreational Complex - City of Miami Gardens

Address: 1515 N.W. 167 Street, Bldg. 5, Ste. 200

City: Miami Gardens State: FL Zip: 33169

Email: ccarney@miamigardens-fl.gov / drosemond@miamigardens-fl.gov

Primary Contact: Christine Carney/ Daniel Rosemond Title: Community Center Manager / Assistant City Manager/Community Development Director

Miami Heart Gallery

Address: 2400 NE 2nd Avenue, Suite C

Primary Contact: Flora Sweet Title: Coordinator

Email: flora@circleofonemarketing.com

2 Purpose

Circle of One Marketing, as the agent for The Children’s Trust Miami Heart Gallery, agrees to provide to the Exhibitor, and the Exhibitor agrees to display to the general public, the works listed in **Appendix A: Installation Exhibit List.**

3 Exhibition Venue Location:

Address: 3000 NW 199th St

City: Miami Garden State: FL Zip: 33056

4 Exhibition dates and Viewing Times:

From Date: August 2, 2011 To Date: September 16, 2011

Public Viewing Hours: office hours

5 Delivery and return

5.1 Transport to venue

Circle of One Marketing, is responsible for delivering the exhibit to the Exhibitor’s venue.

5.2 Repacking work

Circle of One Marketing, is responsible for repacking the exhibit for return and shipment.

5.3 Return transportation

Circle of One Marketing is responsible for arranging transportation and return shipment of the exhibit.

5.4 Exhibit location repair

Circle of One Marketing is responsible for patching and painting walls where holes were made for wall mounting and for returning the exhibit space to the condition it was prior to the showing of The Children's Trust Miami Heart Gallery.

6 Installation and De-installation

6.1 Installation

The exhibit will be installed by a Circle of One Marketing' Installation Team, under the supervision of a professional curator.

6.2 The Exhibitor agrees not to remove any pieces of the exhibit from its installed location without first speaking with representatives from Circle of One Marketing.

6.3 Facilities provided by the Exhibitor

The venue will supply the following facilities:

- Necessary structures and wall space for the general exhibition of the exhibit
- Protection of exhibit from weather and water damage

6.4 De-installation

Circle of One Marketing, as the agent for The Children's Trust Miami Heart Gallery, is responsible for de-installing the exhibition.

6.5 Installation date and times: August 2, 2011 at 11:00 am

6.6 De-installation date and times: September 16, 2011 at 11:00 am

7 Loss, Damage and Insurance

The Exhibitor agrees to immediately notify Circle of One Marketing of any deterioration or damage to the work/exhibit.

7.1 Insurance

The Children's Trust is responsible for exhibition insurance and third party public and products liability insurance, when requested.

8 Publicity and promotion

The venue agrees to provide reasonable access to venue, facilities and exhibit within 24 hours notice to media assigned to cover The Children's Trust Miami Heart Gallery.

9 Fees and expenses

Exhibitor agrees to provide exhibit space at no cost for the duration of the exhibit to The Children's Trust Miami Heart Gallery.

10 Sale of work

The Children's Trust Miami Heart Gallery is a non-profit adoption awareness campaign and

none of its work is for sale.

11 Copyright and Reproduction Rights

The Children's Trust retains copyright of the all materials in the Miami Heart Gallery and all reproduction rights. No work may be copied or reproduced without written permission of The Children's Trust. The Exhibitor may photograph work only to publicize or promote the exhibit while on the premises and is encouraged to do so!

12 Appendices

The attached **Appendix A – Exhibit List** forms an integral part of the exhibit terms.

13 Special Note

Circle of One Marketing, may remove the Exhibit from the venue at any time.

14 Additional Terms or Requirements

Below are additional terms and/or requirements for this exhibit venue:

17 Venue representative signature

Signed: _____ Name: _____ (printed)

Title: _____ Date: _____

Name: _____ (printed)

Title: _____ Date: _____

The Children's Trust Miami Heart Gallery representative signature:

Signed: _____ Name: _____ (printed)

Title: _____ Date: _____

Appendix A: Installation Exhibit List

Below is an overview and explanation of how The Children's Trust Miami Heart Gallery exhibit is installed in various venues. However, we highly recommend representatives from your venue visit www.miamiheartgallery.org and/or the actual Children's Trust Miami Heart Gallery at current exhibiting location, if possible.

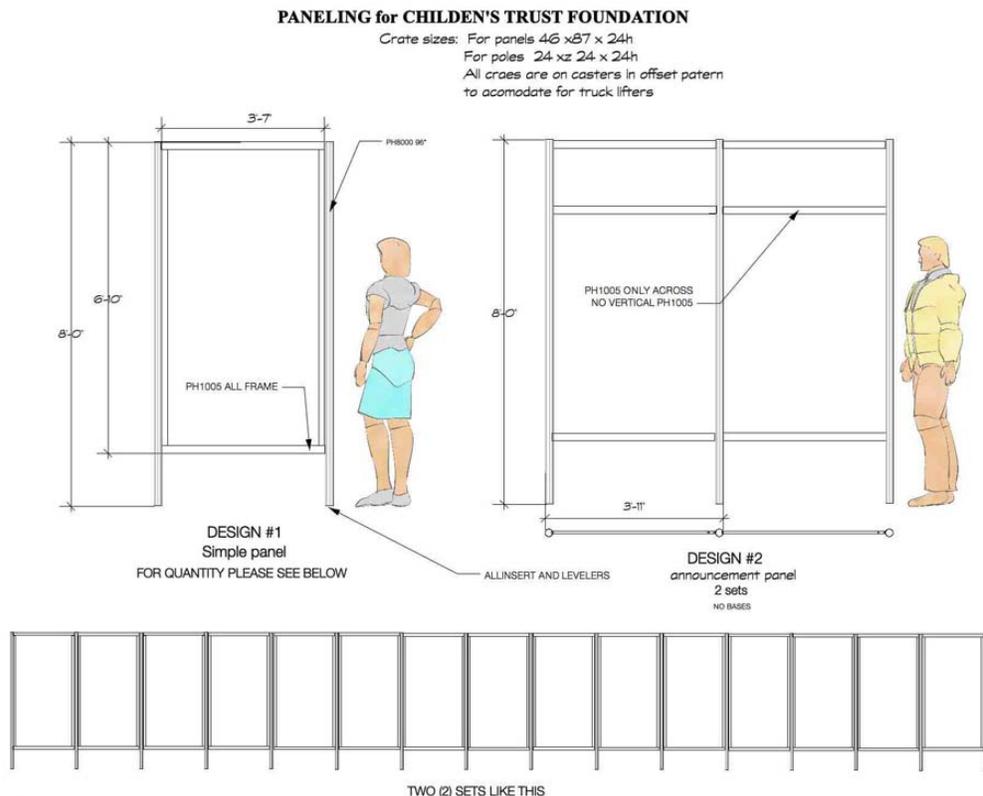
Free Standing Panel Installation

The day of installation the facilities manager or curator of the venue must be present to ensure the panels are placed in the areas designated and does not intrude or interfere with normal operations. Once the panels are assembled together they are not to be moved or altered by anyone except for Circle of One Marketing's Children's Trust Miami Heart Gallery installation crew.

Panel Installation is placed in free space available. The panel size is 8ft tall and 4' ft wide. There are 28 panels and generally not all panels are used. The panels can be laid out differently depending on space available. Each panel holds two portraits and bio card information on each child. The panels are also used for the sponsorship board, adoption information and volunteer board.

Circle of One Marketing is responsible for patching up the holes, touch ups and minor repairs resulting from exhibit installation. However, if the venue wishes to assist in maintaining the gallery, it is greatly appreciated.

Please see diagram below for the specifications of the panels



rdt production designs.

Actual Photos of panels



Wall hanging Installation

The day of installation the facilities manager or curator of the venue must be present to ensure the panels are placed in the areas designated and does not intrude or interfere with normal operations. Once the panels are assembled together they are not to be moved or altered by anyone except for Circle of One Marketing's Children's Trust Miami Heart Gallery installation crew.

There are 20 portraits which are 24" x 36". Portraits are mounted **directly on to the wall** with mounting hardware (2 screws each). Portraits are usually placed side by side vertically and or horizontally one above another. Each portrait comes with bio card information of each child. The bio cards are business card size, in its own business card holder, and attached to the wall with Velcro underneath the portrait.

Panels may be used to supplement exhibit if space permits, for any additional portraits, adoption, sponsorship panel and volunteer information. The panel size is 8ft tall and 4" ft wide. There are 28 panels and generally not all panels are used.

Circle of One Marketing is responsible for patching up the holes, touch ups and minor repairs resulting from exhibit installation. However, if the venue wishes to assist in maintaining the gallery, it is greatly appreciated.

Please see pictures below



Floating Portrait Installation

The day of installation the facilities manager or curator of the venue must be present to ensure the panels are placed in the areas designated and does not intrude or interfere with normal operations. Once the panels are assembled together they are not to be moved or altered by anyone except for Circle of One Marketing's Children's Trust Miami Heart Gallery installation crew.

There are 20 portraits which are 24" x 36". Portraits are suspended from the ceiling with heavy duty fish line. Portraits are usually placed side by side vertically and or horizontally one above another. Each portrait comes with bio card information of each child. The bio cards are business card size in its own business card holder.

Circle of One Marketing is responsible for patching up the holes, touch ups and minor repairs resulting from exhibit installation. However, if the venue wishes to assist in maintaining the gallery, it is greatly appreciated.





**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	x			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source:	<i>(Enter Fund & Dept)</i> 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 #:	<i>(Enter #)</i>			
		x					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		x	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	n/a			
Sponsor Name	Mayor Shirley Gibson		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING MAYOR SHIRLEY GIBSON'S APPOINTMENT OF MIGUEL MURPHY TO THE CARIBBEAN AFFAIRS COMMITTEE FOR A THREE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Caribbean Affairs Committee, Mayor Shirley Gibson hereby submits her appointee for membership in accordance with Ordinance No. 09-11-183, Section (2) (c). Effective upon ratification, the committee will recognize Miguel Murphy as an appointee of Mayor Gibson.

Proposed Action:

That the City Council approves Mayor Gibson's appointment of Miguel Murphy to the Caribbean Affairs Committee.

Attachment:

Committee Application

**ITEM K-7) CONSENT AGENDA/RESOLUTION
Mayor Gibson's Board Appointment**

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING MAYOR GIBSON'S APPOINTMENT OF MIGUEL MURPHY TO THE CARIBBEAN AFFAIRS COMMITTEE FOR A THREE-YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City established a Caribbean Affairs Board in accordance with Ordinance No. 2009-11-183, and

WHEREAS, Mayor Shirley Gibson has appointed Miguel Murphy to the Caribbean Affairs Advisory Committee, and

WHEREAS, in accordance with Ordinance No. 2009-11-183, it is appropriate for the City Council to ratify the appointment,

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

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

Section 2: RATIFICATION OF APPOINTMENT: The City Council hereby ratifies Mayor Gibson's appointment of Miguel Murphy to the Caribbean Affairs Committee for a three-year term.

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

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

SHIRLEY GIBSON, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

Reviewed by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: MAYOR SHIRLEY GIBSON

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 BOARD/COMMITTEE APPLICATION

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

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

- 1. Position sought: Committee Member, Caribbean Affairs
- 2. Name: Mignel Murphy
- 3. Home Address: 3473 NW 181st Street Miami, FL 33056
- 4. Business Address: 11380 NW 27th Avenue Miami, FL 33167
- 5. Employer (if self please state): Miami Dade College, North Campus

- a. Job Title: Assistant Supervisor
- b. Nature of business: Higher Education

6. Home Phone No. 305-761-9799 Business Phone No. 305-237-8371
 Fax No. _____

7. E-mail Address: mmurphy3c@mdc.edu

8. Education Background:

a. High School Szint Mary's Academy, Dominica, W.I.
 Name of School _____ Dates of Attendance 09/93 - 06/98

b. Vocational School
 Name of School N/A Dates of Attendance N/A

c. College

Name of College University of Phoenix Dates of attendance 05/2008 - 07/2011

Degree obtained if any Master of Business Administration / Global Management (07/2011)
Bachelor of Science in Management (11/2009)

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

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

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

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

N/A

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

13. Are you employed by the Mayor or any of the Council members in their private capacities?

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

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

If yes, please state the name of the business: Dominica Development Group, LLC
Is this business a vendor with the City Yes ___ No

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

If yes, please state the name of the business: Dominica Development Group, LLC
Is this business a vendor with the City Yes ___ No

17. Ethnic Origin:

White Non-Hispanic ___ African American Hispanic American ___ Other ___

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

Second choice _____

Third choice _____

Fourth choice _____

Fifth choice _____

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

Signature [Signature]
Applicant

Date 6/27/2011

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR

Miguel Murphy

3473 NW 181 Street
Miami, FL 33056
(305) 761-9799
mmurphy3@mdc.edu

Objective

To obtain an administrative/leadership position with a reputable organization that will allow me to continue to progress professionally, be innovative, apply my leadership experience, and help others to succeed.

Education

- May 2014, University of Miami, FL
Doctor of Education in Higher Education Leadership
- July 2011, University of Phoenix, AZ
Master of Business Administration
Concentration: Global Management
- November 2009, University of Phoenix, AZ
Bachelor of Science in Management
- December 2000, Miami Dade College, FL
Associate of Arts in Computer Science

Work Experience

07/2010 – Present
Miami Dade College, North Campus
Admissions and Registration Services
Miami, FL

Position Title: *Assistant Supervisor*

- Supervise, guide, and train full-time, part-time, and student assistants
- Assist students and the public with the complex interpretation and explanation of college policy, procedures, state rules and statutes
- Meet with students, college employees and the public that are experiencing problems or need to express concerns and provide resolutions and customer satisfaction
- Review and use independent judgment to determine authenticity of documentation (immigration documents, foreign and domestic credentials and documents to support residency-for-tuition-purposes)
- Refer complex admission cases to the supervisor of Admissions and Registration, the Director of Admissions and Registration Services, departments, and program areas
- Oversee the quality control process to ensure that all admission and registration processes are in compliance with federal, state, and college procedures
- Process incoming admissions applications received either in person, by mail, or electronically
- Register credit, vocational, and non-credit students
- Process class overrides and financial obligations overrides

Miguel Murphy

- Plan and organize for admission and registration functions to be executed at periodic on and off-campus recruitment activities

07/2008 – 07/2010

**Miami Dade College, North Campus
Computer Courtyard (Student Success Center)
Miami, FL**

Position Title: *Manager*

- Assisted in hiring, scheduling, supervising, training, and evaluating part-time employees, student assistants, and service learning volunteers
- Reported payroll of part-time employees and student assistants
- Enforced policies and procedures of the Computer Courtyard
- Identified and resolved faculty, staff, and student concerns, issues, and conflicts
- Assisted other departments within Student Services such as Advisement and Career Services, the New Student Center, and Financial Aid during peak registration periods

07/2004 – 07/2008

**Miami Dade College, North Campus
S.A.I.L. (System for Applied Individualized Learning) Support Lab
Miami, FL**

Position Title: *Assistant Manager*

- Assisted in the daily management, supervision, training, and evaluation of all part time academic tutors and students
- Advised and registered vocational students using Odyssey

08/2001 – 07/2004

**Miami Dade College, North Campus
S.A.I.L. Support Lab
Miami, FL**

Position Title: *Academic Tutor/Network Technician*

- Prescribed remediation tools to students of different cultural and ethnic backgrounds in reading, writing, and mathematics based on need, area of study, and test taken
- Reported and tracked students' attendance and progress
- Created manuals and procedures for staff and students
- Assisted the Academic Lab Manager in developing strategies for student success.

**Volunteer
Activities**

Miguel Murphy

- Lead advisor of various student groups at the North Campus
- United Way liaison for Admissions and Registration, North Campus
- Serve on various College-wide planning and screening committees.

Attributes and Skills

- Self-motivated, pleasant, friendly, and respectful of authority and others
- Ability to function efficiently and effectively under pressure
- Ability to promote teamwork and function in a multicultural environment
- Ability to initiate and maintain effective working relationships
- Ability to plan, organize, and delegate tasks
- Ability to multitask and prioritize
- Excellent budgeting skills, leadership skills, and time management skills
- Excellent interpersonal skills, communication skills, and customer service skills
- Effective listener and note-taker
- Detail-oriented
- Punctual

Computer Skills and Certifications

- Proficient in Microsoft Office Suite
- Microsoft Certified Professional
- A+ Certified Professional

Relevant CTD Workshops

- Dealing with Difficult People
- Customer Service in Challenging Times
- R.I.S.E (Resiliency, Inspire, Service Satisfaction, Evolving)
- Frontline Leadership for Supervisors

References

Andrew Carbon
Director, Advisement and Career Services, Miami Dade College, North Campus
Phone Number: 305-237-1041
Email: acarbon@mdc.edu

Robert Barton
Manager, Business Resource Center, Miami Dade College, North Campus
Phone Number: 305-237-1678
Email: rbarton@mdc.edu



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	x			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source:	<i>(Enter Fund & Dept)</i> 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 #:	<i>(Enter #)</i>			
		x					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> n/a			
		x	Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communcation <input type="checkbox"/>				
Sponsor Name	Councilwoman Felicia Robinson		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILWOMAN ROBINSON’S APPOINTMENT OF MARIO ZAMORA TO THE CARIBBEAN AFFAIRS COMMITTEE FOR A TWO-YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

In accordance with the establishment of the Caribbean Affairs Committee, Councilwoman Felicia Robinson hereby submits her appointee for membership in accordance with Ordinance No. 09-11-183, Section (2) (c). Effective upon ratification, the committee will recognize Mario Zamora as an appointee of Councilwoman Robinson.

Proposed Action:

That the City Council approves Mayor Gibson’s appointment of Miguel Murphy to the Caribbean Affairs Committee.

Attachment:

Committee Application

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILWOMAN ROBINSON'S APPOINTMENT OF MARIO ZAMORA TO THE CARIBBEAN AFFAIRS COMMITTEE FOR A TWO-YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City established a Caribbean Affairs Board in accordance with Ordinance No. 2009-11-183, and

WHEREAS, Councilwoman Felicia Robinson has appointed Mario Zamora to the Caribbean Affairs Advisory Committee, and

WHEREAS, in accordance with Ordinance No. 2009-11-183, it is appropriate for the City Council to ratify the appointment,

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

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

Section 2: RATIFICATION OF APPOINTMENT: The City Council hereby ratifies Councilwoman Felicia Robinson's appointment of Mario Zamora to the Caribbean Affairs Committee for a two-year term.

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

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

SHIRLEY GIBSON, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

Reviewed by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: COUNCILWOMAN FELICIA ROBINSON

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 BOARD/COMMITTEE APPLICATION

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

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

1. Position sought: Caribbean Affairs
2. Name: MARIO ZAMORA
(Please print)
3. Home Address: 7774 NW 165 ST. M.I. FL 33016
4. Business Address: 18425 NW 2nd Ave #335 M.G FL 33269
5. Employer (if self please state): MIAMI BROWARD ONE CARNIVAL
 - a. Job Title: CHAIRMAN
 - b. Nature of business: CULTURAL PROMOTION
6. Home Phone No. 786-888-9000 Business Phone No. 305-653-1977
Fax No. 786-888-9001
7. E-mail Address: MARIO @ DZAMORA.COM
8. Education Background:
 - a. High School
Name of School Hialeah Dates of Attendance 1981 to 1984
 - b. Vocational School
Name of School _____ Dates of Attendance _____
 - c. College
Name of College MDC Dates of attendance 1984 to 1992
Degree obtained if any A.A & A.S

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

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

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

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

UNKNOWN

12. Are you employed by the City? Yes ___ No X

13. Are you employed by the Mayor or any of the Council members in their private capacities?

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

15. Do you own a business in the City? Yes (?) No ___

If yes, please state the name of the business: RUN AN ORGANIZATION
Is this business a vendor with the City Yes ___ No ___

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

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

17. Ethnic Origin:

White Non-Hispanic ___ African American ___ Hispanic American X Other ___

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

Caribbean Affairs Com.

Second choice

Third choice

Fourth choice

Fifth choice

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

Signature

[Handwritten Signature]
Applicant

Date

4/27/2011

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
			Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source:	Fleet Department, General Fund		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	RFP#10-11-047			
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	N/A			
Sponsor Name	Danny O. Crew, City Manager		Department:	Fleet Department/Police Department/Code Compliance Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO MIDTOWN TOWING OF MIAMI, INC., FOR TOWING AND STORAGE SERVICES; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN AGREEMENT FOR THIS PURPOSE, 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:

Background
The Code Enforcement Department and the Police Department require services for the towing, storage and disposal of abandoned, unregistered and junked vehicles, trailers and boats that are in the public rights-of-way, streets, highways, and public or private property throughout the City on an as needed basis. Additionally, the

**ITEM K-9) CONSENT AGENDA
RESOLUTION
Awarding a bid to Midtown Towing of Miami Inc.**

police department utilizes tow services during arrest situations, recovery of stolen vehicles and for seizure and storage of vehicles related to forfeitures.

