



CITY OF MIAMI GARDENS ZONING AGENDA

Meeting Date: December 7, 2011
1515 NW 167th St., Bldg. 5, Suite 200,
Miami Gardens, Florida 33169
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
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.

- 1. CALL TO ORDER/ROLL CALL OF MEMBERS:**
- 2. INVOCATION:**
- 3. PLEDGE OF ALLEGIANCE:**
- 4. APPROVAL OF MINUTES:**
 - 4-A) Regular Zoning Minutes – October 5, 2011
 - Regular Zoning Minutes – November 2, 2011
- 5. AGENDA ORDER OF BUSINESS (ADDITIONS/DELETIONS/AMENDMENTS) BUSINESS (Items shall be pulled from the Consent Agenda at this time):**

6. PRESENTATION(S):

- 6-A) Miami-Dade Transit: Land Use Planning and Transit Study for NW 215th Street and NW 27th Avenue Property**

7. CONSENT AGENDA:

- 7-A) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CANCELLING THE JANUARY 4, 2012 ZONING MEETING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

8. FIRST READING (ORDINANCE)/PUBLIC HEARING(S):

None

9. ORDINANCE(S) SECOND READING/PUBLIC HEARING(S):

- 9-A) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY EBS ENGINEERING, INC. FOR THE REZONING OF THE PROPERTY GENERALLY LOCATED AT 2726 N.W. 168 TERRACE; PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FROM R-1, SINGLE FAMILY RESIDENTIAL TO PCD, PLANNED CORRIDOR DEVELOPMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1ST Reading – November 2, 2011)**

10. RESOLUTION(S)/PUBLIC HEARING(S):

- 10-A) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY MARIA NOYA AND JUAN RODRIGUEZ TO ALLOW A REAR SETBACK OF A PRINCIPAL BUILDING OF 9.36 FEET WHERE 25.0 FEET IS REQUIRED, FOR THE PROPERTY LOCATED AT 1871 N.W. 152ND STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

- 10-B) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**

MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY 16600 NW LC ENTERPRISE CORPORATION FOR A SPECIAL EXCEPTION USE TO ALLOW A CHILD CARE FACILITY IN THE R-25, MULTI-FAMILY RESIDENTIAL DISTRICT AT 16600 N.W. 25TH AVENUE, MORE PARTICULARLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR A DECLARATION OF RESTRICTIVE COVENANTS;; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

11. CITY MANAGER’S REPORT

11-A) Memorandum – Landscape Manual Update

12. ADJOURNMENT

IN ACCORDANCE WITH THE AMERICANS 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, CITY CLERK (305) 622-8003, NOT LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDING. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8003.

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.

Please turn-off all cellular telephones to avoid interrupting the council meeting.



City of Miami Gardens Agenda Cover Memo

Meeting Date:	December 7, 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>	1 st Reading		2 nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		
Funding Source:	<i>(Enter Fund & Dept)</i> NA		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 #:	NA			
		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	City Manager		Department:	Planning and Zoning			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA
 CANCELLING THE JANUARY 4, 2012 ZONING MEETING; PROVIDING FOR THE ADOPTION
 OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

At the date of this writing there were no scheduled public hearing items for the January 4, 2012 Zoning Meeting. Therefore, unless a public hearing application is submitted at least 2 weeks before this December meeting, there would be no reason to hold the January 4, 2012 Zoning Meeting.

Proposed Action:

Staff recommends that the City Council adopt a resolution to cancel the January 4, 2012 Zoning Meeting.

ITEM 7-A) CONSENT AGENDA
Cancelling the January 4, 2012 Zoning Meeting

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA CANCELLING THE JANUARY 4, 2012 ZONING MEETING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Zoning meeting is currently scheduled for January 4, 2012 at 7:00 p.m., and

WHEREAS, there are no scheduled public hearing items for the January 4, 2012 Zoning meeting, and

WHEREAS, as such, staff recommends the adoption of a Resolution to cancel the Zoning meeting scheduled for January 4, 2012,

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: CANCELLATION OF MEETING: The City Council of Miami Gardens hereby cancels the Zoning meeting scheduled for January 4, 2012 at 7:00 p.m.

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 ZONING MEETING HELD ON _____, 2011.