The City of Miami Gardens actively utilizes 411 city vehicles. During the course of operation, the need arises for vehicles that are unsafe or inoperable to drive to be towed to repair facilities. In addition, the city may require jump start or lock out services as well.

The City awarded a towing contract to Kauff's Transportation Systems on July 28, 2008 for three years. The company agreed to pay the City 10% of the gross value of all tows. Kauff's has performed the contract successfully. The City received \$41,864.50 last fiscal year. The current contract expires July 29, 2011.

Current Situation

In preparation for issuing the new bid specifications, Staff inquired with other municipalities in the area, requesting information to ascertain how towing revenues were being collected. A majority of the municipalities contacted required a flat fixed annual fee to be paid either monthly or quarterly by the municipal towing contractor. Most of the municipalities receive \$100,000 or more annually.

Specifications were prepared by City staff for the towing and storage of vehicles plus towing, storage and disposal of abandoned vehicles and advertised RFP #10-11-047 on April 28, 2011. A broadcast notice was sent to 149 vendors. Eleven proposal packages were requested. The proposals were opened on May 26, 2011. Three proposals were received from Midtown Towing of Miami, located in Miami, FL; Kauff's Transportation Systems, located in Opa-Locka, FL; Downtown Towing Company, located in Miami, FL.

Proposals were evaluated for compliance with the specifications and their ability to perform the work. Staff checked references for past performances, finances, and insurances. All of the references were favorable, the companies' finances were in order, and insurances were sufficient.

An evaluation committee consisting of Roderick Potter, Code Compliance Division Director; Steve List, Police Major; David Motola, Fleet Supervisor evaluated the proposals in accordance with the criteria. The committee met and directed the Procurement Manager to obtain clarifications and answer concerns regarding the proposal submitted by Midtown Towing. Midtown Towing responded to the clarifications. A site visit was conducted to inspect the facilities, towing vehicles and equipment of the companies for compliance with the City's requirements. Each company met the minimum requirements.

The evaluation committee submitted an evaluation sheet after visiting the sites. The committee is recommending award of the City's towing contract to Midtown Towing of Miami, Inc. Midtown's North Miami Beach facility will be responsible for handling the City's contract. Midtown has agreed to pay the City an annual flat fixed fee of \$150,000.00, which equates in an additional \$108,000 in revenue to the City. They will charge the City a flat fee of \$60.00 for vehicles over ¾ ton and \$25.00 for vehicles less than ¾ ton. There will be no mileage fee. It is estimated that it will cost the City \$2,000 per year based on the estimated 15-20 vehicles per month that will require towing services.

A copy of the proposal document and proposal submittals are available at the assistant to the Mayor and Council's office for review.

Proposed Action:

That the City Council approve the attached resolution authorizing the City Manager to execute the contract with Midtown Towing of Miami, Inc .located in Miami, FL. for the term contract of three years for Towing & Storage of Vehicles plus Towing, Storage & Disposal of Abandoned Vehicles.

Attachment:

Attachment A –Price Proposal
Attachment B – Evaluation Sheet

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AWARDED A BID TO MIDTOWN
5 TOWING OF MIAMI, INC., FOR TOWING AND STORAGE
6 SERVICES; AUTHORIZING THE CITY MANAGER AND CITY
7 CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT
8 CERTAIN AGREEMENT FOR THIS PURPOSE, ATTACHED
9 HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO
10 THE CITY CLERK; PROVIDING FOR THE ADOPTION OF
11 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
12

13 WHEREAS, the City requires services for the towing, storage and disposal of
14 abandoned, unregistered and junked vehicles, trailers and boats, and

15 WHEREAS, in some instances, the City requires the use of a tow company to
16 tow city vehicles that become inoperable, and

17 WHEREAS, the City's current contract for towing services expires on July 29,
18 2011, and

19 WHEREAS, City staff prepared specifications for the towing and storage of
20 vehicles plus disposal of abandoned vehicles and advertised RFP #10-11-047 on April
21 28, 2011, and

22 WHEREAS, three proposals were received from Midtown Towing of Miami,
23 located in Miami, FL; Kauff's Transportation Systems, located in Opa-Locka, FL;
24 Downtown Towing Company, located in Miami, FL, and

25 WHEREAS, proposals were evaluated for compliance with the specifications and
26 the companies' ability to perform the work, and references were checked, and

27 WHEREAS, a staff evaluation committee met and conducted a site visit to
28 inspect the facilities, towing vehicles and equipment of the companies for compliance
29 with the City's requirements, and

30 WHEREAS, it was determined that each company met the minimum
31 requirements, and

1 WHEREAS, the evaluation committee submitted an evaluation sheet after visiting
2 the site, and is recommending award of the City's towing contract to Midtown Towing of
3 Miami, Inc.,

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

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

9 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
10 hereby awards a bid to Midtown Towing of Miami, Inc., for towing and storage services,
11 and further authorizes the City Manager and City Clerk to execute and attest
12 respectively that certain agreement attached hereto as Exhibit "A" for this purpose.

13 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
14 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)
15 to be maintained by the City, and one (1) to be delivered to Midtown Towing of Miami,
16 Inc.

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

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

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SHIRLEY GIBSON, MAYOR

1 **ATTEST:**

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5 _____
6 RONETTA TAYLOR, MMC, CITY CLERK

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

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11

12 SPONSORED BY:

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14 Moved by: _____

15

16 **VOTE:** _____

17

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

19

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

21

22 Councilman David Williams Jr. _____ (Yes) _____ (No)

23

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

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

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

29

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

CITY OF MIAMI GARDENS PROCUREMENT DEPARTMENT

EVALUATION RANKING SHEET

**RFP# 10-11-047 Towing and Storage of Vehicles plus Towing, Storage, & Disposal of Abandoned Vehicles
May 26, 2011 @ 2:00 p.m.**

By signing this form as an Evaluator, I certify that I have no conflict of interest

Signed _____

Dated: _____

Company	Evidence of ability & finances (max 60 pts)	Evidence of Equipment, vehicles & storage facility (max 75 pts)	Guarantee annual flat fee (max 60 pts)	Cost of towing city vehicles (max 45 pts)	Responses of References (max 15 pts)	Firm(s) located in CMG (max. 30 pts.)	Firm donate local schools (max. 15 pts)	Total (max. 300 pts.)
Midtown Towing of Miami, Inc. Miami, FL	50	67	60	40	15	0	0	232
Kauff's Transportation Systems, Opa Locka, FL	58	73	40	40	15	0	0	226
Downtown Towing Company, Miami, FL	37	66	43	30	15	0	0	191

Comments:



City of Miami Gardens
 1515 N.W. 167th Street: Bldg. 5 Suite 200
 Miami Gardens, Florida 33169

Procurement Department

Tabulation Sheet
RFP#10-11-047 Towing & Storage of Vehicles plus Towing, Storage & Disposal of Abandoned Vehicles
May 26, 2011 @ 2:00 p.m.

Bidder: Midtown Towing of Miami, Inc.

GUARANTEE ANNAUL FLAT FEE

\$ 150,000.00

CLASS City owned vehicles	TOWING after first 10 miles	TOWING outside City limits	RATE
Vehicles over ¾ ton	\$.00 /mile	\$.00 /mile	\$ 60.00
Vehicles up to ¾ ton	N/A	\$.00 /mile	\$ 25.00

Additional Requirements CLASS	HOURLY wait time
Class "A" Wrecker	\$ 40.00
Class "B" Wrecker	\$ 60.00

Bidder: Kauff's Transportation Systems

GUARANTEE ANNAUL FLAT FEE

\$ 48,275.00 guarantee
 plus 10% gross revenue in excess of \$450,000.00

CLASS City owned vehicles	TOWING after first 10 miles	TOWING outside City limits	RATE
Vehicles over ¾ ton	\$ 0 /mile	\$ 0 /mile	\$ 0
Vehicles up to ¾ ton	N/A	\$ 0 /mile	\$ 0

Additional Requirements CLASS	HOURLY wait time
Class "A" Wrecker	\$ 0
Class "B" Wrecker	\$ 0

Bidder: Downtown Towing Company

GUARANTEE ANNAUL FLAT FEE

\$60,000.00 or 15% if there
are 2 towers

CLASS City owned vehicles	TOWING after first 10 miles	TOWING outside City limits	RATE

Vehicles over ¾ ton	\$ free in City /mile	\$ 3.00 /mile	\$ 100.00
Vehicles up to ¾ ton	N/A	\$ 1.50 /mile	\$ 40.00

Additional Requirements CLASS	HOURLY wait time
Class "A" Wrecker	\$ 0
Class "B" Wrecker	\$ 0



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)		X	(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		X		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)	X						
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
(Enter X in box)		X	Enhance Organizational <input type="checkbox"/>	N/A			
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	Danny O. Crew, City Manager		Department:	Capital Projects			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT "A" TO TRANSFER THE SUM OF FIVE MILLION, FIVE HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$5,547,000.00) FROM THE CITY'S CURRENT NINE MILLION, EIGHT HUNDRED THIRTY THOUSAND (\$9,830,000.00) GENERAL OBLIGATION BOND ("GOB") FOR REIMBURSEMENT OF EXPENDITURES ASSOCIATED WITH THE CONSTRUCTION OF THE BETTY T. FERGUSON RECREATIONAL COMPLEX AND AMPHITHEATER; PROVIDING FOR NUNC PRO TUNC EFFECT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:
On November 4, 2004 Miami-Dade County residents approved the Building Better Communities General Obligation Bond (GOB) Program. As a result the City of Miami Gardens will receive approximately \$9.83M for the design and construction of several parks projects.

**ITEM K-10) CONSENT AGENDA
RESOLUTION
GOB in association with BTF Recreational Complex**

The Administration Rules for the Building Better Communities Program have been established and approved by the Board of County Commissioners. As a condition of the bond program, the City must enter into an Interlocal Agreement with Miami-Dade County, which sets forth the responsibilities and duties regarding the administration of the approved project and approved funding allocation. The agreement specifies the projects' timeframes, payment terms, budget changes, etc.

Current Situation:

For the last year, City staff has been negotiating with the County Office of Capital Improvements to transfer \$2.547M of the previously approved GOB funds to reimburse the City for construction costs associated with the Betty T. Ferguson Recreation Complex Community Center and Amphitheatre. This \$ 2.547M would be in addition to \$3M approved in Furniture Fixture and Equipment funds the previously approved by the City Council on June 23, 2010, making the total GOB project amount \$ 5,547,000.

After months of delay, on June 30, 2011, City staff received the contracts from the County. In an effort to address the length of time it has taken to processes these agreements, County staff agreed to expedite the reimbursement of \$2.8M in expenditures to the City once the contracts were executed.

In these difficult financial times, it is important that staff work aggressively to recapture any revenue owed to the City. In light of this fact, and in an effort to expedite the repayment of the City's \$2.8M, City staff requested that the City Attorney review and that the Mayor execute the agreements immediately to ensure that the City did not experience any further delays in recapturing our revenue from the County. As such, on June 30, 2011 the contracts were fully executed by the City and submitted to the County.

City staff is requesting that Council approve the attached agreement between the City of Miami Gardens and Miami Dade County for the "Miami Garden Community Center" (aka Betty T. Ferguson Recreational Complex) GOB project 54-71059 in the amount of \$5,547,000, Nunc pro tunc.

Proposed Action:

That Council approve the attached agreement between the City of Miami Gardens and Miami Dade County for the "Miami Garden Community Center" (aka Betty T. Ferguson Recreational Complex) GOB project 54-71059 in the amount of \$5,547,000, Nunc pro tunc.

Attachment:

Attachment A: Agreement

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT "A" TO TRANSFER THE SUM OF FIVE MILLION, FIVE HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$5,547,000.00) FROM THE CITY'S CURRENT NINE MILLION, EIGHT HUNDRED THIRTY THOUSAND (\$9,830,000.00) GENERAL OBLIGATION BOND ("GOB") FOR REIMBURSEMENT OF EXPENDITURES ASSOCIATED WITH THE CONSTRUCTION OF THE BETTY T. FERGUSON RECREATIONAL COMPLEX AND AMPHITHEATER; PROVIDING FOR NUNC PRO TUNC EFFECT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 4, 2004, Miami-Dade County residents approved the Building Better Communities General Obligation Bond ("GOB") Program, and

WHEREAS, the City of Miami Gardens was allocated approximately Nine Million, Eight Hundred Thirty Thousand Dollars (\$9,830,000.00) for the design and construction of several Capital Park Projects, and

WHEREAS, City staff negotiated with Miami-Dade County for the transfer of GOB funds in the amount of Five Million, Five Hundred Forty-Seven Thousand Dollars (\$5,547,000.00) to reimburse the City for costs associated with the construction of the Betty T. Ferguson Recreational Complex, and

WHEREAS, the reimbursement includes Two Million, Five Hundred Thousand Dollars (\$2,547,000.00) for the construction of the Betty T. Ferguson Recreational Complex and the Amphitheatre, and

WHEREAS, the City will also be reimbursed Three Million Dollars (\$3,000,000.00) for the purchase of furniture, fixtures and equipment, which was

previously approved by the City Council in accordance with Resolution No. 2010-115-1297, and

WHEREAS, as a condition of the bond program, the City must enter into an Interlocal Agreement with Miami-Dade County, and

WHEREAS, in order to expedite the reimbursement of expenditures incurred with constructing the Betty T. Ferguson Recreational Complex, the subject Interlocal Agreement was fully executed and submitted to the County on June 30, 2011,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the Mayor and the City Clerk to execute and attest, respectively that certain Interlocal Agreement with Miami-Dade County, attached hereto as Exhibit "A" to transfer the sum of Five Million, Five Hundred Forty-Seven Thousand Dollars (\$5,547,000.00) from the City's current Nine Million, Eight Hundred Thirty Thousand (\$9,830,000.00) General Obligation Bond ("GOB") for reimbursement of expenditures associated with the construction of the Betty T. Ferguson Recreational Complex and Amphitheater.

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement with one (1) to be maintained by the City, and one (1) to be delivered to Miami-Dade County.

Section 4. NUNC PRO TUNC EFFECT: This Resolution shall be effective as of June 30, 2011.

Section 5: 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)

**BUILDING BETTER COMMUNITIES
INTERLOCAL AGREEMENT No. 2
BETWEEN
THE CITY OF MIAMI GARDENS, FLORIDA
AND
MIAMI-DADE COUNTY**

Miami Gardens Community Center
GOB Project Number 54-71059

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Miami Gardens, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council of the City of Miami Gardens, Florida (the "Municipality") is entered into this _____ day of _____, 2011.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board enacted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific Countywide projects, neighborhood projects for the Unincorporated Municipal Service Area and municipalities and associated allocations for activities such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, GOB Project Number 54-71059 Miami Gardens Community Center, (the "Project") is eligible for funding from the BBC GOB Program in a total amount not to exceed \$5,547,000 (the "Funding Allocation"); and

WHEREAS, the Municipality is undertaking the completion of a community center located at 3000 NW 199 Street, Miami Gardens, Florida, that will include a gymnasium, indoor aquatic center, auditorium, exercise room, dance studios, classrooms, computer room, locker rooms, and park development will include a multipurpose field with bleachers, baseball field, sports lighting, field events for track, landscaping, fencing and gates, site furniture, additional spaces for the existing parking lots, playground, amphitheatre, sidewalks, walking/jogging trail with exercise stations, and a nature trail and pavilion. artificial turf football/soccer field with sports lighting and a running track (the "Project") which was specifically approved as part of the BBC GOB Program or is eligible for funding from one of the programs to be funded under the BBC GOB Program and is described more specifically in Exhibit 1 to this Interlocal Agreement; and

WHEREAS, the County and Municipality executed a first Agreement on July 21, 2010 in the amount of \$3,000,000 for the Project

WHEREAS, the Miami Gardens Community Center is estimated to cost \$18,556,181 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1 fully subject to and contingent upon the availability of BBC GOB Program proceeds and the execution of subsequent agreement(s) between the County and the Municipality; and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate \$2,547,000 from the Series 2011 A Bonds for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Council and Commissioners of both the Municipality and County have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. Purpose: The purpose of this Agreement is to clarify the parties' roles and obligations regarding the funding being provided with respect to the Project.

Section 2. Funding Responsibilities:

- a. **Project Funding Plan:** A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Municipality through a local funding plan or written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any.
- b. **Representations of the Municipality:** The Municipality covenants and warrants that it has, in combination with the Funding Allocation, the amount of funding necessary for the completion of the Project. The additional sources of funding are listed in Exhibit 1.
- c. **Responsibilities of the County:** The County agrees to provide solely from BBC GOB Program proceeds for the Funding Cycle Allocation in an amount equal to \$2,547,000. This amount represents a portion of the amount necessary to complete the Project. This sum shall be provided in accordance with the reimbursement procedures contained in the County's GOB

Administrative Rules attached as Attachment 1. Municipality understands and agrees that reimbursements to the Municipality will be made in accordance with federal laws. Subject to certain exceptions the applicability of which is to be reviewed on a case-by-case basis, the reimbursement allocation will be made no later than eighteen (18) months after the later of (a) the date the original expenditure is paid, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the Municipality. In the event that the Project Milestones, as defined and set forth in Exhibit 1 of this Agreement are not within 10% of completion, the dollars to be funded for subsequent Milestones may be delayed for one (1) calendar year in accordance with the Administrative Rules, see Section 18 of this Agreement.

Section 3. Parties, Effective Date and Term: This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation. The County has delegated the responsibility of administrating this Interlocal Agreement to the County Mayor or designee, who shall be referred to herein as the "County Manager".

Section 4. Compliance with Laws: Each party agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), and all other applicable requirements contained in this Agreement and Exhibit 1, which is hereby incorporated in this Agreement by this reference.

Section 5. Contractual obligation to comply with certain County requirements:

All records of the Municipality and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Municipality shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

The Municipality shall comply with the requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Agreement are posted on the County's website: "miamidade.gov".

Section 6. Accounting, Financial Review, Access to Records and Audits: The Municipality shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the Project for at least three (3) years after completion of the Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an Independent Private-Sector Inspector General ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. THE MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL ("OIG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Municipality and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Municipality (and any affected contractor and materialman) from OIG, the Municipality (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this Section shall apply to the Municipality, its contractors and their respective officers, agents and employees. The Municipality shall incorporate the provisions in this Section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality.

Section 7. Relationship of the Parties: The parties agree that the Municipality is an independent entity responsible solely for the Project and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 8. Liability: The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 of the Florida Statutes. The Municipality acknowledges that the County, its employees, Commissioners and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation or maintenance of the Project.

Section 9. Breach, Opportunity to Cure and Termination:

- (a) Each of the following shall constitute a default by the Municipality:
 - (1) If the Municipality uses the Funding Cycle Allocation for costs not associated with the Project (i.e., ineligible costs), and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the

County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.

(2) If the Municipality shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.

(3) If the Municipality fails to complete the Project within three (3) years of the effective date of the first executed Interlocal Agreement for this Project.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Municipality shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise

by it, at the same or different times, of any other rights or remedies for the same default or any other default.

- (4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

- (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.
- (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
- (3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

Section 10. Litigation Costs/Venue: In the event that the Municipality or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Municipality agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 11. Naming Rights and Advertisements: It is understood and agreed between the parties hereto that the Grantee is funded by Miami-Dade County. Further, by acceptance of these funds, the Grantee agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The Municipality shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all

posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. In particular, the Municipality must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated herein. The Municipality shall submit sample of mock up of such publicity or materials to the County for review and approval. The Municipality shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is its funding source.

Section 12. Notice: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County
111 NW 1 Street, Suite 2910
Miami, Florida 33128

The Municipality:
Danny O. Crew, City Manager
City of Miami Gardens
1515 NW 167 Street
Miami Gardens, Florida 33169

With a copy to:
Director, Office of Capital Improvements
111 NW 1 Street, Suite 2130
Miami, Florida 33128

Section 13. Modification and Amendment: Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

Section 14. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 15. Headings: Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 16. Waiver: There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. Representation of the Municipality: The Municipality represents that this Agreement has been duly authorized, executed and delivered by Mayor and Council, as the governing body of the City of Miami Gardens, Florida and it has granted the City of Miami Gardens Mayor, or designee, the required power and authority to execute this Agreement. The Municipality agrees to: a) maintain the Project for a minimum of 25 years; b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter; c) keep the Project open safely and properly maintained for all Miami-Dade County residents; and, d) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees based on where a resident resides in the County. The Municipality also agrees to accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

Section 18. Representation of the County: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Municipality for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Municipality provided the Municipality is not in breach of this Agreement and the Municipality has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Manager or his designee for this purpose.

Section 19. Invalidity of Provisions, Severability: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to

1/B

the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 20. Indemnity: The Municipality does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the Municipality shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Municipality. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

The County does hereby agree to indemnify and hold harmless the Municipality to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality or any unrelated third party.

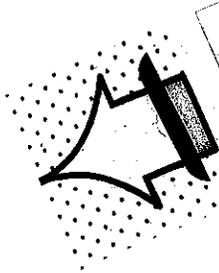
Section 21. Assignment: The Municipality may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 22. Entirety of Agreement: This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 2011.