SHIRLEY GIBSON, MAYOR

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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	_____ (Yes)	_____ (No)
Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)



City of Miami Gardens Zoning Agenda Memo

Zoning Board Meeting Date:	December 7, 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>	1 st Reading		2 nd Reading
		x				X
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes No
				X		
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes		No
				X		
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:			
		X				
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:		
		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:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department		

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY EBS ENGINEERING, INC. FOR THE REZONING OF THE PROPERTY GENERALLY LOCATED AT 2726 N.W. 168 TERRACE; PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FROM R-1, SINGLE FAMILY RESIDENTIAL TO PCD, PLANNED CORRIDOR DEVELOPMENT; 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 Applicant, EBS Engineering, Inc. is requesting a rezoning of a 0.85 acre (37,151 square feet) property located at the southwest corner of N.W. 27 Avenue and N.W. 168 Terrace from R-1, Single

ITEM 9-A) ORDINANCE
SECOND READING/Public Hearing
Application EBS Engineering, Inc.

Family Residential to PCD, Planned Corridor Development. The property has a split zoning with approximately 10,000 square feet of the property currently zoned PCD and the remainder of the property zoned R-1. The rezoning to PCD will create one large contiguous commercial zoned lot to allow the applicant to construct a new 15,997 square feet two story office building with adequate parking and landscape areas. The Ordinance was approved at first reading at the November 2, 2012 City Council Zoning Meeting.

Current Situation

Approval of the 2nd reading of the Ordinance is required for the granting of the rezoning allowing the applicant to proceed to site plan approval required, in part, for obtaining a building permit for the construction.

Proposed Action:

Staff recommends granting the rezoning from R-1 to PCD the property generally located at 2726 N.W. 168 Terrace.

Attachments:

EXHIBIT "A" LEGAL DESCRIPTION
EXHIBIT "B" STAFF RECOMMENDATION

ORDINANCE NO. 2011 _____

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING APPLICATION SUBMITTED BY EBS ENGINEERING FOR THE REZONING OF THE PROPERTY GENERALLY LOCATED AT 2726 NORTHWEST 168TH TERRACE; PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FROM R-1, SINGLE FAMILY RESIDENTIAL TO PCD, PLANNED CORRIDOR DEVELOPMENT; 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 Applicant, EBS Engineering, Inc. is the owner of the parcel generally located at 2726 NW 168th Terrace, and

WHEREAS, the parcel consists of four (4) lots, and the largest lot has split zoning with approximately 10,000 square feet of the property currently zoned PCD, Planned Corridor Development, and the remainder of the property zoned R-1, Single Family Residential, and

WHEREAS, the Applicant is requesting rezoning of the property from R-1, Single Family Residential to PCD, Planned Corridor Development, and

WHEREAS, the rezoning to PCD, Planned Corridor Development will create one (1) large contiguous commercial zone lot to allow the Applicant to construct a 15,997 square foot two story office building with adequate parking and landscape areas, and

WHEREAS, the City's Planning and Zoning staff has made a comprehensive determination that the application is consistent with the Comprehensive Development Master Plan, and

30 WHEREAS, the City’s Planning and Zoning staff recommends approval of
31 the application, and

32 WHEREAS, the City Council considered the testimony of the Applicant, if
33 any, and

34 WHEREAS, the City Council also considered the testimony of the City’s
35 Planning and Zoning staff and the staff report attached hereto as Exhibit “B”,
36 incorporated herein by reference,

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

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

42 Section 2. AUTHORIZATION: The City Council of the City of Miami
43 Gardens, Florida hereby rezones the property particularly described on Exhibit “A”
44 attached hereto from R-1, Single Family Residential to PCD, Planned Corridor
45 Development.

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

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

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

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

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88 Moved by: _____

89 Second by: _____

90

91 **VOTE:** _____

92

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

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

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

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

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

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

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

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EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Folio: 34-2109-006-0370

9 52 41 "GOLDEN GLADES PARK 1ST ADDITION"
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
THE PLAT BOOK 39, PAGE 58 RE-SUB LOTS 5 TO 11
INCLUSIVE LESS EAST 15 FEET RIGHT OF WAY OF LOTS 8
TO 11 INCLUSIVE BLOCK 4 LOT SIZE IRREGULAR OR 12186-
1289 04842

PARCEL 2:

Folio: 34-2109-006-0410

"GOLDEN GLADES PARK 1ST ADDITION" ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 39,
PAGE 58 RE-SUB LOT 18 BLOCK 4 LOT SIZE 25.000 X 105 OR
21246-1888-1889 05/2003 4 F/A/U 30-2109-006-0410

PARCEL 3:

Folio: 34-2109-006-0420

"GOLDEN GLADES PARK 1ST ADDITION" ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 39,
PAGE 58 RE-SUB LOTS 19 THRU 22 BLOCK 4 & LOT 13
BLOCK 4 OF GOLDEN GLADES PARK 2ND ADDITION PLAT
BOOK 39 PAGE 83 LOT SIZE 125.000 X 105

PARCEL 4:

Folio: 34-2109-006-0400

"GOLDEN GLADES PARK 1ST ADDITION" ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 39,
PAGE 58 RE-SUB LOT 17 BLOCK 4 LOT SIZE 25.000 X 105 OR
20332-3831 0302 3 F/A/U 30-2109-006-0400

**EXHIBIT “B”
STAFF RECOMMENDATION**

**STAFF RECOMMENDATION
PH-2010-000074**

APPLICATION INFORMATION

Applicant: EBS Engineering, Inc.
Property Location: 2726 N.W. 168 Terrace
Property Size: 0.85 acres
Future Land Use: Neighborhood, Commercial
Existing Zoning: PCD, Planned Corridor Development and R-1, Single Family Residential
Requested Action(s): Rezoning from R-1, Single Family Residential to PCD, Planned Corridor Development

RECOMMENDATION:

Staff recommends that the City Council approve an ordinance to rezone the subject property from R-1, Single Family Residential to PCD, Planned Corridor Development.

REVIEW AND ANALYSIS:

Neighborhood Land Use Characteristics

Property	Future Land Use Designation	Zoning Classification	Existing Use
Site	Split FLU Designations: Primary frontage is Commerce on NW 27 th Avenue; Secondary frontage is Neighborhood on NW 167 Terrace	PCD, Planned Corridor Development fronting NW 27 Avenue; R-1, Single Family Residential fronting NW 167 Terrace	vacant
North	Commerce	PCD, Planned Corridor Development	commercial
South	Commerce	PCD, Planned Corridor Development	commercial
East	Commerce	PCD, Planned Corridor Development	commercial
West	Neighborhood	R-1, Single Family Residential	Single Family Residential

The property consists of four (4) parcels with the main 18,900 square feet parcel fronting N.W. 27 Avenue zoned partially PCD and R-1. The other three (3) lots are zoned R-1. All the lots are

undeveloped and vacant. To the north, south, and east are zoned PCD and developed with commercial uses, while to the west are single family residential homes.

Zoning History

There is no relevant zoning history on these properties impacting the proposed request.

Project Summary/Background

- The applicant is the owner of the property consisting of four (4) lots of which the largest lot fronting N.W 27 Avenue that has a split zoning of PCD, Planned Corridor Development and R-1, Single Family Residential. The other three (3) lots are contiguous creating a 0.85 acre parcel.
- The proposed development of the property is a two (2) story 15,997 square feet professional office building with the required off-street parking and landscape areas. The proposed development will be subject to the City's Development Review Committee (DRC) review and site plan approval.

Consistency with City of Miami Gardens Comprehensive Development Master Plan

Policy 1.2.1 of the Neighborhood designation states:

"Uses consistent with the Neighborhood land use designation shall primarily include low and low-medium density residential uses. Medium and medium high densities, suburban commercial office, and mixed use planned uses may be permitted subject to the performance criteria set forth in this plan."

Policy 2.1.3 of the Performance Criteria and Land Uses states:

- a. Suburban Commercial and Office
 - Purpose. *Suburban Commercial and Office is designed to accommodate retail sales and services, professional offices and other similar activities, primarily in the Neighborhood designation.*
 - Site Size. *Suburban Commercial and Office development should be smaller than 5 acres.*
 - Uses. *Typical permitted uses include retail sales and services, professional offices, restaurants and pharmacies.*
 - Floor Area Ratio (Intensity). *0.5 maximum.*
 - Access. *Frontage on one (1) Arterial or adjacent to an intersection of two (2) Collectors or higher.*
 - Height. *Up to an average height of four (4) stories.*

Conclusion: A portion of the site that is adjacent to NW 27 Avenue in the Commerce designation in the Future Land Use Map is already zoned PCD, Planned Corridor Development. The majority of the site is located in the Neighborhood land use designation. The property is

ideally located and proposed for professional office and other similar uses consistent with the performance criteria set forth in the Neighborhood designation.