City of Miami Gardens, Florida

By: _____
City Mayor Date



For the City Council,
City of Miami Gardens, Florida

, CLERK

Attest:

By: _____
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Stephen P. Clark Center
111 NW 1 Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____
Deputy Clerk Date

Approved by County Attorney as
to form and legal sufficiency. _____

1/B

Initial _____ Date _____

Exhibit 1 - Project Budget and Description

**Miami-Dade County
Building Better Communities**

City of Miami Gardens		Miami Gardens Community Center		GOB Project Number 54-71059 Agreement No. 2		
REVENUES			Milestones	EXPENSES		
FY 2009-10 GOB Allocation	FY 2010-11 GOB Allocation	Other Funding Allocations *		Total Estimated Revenues	Projected Schedule Start Date	End Date
			0	Project Administration		0
			0	Project Administration (Non-GOB)		0
			0	Land Acquisition		0
			0	Land Acquisition (Non-GOB)		0
			0	Pre-design, Planning, including preliminary engineering		0
			0	Pre-design, Planning, including preliminary (Non-GOB)		0
			0	A&E Selection		0
			0	A&E Selection (Non-GOB)		0
			0	Design		0
			0	Design (Non-GOB)		0
			0	Dry run/permit		0
			0	Dry run/permit (Non-GOB)		0
			0	Contractor Selection		0
			0	Contractor Selection (Non-GOB)		0
3,000,000	2,547,000		5,547,000	5/1/2008	12/31/2013	5,547,000
		13,009,181	13,009,181	5/1/2008	12/31/2013	13,009,181
			0	Construction Substantially Complete		0
			0	Construction Substantially Complete (Non-GOB)		0

Exhibit 1 - Project Budget and Description

Initial _____ Date _____

REVENUES			EXPENSES			
FY 2009-10 GOB Allocation	FY 2010-11 GOB Allocation	Other Funding Allocations *	Total Estimated Revenues	Milestones	Projected Schedule Start Date End Date	Total Estimated Expenses
			0	Other (loan & relocation fees)		0
			0	Other (Non-GOB)		0
3,000,000	2,547,000	13,009,181	18,556,181	TOTALS		18,556,181

* Other Funding (List sources and amounts)

Funding Source	Amount
Miami-Dade County Parks - SNP	\$ 5,042,130
Miami-Dade County Parks - QNIP	\$ 1,532,820
National Football League - Donation	\$ 250,000
Miami-Dade County - 2005 Sunshine State Loan	\$ 6,000,000
City Funds	\$ 184,231
Total	\$ 13,009,181

Overall Project Narrative/Description

Completion of construction for the Miami Gardens Community Center Building located at 3000 NW 199 Street. The 54,000 square foot facility includes a gymnasium, indoor aquatic center, auditorium, exercise room, dance studios, classrooms, computer room and locker rooms. Site improvements include artificial turf football/soccer field with sports lighting, bleachers & press box, parking lots and running track.

GOB Total Funding Allocation Narrative/Description

Furniture, Fixtures and Equipment (FF&E) to include all building furniture, athletic equipment, exercise equipment, aquatic equipment, pool pumps & filter system, gymnasium scoreboards, arts & craft equipment, lockers & benches, sports equipment, IT equipment, computers, telephones, building sound system, security cameras, interior signage, washer & dryer, ice machines, exterior tables & benches, classroom smart boards, kitchen appliances & equipment. Site development includes a multipurpose field with bleachers, baseball field, sports lighting, field events for track, landscaping, fencing and gates, site furniture, additional spaces for the existing parking lots, playground, amphitheatre, sidewalks, walking/jogging trail with exercise stations, and a nature trail and pavilion. Future BBC GOB allocations are fully subject to and contingent upon the availability of BBC GOB Program proceeds and the execution of subsequent agreement(s) between the County and the City of Miami Gardens.

GOB 2010-11 Funding Allocation Narrative/Description

Completion of the Miami Gardens Community Center site development including a multipurpose field with bleachers, baseball field, sports lighting, field events for track, landscaping, fencing and gates, site furniture, additional spaces for the existing parking lots, playground, amphitheatre, sidewalks, walking/jogging trail with exercise stations, and a nature trail and pavilion.

**For municipalities and public agencies, this Exhibit, along with the entity's resolution, conforms with Article III, Section 1, 2Ae of the Building Better Communities (BBC) GOB Program Administrative Rules.



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH MIAMI-DADE COUNTY DEPARTMENT OF ELECTIONS TO UTILIZE THE RECREATIONAL FACILITIES AT AUDREY J. KING PARK AS A POLLING PRECINCT THROUGH DECEMBER 31, 2012, 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:

Background:

The City of Miami Gardens Parks and Recreation Department sees great value in providing our residents with the opportunity to take part the elections process. In years past, several of the City's parks served as a precinct for the growing number of registered voters in Miami-Dade County and the City of Miami Gardens. In 2008, the City entered into an agreement with Miami-Dade County Department of Elections

**ITEM K-11) CONSENT AGENDA
RESOLUTION
Use of A.J. King park as a Polling Precinct**

for the use of A.J. King Park and Buccaneer Park in order to host polling activities during the 2008 general elections free of charge.

Current Situation:

Miami-Dade County Department of Elections is requesting the on-going use of the recreation building at A.J. King Park (4230 NW 178th Street) to host polling activities during Federal, State, County, Municipal, and Special Elections as needed by the Department of Elections. It is anticipated that this park will be used to host polling activities for the remainder of the 2011 and 2012 calendar years. The use of this park site will be based on the availability of the recreation building, as well as the demand for additional polling sites by the Department of Elections.

This site would be open to the public from 7AM to 7PM for voting purposes and will be utilized by the Miami-Dade Department of Elections free of charge.

Proposed Action:

That City Council approve the resolution that authorizes the City Manager to execute the agreement with the Miami-Dade County Department of Elections to utilize Audrey J. King Park as a polling precinct through December 31, 2012.

Attachment:

Agreement between Miami Dade Department of Elections and City of Miami Gardens

RESOLUTION NO. 2011_____

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT AND ADDENDUM WITH MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO UTILIZE THE RECREATIONAL FACILITIES AT AUDREY J. KING PARK AS A POLLING PRECINCT THROUGH DECEMBER 31, 2012, 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.

WHEREAS, the City previously entered into an Agreement with Miami-Dade County Supervisor of Elections for use of Audrey J. King Park and Buccaneer Park to host polling activities during the 2008 general elections, and

WHEREAS, Miami-Dade County Supervisor of Elections has requested on-going use of the recreational facilities at Audrey J. King Park to host polling activities through December 31, 2012, and

WHEREAS, the use of the park site would be based on the availability of the recreational building, as well as the demand for additional polling sites by the Miami-Dade County Supervisor of Elections,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and the City Clerk to execute and attest respectively, that certain Agreement and Addendum with Miami-Dade County Supervisor of Elections to utilize the recreational facilities at Audrey J. King Park as a

33 polling precinct through December 31, 2012, a copy of which is attached hereto as
34 Exhibit "A".

35 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
36 authorized to obtain two (2) fully executed copies of the subject Agreement and
37 Addendum with one (1) to be maintained by the City, and one (1) to be delivered to
38 Miami-Dade County Supervisor of Elections.

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

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

43 _____
44 SHIRLEY GIBSON, MAYOR
45
46

47 **ATTEST:**

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49
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51 _____
52 RONETTA TAYLOR, MMC, CITY CLERK
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55 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
56

57
58 SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER
59

60 Moved by: _____
61

62 **VOTE:** _____
63

64 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
65 Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
66 Councilman David Williams Jr.	_____ (Yes)	_____ (No)
67 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
68 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
69 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
70 Councilman Andre' Williams	_____ (Yes)	_____ (No)

AGREEMENT

Miami-Dade County ("the County") and Owner/Designee, City of Miami Gardens, located at 1515 NW 167th Street. Bldg.#5, Suite#200, Miami Gardens, Florida, agrees to the following:

Owner's Obligation

Owner and/or his/her assignees, heirs or successors will permit Miami-Dade County to use approximately ____ square feet of space in the **A.J. King Park** (the "Property") located at **4230 NW 178th St., Miami, FL 33055**, for any federal, state, county, municipal or district election conducted. Any and all election operations conducted on the Property shall be at the County's sole cost and expense.

Miami-Dade County Obligation

The County shall indemnify and hold harmless the Owner and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Owner may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the County. Provided, however, this indemnification shall only be to the extent and within the limitations set forth in Section 768.28 Florida Statutes effective at the time the claim accrued. However, nothing herein shall be deemed to indemnify Owner from any liability or claim arising out of the gross negligence or willful misconduct of the Owner or any unrelated third party.

Termination or Modification of Agreement

This Agreement may be terminated by either party, by providing 45 days prior written notice.

Accepted and Approved By:

By: _____

Signature: Supervisor of Elections
(pursuant to Resolution R-527-02)

Type or Print Name

Date

By: _____

Signature: Property Owner/Designee

Type or Print Name

Date

c: Barbara Dunlop, Property & Casualty Manager
Department of General Services Administration, Risk Management Division

ADDENDUM TO AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND THE CITY OF MIAMI GARDENS

THIS ADDENDUM (“Addendum”) is incorporated into that certain Agreement between Miami-Dade County (“the County”), and the City of Miami Gardens (“the City”).

1. Term

This Agreement shall commence upon the execution by both parties, and shall continue through December 31, 2012.

2. Conflict

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

3. Effects of Original Agreement

All terms of the Agreement not affected by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

SIGNATURE PAGE TO FOLLOW

ATTEST:

CITY OF MIAMI GARDENS

Ronetta Taylor, MMC, City Clerk

Dr. Danny O. Crew, City Manager

Date: _____

Approved as to form and legal
sufficiency:

Sonja K. Dickens, City Attorney

ATTEST:

**MIAMI-DADE COUNTY
SUPERVISOR OF ELECTIONS**

County Clerk

Lester Sola, Supervisor of Elections

Date: _____



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY ATTORNEY TO ENTER INTO THAT AGREEMENT FOR BOND COUNSEL SERVICES WITH BRYANT, MILLER & OLIVE, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Summary:

Periodically, the City has been required to issue revenue bonds for capital improvements and for equipment, etc. In addition, the City has previously issued a tax anticipation bond on an emergency basis in order to ensure adequate cash flow until such time as sufficient ad valorem taxes are remitted to the City by the Tax Collector for Miami-Dade County to pay all the obligations of the City.

Previously, the City utilized the services of Jeff DeCarlo of Adorno and Yoss as bond counsel on these matters. However, due to a conflict of interest, Jeff DeCarlo is no longer able to serve as bond counsel for the City. The City is required to have bond counsel who is required to issue

**ITEM K-12) CONSENT AGENDA
RESOLUTION
Bond Council Services**

opinions which are separate and apart from those of the City Attorney. The City previously hired Jolinda Herring of Bryant, Miller & Olive to serve as the City's disclosure counsel on the City Hall bond issue. The firm of Bryant, Miller & Olive specializes in bond matters and represent a number of various municipalities across the State of Florida and is more than qualified to serve as City's bond counsel for ongoing bond issues.

Proposed Action:

The City Attorney recommends the approval of the resolution.

Attachment:

Exhibit "A" – Engagement Letter
Exhibit "B" = Firm Qualifications

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 ATTORNEY TO ENTER INTO THAT AGREEMENT FOR BOND
6 COUNSEL SERVICES WITH BRYANT, MILLER & OLIVE,
7 ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE
8 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
9 EFFECTIVE DATE.

10
11 WHEREAS, the City has been required to issue bonds for capital improvements
12 and for equipment, etc., and

13 WHEREAS, to ensure cash flow to pay all of the City obligations, the City has
14 also issued tax anticipation bonds on an emergency basis, and

15 WHEREAS, due to a conflict of interest, Jeff DeCarlo of Adorno and Yoss is no
16 longer able to serve as bond counsel for the City, and

17 WHEREAS, the City is required to have bond counsel separate and apart from
18 the City when issuing bond issues, and

19 WHEREAS, the City Attorney is recommending that the firm of Bryant, Miller &
20 Olive serve as bond counsel for ongoing bond issues,

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

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

26 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
27 hereby authorizes the City Attorney to enter into that Agreement for Bond Counsel
28 Services with Byrant, Miller & Olive, attached hereto as Exhibit "A".

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

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

33

34 _____
35 SHIRLEY GIBSON, MAYOR
36

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39 **ATTEST:**

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43 _____
44 RONETTA TAYLOR, MMC, CITY CLERK

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

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50 SPONSORED BY: SONJA DICKENS, CITY ATTORNEY

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52 Moved by: _____

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54 **VOTE:** _____

55

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

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

58 Councilman David Williams Jr. _____ (Yes) _____ (No)

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

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

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

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

63

July 5, 2011

Sonja Dickens
City Attorney
City of Miami Gardens
1515 N.W. 167th Street
Building 5, Suite 200
Miami Gardens, Florida 33169

Re: Bond Counsel Services for City of Miami Gardens

Dear Sonja:

The purpose of this letter is to advise you of our fee estimate and to describe the services we will perform as bond counsel to the City of Miami Gardens, Florida (the "Issuer").

SCOPE OF ENGAGEMENT

As Bond Counsel, we expect to perform the following duties:

(1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.

(2) Draft the basic agreements governing the issuance of the Bonds.

(3) Prepare and review other documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of documents, and review and, where appropriate, draft enabling legislation.

(4) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, sale and delivery of the Bonds, except that we will not be responsible for any required blue sky filings.

}

- (5) Review legal issues relating to the structure of the Bond issue.
- (6) Serve as the Issuer's closing agent in connection with the closing of the Bonds.
- (7) Assist the Issuer in presenting information relating to the structure and legality of the Bonds to bond rating organizations and providers of credit enhancement.
- (8) Prepare the Issuer's declaration of official intent, if any, to reimburse Project costs paid by the Issuer prior to the issuance of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely on the certified proceedings and other certifications of public officials, officers of the Issuer and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the financing, the Bonds and the security for the Bonds. Among other things, we will require the Issuer to execute a certificate of fact relating to the use of Bond proceeds.

Among other things, our duties as Bond Counsel do not include:

- (a) Preparation of blue sky or investment surveys with respect to the Bond.
- (b) Investigation or expression of any view as to the creditworthiness of the Issuer, the Bond, any credit enhancement provider, or the debt instrument; or, providing services related to hedging or derivative financial products (e.g. "swaps" and related documents or opinions).
- (c) Representation of the Issuer in post-closing regulatory investigation or matters.
- (d) Bankruptcy matters.
- (e) Drafting state constitutional or legislative amendments.
- (f) Pursuing test cases or other litigation, such as contested validation proceedings, except as set forth above.
- (g) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(h) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excludable from gross income for federal income tax purposes unless specifically engaged for such purpose (e.g., our engagement does not include rebate calculations for any Bond, but such services can be separately contracted for with Integrity Public Financial Consulting, Inc., a subsidiary of the Firm).

(i) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

We understand that the City Attorney will act as Issuer's counsel in these transactions. We assume that other parties to the transactions will retain such counsel as they deem necessary and appropriate to represent their interests in these transactions.

FEES

The Issuer will be responsible for payment of our fee, please refer to Exhibit A for a schedule of our fees. Our fee is based upon: (i) our current understanding of the terms, structure, size and schedule of the financings represented by the Bonds; (ii) the duties we will undertake pursuant to our engagement letter with the Issuer and as described in this letter; (iii) the time we anticipate devoting to the financings in connection therewith; (iv) the Bonds being sold as a private placement to a bank or a public offering; and (v) the responsibilities we will assume. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount previously stated; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you.

In addition, we will be reimbursed for all client charges made or incurred in connection with the transactions. Such costs generally include travel costs, photocopying, document printing, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. Detailed supporting documentation is available upon request for statement billings.

If the financing is not consummated, we understand and agree that we will not be paid the stated fee; however, we will be paid all out-of-pocket expenses incurred.

CONFLICTS

The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. The Firm has disclosed to the Issuer that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as original purchaser's counsel on public finance matters in Florida. The Firm has an active and wide-ranging practice in public finance in Florida and elsewhere in the United States. In the course of that practice and other engagements the Firm undertakes, the Firm represents numerous public entities, financial institutions, credit banks, credit enhancers, underwriters and issuers of bonds, lenders, borrowers, counterparties and trustees. Therefore, in the course of the Firm's representation of the Issuer as Bond Counsel in public finance transactions, the Firm may now or in the future represent entities that, by virtue of their involvement in a particular transaction, industry, business, trade, or otherwise, have interests adverse to those of the Issuer in matters unrelated to the particular public finance transactions in which the Firm represents the Issuer. Material risks may arise when an attorney represents clients with adverse interests. For example, confidential information disclosed by a client during the course of an engagement might, if inadvertently disclosed to another client, be detrimental to the client. Usually this is not a relevant factor when dealing with public entities subject to the Florida public records laws. Such representations may create the perception that the lawyer might represent one client less zealously in order to advance the interests of another client.

The Firm believes that the Issuer is a sophisticated client that readily appreciates the implications of conflicts and waivers and has ready access to independent counsel. After careful consideration, the Firm reasonably believes that it can and will competently and zealously represent the Issuer in public finance transactions notwithstanding its current or future representation of clients with interests adverse to the Issuer in unrelated matters. The Firm will maintain confidentiality and not disclose or use any of the Issuer's nonpublic, confidential information acquired as a result of its representation of the Issuer to the Issuer's disadvantage in connection with any matter in which the Firm represents an entity adverse to the Issuer. The Firm encourages the Issuer to consult independent counsel regarding the issues addressed herein. In that regard, it is the Firm's belief that a disinterested lawyer would conclude that the advantages to the Issuer of engaging the Firm outweigh any existing or potential material risks arising from the Firm's representation of other entities, would conclude that it is proper to seek consent, and would counsel the Issuer to consent to this representation.

In each transaction, the Issuer will be our client and an attorney-client relationship will exist between the Issuer and us. In performing our services as Bond Counsel, we will represent the interest of the Issuer exclusively. We will not be representing any other party and will not be acting as an intermediary among the parties. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

ADDITONAL SERVICES

The Firm shall also be available to assist with special counsel services, including litigation support and general governmental services. Such services shall be on an hourly basis. The fees for any legal opinions in our role as special counsel may be based on a negotiated fee agreed to by the parties, and not be based solely on the basis of time charges.

BRYANT MILLER OLIVE P.A.

By: *Linda Manning*
Shareholder

Accepted and Approved:

CITY OF MIAMI GARDENS, FLORIDA

By: _____
Title: _____
Date: _____

Exhibit A

The Firm will strive to provide the highest quality of services to the City at reasonable prices. At this time it is virtually impossible to set forth proposed fees that recognize the complexity of the transactions, the amount of work to be completed, and any benefit that the City should receive for repeated transactions. Therefore, it is generally best to evaluate fees once both parties have a better understanding of these matters and to negotiate fees at such time. All fees set forth below are negotiable. We are unaware of any situation where the Firm has been unable to negotiate a fee arrangement that was satisfactory to the issuer.

The fees provided for Bond Counsel services for the issuance of bonds will be presented as a price per \$1,000 of par value issued in each of the cumulative ascending levels of debt in any issuance.

		<u>Fixed Rate General Obligation Bonds</u>	<u>Fixed Rate Revenue Bonds</u>	<u>Variable Rate Revenue/ Refunding Bonds</u>
FIRST	\$25,000,000	@\$1.40	@\$1.50	@\$1.75
SECOND	\$25,000,000	@\$1.15	@\$1.25	@\$1.50
THIRD	\$25,000,000	@\$1.00	@\$1.00	@\$1.25
FOURTH	\$25,000,000	@\$0.60	@\$0.75	@\$1.00
FIFTH	\$25,000,000	@\$0.40	@\$0.50	@\$0.75
SIXTH	\$25,000,000	@\$0.25	@\$0.25	@\$0.50

Minimum fee for a successful closing of debt: \$10,000.00.

Fees for advice and services not directly related to a bond financing are presented on an hourly basis.

	<u>Hourly Fee</u>
Senior Shareholder	\$325.00
Shareholder and Of Counsel	\$300.00
Senior Associate	\$250.00
Associate	\$200.00
Paralegal	\$100.00
Law Clerk	\$60.00

Bryant Miller Olive

Bond Counsel Services for City of Miami Gardens, Florida



Bryant Miller Olive
SunTrust International Center
1 SE 3rd Avenue
Suite 2200
Miami, FL 33131
(305) 374-7349
www.bmolaw.com

Firm Overview and Public Finance Achievements

Bryant Miller Olive P.A. (the "Firm") has been a leader in Florida public finance law for more than 40 years. Established in 1970, the Firm first appeared in *The Bond Buyer's Municipal Marketplace* (referred to in the industry as "The Red Book") as a nationally recognized bond counsel firm in 1973. The Firm has offices in Miami, Orlando, Tampa, Jacksonville, Tallahassee, Atlanta and Washington, D.C.

Our Firm has 21 attorneys who practice public finance law, all of whom have experience with the issuance of taxable and tax-exempt bonds or notes for Florida local governments. This gives the Firm more Florida-based municipal law attorneys than any other law firm, and creates a depth of knowledge and experience that surpasses those found at other firms. Complex transactions are the mainstay of the Firm's practice.

Members of the Firm have represented more than 500 bond issuers, including issuers in Alabama, Connecticut, the District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Pennsylvania, South Carolina, Tennessee, Texas, Vermont, Virginia and the U.S. Virgin Islands.

As the largest and most resourceful public finance legal group in the southeast, the Firm offers the best of both worlds: the depth and expertise of a large firm, and the responsiveness, efficiency, creativity and minimal conflicts of a small firm.

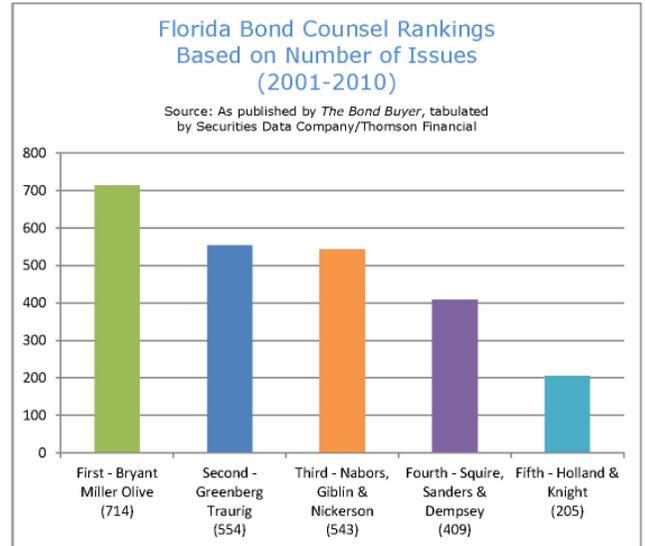
For the last 16 years, the Firm has consistently been the top-ranked bond counsel firm in Florida by *The Bond Buyer*, based on the number of transactions completed. In 2009, the Firm was also ranked as the number one bond counsel firm for Washington D.C. In addition, since 2005, the Firm has been recognized as the leading disclosure and underwriter's counsel firm in the southeastern United States, based on dollar volume. The Firm is rated "AV Preeminent" by Martindale-Hubbell.

The Firm's public finance attorneys have extensive experience serving as bond counsel, disclosure counsel, underwriter's counsel, special counsel and special tax counsel in connection with debt issued by federal and state agencies, counties, cities, special districts, utilities, universities, and 501(c)(3) corporations.

In addition to its public finance law services, the Firm offers a multidisciplinary range of legal services, with practice groups focused on Affordable Housing, Bankruptcy and Creditors' Rights, Corporate Trust and Default, Energy and Utility, Environment and Climate Change, Government Procurement, Government Consulting, Labor and Employment, Land Use, Litigation, Public Policy, Public Private Partnership, Real Property, and State and Local Government. Of particular interest to the City of Miami Gardens, Florida (the "City"), the Firm has extensive capabilities and experience related to government procurement law, government consulting, general state and local government law, real estate law and labor and employment matters.

Bond Counsel Experience

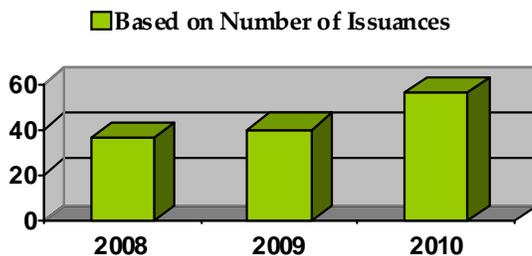
The Firm has been the top-ranked Bond Counsel firm in the State of Florida for the last 16 years, based upon the number of transactions completed. In the past five years, the Firm has served as bond counsel, disclosure counsel, underwriter's counsel, special counsel and swap counsel on more than 1,000 financings involving more than \$50 billion in principal amount of governmental bonds. These transactions have financed a wide range of projects including general governmental projects, public utilities, water and sewer improvements, recreation, parking and public safety facilities, education projects (K-12 and higher education), electric generation and transportation facilities, solid waste management facilities, healthcare, and affordable housing.



As bond counsel, we prepare all of the legal documentation relating to the bonds which are issued, including, but not limited to, the bond resolution and the competitive sale documents, if applicable, applicable closing documents and tax certifications. We also render a legal opinion as to both the validity and tax-exempt status of the bonds.

Members of the Firm are noted for excelling on challenging deals. Just a few examples of our work include the our representation of the South Florida Water Management District as Bond Counsel in its acquisition of thousands of acres of land from the U.S. Sugar Corporation as part of the State's efforts to restore the Florida Everglades. Since 2006, the Firm has represented the Florida Department of Transportation on certain matters related to public private partnership financings, including financings for the Port of Miami Tunnel. We also served as bond counsel for the City of Miami, Florida on the Marlins Stadium project involving the financing of the parking garages related to the stadium.

**Florida Bond Counsel
(2008-2010)**



Bond Counsel Experience in Complex and Innovative Financings

The Firm has been extremely innovative in municipal finance throughout its history and we are proud of this tradition of innovation in serving the needs of our public finance clients. The Firm believes that innovation in public finance does not take place in a vacuum. We believe it results when a thorough understanding of a client's financing objectives is combined with an in-depth knowledge of all areas of law potentially affecting the structure of a financing, including state bond and regulatory law, federal income tax law, and federal and state securities laws.

Attorneys at the Firm have been at the forefront of developing innovative programs that have helped the State of Florida and its local governments save millions of dollars. Examples include: (i) the creation of pooled loan programs, including the Sunshine State Governmental Financing Commission and the First Florida Governmental Financing Commission, which have allowed local governments to pool loans together in order to reduce issuance costs and achieve economies of scale; (ii) significant involvement in the concept of "covenant to budget and appropriate" financings, which has allowed governments the ability to issue long-term debt with less restrictive covenants and without pledging specific revenue sources; (iii) validation of the first bonds in Florida for the purpose of funding deficits in pension funds, resolving issues related to whether such bonds could only be issued for "capital projects;" (iv) participation in the issuance of the first bonds in Florida to fund Other Post Employment Benefit liabilities; (v) serving as lead counsel on some of the first transactions in the country where issuers were able to negotiate termination provisions or acceptable intercreditor provisions with municipal bond insurers in light of the severe turmoil in the municipal bond marketplace; and (vi) development of an innovative program to allow underlying State pollution control loans to be securitized, resulting in savings not otherwise achievable in a traditional advance refunding.

Experience with Local Municipalities

Bryant Miller Olive has worked with several cities similar to the City to address financing needs. For example, JoLinda Herring, served as lead attorney for the first bonds issued by the cities of City of Marathon, Town of Golden Beach and Town of Surfside. Below is a summary of these financings:

- We served as bond counsel to the City of Marathon for financings of improvements to their utility system.
- We served as bond and disclosure counsel to the Town of Golden Beach, Florida as they issued general obligation bonds to finance the construction of various capital improvements which included streetscape projects, underground power, landscaping and irrigation and acquisition of property for public purpose.

- We serve as bond counsel to the Town of Surfside. The Town is currently issuing bonds to finance capital project to its utility system.
- We are familiar with the City having served as Disclosure Counsel on its first public offering transaction to fund a City Hall. The Firm helped the City work through such issues as what is material and needs to be disclosed to the marketplace, as well as the issue of the lack of 10-year historical data which many rating agencies and insurers require. Also, we have been a resource for the City for updates and changes in public finance.

Bond Validation Experience

The Firm has helped draft and shape much of Florida's municipal finance law. The Firm's state constitutional law expertise is often called upon in validation proceedings. We believe that no other firm has the level of experience in validations in Florida as Bryant Miller Olive, P.A.

As additional evidence of our validation expertise, the Firm is bond counsel to the City of Sarasota (the "City of Sarasota") and disclosure counsel to Sarasota County ("Sarasota County"). Sarasota County entered into an agreement with the Baltimore Orioles in July 2009 which obligated the Orioles to relocate to Sarasota County for spring training. The City of Sarasota agreed to convey the spring training complex to Sarasota County, and Sarasota County agreed to construct new facilities and renovate existing facilities at the complex for the Orioles. The City of Sarasota also agreed to transfer funds to Sarasota County to offset part of the cost of construction. Sarasota County determined to issue bonds which were to be secured in part by Sarasota County's Tourist Development Tax. Simultaneously, the City of Sarasota also authorized issuance of bonds to fulfill its obligations. The Firm represented the City of Sarasota in the court validation action to approve the issuance of its bonds. After the four day trial, the Court entered a judgment validating the bonds and resolved the issues in the favor of the City of Sarasota. The contested issues included whether the underlying transaction was void ab initio because the elected officials violated the public meetings requirements of the Sunshine Law. In addition, arguments included whether the 2010 Office of Tourism, Trade and Economic Development general law was an unconstitutional special act, whether the transaction violated the public purpose clause of Article VII of the Florida Constitution, whether an unconstitutional lending of credit had occurred and whether an indemnification provision for environmental remediation was unconstitutional.

Regulatory Agencies

The Firm constantly monitors such actions of the SEC and other regulatory agencies and keeps its clients abreast of these changes as they occur.

Tax Experience and Approach

As part of its public finance practice group, the Firm has in-house section 103 tax attorneys. The Firm is qualified to promptly respond to all matters of federal taxation relating to the issuance of state and local government debt and its tax experience is frequently sought in connection with bond financings throughout the country. Two of the Firm's attorneys, Leonard T. Marcinko and Robert C. Reid, concentrate their practices in the tax area and are nationally recognized for their tax capabilities with respect to municipal bonds. A portion of Ken Artin's practice is also devoted to federal tax matters.

In addition to our legal professionals, Integrity Public Finance Consulting, LLC, a wholly owned subsidiary of the Firm, provides comprehensive arbitrage rebate services for municipal bond issuers on a nationwide basis.

The Firm and its tax practitioners are regularly involved in assisting its public finance clients in complying with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the income tax regulations and rulings issued thereunder (the "Regulations") relating to the issuance of tax-exempt bonds. This includes advising clients with respect to the complex provisions of the Code and Regulations relating to arbitrage and rebate. The Firm's tax attorneys will undertake an analysis of each bond issue for compliance with all relevant provisions of the federal tax laws. The Firm's practice is that at least two attorneys approve the tax analysis before any legal opinion is given. Where appropriate, the Firm is also available to assist in obtaining any necessary rulings from the Internal Revenue Service. The Firm regularly monitors the current position of the Internal Revenue Service on various matters of interest to its public finance clients, including the Service's recently expanded enforcement activities in the bond area.

For each issue, the bond attorneys and tax attorneys will regularly consult throughout the development of the specific plan of finance, the drafting of the basic bond documents, and the development of the specialized documents and certificates which are necessary to evidence the issuer's compliance with all relevant provisions of the federal tax laws.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other
			(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No	Yes No
					X	
Funding Source:	America Recovery Reinvestment Act (ARRA) / Stormwater Fund		Advertising Requirement: (Enter X in box)	Yes		No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:			
	X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
			Enhance Organizational <input type="checkbox"/>	Enhance overall quality of life for residents 1.Improve Infrastructure		
			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	Dr. Danny Crew, City Manager		Department:	Public Works Department		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO COMMUNITY ASPHALT CORPORATION AND METRIC ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED NINE HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED FIFTY EIGHT DOLLARS (\$983,658.00) , AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens received \$2,516,740 in American Recovery and Reinvestment (ARRA) stimulus funds through the Florida Department of Transportation for the City's roads that are designated by the Federal Highway Administration (FHWA). These roads are also

**ITEM K-13) CONSENT AGENDA
RESOLUTION
Awarding a bid to Community Asphalt Corp.**

designated as emergency roads (ER) by the US Department of Transportation; therefore, this funding can only be used for FHWA-ER roads.

In 2010, Council approved three (3) road projects for resurfacing, sidewalk repairs/installation, and guardrail repairs. All three projects have been completed. After these projects were completed \$835,150 still remained unspent from the total ARRA allocation. The remaining amount of \$835,150 was approved to be used to replace the NW 42 Avenue (cross streets: NW 178 Drive and NW 179 Street) Bridge to include the bridge sidewalks, re-alignment of the road, guardrail, street lighting (bridge construction area), and any drainage issues. The existing bridge has had safety issues for children walking to school and vehicles constantly hitting the guardrail because of road mis-alignment, lighting issues, and being too steep for crossing visibility.

The City funded an extra \$94,850 from the Stormwater Fund to use towards the Design-Build Criteria Package and the Construction Engineering Inspections (CEI) during construction.

Total from Stimulus to the City:	\$ 2,516,740.00
Total of all three approved projects (A,B,C):	<u>1,681,159.00</u>
Total remaining after approved projects (A,B,C):	<u>\$ 835,150.00</u>
NW 42 Avenue Bridge Replacement (Design-Build only):	\$ 835,150.00
NW 42 Avenue Bridge Replacement (Stormwater Funding):	<u>\$ 94,850.00</u>
Total amount of the Bridge Approved by Council on September 22, 2010:	\$ 930,000.00

Current Situation

The City issued a Request for Qualifications in accordance with the Florida Department of Transportation (FDOT) and ARRA requirements. Two companies were pre-qualified to submit proposals for the design-build of the bridge.

The design-build firms received a criteria package, prepared by City engineering firm Chen and Associates, to furnish sufficient information to prepare qualitative proposals and price proposals. Moreover, the design-build firm shall construct the bridge in accordance with the criteria package.

The pre-qualified companies, Community Asphalt Corporation (along with Metric Engineering, Inc.) and Weekley Asphalt Paving, Inc.(along with A&P Consulting Transportation Engineers Corp.) submitted proposals on June 9, 2011. Each company submitted one envelope "A" technical proposal and one envelope "B" price proposal. The process followed was envelopes "A" would be evaluated per the criteria stipulated in accordance with FDOT and ARRA requirements. The proposers, who receive a technical score with an average score of 70 or above, would have envelope "B" opened and the company with the lowest price proposal would be awarded the project.

Envelopes "A" were evaluated by the evaluation committee. A committee meeting was held June 17, 2011 to discuss the ranking of each proposal. The average score for Community Asphalt Corporation was 90.2 and Weekley Asphalt Paving, Inc. received an average of 66.4.

The price proposal from Weekley Asphalt Paving Inc. was returned unopened. The price proposal from Community Asphalt Corporation was publicly opened and read on June 27, 2011. The total bid from Community Asphalt Corporation is \$983,658. This amount is over the original funding approval with a difference of \$53,658, which will be funded by the City's Stormwater Fund.

NW 42 Avenue Bridge Replacement (ARRA Stimulus Funding):	\$ 835,150.00
NW 42 Avenue Bridge Replacement (Stormwater Funding):	<u>\$ 94,850.00</u>
Total amount of the Bridge Approved by Council on September 22, 2010:	\$ 930,000.00
Extra Funding Needed to complete the Project (Stormwater Funds):	\$ 53,658.00
Community Asphalt Design Build Bid	\$ 983,658.00

Proposed Action:

It is recommended that City Council approve the attached resolution authorizing the City Manager to execute a contract with Community Asphalt Corporation, located in Hialeah, Florida in an amount not to exceed \$ 983,658; \$53,658 of which will come from the City's Stormwater Fund.

Attachment:

Attachment A – Evaluation Sheet

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AWARDED A BID TO
5 COMMUNITY ASPHALT CORPORATION AND METRIC
6 ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED NINE
7 HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED FIFTY
8 EIGHT DOLLARS (\$983,658.00), AUTHORIZING AN
9 EXPENDITURE OF FIFTY THREE THOUSAND, SIX HUNDRED
10 AND FIFTY EIGHT (\$53,658.00) FROM THE STORMWATER
11 FUND FOR THIS PURPOSE; AND AUTHORIZING THE CITY
12 MANAGER AND CITY CLERK TO EXECUTE AND ATTEST
13 RESPECTIVELY, THAT CERTAIN AGREEMENT FOR THIS
14 PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY
15 CLERK; PROVIDING FOR THE ADOPTION OF
16 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
17

18 WHEREAS, the City of Miami Gardens received Two Million Five Hundred
19 Sixteen Thousand Seven Hundred Forty Dollars (\$2,516,740.00) in American Recovery
20 and Reinvestment (ARRA) stimulus funds through the Florida Department of
21 Transportation for certain City roads, and

22 WHEREAS, in 2010, the City approved three (3) road projects for resurfacing,
23 sidewalk repairs, and installation all of which have been completed, and

24 WHEREAS, there is Eight Hundred Thirty-Five Thousand One Hundred Fifty
25 Dollars (\$835,150.00) remaining in the ARRA allocation, which was approved to be
26 used to replace the N.W. 42nd Avenue bridge, including sidewalks, realignment of the
27 road, guardrails, street lighting and drainage issues, and

28 WHEREAS, the City funded an extra Ninety-Four Thousand Eight Hundred Fifty
29 Dollars (\$94,850.00) from the Stormwater Fund to be used towards the Design Build
30 Criteria Package and construction engineering inspections during construction, and

31 WHEREAS, the City issued a request for qualifications for bid replacement from
32 two (2) companies who were prequalified, and

33 WHEREAS, the City's engineering firm, Chen & Associates prepared technical
34 specifications for completion of the bridge requirement, and

35 WHEREAS, the prequalified teams of companies were Community Asphalt
36 Corporation along with Metric Engineering, Inc., and Weekly Asphalt Paving, Inc. along
37 with A & P Consulting Transportation Engineers Corp., and

38 WHEREAS, each of these two teams submitted a proposal on June 9, 2011, and

39 WHEREAS, City staff evaluated the proposals for compliance and ranked each
40 team accordingly, and

41 WHEREAS, it was determined, that the technical proposal submitted by the team
42 of Community Asphalt Corporation and Metric Engineering, Inc. scored higher than that
43 submitted by the team of Weekly Asphalt Paving, Inc. and A & P Consulting
44 Transportation Engineers Corp., and

45 WHEREAS, it is being recommended that the City award the bid to the team of
46 Community Asphalt Corporation and Metric Engineering, Inc. in an amount not to
47 exceed Nine Hundred Eighty-Three Thousand Six Hundred Fifty-Eight Dollars
48 (\$983,658.00), and

49 WHEREAS, it is anticipated that the extra funding in the amount of \$53 658.00
50 needed to complete the project will come from the City's Stormwater Fund,

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

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

56 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
57 hereby awards a bid to Community Asphalt Corporation and Metric Engineering, Inc. in
58 an amount not to exceed Nine Hundred Eighty-Three Thousand Six Hundred Fifty-Eight
59 Dollars (\$983,658.00). The City Council further authorizes an expenditure of Fifty Three
60 Thousand, Six Hundred and Fifty Eight (\$53,658.00) from the Stormwater Fund for this
61 purpose, and authorizes the City Manager and City Clerk to execute and attest
62 respectively, that certain agreement attached hereto as Exhibit "A" for this purpose.

63 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
64 authorized to obtain three (3) fully executed copies of the subject Agreement with one
65 (1) to be maintained by the City, and one (1) each to be delivered to Community Asphalt
66 Corporation and Metric Engineering, Inc.

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

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

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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

86

87

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

89

90 Moved by: _____

91

92 **VOTE:** _____

93

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

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

96 Councilman David Williams Jr. _____ (Yes) _____ (No)

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

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

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

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

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**CITY OF MIAMI GARDENS
CONSTRUCTION CONTRACT**

THIS CONTRACT made as of this _____ day of _____, 20____, by and between Community Asphalt Corp., hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

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

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

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 Enumeration of Contract Documents:

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

- (1) This Agreement and General Conditions
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY.
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No 10-11-001 dated June 9, 2011.

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

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

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated _____ and any attachments.
- c. General Conditions
- d. ITB, Specifications including any drawings & plans
- e. Contractor's Response

1.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before

proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

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

ARTICLE 2. SCOPE OF WORK

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

ARTICLE 3. CONTRACT ASSURANCE

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ARTICLE 4. CONTRACT TIME

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

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

4.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within ninety (300) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within one hundred twenty (365) days from the date certified by CITY as the date of Final Completion.

4.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of Seven Hundred Fifteen Dollars (\$715.00) for each calendar

day after the time specified in Section 2.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 2.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in Section 2.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

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

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

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

ARTICLE 5. COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, an amount not to exceed Nine Hundred Eighty-Three Thousand Six Hundred Fifty-Eight dollars (\$983,658.00) as full compensation, in accordance with LAP regulations and the Davis-Bacon Act (40 USC 267a) as amended and incorporated by reference in this Agreement.

ARTICLE 6. PROGRESS PAYMENTS

CONTRACTOR may make Application for Payment for Work completed, at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract Price as progress payments. The CONTRACTOR'S application shall show a complete breakdown of the Project components as dictated by the CITY, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY. CONTRACTOR shall submit with each Application for Payment, an updated

progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the Work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY. The CITY shall make payment to the CONTRACTOR within thirty (30) business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the Contract Documents.