Zoning Review and Analysis

The City Council may grant or deny approval of a rezoning as set forth in Section 34-49 of the City’s Zoning Code/LDRs must determine the following standards:

- (f) *“Criteria for granting of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels. The detriments or benefits of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels shall not be denied consideration on the grounds that they are indirect, intangible or not readily quantifiable. In evaluating the application, among other factors related to the general welfare, the following shall be considered:*
 - (1) *The development permitted by the application, if granted, conforms to the city's comprehensive development master plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered;*
 - (2) *The development permitted by the application, if granted, will have a favorable or unfavorable impact on the environmental and natural resources of the city, including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the natural and human environment; and whether any irreversible or irretrievable commitment of natural resources will occur;*
 - (3) *The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the city;*
 - (4) *The development permitted by the application, if granted, will efficiently use or unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction;*
 - (5) *The development permitted by the application, if granted, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.”*

After consideration of the above criteria and of the proposed request the following findings are made:

1. The rezoning to PCD would allow the development of suburban commercial and office uses which is generally consistent with the Comprehensive Development Master Plan Neighborhood designation.

2. The rezoning will not have an unfavorable impact on the natural resources in the City.
3. The rezoning will have a favorable impact upon the City's economy encouraging commercial and office development where single family residential has become undesirable to the close proximity of the heavily travelled arterial of N.W. 27 Avenue, and affording the City commercial tax designation and related receipts.
4. The rezoning will not unduly burden water, sewer, drainage, education or recreation facilities.
5. The rezoning will not unduly burden public transportation facilities, including adjacent roadways as N.W. 27 Avenue is a major arterial roadway of the City.

Conclusion: After consideration of the request to rezone the property to PCD, Planned Corridor Development the findings satisfy the above criteria set forth in the LDRs for granting such requests.

Anticipated Facilities Impact

DRC (Development Review Committee): Prior to building permit issuance site plan approval will be required and reviewed by the City's DRC for anticipated impacts and any mitigation thereof.

General: Concurrency determinations are not finalized during the zoning approval process.

Public Notification/Comments

In accordance with the Land Development Regulations, notifications of the applicant's requests were mailed to property owners within a five hundred (500) foot radius of the subject site to provide them an opportunity to comment on the application. At the date of this writing, there have been no inquires directed to the Planning and Zoning Department.

Attachments:

- Letter of Intent
- Hearing Map-Zoning
- Hearing Map-Aerial
- Mailed Notice Radius Map
- Submitted Plans and Survey

LETTER OF INTENT

September 21, 2011

Mr. Cyril Saiphoo, AICP
Zoning Administrator
Zoning and Planning Department
City of Miami Gardens
1515 NW 167 Street, Building 5, Suite 160
Miami Gardens, Florida 33169

Re: LETTER OF INTENT
EBS Engineering, Inc. Zoning Change Application

Please consider this EBS Engineering, Inc. (EBS) formal Letter of Intent in connection with the Zoning and Planning Department's rules and regulations for filing a City of Miami Gardens' zoning application for Zoning Change. The undersigned represents EBS, the owner of the approximately 0.85 acres of land (hereinafter refer to as "Property") located at the intersection of NW 27 Avenue and NW 168 Terrace, and including the south parcels fronting NW 167 Terrace. Refer to the attached Legal Description.

Lots 8, 9, 10 and 11 facing NW 27 Avenue are zoned PCD. **Lots 5, 6 and 7** are zoned RU-1. These lots are contiguous with the lots zoned PCD, and are under the same ownership.

The PCD permits the use for commercial construction but RU-1 lots permit only single family residential construction. The PCD lots alone constitute a very small parcel of land for any meaningful commercial development, and the RU-1 lots to the west of the PCD lots are also comparatively small parcel for residential development. For any economically feasible development, the RU-1 lots and PCD lots have to be made whole with the zoning classification changed to either of them. Considering the current objectives of the City of Miami Gardens to keep commercial land use along the NW 27 Avenue corridor, it is reasonable to bring all these lots to PCD zoning and permit the property to be used in a manner consistent with the intended zoning (PCD) along the NW 27 Avenue corridor.

Lots 17, 18, 19, 20, 21, 22 and 13 fronting NW 167 Terrace are currently zoned RU-1 but are facing a commercial use zoning to the south. These lots will also be contiguous with the requested PCD zoning north of them and are under the same ownership. Since these lots are already facing a commercial zoned lots, and will be contiguous with the combined PCD, it is EBS' request that these lots be also re-zoned to PCD to enable

the parcels to be used as part of the office development – to meet the parking spaces requirement for the intended development.