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

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

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

ARTICLE 7. ACCEPTANCE AND FINAL PAYMENT

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

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

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to

protect itself from loss on account of:

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

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

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

ARTICLE 8. MISCELLANEOUS

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

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

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

8.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal

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

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

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

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

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

And if sent to the CONTRACTOR shall be mailed to:

Name: Community Asphalt Corp.
Address: 14005 NW 186th Street
Address:
City, State & Zip: Hialeah, FL 33018
Contact Person: Ignacio Halley

Fed. ID# 59-2023298
Telephone # 305-829-0700
Fax # 305-829-8771

Title: President

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

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

8.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this

Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

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

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

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

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

8.13 Prior Contracts: This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 7.11 above.

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

8.15 Risk of Loss; Ownership: The risk of loss, injury or destruction of any personal property, including but not limited to the \$985,000.00, any additional contract price shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon final acceptance of the Work by CITY.

8.16 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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

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

WITNESSES:

CONTRACTOR:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Seal:

ATTEST:

CITY OF MIAMI GARDENS

City Clerk

City Mayor

APPROVED AS TO FORM:

CITY Attorney

Dated:

Envelope (B)

**PROPOSAL SCHEDULE OF VALUES
Request for Proposal #10-11-063
CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT**

**EVALUATION RANKING SHEET
RFP# 10-11-001 Design-Build NW 42nd Avenue Bridge Replacement
June 9, 2011**

By signing this form as an Evaluator, I certify that I have no conflict of interest

Signed _____

Dated: _____

Company	Approach & Understanding of Project (max 100 pts)	Organization & Staffing (max 50 pts)	Coordination (max 25 pts)	System Maintainability (max 50 pts)	Integration w/existing system (max 25 pts)	QA/QC plan (max 25 pts)	Innovative Aspects/DBF Value Added (max 25 pts)	MOT (max 25 pts)	Schedule (Max 75 pts)	Design Support Doc. (max 100 pts)	Total (max 500 pts)
Community Asphalt & Metric Eng.	92	46	23	37	24	22	22	23	71	91	451
Weekley Asphalt & A&P Consulting	46	40	24	37	17	20	21	17	26	84	332

In accordance with the RFP cost proposals will be opened of the bidders receiving the average score of 70

Community Asphalt & Metric Engineering – Score $451/5 = 90.2$

Weekley Asphalt & A&P Consulting – Score $332/5 = 66.4$

Price proposal from Weekly will be returned unopened –

Price proposal from Community Asphalt & Metric Engineering price proposal will be opened Monday, June 27, 2011 @ 2:00 p.m.



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2009-24-969 OF THE CITY COUNCIL ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF EQUIPMENT ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION DOLLARS (\$2,000,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING VEHICLES, EQUIPMENT AND MACHINERY FOR VARIOUS CITY DEPARTMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL

**ITEM L-1) RESOLUTION
Amendment to \$2 Million Bond
Resolution**

RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens Council previously approved the issuance of bonds for equipment purchases, infrastructure improvements, land acquisition and building improvements. The five bonds were financed by Wachovia bank. The City pledged Local Government Half Cents Sales Tax and Telcommunication Services Tax to secure the financing.

Later in 2009, the City issued two (2) additional taxable bonds for land acquisitions. One of the bonds was financed by Bank of America, and the City pledged the same sources of revenues. Wachovia financed the second bond.

Current Situation

Wachovia Bank has notified the City that due to the City’s revenue recent pledge to Bank of America on the Emerald Point land bond-issue, we need to add the Utility Service Tax as an additional pledge to our earlier Wachovia bond issue to ensure it can meet coverage ratios and the Maximum Annual Debt Service calculation as required in the bond issue. A resolution is required to add the utility service tax as a source of “pledged revenues.”

For purposes of clarity, it is important to note that this is not a request for a new bond issuance nor will it raise our debt service payments; Rather, as a housekeeping item, this resolution simply satisfies a bond financing requirement by listing all tax revenues pledged to secure said bonds so that we can maintain our required coverage ratios.

Proposed Action:

That City Council adopt the proposed Resolutions.

Attachment:

None

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2009-24-969 OF THE CITY COUNCIL ENTITLED: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF EQUIPMENT ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION DOLLARS (\$2,000,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING VEHICLES, EQUIPMENT AND MACHINERY FOR VARIOUS CITY DEPARTMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2009-24-969 adopted by the City Council on January 28, 2009 (the “Original Resolution”), the City of Miami Gardens, Florida (the “City”) has issued its Equipment Acquisition Revenue Bonds, Series 2009 in the original aggregate principal amount of Two Million Dollars (\$2,000,000) for the purpose of financing the costs of purchasing equipment (the “Series 2009 Bonds”), which Series 2009 Bonds are payable from and secured by a pledge of the proceeds of the Local Government Half-cent Sales Tax and the Communications Services Tax, and

WHEREAS, the City has issued other bonds payable from and secured by such proceeds of the Local Government Half-cent Sales Tax and the Communications Services Tax and has issued other bonds additionally payable from and secured by a pledge of a portion of the proceeds City’s utilities service taxes; and

WHEREAS, the Council has determined that it is in the best interest of the City and its citizens to amend the Original Resolution to provide that the Series 2009 Bonds will be additionally payable from and secured by a pledge of portion of the proceeds City's utilities service taxes and to revise the restrictions on the issuance of additional bonds so secured, thus increasing the debt capacity of the City, and

WHEREAS, the sole holder of the Series 2009 Bonds has consented and agreed to the amendments set forth herein,

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

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

SECTION 2. AMENDMENT TO ORIGINAL RESOLUTION: Section 8 of the Original Resolution is hereby amended to read as follows:

SECTION 8. PLEDGE OF REVENUES:

(a) In order to secure the principal of and interest on the Bonds, the City hereby pledges, assigns and grants a security interest to the Bondholders in the Local Government Half-Cent Sales Tax Revenues, in the Communication Services Tax Revenues and in the Utility Service Tax Revenues. The City covenants that for so long as the Bonds are secured by the Local Government Half-Cent Sales Tax Revenues it shall take all necessary steps to qualify to continue to receive the Local Government Half-Cent Sales Tax Revenues as provided for in Part VI, Chapter 218, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Communication Services Tax Revenues it shall take all necessary steps to qualify to continue to receive the Communication Services Tax Revenues as provided for in Chapter 202, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Utility Services Tax Revenues it shall take all necessary steps to continue to receive the Utility Services Tax Revenues as provided for in Section 166.231(1)(a), Florida Statutes.

(b) The City represents and warrants to the Bondholders that there are no other obligations of the City currently outstanding secured by the Local Government Half-Cent Sales Tax Revenues or the Communication Services Tax Revenues, other than the City's outstanding, \$14,400,000 Land Acquisition and Improvement Revenue Bonds, Series 2007 (the "Sales Tax and

Communication Tax Parity Bonds”), the lien of which is and shall be on a parity with the lien on such revenues for the benefit of the Bonds. The City represents and warrants to the Bondholders that there are no other obligations of the City currently outstanding secured by all sources of the Pledged Revenues, other than the City’s outstanding \$2,500,000 Capital Improvement Revenue Bonds, Series 2005, \$7,500,000 Land Acquisition Revenue Bonds, Series 2005, \$7,300,000 Taxable Land Acquisition Revenue Bonds, Series 2009, \$4,700,000 Equipment Acquisition Revenue Bonds, Series 2008, \$4,000,000 Land Acquisition and Improvement Revenue Bonds, Series 2009 and \$8,800,000 Taxable Land Acquisition Revenue Bonds, Series 2009B (collectively, the “Pledged Revenue Parity Bonds”).

(c) As used in this Resolution, (i) the term “Local Government Half-Cent Sales Tax Revenues” means the portion of the proceeds of the Local Government Half-Cent Sales Tax as defined in and received by the City under Part VI, Chapter 218, Florida Statutes, (ii) the term “Communication Services Tax Revenues” means proceeds of the Communication Services Tax as defined in and received by the City under Chapter 202, Florida Statutes, (iii) the term “Utility Services Tax Revenues” mean the revenues received from the tax on the purchase of electricity, which constitutes a portion of the public service tax (also known as the utilities service tax) levied and received or to be received by the City pursuant to Section 166.231(1)(a), Florida Statutes, and Ordinance No. 2003-1 adopted by the City Council on August 20, 2003, (iv) the term “Pledged Revenues” means, collectively, the Local Government Half-Cent Sales Tax Revenues, the Communication Services Tax Revenues, and the Utility Services Tax Revenues, and (v) the term “Parity Bonds” means, collectively, the Sales Tax and Communication Tax Parity Bonds and the Pledged Revenue Parity Bonds.

(d) Calculations of Pledged Revenues and of individual revenue components thereof, will be based on information derived from the most recently audited fiscal year end financial statements. For purposes of calculating Maximum Annual Debt Service, the interest rate to be assumed for indebtedness bearing interest at a variable rate shall be equal the higher of seven percent (7%) per annum or the actual rate of interest paid by the City with respect to such indebtedness during the month preceding the date of calculation, and such indebtedness shall be assumed to be fully funded. In addition, for purposes of calculating Maximum Annual Debt Service, the City's \$7,300,000 Taxable Land Acquisition Revenue Bonds, Series 2009, and the City’s \$8,800,000 Taxable

Land Acquisition Revenue Bonds, Series 2009B shall be assumed to amortize over a fifteen (15) year period.

SECTION 2. AUTHORITY OF OFFICERS: The Mayor, the City Manager and the City Clerk are and each of them is hereby authorized and directed to execute and deliver a replacement bonds, substantially in the form set forth in the Original Resolution but revised to correspond to the amendments made by this Resolution, and exchange such replacement bonds for the outstanding Series 2009 Bonds, and to do and cause to be done any and all acts and things necessary or proper for effectuating the amendments made by this Resolution.

SECTION 3. SEVERABILITY: In case any one or more of the provisions of this Resolution or of any Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

SECTION 4. OPEN MEETING FINDINGS: It is hereby found and determined that all official acts of the City Council concerning and relating to the adoption of this Resolution and all prior resolutions affecting the City Council's ability to issue the Bonds were taken in an open meeting of the City Council and that all deliberations of the City Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

SECTION 5. REPEALING CLAUSE: All resolutions and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

SECTION 6. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage and adoption.

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, CMC, CITY CLERK

Prepared by Akerman Senterfitt, Bank Counsel

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY:

VOTE:

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



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		
Funding Source:	Utility Service Tax		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X	Enhance Organizational <input type="checkbox"/>	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"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	Danny Crew, City Manager		Department:	Finance			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION 2009-25-970 OF THE CITY COUNCIL ENTITLED: "A RESOLUTION AUTHORIZING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF TAXABLE LAND ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING SEVEN MILLION THREE HUNDRED THOUSAND DOLLARS (\$7,300,000) FOR THE PURPOSE OF FINANCING THE COSTS OF PURCHASING CERTAIN PROPERTY DESCRIBED ON EXHIBIT "C" ATTACHED HERETO, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH;

**ITEM L-2) RESOLUTION
Amending \$7.3 Million Bond
Resolution**

APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF SALE AND PURCHASE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens Council previously approved the issuance of bonds for equipment purchases, infrastructure improvements, land acquisition and building improvements. The five bonds were financed by Wachovia bank. The City pledged Local Government Half Cents Sales Tax and Telcommunication Services Tax to secure the financing.

Later in 2009, the City issued two (2) additional taxable bonds for land acquisitions. One of the bonds was financed by Bank of America, and the City pledged the same sources of revenues. Wachovia financed the second bond.

Current Situation

Wachovia Bank has notified the City that due to the City’s revenue recent pledge to Bank of America on the Emerald Point land bond-issue, we need to add the Utility Service Tax as an additional pledge to our earlier Wachovia bond issue to ensure it can meet coverage ratios and the Maximum Annual Debt Service calculation as required in the bond issue. A resolution is required to add the utility service tax as a source of “pledged revenues.”

For purposes of clarity, it is important to note that this is not a request for a new bond issuance nor will it raise our debt service payments; Rather, as a housekeeping item, this resolution simply satisfies a bond financing requirement by listing all tax revenues pledged to secure said bonds so that we can maintain our required coverage ratios.

Proposed Action:

That City Council adopt the proposed Resolutions.

Attachment:

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION 2009-25-970 OF THE CITY COUNCIL ENTITLED: “A RESOLUTION AUTHORIZING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF TAXABLE LAND ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING SEVEN MILLION THREE HUNDRED THOUSAND DOLLARS (\$7,300,000) FOR THE PURPOSE OF FINANCING THE COSTS OF PURCHASING CERTAIN PROPERTY DESCRIBED ON EXHIBIT “C” ATTACHED HERETO, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF SALE AND PURCHASE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2009-25-970 adopted by the City Council on January 28, 2009 (the “Original Resolution”), the City of Miami Gardens, Florida (the “City”) has issued its Taxable Land Acquisition Revenue Bonds, Series 2009 in the original aggregate principal amount of Seven Million Three Hundred Thousand Dollars (\$7,300,000) for the purpose of financing the costs of purchasing land for economic development (the “Series 2009 Bonds”), which Series 2009 Bonds are payable from and secured by a pledge of a portion of the City’s utilities service taxes, and

WHEREAS, the City has issued other bonds payable from and secured by such utilities service taxes and has issued other bonds additionally payable from and secured by a pledge of

the proceeds of the Local Government Half-cent Sales Tax and the proceeds of the Communications Services Tax; and

WHEREAS, the Council has determined that it is in the best interest of the City and its citizens to amend the Original Resolution to provide that the Series 2009 Bonds will be additionally payable from and secured by a pledge of the proceeds of the Local Government Half-cent Sales Tax and the proceeds of the Communications Services Tax and to revise the restrictions on the issuance of additional bonds so secured, thus increasing the debt capacity of the City, and

WHEREAS, the sole holder of the Series 2009 Bonds has consented and agreed to the amendments set forth herein,

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

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

SECTION 2. AMENDMENT TO ORIGINAL RESOLUTION: Section 8 of the Original Resolution is hereby amended to read as follows:

SECTION 8. PLEDGE OF REVENUES:

(a) In order to secure the principal of and interest on the Bonds, the City hereby pledges, assigns and grants a security interest to the Bondholders in the Local Government Half-Cent Sales Tax Revenues, in the Communication Services Tax Revenues and in the Utility Service Tax Revenues. The City covenants that for so long as the Bonds are secured by the Local Government Half-Cent Sales Tax Revenues it shall take all necessary steps to qualify to continue to receive the Local Government Half-Cent Sales Tax Revenues as provided for in Part VI, Chapter 218, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Communication Services Tax Revenues it shall take all necessary steps to qualify to continue to receive the Communication Services Tax Revenues as provided for in Chapter 202, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Utility Services Tax Revenues it shall take all necessary steps to continue to receive the Utility Services Tax Revenues as provided for in Section 166.231(1)(a), Florida Statutes.

(b) The City represents and warrants to the Bondholders that as of here are no other obligations of the City currently outstanding

secured solely by the Local Government Half-Cent Sales Tax Revenues or the Communication Services Tax Revenues, other than the City's outstanding, \$14,400,000 Land Acquisition and Improvement Revenue Bonds, Series 2007 (the "Sales Tax and Communication Tax Parity Bonds"), the lien of which is on a parity with the lien on such revenues for the benefit of the Bonds. The City represents and warrants to the Bondholders that there are no other obligations of the City currently outstanding secured by all sources of the Pledged Revenues, other than the City's outstanding \$2,500,000 Capital Improvement Revenue Bonds, Series 2005, \$7,500,000 Land Acquisition Revenue Bonds, Series 2005, \$4,700,000 Equipment Acquisition Revenue Bonds, Series 2008, \$2,000,000 Equipment Acquisition Revenue Bonds, Series 2009, \$4,000,000 Land Acquisition Revenue Bonds, Series 2009 and \$8,800,000 Taxable Land Acquisition Revenue Bonds, Series 2009B (collectively, the "Pledged Revenue Parity Bonds").

(c) As used in this Resolution, (i) the term "Local Government Half-Cent Sales Tax Revenues" means the portion of the proceeds of the Local Government Half-Cent Sales Tax as defined in and received by the City under Part VI, Chapter 218, Florida Statutes, (ii) the term "Communication Services Tax Revenues" means proceeds of the Communication Services Tax as defined in and received by the City under Chapter 202, Florida Statutes, (iii) the term "Utility Services Tax Revenues" mean the revenues received from the tax on the purchase of electricity, which constitutes a portion of the public service tax (also known as the utilities service tax) levied and received or to be received by the City pursuant to Section 166.231(1)(a), Florida Statutes, and Ordinance No. 2003-1 adopted by the City Council on August 20, 2003, (iv) the term "Pledged Revenues" means, collectively, the Local Government Half-Cent Sales Tax Revenues, the Communication Services Tax Revenues, and the Utility Services Tax Revenues, and (v) the term "Parity Bonds" means, collectively, the Sales Tax and Communication Tax Parity Bonds and the Pledged Revenue Parity Bonds.

(d) Calculations of Pledged Revenues and of individual revenue components thereof, will be based on information derived from the most recently audited fiscal year end financial statements. For purposes of calculating Maximum Annual Debt Service, the interest rate to be assumed for indebtedness bearing interest at a variable rate shall be equal to the higher of seven percent (7%) per annum or the actual rate of interest paid by the City with respect to such indebtedness during the month preceding the date of calculation, and such indebtedness shall be assumed to be fully

funded. In addition, for purposes of calculating Maximum Annual Debt Service, the Series 2009 Bonds and the City's \$8,800,000 Taxable Land Acquisition Revenue Bonds, Series 2009B shall be assumed to amortize the original principal amount over a fifteen (15) year period from the respective dates of issuance thereof.

SECTION 2. AUTHORITY OF OFFICERS: The Mayor, the City Manager and the City Clerk are and each of them is hereby authorized and directed to execute and deliver a replacement bonds, substantially in the form set forth in the Original Resolution but revised to correspond to the amendments made by this Resolution, and exchange such replacement bonds for the outstanding Series 2009 Bonds, and to do and cause to be done any and all acts and things necessary or proper for effectuating the amendments made by this Resolution.

SECTION 3. SEVERABILITY: In case any one or more of the provisions of this Resolution or of any Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

SECTION 4. OPEN MEETING FINDINGS: It is hereby found and determined that all official acts of the City Council concerning and relating to the adoption of this Resolution and all prior resolutions affecting the City Council's ability to issue the Bonds were taken in an open meeting of the City Council and that all deliberations of the City Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

SECTION 5. REPEALING CLAUSE: All resolutions and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

SECTION 6. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage and adoption.

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, CMC, CITY CLERK

Prepared by Akerman Senterfitt, Bank Counsel

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY:

VOTE:

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



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2005-86-263 OF THE CITY COUNCIL ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING VEHICLES, EQUIPMENT AND MACHINERY FOR VARIOUS CITY DEPARTMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH;

**ITEM L-3) RESOLUTION
Amending \$2.5 Million Bond
Resolution**

PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens Council previously approved the issuance of bonds for equipment purchases, infrastructure improvements, land acquisition and building improvements. The five bonds were financed by Wachovia bank. The City pledged Local Government Half Cents Sales Tax and Telcommunication Services Tax to secure the financing.

Later in 2009, the City issued two (2) additional taxable bonds for land acquisitions. One of the bonds was financed by Bank of America, and the City pledged the same sources of revenues. Wachovia financed the second bond.

Current Situation

Wachovia Bank has notified the City that due to the City’s revenue recent pledge to Bank of America on the Emerald Point land bond-issue, we need to add the Utility Service Tax as an additional pledge to our earlier Wachovia bond issue to ensure it can meet coverage ratios and the Maximum Annual Debt Service calculation as required in the bond issue. A resolution is required to add the utility service tax as a source of “pledged revenues.”

For purposes of clarity, it is important to note that this is not a request for a new bond issuance nor will it raise our debt service payments; Rather, as a housekeeping item, this resolution simply satisfies a bond financing requirement by listing all tax revenues pledged to secure said bonds so that we can maintain our required coverage ratios.

Proposed Action:

That City Council adopt the proposed Resolutions.

Attachment:

None

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING VEHICLES, EQUIPMENT AND MACHINERY FOR VARIOUS CITY DEPARTMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2005-____ adopted by the City Council on June 20, 2005 (the “Original Resolution”), the City of Miami Gardens, Florida (the “City”) has issued its Capital Improvement Revenue Bonds, Series 2005 in the original aggregate principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) for the purpose of financing the costs of purchasing equipment (the “Series 2005 Bonds”), which Series 2005 Bonds are payable from and secured by a pledge of the proceeds of the Local Government Half-cent Sales Tax and the Communications Services Tax, and

WHEREAS, the City has issued other bonds payable from and secured by such proceeds of the Local Government Half-cent Sales Tax and the Communications Services Tax and has issued other bonds additionally payable from and secured by a pledge of a portion of the proceeds City’s utilities service taxes; and

WHEREAS, the Council has determined that it is in the best interest of the City and its citizens to amend the Original Resolution to provide that the Series 2005 Bonds will be additionally payable from and secured by a pledge of portion of the proceeds City's utilities service taxes and to revise the restrictions on the issuance of additional bonds so secured, thus increasing the debt capacity of the City, and

WHEREAS, the sole holder of the Series 2005 Bonds has consented and agreed to the amendments set forth herein,

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

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

SECTION 2. AMENDMENT TO ORIGINAL RESOLUTION: Section 8 of the Original Resolution is hereby amended to read as follows:

SECTION 8. PLEDGE OF REVENUES:

(a) In order to secure the principal of and interest on the Bonds, the City hereby pledges, assigns and grants a security interest to the Bondholders in the Local Government Half-Cent Sales Tax Revenues, in the Communication Services Tax Revenues and in the Utility Service Tax Revenues. The City covenants that for so long as the Bonds are secured by the Local Government Half-Cent Sales Tax Revenues it shall take all necessary steps to qualify to continue to receive the Local Government Half-Cent Sales Tax Revenues as provided for in Part VI, Chapter 218, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Communication Services Tax Revenues it shall take all necessary steps to qualify to continue to receive the Communication Services Tax Revenues as provided for in Chapter 202, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Utility Services Tax Revenues it shall take all necessary steps to continue to receive the Utility Services Tax Revenues as provided for in Section 166.231(1)(a), Florida Statutes.

(b) The City represents and warrants to the Bondholders that there are no other obligations of the City currently outstanding secured by the Local Government Half-Cent Sales Tax Revenues or the Communication Services Tax Revenues, other than the City's outstanding \$14,400,000 Land Acquisition and Improvement Revenue Bonds, Series 2007 (the "Sales Tax and

Communication Tax Parity Bonds”), the lien of which is and shall be on a parity with the lien on such revenues for the benefit of the Bonds. The City represents and warrants to the Bondholders that there are no other obligations of the City currently outstanding secured by all sources of the Pledged Revenues, other than the City’s outstanding \$7,500,000 Land Acquisition Revenue Bonds, Series 2005, \$4,700,000 Equipment Acquisition Revenue Bonds, Series 2008, \$7,300,000 Taxable Land Acquisition Revenue Bonds, Series 2009, \$2,000,000 Equipment Acquisition Revenue Bonds, Series 2009, \$4,000,000 Land Acquisition and Improvement Revenue Bonds, Series 2009 and \$8,800,000 Taxable Land Acquisition Revenue Bonds, Series 2009B (collectively, the “Pledged Revenue Parity Bonds”).

(c) The lien upon and security interest in the Local Government Half-Cent Sales Tax Revenues shall be released when the ratio of the amount of Communication Services Tax Revenues collected during each of the preceding two fiscal years of the City divided by the Maximum Annual Debt Service on all Debt Obligations secured by the Communication Services Tax Revenues (the “Debt Service Coverage Test”) is at least equal to 1.50. The City shall provide the Owners of the Bonds written notice of the release of the Local Government Half-Cent Sales Tax Revenues, which notice shall include the calculations demonstrating that the Debt Service Coverage Test has been met. For purposes of this paragraph,

(i) “Maximum Annual Debt Service” shall mean the maximum amount of principal and interest in the then current or any future fiscal year on all Debt Obligations;

(ii) “Debt Obligations” shall mean debt service on debt obligations of the City, including the Bonds, which are secured by or payable from the Communication Services Tax Revenues.

(d) As used in this Resolution, (i) the term “Local Government Half-Cent Sales Tax Revenues” means the portion of the proceeds of the Local Government Half-Cent Sales Tax as defined in and received by the City under Part VI, Chapter 218, Florida Statutes, (ii) the term “Communication Services Tax Revenues” means proceeds of the Communication Services Tax as defined in and received by the City under Chapter 202, Florida Statutes, (iii) the term “Utility Services Tax Revenues” mean the revenues received from the tax on the purchase of electricity, which constitutes a portion of the public service tax (also known as the utilities service

tax) levied and received or to be received by the City pursuant to Section 166.231(1)(a), Florida Statutes, and Ordinance No. 2003-1 adopted by the City Council on August 20, 2003, (iv) the term “Pledged Revenues” means, collectively, the Local Government Half-Cent Sales Tax Revenues, the Communication Services Tax Revenues, and the Utility Services Tax Revenues, and (v) the term “Parity Bonds” means, collectively, the Sales Tax and Communication Tax Parity Bonds and the Pledged Revenue Parity Bonds.

(e) Calculations of Pledged Revenues and of individual revenue components thereof, will be based on information derived from the most recently audited fiscal year end financial statements. For purposes of calculating Maximum Annual Debt Service, the interest rate to be assumed for indebtedness bearing interest at a variable rate shall be equal the higher of seven percent (7%) per annum or the actual rate of interest paid by the City with respect to such indebtedness during the month preceding the date of calculation, and such indebtedness shall be assumed to be fully funded. In addition, for purposes of calculating Maximum Annual Debt Service, the City’s \$7,300,000 Taxable Land Acquisition Revenue Bonds, Series 2009 and the City’s \$8,800,000 Taxable Land Acquisition Revenue Bonds, Series 2009B shall be assumed to amortize over a fifteen (15) year period.

SECTION 2. AUTHORITY OF OFFICERS: The Mayor, the City Manager and the City Clerk are and each of them is hereby authorized and directed to execute and deliver a replacement bonds, substantially in the form set forth in the Original Resolution but revised to correspond to the amendments made by this Resolution, and exchange such replacement bonds for the outstanding Series 2005 Bonds, and to do and cause to be done any and all acts and things necessary or proper for effectuating the amendments made by this Resolution.

SECTION 3. SEVERABILITY: In case any one or more of the provisions of this Resolution or of any Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

SECTION 4. OPEN MEETING FINDINGS: It is hereby found and determined that all official acts of the City Council concerning and relating to the adoption of this Resolution and all prior resolutions affecting the City Council’s ability to issue the Bonds were taken in an open meeting of the City Council and that all deliberations of the City Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

SECTION 5. REPEALING CLAUSE: All resolutions and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

SECTION 6. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage and adoption.

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, CMC, CITY CLERK

Prepared by Akerman Senterfitt, Bank Counsel

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY:

VOTE:

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



**City of Miami Gardens
Agenda Cover Memo**

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

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NUMBER 2005-85-262 OF THE CITY COUNCIL ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE ISSUANCE OF LAND ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING AND RENOVATING EXISTING BUILDINGS AND CONSTRUCTING NEW PUBLIC FACILITIES, PURCHASING LAND FOR, AND FINANCING ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, LEGAL AND OTHER PLANNING COSTS RELATED THERETO FOR, THE SITES OF CITY HALL, PUBLIC WORKS DEPARTMENT FACILITIES AND OTHER PUBLIC FACILITIES, WIDENING ROADS AND MAKING OTHER ROAD

**ITEM L-4) RESOLUTION
Amending \$7.5 Million Bond
Resolution**

IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens Council previously approved the issuance of bonds for equipment purchases, infrastructure improvements, land acquisition and building improvements. The five bonds were financed by Wachovia bank. The City pledged Local Government Half Cents Sales Tax and Telcommunication Services Tax to secure the financing.

Later in 2009, the City issued two (2) additional taxable bonds for land acquisitions. One of the bonds was financed by Bank of America, and the City pledged the same sources of revenues. Wachovia financed the second bond.

Current Situation

Wachovia Bank has notified the City that due to the City’s revenue recent pledge to Bank of America on the Emerald Point land bond-issue, we need to add the Utility Service Tax as an additional pledge to our earlier Wachovia bond issue to ensure it can meet coverage ratios and the Maximum Annual Debt Service calculation as required in the bond issue. A resolution is required to add the utility service tax as a source of “pledged revenues.”

For purposes of clarity, it is important to note that this is not a request for a new bond issuance nor will it raise our debt service payments; Rather, as a housekeeping item, this resolution simply satisfies a bond financing requirement by listing all tax revenues pledged to secure said bonds so that we can maintain our required coverage ratios.

Proposed Action:

That City Council adopt the proposed Resolutions.

Attachment:

None

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NUMBER 2005-___ BY THE CITY COUNCIL ENTITLED “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE ISSUANCE OF LAND ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING AND RENOVATING EXISTING BUILDINGS AND CONSTRUCTING NEW PUBLIC FACILITIES, PURCHASING LAND FOR, AND FINANCING ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, LEGAL AND OTHER PLANNING COSTS RELATED THERETO FOR, THE SITES OF CITY HALL, PUBLIC WORKS DEPARTMENT FACILITIES AND OTHER PUBLIC FACILITIES, WIDENING ROADS AND MAKING OTHER ROAD IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDED THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2005-_____ adopted by the City Council on June 20, 2005 (the “Original Resolution”), the City of Miami Gardens, Florida (the “City”) has issued its Land Acquisition Revenue Bonds, Series 2005 in the original aggregate principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the purpose of financing the costs of capital improvements (the “Series 2005 Bonds”), which Series 2005 Bonds are payable from and secured by a pledge of the proceeds of the Local Government Half-cent Sales Tax and the Communications Services Tax, and

WHEREAS, the City has issued other bonds payable from and secured by such proceeds of the Local Government Half-cent Sales Tax and the Communications Services Tax and has issued other bonds additionally payable from and secured by a pledge of a portion of the proceeds City's utilities service taxes; and

WHEREAS, the Council has determined that it is in the best interest of the City and its citizens to amend the Original Resolution to provide that the Series 2005 Bonds will be additionally payable from and secured by a pledge of portion of the proceeds City's utilities service taxes and to revise the restrictions on the issuance of additional bonds so secured, thus increasing the debt capacity of the City, and

WHEREAS, the sole holder of the Series 2005 Bonds has consented and agreed to the amendments set forth herein,

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

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

SECTION 2. AMENDMENT TO ORIGINAL RESOLUTION: Section 8 of the Original Resolution is hereby amended to read as follows:

SECTION 8. PLEDGE OF REVENUES:

(a) In order to secure the principal of and interest on the Bonds, the City hereby pledges, assigns and grants a security interest to the Bondholders in the Local Government Half-Cent Sales Tax Revenues, in the Communication Services Tax Revenues and in the Utility Service Tax Revenues. The City covenants that for so long as the Bonds are secured by the Local Government Half-Cent Sales Tax Revenues it shall take all necessary steps to qualify to continue to receive the Local Government Half-Cent Sales Tax Revenues as provided for in Part VI, Chapter 218, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Communication Services Tax Revenues it shall take all necessary steps to qualify to continue to receive the Communication Services Tax Revenues as provided for in Chapter 202, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Utility Services Tax Revenues it shall take all necessary steps to continue to receive the Utility Services Tax Revenues as provided for in Section 166.231(1)(a), Florida Statutes.

(b) The City represents and warrants to the Bondholders that there are no other obligations of the City currently outstanding secured by the Local Government Half-Cent Sales Tax Revenues or the Communication Services Tax Revenues, other than the City's outstanding \$14,400,000 Land Acquisition and Improvement Revenue Bonds, Series 2007 (the "Sales Tax and Communication Tax Parity Bonds"), the lien of which is and shall be on a parity with the lien on such revenues for the benefit of the Bonds. The City represents and warrants to the Bondholders that there are no other obligations of the City currently outstanding secured by all sources of the Pledged Revenues, other than the City's outstanding \$2,500,000 Capital Improvement Revenue Bonds, Series 2005, \$4,700,000 Equipment Acquisition Revenue Bonds, Series 2008, \$7,300,000 Taxable Land Acquisition Revenue Bonds, Series 2009, \$2,000,000 Equipment Acquisition Revenue Bonds, Series 2009, \$4,000,000 Land Acquisition and Improvement Revenue Bonds, Series 2009 and \$8,800,000 Taxable Land Acquisition Revenue Bonds, Series 2009B (collectively, the "Pledged Revenue Parity Bonds").

(c) The lien upon and security interest in the Local Government Half-Cent Sales Tax Revenues shall be released when the ratio of the amount of Communication Services Tax Revenues collected during each of the preceding two fiscal years of the City divided by the Maximum Annual Debt Service on all Debt Obligations secured by the Communication Services Tax Revenues (the "Debt Service Coverage Test") is at least equal to 1.50. The City shall provide the Owners of the Bonds written notice of the release of the Local Government Half-Cent Sales Tax Revenues, which notice shall include the calculations demonstrating that the Debt Service Coverage Test has been met. For purposes of this paragraph,

(i) "Maximum Annual Debt Service" shall mean the maximum amount of principal and interest in the then current or any future fiscal year on all Debt Obligations;

(ii) "Debt Obligations" shall mean debt service on debt obligations of the City, including the Bonds, which are secured by or payable from the Communication Services Tax Revenues.

(d) As used in this Resolution, (i) the term "Local Government Half-Cent Sales Tax Revenues" means the portion of the proceeds of the Local Government Half-Cent Sales Tax as defined in and received by the City under Part VI, Chapter 218, Florida Statutes,

(ii) the term “Communication Services Tax Revenues” means proceeds of the Communication Services Tax as defined in and received by the City under Chapter 202, Florida Statutes, (iii) the term “Utility Services Tax Revenues” mean the revenues received from the tax on the purchase of electricity, which constitutes a portion of the public service tax (also known as the utilities service tax) levied and received or to be received by the City pursuant to Section 166.231(1)(a), Florida Statutes, and Ordinance No. 2003-1 adopted by the City Council on August 20, 2003, (iv) the term “Pledged Revenues” means, collectively, the Local Government Half-Cent Sales Tax Revenues, the Communication Services Tax Revenues, and the Utility Services Tax Revenues, and (v) the term “Parity Bonds” means, collectively, the Sales Tax and Communication Tax Parity Bonds and the Pledged Revenue Parity Bonds.

(e) Calculations of Pledged Revenues and of individual revenue components thereof, will be based on information derived from the most recently audited fiscal year end financial statements. For purposes of calculating Maximum Annual Debt Service, the interest rate to be assumed for indebtedness bearing interest at a variable rate shall be equal the higher of seven percent (7%) per annum or the actual rate of interest paid by the City with respect to such indebtedness during the month preceding the date of calculation, and such indebtedness shall be assumed to be fully funded. In addition, for purposes of calculating Maximum Annual Debt Service, the City’s \$7,300,000 Taxable Land Acquisition Revenue Bonds, Series 2009 and the City’s \$8,800,000 Taxable Land Acquisition Revenue Bonds, Series 2009B shall be assumed to amortize over a fifteen (15) year period.

SECTION 2. AUTHORITY OF OFFICERS: The Mayor, the City Manager and the City Clerk are and each of them is hereby authorized and directed to execute and deliver a replacement bonds, substantially in the form set forth in the Original Resolution but revised to correspond to the amendments made by this Resolution, and exchange such replacement bonds for the outstanding Series 2005 Bonds, and to do and cause to be done any and all acts and things necessary or proper for effectuating the amendments made by this Resolution.

SECTION 3. SEVERABILITY: In case any one or more of the provisions of this Resolution or of any Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

SECTION 4. OPEN MEETING FINDINGS: It is hereby found and determined that all official acts of the City Council concerning and relating to the adoption of this Resolution and all prior resolutions affecting the City Council's ability to issue the Bonds were taken in an open meeting of the City Council and that all deliberations of the City Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

SECTION 5. REPEALING CLAUSE: All resolutions and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

SECTION 6. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage and adoption.

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, CMC, CITY CLERK

Prepared by Akerman Senterfitt, Bank Counsel

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY:

VOTE:

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



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		
Funding Source:	Utility Service Tax		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X	Enhance Organizational <input type="checkbox"/>	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"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	Danny Crew, City Manager		Department:	Finance			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION 2007-180-686 OF THE CITY COUNCIL ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF EQUIPMENT ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF FOUR MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$4,700,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING VEHICLES, EQUIPMENT AND MACHINERY FOR VARIOUS CITY DEPARTMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR

**ITEM L-5) RESOLUTION
Amending \$4.7 Million Bond
Resolution**

ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens Council previously approved the issuance of bonds for equipment purchases, infrastructure improvements, land acquisition and building improvements. The five bonds were financed by Wachovia bank. The City pledged Local Government Half Cents Sales Tax and Telcommunication Services Tax to secure the financing.

Later in 2009, the City issued two (2) additional taxable bonds for land acquisitions. One of the bonds was financed by Bank of America, and the City pledged the same sources of revenues. Wachovia financed the second bond.

Current Situation

Wachovia Bank has notified the City that due to the City’s revenue recent pledge to Bank of America on the Emerald Point land bond-issue, we need to add the Utility Service Tax as an additional pledge to our earlier Wachovia bond issue to ensure it can meet coverage ratios and the Maximum Annual Debt Service calculation as required in the bond issue. A resolution is required to add the utility service tax as a source of “pledged revenues.”

For purposes of clarity, it is important to note that this is not a request for a new bond issuance nor will it raise our debt service payments; Rather, as a housekeeping item, this resolution simply satisfies a bond financing requirement by listing all tax revenues pledged to secure said bonds so that we can maintain our required coverage ratios.

Proposed Action:

That City Council adopt the proposed Resolutions.

Attachment:

None

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION 2007-180-686 OF THE CITY COUNCIL ENTITLED: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ISSUANCE OF EQUIPMENT ACQUISITION REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF FOUR MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$4,700,000) FOR THE PURPOSE OF FINANCING OR REIMBURSING A PORTION OF THE COSTS OF PURCHASING VEHICLES, EQUIPMENT AND MACHINERY FOR VARIOUS CITY DEPARTMENTS, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AWARDING THE SALE OF THE BONDS TO WACHOVIA BANK, NATIONAL ASSOCIATION; PROVIDING FOR SECURITY FOR THE BONDS; CONTAINING OTHER PROVISIONS RELATING TO THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.”; AMENDING THE SECURITY FOR THE BONDS THEREIN AUTHORIZED; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2007-180-686 adopted by the City Council on December 12, 2007 (the “Original Resolution”), the City of Miami Gardens, Florida (the “City”) has issued its Equipment Acquisition Revenue Bonds, Series 2008 in the original aggregate principal amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000) for the purpose of financing the costs of purchasing equipment (the “Series 2008 Bonds”), which Series 2008 Bonds are payable from and secured by a pledge of the proceeds of the Local Government Half-cent Sales Tax and the Communications Services Tax, and

WHEREAS, the City has issued other bonds payable from and secured by such proceeds of the Local Government Half-cent Sales Tax and the Communications Services Tax and has issued other bonds additionally payable from and secured by a pledge of a portion of the proceeds City’s utilities service taxes; and

WHEREAS, the Council has determined that it is in the best interest of the City and its citizens to amend the Original Resolution to provide that the Series 2008 Bonds will be additionally payable from and secured by a pledge of portion of the proceeds City's utilities service taxes and to revise the restrictions on the issuance of additional bonds so secured, thus increasing the debt capacity of the City, and

WHEREAS, the sole holder of the Series 2008 Bonds has consented and agreed to the amendments set forth herein,

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

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

SECTION 2. AMENDMENT TO ORIGINAL RESOLUTION: Section 8 of the Original Resolution is hereby amended to read as follows:

SECTION 8. PLEDGE OF REVENUES:

(a) In order to secure the principal of and interest on the Bonds, the City hereby pledges, assigns and grants a security interest to the Bondholders in the Local Government Half-Cent Sales Tax Revenues, in the Communication Services Tax Revenues and in the Utility Service Tax Revenues. The City covenants that for so long as the Bonds are secured by the Local Government Half-Cent Sales Tax Revenues it shall take all necessary steps to qualify to continue to receive the Local Government Half-Cent Sales Tax Revenues as provided for in Part VI, Chapter 218, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Communication Services Tax Revenues it shall take all necessary steps to qualify to continue to receive the Communication Services Tax Revenues as provided for in Chapter 202, Florida Statutes. The City covenants that for so long as the Bonds are secured by the Utility Services Tax Revenues it shall take all necessary steps to continue to receive the Utility Services Tax Revenues as provided for in Section 166.231(1)(a), Florida Statutes.

(b) The City represents and warrants to the Bondholders that there are no other obligations of the City currently outstanding secured by the Local Government Half-Cent Sales Tax Revenues or the Communication Services Tax Revenues, other than the City's outstanding \$14,400,000 Land Acquisition and Improvement Revenue Bonds, Series 2007 (the "Sales Tax and

Communication Tax Parity Bonds”), the lien of which is and shall be on a parity with the lien on such revenues for the benefit of the Bonds. The City represents and warrants to the Bondholders that there are no other obligations of the City currently outstanding secured by all sources of the Pledged Revenues, other than the City’s outstanding \$2,500,000 Capital Improvement Revenue Bonds, Series 2005, \$7,500,000 Land Acquisition Revenue Bonds, Series 2005, \$7,300,000 Taxable Land Acquisition Revenue Bonds, Series 2009, \$2,000,000 Equipment Acquisition Revenue Bonds, Series 2009, \$4,000,000 Land Acquisition and Improvement Revenue Bonds, Series 2009 and \$8,800,000 Taxable Land Acquisition Revenue Bonds, Series 2009B (collectively, the “Pledged Revenue Parity Bonds”).

(c) As used in this Resolution, (i) the term “Local Government Half-Cent Sales Tax Revenues” means the portion of the proceeds of the Local Government Half-Cent Sales Tax as defined in and received by the City under Part VI, Chapter 218, Florida Statutes, (ii) the term “Communication Services Tax Revenues” means proceeds of the Communication Services Tax as defined in and received by the City under Chapter 202, Florida Statutes, (iii) the term “Utility Services Tax Revenues” mean the revenues received from the tax on the purchase of electricity, which constitutes a portion of the public service tax (also known as the utilities service tax) levied and received or to be received by the City pursuant to Section 166.231(1)(a), Florida Statutes, and Ordinance No. 2003-1 adopted by the City Council on August 20, 2003, (iv) the term “Pledged Revenues” means, collectively, the Local Government Half-Cent Sales Tax Revenues, the Communication Services Tax Revenues, and the Utility Services Tax Revenues, and (v) the term “Parity Bonds” means, collectively, the Sales Tax and Communication Tax Parity Bonds and the Pledged Revenue Parity Bonds.