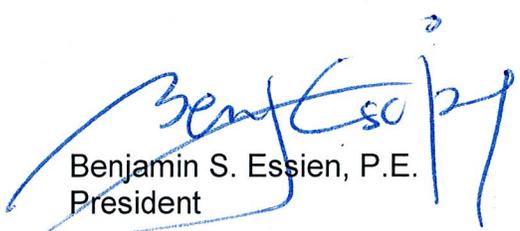
The proposed development will comply with all the requirements of separation between the adjacent residential lots and the PCD. Adequate landscaping as per the new planning ordinance will be provided. It is also intended to be one of the first green building in the area with exterior solar lighting, etc.

The intended development will be a "Build-to-Line," a development pattern that promotes vigorous pedestrian activity and crime prevention in the area. It will be architecturally pleasing and a catalyst for similar developments along the NW 27 Avenue Corridor.

EBS is therefore requesting for all the lots 5 to 7; 8 to 11; 17 to 22; and 13 be re-zoned to PCD. EBS believes that this request is justifiable and will meet a favorable consideration of the City Council.

Sincerely,

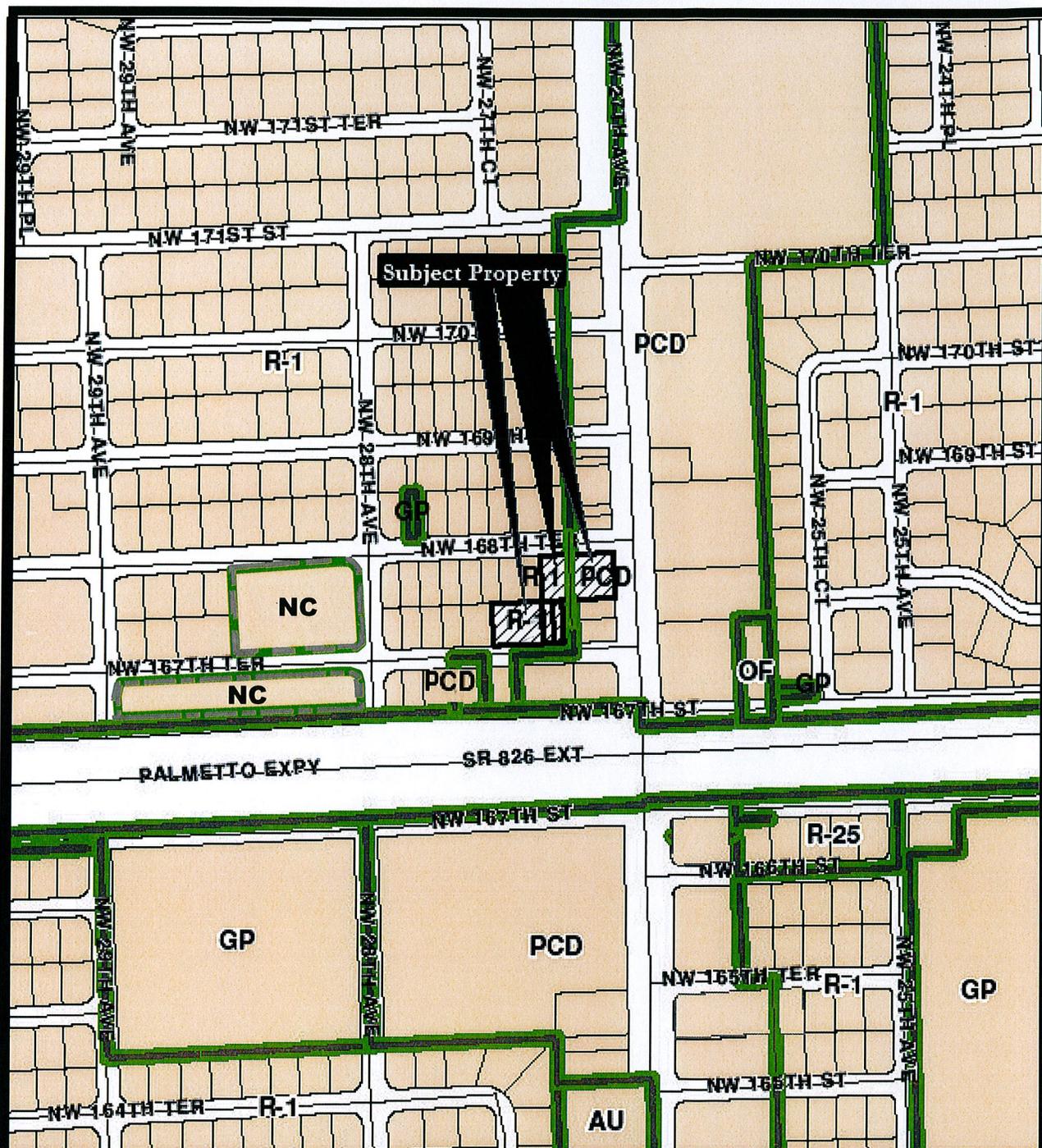
EBS ENGINEERING, INC.