(d) Calculations of Pledged Revenues and of individual revenue components thereof, will be based on information derived from the most recently audited fiscal year end financial statements. For purposes of calculating Maximum Annual Debt Service, the interest rate to be assumed for indebtedness bearing interest at a variable rate shall be equal the higher of seven percent (7%) per annum or the actual rate of interest paid by the City with respect to such indebtedness during the month preceding the date of calculation, and such indebtedness shall be assumed to be fully funded. In addition, for purposes of calculating Maximum Annual Debt Service, the City’s \$7,300,000 Taxable Land Acquisition Revenue Bonds, Series 2009 and the City’s \$8,800,000 Taxable

Land Acquisition Revenue Bonds, Series 2009B shall be assumed to amortize over a fifteen (15) year period.

SECTION 2. AUTHORITY OF OFFICERS: The Mayor, the City Manager and the City Clerk are and each of them is hereby authorized and directed to execute and deliver a replacement bonds, substantially in the form set forth in the Original Resolution but revised to correspond to the amendments made by this Resolution, and exchange such replacement bonds for the outstanding Series 2008 Bonds, and to do and cause to be done any and all acts and things necessary or proper for effectuating the amendments made by this Resolution.

SECTION 3. SEVERABILITY: In case any one or more of the provisions of this Resolution or of any Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

SECTION 4. OPEN MEETING FINDINGS: It is hereby found and determined that all official acts of the City Council concerning and relating to the adoption of this Resolution and all prior resolutions affecting the City Council's ability to issue the Bonds were taken in an open meeting of the City Council and that all deliberations of the City Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

SECTION 5. REPEALING CLAUSE: All resolutions and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

SECTION 6. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage and adoption.

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, CMC, CITY CLERK

Prepared by Akerman Senterfitt, Bank Counsel

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY:

VOTE:

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



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 13, 2010		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 x	Yes
Funding Source:	n/a		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No x	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		x					
Sponsor Name	Danny Crew		Department:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO REJECT AN OFFER SUBMITTED TO THE CITY FOR THE PURCHASE OF CERTAIN PROPERTY LOCATED AT N.W. 27th AVENUE AND N.W. 191ST STREET, AS FURTHER DESCRIBED ON THE PURCHASE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A HIGHER PURCHASE PRICE FOR THE PROPERTY, AND IF SUCCESSFUL TO DELIVER A NEGOTIATED PURCHASE AGREEMENT TO THE CITY COUNCIL FOR APPROVAL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City has received an offer on the 2-acre commercial parcel located at the NE corner of NW 27th Avenue and NW 191st Street. The offer is for \$577,170 or approximately \$285,000 per acre. An appraisal that was completed on the property prior to our acquisition valued the property in excess of \$1,000,000 per acre; however, property values have dropped approximately 50% since that time. While this offer is more than the per-acre price we paid for the entire 38 acres (\$250,000), these are the two most valuable acres that the City owns.

Recommendation:

That the City Council approves the attached Resolution

**ITEM L-6) RESOLUTION
Rejecting an offer for the property
located @ NW 27th Avenue and 191st Street**

Attachment:

1. Exhibit "A" – Offer

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 REJECT AN OFFER SUBMITTED TO THE CITY
6 FOR THE PURCHASE OF CERTAIN PROPERTY LOCATED AT
7 N.W. 27th AVENUE AND N.W. 191ST STREET, AS FURTHER
8 DESCRIBED ON THE PURCHASE AGREEMENT ATTACHED
9 HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER
10 TO NEGOTIATE A HIGHER PURCHASE PRICE FOR THE
11 PROPERTY, AND IF SUCCESSFUL TO DELIVER A
12 NEGOTIATED PURCHASE AGREEMENT TO THE CITY
13 COUNCIL FOR APPROVAL; PROVIDING FOR THE ADOPTION
14 OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE
15 DATE.
16

17 WHEREAS, the City has received an offer on the two-acre commercial property
18 that the City owns at the northeast corner of N.W. 27th Avenue and N.W. 191st Street,
19 and

20 WHEREAS, the offer was made by Dasset, Ltd. to purchase the property for
21 Five Hundred Seventy-Seven Thousand, One Hundred Seventy Dollars (\$577,170.00),
22 and

23 WHEREAS, based upon previous appraisals on the property and current market
24 value, City Manager believes that the offer is too low, and is seeking authority from the
25 City Council to negotiate with Dasset, Ltd., for a higher purchase price, and

26 WHEREAS, in the event the parties can successfully negotiate a price for the
27 property, a fully negotiated purchase agreement will be brought back to the City Council
28 for approval,

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

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

34 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
35 hereby authorizes the City Manager to reject that certain offer submitted to the City for
36 the Purchase of Certain Property located at N.W. 27th Avenue and N.W. 191st Street, as
37 further described on the Purchase Agreement attached hereto as Exhibit "A"; and
38 further authorizes the City Manager to negotiate a higher purchase price for the
39 property, and if successful to deliver a negotiated Purchase Agreement to the City
40 Council for approval.

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

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

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SHIRLEY GIBSON, MAYOR

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)

70	Councilman David Williams Jr.	_____ (Yes)	_____ (No)
71	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
72	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
73	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
74	Councilman Andre' Williams	_____ (Yes)	_____ (No)

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (hereinafter, sometimes referred to as ("Agreement")) entered into by and the City of Miami Gardens or its designated assignee, (hereinafter referred to as "Seller") for the Property located at the NEC of NW 27th Avenue and NW 191st Street and Dassett, Ltd., a Florida corporation, or its designated assignee, and W Developments, LLC., a Florida limited liability company, or its designated assignee, (hereinafter, sometimes referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of land together with all rights, privileges, easements and appurtenances thereto belonging, including any driveways and improvements therein or connected therewith and also including any rights of access to or from each road, street, alley or way in front of or adjoining the parcel of land together with any personal property and any and all existing structures or buildings (hereinafter sometimes referred to as "Property") approximately 2.22 Acres (265 ft x 363 ft) located at the NEC of NW 27th Avenue and NW 191st Street which property is described as follows:

Full Parcel Identification Number: 34-2103-001-0715

Legal description –Attached hereto as Exhibit A.

WHEREAS, Buyer wishes to purchase the Property, and construct a retail facility (hereinafter, sometimes referred to as "Intended Use"), and Seller is willing to sell the Property to Buyer, upon the terms and conditions herein set forth,

NOW, THEREFORE, for and in consideration of the foregoing, and the mutual covenants, representations, warranties and agreements contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals to this Agreement; and any Exhibits referred to therein, are hereby incorporated into and made a part of this Agreement.

2. Conveyance. Subject to the terms and conditions of this Agreement, and for the consideration set forth herein, Seller agrees to convey and sell to Buyer the absolute right, title and interest in and to a portion of the Property as referenced above in the manner provided hereinafter.

3. Purchase Price and Method of Payment. **The Purchase Price for the Property shall be the sum of Five Hundred Seventy Seven Thousand One Hundred and Seventy (\$577,170.00) Dollars (\$6.00 psf on approximately 2.22 acre parcel) (hereinafter, sometimes, referred to as "Purchase Price"). The Purchase Price shall be payable as follows:**

a. Buyer shall, within five (5) days from the Effective Date of the final form of this Agreement, deposit the sum of Twenty-Eight Thousand Eight Hundred Fifty Eight 50/100 Dollars (\$28,858.50.) (the "Escrow Deposit") with Buyer's Escrow Agent, as set forth and designated within Paragraph 14 below. The Escrow Deposit and Second Escrow Deposit (defined below) shall hereinafter collectively be referred to as "Deposit". Any accrued interest

thereon, if any shall be part and parcel of the Deposit and be paid, together with said Deposit, to the party ultimately entitled to same pursuant to the terms of this Agreement, whether at Closing of this transaction (the "Closing") or as otherwise provided elsewhere in this Agreement.

b. On or before the date in which the Inspection Period expires ("Contingency"), if Buyer has not timely terminated this Agreement as provided in Section 4 hereof, then Buyer shall, within Five (5) days thereafter, deposit an additional sum of Twenty Eight Thousand Eight Hundred Fifty Eight and 50/100 (\$28,858.50) Dollars (the "Second Escrow Deposit") with the Escrow Agent. Upon such date, the Escrow Deposit and the Second Escrow Deposit and any accrued interest thereon, if any shall likewise be part and parcel of the Deposit and shall be deemed nonrefundable, absent Buyer unable to secure its approvals during the Approval Period or Seller's uncured Default or title defects..

c. At the Closing, Buyer shall pay the balance of the Purchase Price by cashier's check or wired and immediately available federal funds to an account to be designated by Seller, subject to the adjustments and pro-rations set forth herein.

4. Inspection/Permitting Period.

a. Buyer shall have Ninety (90) days from the full execution of the Purchase Agreement within which to conduct any appropriate market or feasibility studies, perform soil tests and environmental testing, surveying or engineering studies, and to verify the condition of the platting, deed restrictions, and to determine the final road configuration and size of parcel, ingress-egress, demolition costs, and any other matter which Buyer seems necessary in order to determine, in its sole discretion, whether the Property is suitable for the Intended Use. Such tests, studies and inspections shall be performed or carried out by Buyer at Buyer's sole cost and expense. Buyer shall have up to the expiration of the Inspection Period to complete to its sole satisfaction all of its due diligence.

In the event that Buyer has not terminated this contract at or prior to the end of the Inspection Period, then Buyer shall deposit, at or prior to then ninety first (91st) day following the Effective Date, the additional sum of Twenty Eight Thousand Eight Hundred Fifty Eight and 50/100 (\$28,858.50) Dollars, (the "Second Escrow Deposit") for a total Escrow Deposit of Fifty Seven Thousand Seven Hundred Seventeen and 00/11 (\$57,717.00) with the Escrow Agent. The Escrow, and Second Escrow Deposit and any accrued interest thereon, if any, shall likewise be part and parcel of the Deposit and be paid, together with said Deposit, to the party ultimately entitled to same, pursuant to the terms of this Agreement, whether at the Closing, or as otherwise provided elsewhere in this Agreement.

Purchaser's obligation to consummate the transaction set forth herein shall be expressly contingent upon Purchaser, at its sole cost and expense, obtaining non-appealable Site Plan Approval for its intended use of the Property ("**Site Plan Approval**"), prior to the expiration of the Inspection Period. In the event Purchaser has not obtained Site Plan Approval prior to the expiration of the Inspection Period, Purchaser shall be permitted to extend the Inspection Period for two (2) additional periods, each consisting of thirty calendar days, in order to obtain Site Plan Approval (collectively, "**Inspection Period Extensions**") It is understood that any such Inspection Period extensions shall be granted to Purchaser solely in the event such additional time is needed in order to obtain Site Plan Approval. Purchaser shall at all times diligently and in good faith pursue any such applications to completion and issuance of Site Plan Approval. Furthermore, Seller agrees to reasonably cooperate, without cost, expense or liability to Seller, with Purchaser's efforts to obtain Site Plan Approval. In the event Purchaser is unable to obtain

Site Plan Approval prior to the expiration of the Inspection Period, as extended, Purchaser, at its sole and absolute discretion, shall either (i) terminate the relationship created by the Purchase Agreement, in which case the full amount of the Earnest Money Deposit, as well any interest earned thereon, shall be promptly returned to Purchaser or (ii) waive this condition and close without reduction or abatement of the Purchase Price.

b. In furtherance of the foregoing, and in order to facilitate Buyer's ability to timely complete Buyer's due diligence hereunder, Seller agrees that Seller shall, within fifteen (15) days of Seller's execution of this Purchase Agreement, deliver unto Buyer any and all of Seller's existing title insurance policy or abstract of title in Seller's possession ("Title Evidence"), if any; or, if not in Seller's possession, in the alternative, Buyer shall obtain a Title Search, along with complete and legible copies of all documents referred to therein, at Seller's cost and expense, prepared by a reputable title company licensed to do business in the State of Florida and acceptable to Buyer, showing fee simple title to the Property to be vested in Seller and to be good, marketable and insurable. Seller shall within five (5) days of Seller's execution of this Purchase Agreement, deliver unto Buyer existing surveys, site plans, floor plans, drawings of any nature in its possession regarding the existing improvements on the property, feasibility studies, Phase I or Phase II if applicable, environmental and soil tests, engineering studies, information with respect to platting, zoning, deed restrictions, impact fees, any and all other documentation currently in Seller's possession with respect to the Property and its configuration, condition, and development potential or other documents reasonably requested of Seller by Buyer. Such documentation shall remain the property of the Seller and shall be returned to Seller by Buyer at the Closing, or the earlier termination of this Agreement.

Seller hereby grants to Buyer, and its agents and contractors, the right to enter upon the Property, with two (2) days prior notice to Seller, and to perform such reasonable acts as Buyer deems necessary in order to make soil tests, borings, engineering studies, surveys and other like tests and studies. All such entries shall be at the risk of Buyer, and Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. Prior to Buyer entering the Property, Buyer must provide Seller with proof of liability insurance. Buyer agrees to repair or restore promptly any damage to the Property caused by Buyer, its agents or contractors, and the Escrow Deposit will stand as a repair fund to pay for any damage which was caused and not repaired by Buyer, its agents or contractors in the event Buyer does not close on the Property. Seller shall, at Buyer's sole cost and expense, assist Buyer and cooperate in dealing with application to governmental authorities having jurisdiction over the Property. Buyer hereby agrees to indemnify, defend and hold the Seller harmless from and against any loss, damage or claim by virtue of Buyer's activities conducted under the provisions of this paragraph 4, provided, however, Buyer shall have no liability or indemnification obligation hereunder with respect to any environmental contamination discovered by Buyer or Buyer's agents at the property. This indemnification shall survive the Closing hereunder, or any termination of this Agreement.

Further, following the end of the Inspection Period and Approval Period, and any extension thereof, and in the event Buyer goes forward to close this transaction, then and in such event, Buyer acknowledges, that Buyer is purchasing this property in a complete "As Is - Where Is" condition in all respects. In the event Buyer terminates this Purchase and Sales contract within the time provided for herein, then and in such event, all Deposits, along with accrued interest thereon (excluding any Extension Fee(s) paid to Seller absent Seller's Default hereunder), if any, shall be immediately returned to Buyer, and this contract shall be deemed *null and void* and of *no further force and effect*.

5. Verification of Title. No later than Sixty (60) days from the full execution of this Agreement, Buyer shall perform a title search of the Property and obtain a commitment ("Title Evidence"), along with complete and legible copies of all documents referred to therein showing fee simple title to the Property to be vested in Seller and to be good, marketable and insurable. Buyer will have until the sixtieth (60th) day from the full execution of the Purchase Agreement to specifically object in writing to any particular condition of title which is not acceptable to Buyer. In the event Buyer does not timely object to such condition as aforesaid, Buyer shall be deemed to have waived its right to do so, with the exception of any conditions which arise subsequent to the date of the Title Evidence through the Closing Date. If any such objections are made, Seller, at Seller's expense, shall have a reasonable period of time, not to exceed thirty (30) days, within which to correct the condition of title. In the event Seller is unable or unwilling to satisfy Buyer's objections within the time provided, Buyer may cancel this Agreement, whereupon all Deposits, along with accrued interest thereon, shall be immediately returned to Buyer, or Buyer may close pursuant to the terms and conditions hereof and accept the condition of title as is.

6. Survey. Within the time specified in Paragraph 5 for providing the Title Evidence, Buyer shall procure an accurate and current survey (hereinafter sometimes referred to as "Survey") and legal description of the Property, to be prepared at Buyer's expense, by a surveyor licensed in the State of Florida, certified to Buyer, Seller, their respective legal counsel and to the title insurance company, with copies of said survey to be delivered to Buyer and Seller for examination. In the event said Survey shows any overlaps of any improvements upon, from or unto the Property, or on or between any buildings, setback lines, or property line or any easement or encroachments, strips, gores or any portion of the Property noncontiguous to any other portion of the Property which renders title unmarketable under Florida law, Buyer shall have until the ninetieth (90th) day from the full execution of the Purchase Agreement to specifically object in writing to any particular defect which is not acceptable to Buyer, in which event said defect shall be governed in the same manner and time as objections to the condition of the title are dealt with in Paragraph 5, and the parties shall have the same rights, privileges and obligations as if the defect so specified was a defect in the condition of title with exceptions contained therein. Said survey shall reflect all easements, encroachments, improvements and other matters affecting the Property, shall contain a certification as to the total gross square footage contained within the Property, and shall certify to Buyer that it meets the minimum technical standards for land surveys as set forth by applicable state statutes.

7. Representations. Seller hereby acknowledges and represents the following to Buyer with full knowledge that Buyer is relying upon same in executing this Agreement and performing hereunder:

a. Seller has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement, and shall have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement. Seller is not now the subject of a pending, threatened or contemplated bankruptcy proceeding.

b. The execution, delivery and performance by Seller of this Agreement are not precluded by, and will not result in a breach of, or default under any agreement, mortgage, contract, undertaking, or other instrument or document to which Seller is a party, or by which Seller is bound, or to which Seller or any portion of the Property is subject.

c. To the best of Seller's knowledge, without independent investigation, there are no judicial, quasi-judicial, administrative or other proceedings pending, threatened or

imminent which would in any way interfere with, preclude or impair the furnishing of sewer, water treatment or other utility services or access to and from the Property.

d. Seller warrants that Seller has no knowledge of: (i) notice of city, county, state, federal, building, zoning, fire, or health codes, regulations or ordinances filed or issued against the Property, (ii) current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) or the right to use and occupy the Property; (iii) unsatisfied liens; (iv) special assessments, condemnation, eminent domain, change in grade of public streets affecting the Property or similar proceedings affecting the Property.

e. Environmental. (a) Seller has not withheld, and will not intentionally withhold, from Buyer any environmental audits in Seller's possession; (b) Seller has not filed any reports with any applicable governmental bodies of any hazardous activity at the Property in violation of any Environmental Laws; (c) Seller, without investigation or inquiry, does not have any actual knowledge of any violation of any Environmental Laws with respect to the Property except as may be set forth in any environmental report delivered to Buyer.

f. Unrecorded Agreements. No unrecorded commitments or agreements exist with any governmental authority, utility company, school board, church or other religious body, or any homeowners or homeowners' association, or with other organization, group, party, or individual, relating to the Property which would impose an obligation upon Buyer or Buyer's successors or assigns to make any contribution of money or dedication of land or to construct, install, or maintain any improvements of a public or private nature on or off the Property;

g. Conflicts. The execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. On the Closing Date, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller on the Closing Date and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein. Seller will undertake and execute any reasonably necessary documents post closing to facilitate the foregoing.

h. Prior to Closing, Seller shall not amend or modify any of the existing leases within the Property if any, without the consent of Buyer, which consent shall not be unreasonably, nor untimely withheld.

i. Seller shall not further encumber the Property in any manner prior to Closing whether by lease, mortgage, easement, restriction, assignment or otherwise.

j. Seller has good, marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions; provided, however, that subject to the receipt of survey and the Owner's Affidavit of No Lien from Seller, the preprinted standard exceptions to title shall be deleted at Closing. Seller is not aware of any unrecorded easements, rights of way or other

agreements affecting all or any portion of the Property, other than as shall be set forth within the Title Commitment.

k. Hazardous Wastes.

(i) Seller hereby represents and warrants that to the best of Seller's knowledge, the Property is not now used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials (as that term is hereinafter defined); that no Hazardous Materials have been installed, placed, or in any manner dealt with by Seller on the Property; and that neither Seller nor any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, "Occupant") has received any notice or advice from any governmental agency or any Occupant with regard to Hazardous Materials on, from or affecting the Property. The term "Hazardous Materials" as used herein includes, without limitation, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") or the list of toxic pollutants designated by Congress or the EPA or any inflammable substances, oil, petroleum, chemical liquids or solids, liquid or gaseous products, explosives, radioactive materials, hazardous materials, hazardous wastes, toxic substances, pollutants, pollution or related materials which are covered by, or regulated under, any other federal, state or local statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or any time hereafter in effect, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation; including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), Chapter 376, Florida Statutes, and in the regulations adopted and publications promulgated pursuant thereto.

(ii) Seller has no knowledge or reason to believe that: (a) any Hazardous Materials are presently stored or otherwise located on the Property or on any adjacent or contiguous real property; (b) any part of the Property or any adjacent and contiguous real property, including the ground water located thereunder or thereon, is presently contaminated by any Hazardous Materials; (c) Seller has received any notice from any governmental agency or authority with respect to any such release of Hazardous Materials onto the Property or adjacent parcels or real estate; and (d) neither the Property nor any part thereof has ever been used as a dump site or storage site for any Hazardous Materials.

l. Sanitary sewers, storm sewer, water service, and electricity are available to and service the Property.

m. The Property is zoned to permit the present use of the Property for commercial retail use. To the best of Seller's knowledge, there have been no zoning violations relating to the Property, nor is the Seller aware of any pending, proposed or anticipated zoning changes.

n. Seller represents and warrants to Buyer that there are _____ tenants in possession of leased space with rights in the property as set forth in their leases. Seller will provide Buyer with a list of tenants, together with copies of all the leases and amendments and

provide current Estoppel Letters from each tenant no later than ten (10) days before Closing. Any past-due rents shall be the responsibility of Seller after Closing. Seller further represents that all of the leases are on a month-to-month term, with no further options for renewal.

o. Between the date the existing survey delivered to Buyer was certified and the Closing Date there have been no easements granted with respect to the Property, and no actions have been taken or suffered by Seller which would create a defect, exception to title, or other matter that would be shown on an accurate survey of the Property prepared as of the Closing Date.

p. New Agreements. Seller shall not enter into any new contract or agreement with respect to the Property other than any New Agreement that is terminable within thirty (30) days from the Closing Date or a New Agreement that will terminate prior to Closing, without Buyer's prior written consent which consent shall not be unreasonably withheld, delayed or conditioned.

Buyer hereby acknowledges and represents the following to Seller with full knowledge that Seller is relying upon same in executing this Agreement and performing hereunder:

a. Buyer has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement, and shall have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement. Buyer is not now the subject of a pending, threatened or contemplated bankruptcy proceeding.

b. The execution, delivery and performance by Buyer of this Agreement are not precluded by, and will not violate, any provisions of any existing law, statute, rule or order, decree, writ or injunction of any court, governmental department, commission, board, bureau, agency or instrumentality, and will not result in a breach of, or default under any agreement, mortgage, contract, undertaking, or other instrument or document to which Buyer is a party, or by which Buyer is bound, or to which Buyer or any portion of the Property is subject.

Each of the foregoing acknowledgements and representations as contained within this Paragraph 7 shall be true and correct as of the date of the Closing. In the event that, prior to the date of the Closing, any of Seller's or Buyer's foregoing acknowledgements or representations, or any portion thereof, are not true and correct in any material respect, Seller or Buyer shall have thirty (30) days to remedy said defects, and the time frames set forth in this contract shall be simultaneously extended by the corresponding time frame utilized in remedying said defect. Failing timely correction, Seller or Buyer may cancel this Agreement, in which event all deposit monies being held by Escrow Agent shall be immediately paid to Buyer, or Buyer may close hereunder without any reduction in the Purchase Price. If Seller cancels the Contract due to Buyer's failure to timely correct, then it shall be treated as a default by Buyer and the Escrow Deposit shall be delivered to Seller as liquidated damages. This Paragraph 7 shall survive the Closing and shall not be merged with or into delivery of the Deed or other Closing documents.

8. Closing Date. It is agreed that as for the place of Closing, since this transaction involves parties in different locations, this Closing can be accomplished by wire transfer of funds and overnight delivery of documents. **The Closing shall take place upon the date which is thirty (30) calendar days following the later to occur (a) obtaining site plan approval (b) a release from the County Development of Regional Impact.**

9. Closing Documents.

At the Closing, Seller shall deliver the following:

- a. Statutory Warranty Deed to the Property in recordable form (except that title to the alley shall be conveyed without warranties by quit claim deed if same is determined that the city did not properly abandon said alley way);
- b. Mechanic's No-Lien and Possession Affidavit;
- c. Combined Buyer-Seller Closing statement;
- d. Estoppel Certificate in form acceptable to Buyer's attorney from the holder of any existing mortgages, setting forth the amount of money necessary for the satisfaction of said mortgages and confirming that such amount will be accepted by the holder thereof in order to satisfy same;
- e. Non-Foreign Affidavit.
- f. Estoppel Certificates from Seller's Tenants, if any.
- g. Assignment of Leases, if any
- h. Bill of Sale, if any.
- I. Assignment of Permits and Licenses, if any or applicable.
- j. Corrective Instrument and Letter advising Tenants of change of ownership and/or Rental Agreement, if applicable.

At the Closing, Buyer shall deliver the following:

- k. Cashier's check, or wired federal funds in the amount required under the provisions of Paragraph 3 above, as well as any additional amounts required in order to effectuate this Closing; and,
- l. Combined Buyer-Seller Closing Statement.

The parties will provide each other with such other documents or papers as may be reasonably required to give effect to this Agreement.

10. Adjustments and Prorations. The following are to be prorated and apportioned as of the date of the Closing:

a. Real estate taxes for the year in which the Closing occurs. If the taxes for the current year cannot be ascertained, those of the previous year shall be used, giving due allowance for the maximum discount allowable by law. Once the taxes for the current year are established, upon written demand by either party, the parties shall promptly readjust and prorate in accordance with the current tax figures. This provision shall survive the Closing. Unpaid real estate taxes for years prior to year of closing shall be paid from Seller's closing funds and such unpaid taxes shall not violate any representations or covenant of this Agreement.

b. All statutory or other liens, impact fees or assessments against the Property, special or otherwise, where the work has been completed or has physically commenced as of the date of the Closing (other than as created by Buyer or required by the terms of this Agreement) shall be paid at the Closing by Seller. Pending liens or assessments which have been authorized but where the work has not commenced as of the date of the Closing shall be assumed by Buyer.

11. Expenses of Closing. At Closing, Seller shall pay for the cost of recording any documents, which Seller shall furnish to correct any title defects, if any. Seller shall pay for the owner's title policy to be issued. Buyer shall pay the cost of recording the Statutory Warranty Deed, and the Survey and documentary stamps to be affixed to the Statutory Warranty Deed. Each party shall pay their respective attorneys fees. Title Insurance shall be issued by Buyer's counsel.

12. Buyer's Default. In the event, that Buyer breaches its obligations under the terms hereof, Seller may seek either, but not both, of the following as its sole and exclusive remedy: (i) the right to terminate this Agreement and to receive and retain the Deposit(s) and all other amounts paid into escrow, including interest accrued thereon, by Buyer hereunder, as liquidated and agreed upon damages for Buyer's breach hereof.

13. Seller's Default. In the event that Seller breaches its obligations under the terms hereof, Buyer may seek either, but not both, of the following remedies as its sole and exclusive remedy: (i) specific performance of this Agreement; or (ii) receive a return of all Deposit monies, together with interest earned thereon.

14. Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to Buyer: Dasset Ltd. By Dasset Group, Inc.
c/o Echion USA, Inc.
8890 W. Oakland Park Blvd. # 201
Sunrise, FL 33351

With a copy to: John F. Hotte, Esquire
Panza Maurer & Maynard, P.A.
3600 N. Federal Highway, 3rd Floor
Fort Lauderdale, Florida 33308
Tel. (954) 390-0100; Fax (954) 390-7991

Buyer's Escrow Agent: Panza Maurer & Maynard, P.A.
3600 N. Federal Highway, 3rd Floor
Fort Lauderdale, Florida 33308
Tel. (954) 390-0100; Fax (954) 390-7991
Email: jhotte@panzamaurer.com

As to Seller: City of Miami Beach
1515 NW 167th Street, Bldg 5, Suite 200
Miami Gardens, FL 33169

With a copy to:

Unless the address is changed by giving notice to the other party, all notices hereunder shall be in writing, and shall be deemed delivered upon hand delivery, via U.S. Mail, first class, or via facsimile, or one (1) day after forwarded by overnight courier express to the address indicated. Notwithstanding the foregoing, in the event of any mail disruption by virtue of any stoppage of mail service performed by the United States Postal Service due to strike or labor difficulty, notices, requests, demands, or other communications referred to in this Agreement may be sent by telecopier or facsimile transmittal and shall be deemed to have been given when received.

15. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver and cause to be done, executed and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out the intent of this Agreement and give effect hereto.

16. Condemnation or Eminent Domain.

a. If, prior to Closing, all or a portion of the Property is taken by eminent domain, then Buyer shall have the option of: (1) canceling this Agreement and Buyer receiving an immediate return of all deposit monies; or (2) proceeding with the Closing and acquiring the Property as affected by such taking, together with all compensation and awards, and Seller will not settle any proceedings related to such taking without Buyer's written consent, provided; however, that, if Buyer elected to proceed with the Closing, Buyer shall not be entitled to any reduction of the Purchase Price and Seller shall deliver any and all condemnation proceeds or assign the right to receive same, and the rights to any other claims arising as a result of the damage, to Buyer at Closing. Seller shall promptly notify Buyer of any actual or threatened condemnation affecting the Property.

b. If, prior to Closing, a portion of the Property is taken by eminent domain, which taking results in the Buyer's inability to develop Property for its Intended Use, then Buyer shall have the option of: (i) canceling this Agreement with the Buyer retaining all deposit monies for Buyer's account; or (ii) proceeding with the Closing and acquiring the Property as affected by such taking, together with all compensation and awards, and Seller will not settle any proceedings relating to such taking without Buyer's written consent, provided; however, that, if Buyer elected to proceed with the Closing, Buyer shall not be entitled to any reduction of the Purchase Price and Seller shall deliver any and all condemnation proceeds or assign the right to receive same, and the rights to any other claims arising as a result of the damage, to Buyer at Closing. Seller shall promptly notify Buyer of any actual or threatened condemnation affecting the Property.

Buyer shall notify Seller of Buyer's election of 16.a or 16.b above within ten (10) business days of Buyer's receipt of notice of any condemnation or eminent domain proceedings respecting the Property.

17. Attorney's Fees. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees through and including appellate litigation and any post judgment proceedings.

18. Brokers Commission. The parties agree that, upon the full and complete Closing of this transaction, Seller shall be responsible for and pay all brokers' commission inclusive of the commission owed to _____ pursuant to a separate

~~agreement between Seller and said broker. Buyer and Seller represent and warrant each to the other, that they have dealt with no real estate brokers other than _____.~~ Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any loss, damage or claim resulting from a breach of the foregoing representation.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against who it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

21. Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto.

22. Captions. The captions of this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision thereto.

23. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Property described herein and all related issues herein addressed. All understandings and Agreements heretofore discussed between the parties with respect to the Property are merged in this Agreement, which alone, until and unless amended, as per Paragraph 21 above, fully and completely expresses their understanding.

24. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors, assigns and legal representatives. Seller acknowledges and agrees that the Buyer may assign this Agreement and all of Buyer's rights herein to an entity of Buyer's choosing. Seller shall receive notice of any such assignments of this Agreement no later than five (5) days prior to Closing.

25. Time for Acceptance. If this Agreement is not executed by Seller and delivered to Buyer (by facsimile) at or before 5:00 p.m. on June 17, 2011, this Agreement may, at Buyer's option, be withdrawn and considered null and void.

26. Effective Date of Agreement. The Effective Date of this Agreement shall be the date of the full and complete execution of this Agreement by the party last executing same.

27. Governing Law. This Agreement and the interpretation and enforcement of same shall be governed and construed in accordance with the laws of the State of Florida.

28. Counterpart Signature Pages/Facsimile Signature Pages. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature by facsimile shall be deemed an original.

29. Tax-Free Exchange. At Seller's option, Buyer shall reasonably cooperate fully in facilitating a tax-deferred exchange of the Property by Seller, either simultaneously or non-simultaneously, pursuant to Section 1031 of the Internal Revenue Code, including the execution and immediate delivery, before, on, or after the Date of Closing, of any documents and agreements reasonably requested by Seller for such purpose; provided, however, that Buyer shall not be obligated to suffer or incur any costs or liabilities or postpone the Date of Closing in connection therewith. At Buyer's option, Seller shall reasonably cooperate fully in facilitating a tax-deferred exchange of the Property by Buyer, either simultaneously or non-simultaneously, pursuant to Section 1031 of the Internal Revenue Code, including the execution and immediate delivery, before, on, or after the Date of Closing, of any documents and agreements reasonably requested by Buyer for such purpose; provided, however, that Seller shall not be obligated to suffer or incur any costs or liabilities or postpone the Date of Closing in connection therewith.

30. Construction of Agreement. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

31. Force Majeure. If either Seller or Buyer shall be delayed or hindered in or prevented from the performance of any action required hereunder by reason of a natural disaster, riots, insurrections, war or other reasons of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give written notice to the other party, specifying the cause for the delay, and thereupon performance of such shall be excused for such period of delay. Each party shall provide the other written notice of such event within a reasonable time period of occurrence.

32. Waiver Of Trial By Jury. *Buyer and Seller hereby knowingly, voluntarily and intentionally waive the right either or any one may have to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with any document contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either or any party.*

33. Escrow Agent.

a. Duties. It is agreed that the duties of Escrow Agent are purely ministerial in nature, and that Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence so long as Escrow Agent has acted in good faith. Seller and Buyer release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder.

b. Responsibilities. Escrow Agent shall be under no responsibility in respect to any of the monies deposited with it other than faithfully to follow the instructions herein contained. Escrow Agent may advise with counsel and shall be fully protected in any actions taken in good faith, in accordance with such advice. Escrow Agent shall not be required to defend any legal proceedings, which may be instituted against the escrow instructions unless requested to do so by Seller and Buyer and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be fully protected

in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

c. **Sole Liability.** Escrow Agent assumes no liability under this Agreement except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the escrow monies, or as to whom that sum is to be delivered, Escrow Agent shall not be obligated to make any delivery of the sum, but in such event may hold the sum until receipt by Escrow Agent of any authorization in writing signed by all the persons having an interest in such dispute, directing the disposition of the sum, or in the absence of such determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding to deliver the Deposit to the registry of a court of competent jurisdiction pending such determination. Upon making delivery of the monies in the manner provided for in this Agreement, Escrow Agent shall have no further liability in this matter.

d. **Legal Action.** In the event a dispute arises between Seller and Buyer sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction, all money or property in its possession under this Agreement, and shall thereupon be discharged from all further duties and liabilities, under this Agreement as Escrow Agent. Buyer and Seller hereby agree to indemnify and hold harmless Escrow Agent from all costs and expenses; including, without limitation attorneys' fees, incurred by Escrow Agent in connection with any legal action taken by Escrow Agent, in such capacity, hereunder.

e. **Confirmation of Deposit.** Escrow Agent has executed this Agreement at the bottom hereof to confirm that Escrow Agent is holding cleared funds and will hold the Deposit in escrow pursuant to the provisions of this Agreement and shall place the Deposit in an interest bearing savings account insured by the Federal Deposit Insurance Corporation.

34. **Contingencies/Conditions:**

(a). **Water and Sewer Installation Fees** – Buyer shall be responsible to bring water and sewer to the site which is approximately 800 feet from the utility source as indicated on the attached Exhibit "C". Buyer will provide Seller with a copy of such bill once the work is completed and Seller agrees that all future Purchaser's of land currently owned by Seller or any other user(s) that will connect or tap into the lines provided by Buyer will be responsible for its proportionate share of the original cost of this installation. Specific calculation will be provided by the Buyer's Engineer.

See next page for signature page.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year set forth below their names.

SELLER: CITY OF MIAMI GARDENS

Signature of Witness

By: _____

Name of Witness

Print Name: _____

Signature of Witness

Title: _____

Name of Witness

Dated _____

BUYER: Dassett Ltd., a Florida corporation

Signature of Witness

By: _____

Name of Witness

Print Name: _____

Signature of Witness

Title: _____

Name of Witness

Dated _____

**BUYER: W Developments LLC, a Florida
limited liability company**

Signature of Witness

By: _____

Name of Witness

Print Name: _____

Signature of Witness

Title: _____

Name of Witness

Dated _____

ESCROW DEPOSIT

The undersigned Escrow Agent does hereby acknowledge receipt of Buyer's check in the sum of Twenty Eight Thousand One Eight Hundred Fifty Eight and 50/100 (\$28,858.50) Dollars constituting the Escrow Deposit referred to in the above and foregoing Agreement, the same to be held, used, maintained and disbursed for the purposes and in the manner set forth hereinabove.

Escrow Agent:
Panza Maurer & Maynard, P.A.

Dated: _____

By: _____
John F. Hotte, Esquire

SECOND ESCROW DEPOSIT

The undersigned Escrow Agent does hereby acknowledge receipt of Buyer's check in the sum of Twenty Eight Thousand Eight Hundred Fifty Eight and 50/100 (\$28,858.50) Dollars constituting the Escrow Deposit referred to in the above and foregoing Agreement, the same to be held, used, maintained and disbursed for the purposes and in the manner set forth hereinabove.

Escrow Agent:
Panza Maurer & Maynard, P.A.

Dated: _____

By: _____
John F. Hotte, Esquire

Exhibit A

Legal Description

3 52 41 2.21 AC M/L

MIAMI GARDENS

PB 2-96

PORT OF TRS 37 & 38 DESC BEG

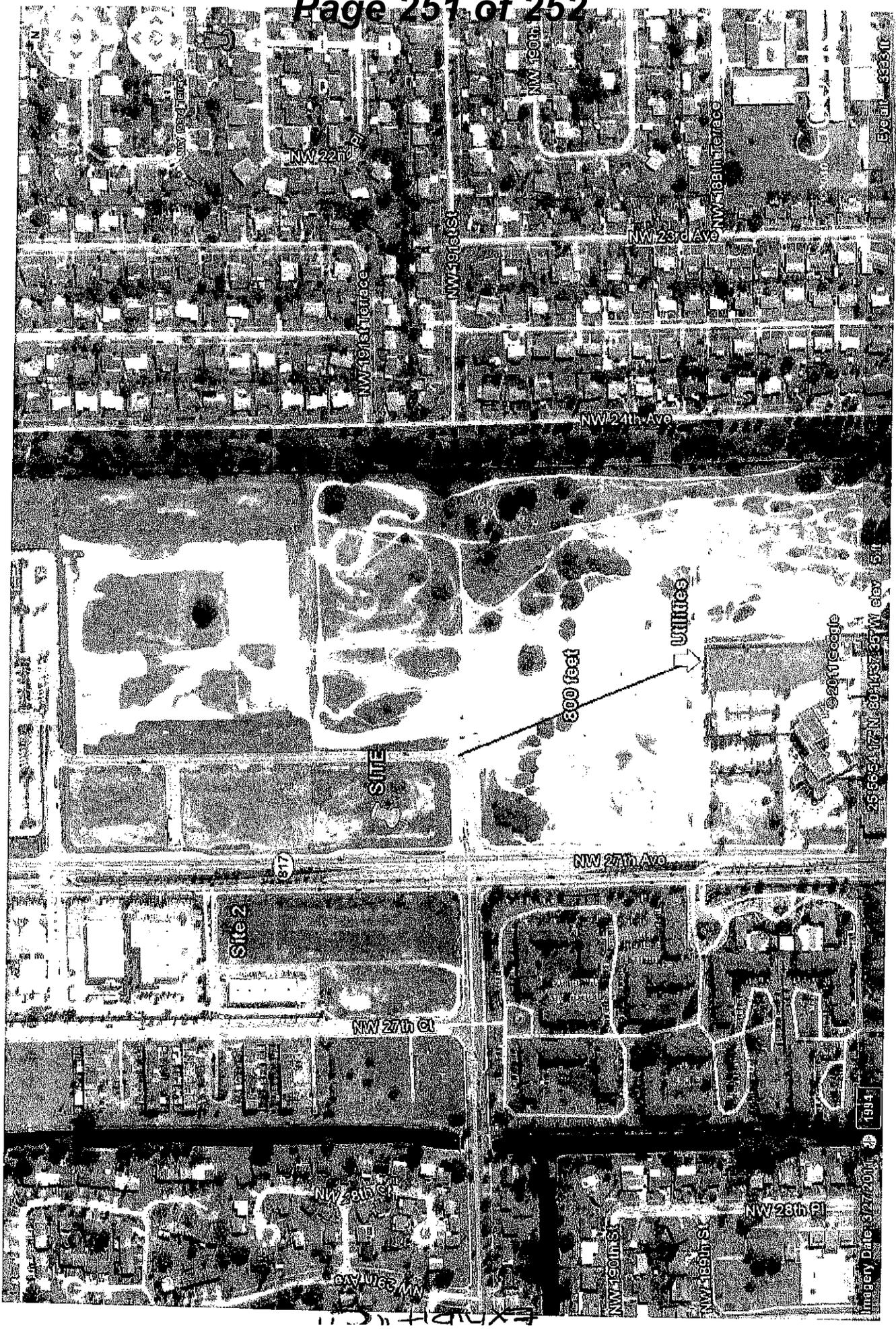


EXHIBIT 10

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year set forth below their names.

SELLER: CITY OF MIAMI GARDENS

Signature of Witness

By: _____

Name of Witness

Print Name: _____

Signature of Witness

Title: _____

Name of Witness

Dated _____

BUYER: Dasset Ltd., a Florida corporation

Signature of Witness

By: _____

Name of Witness

Print Name: Seth Grclinsky

Signature of Witness

Title: Partner

Name of Witness

Dated 6/7/11

BUYER: W Developments LLC, a Florida limited liability company

Signature of Witness

By: _____

Name of Witness

Print Name: Joseph Wieselberg

Signature of Witness

Title: MEMBER

Name of Witness

Dated 6/8/11