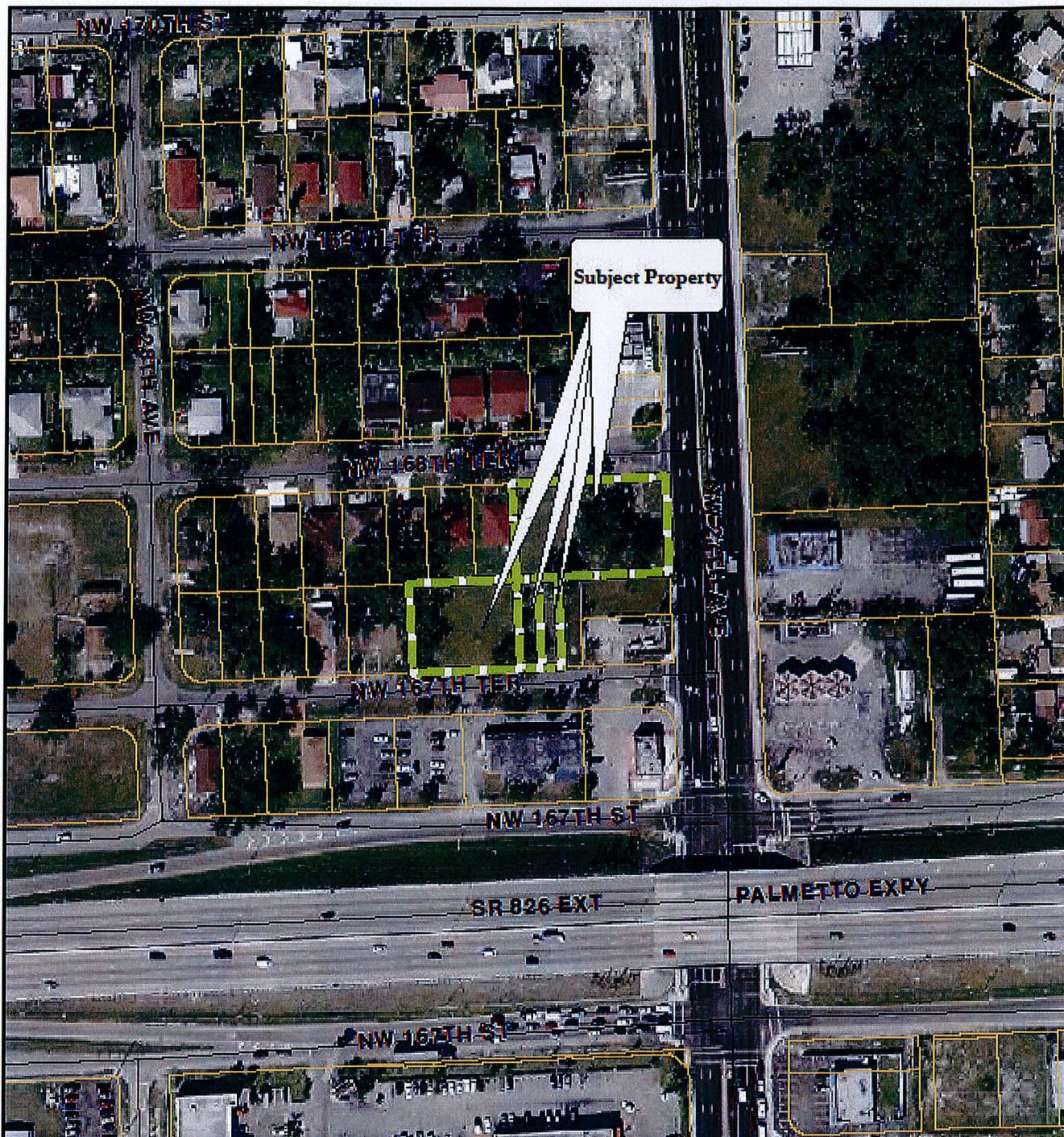
Benjamin S. Essien, P.E.
President

EBS/Letter of Intent.Miami Gardens.2011

HEARING MAP-ZONING



HEARING MAP- AERIAL



City of Miami Gardens
Planning & Zoning Services

 Subject Property

Applicant:
Office Complex (EBS)

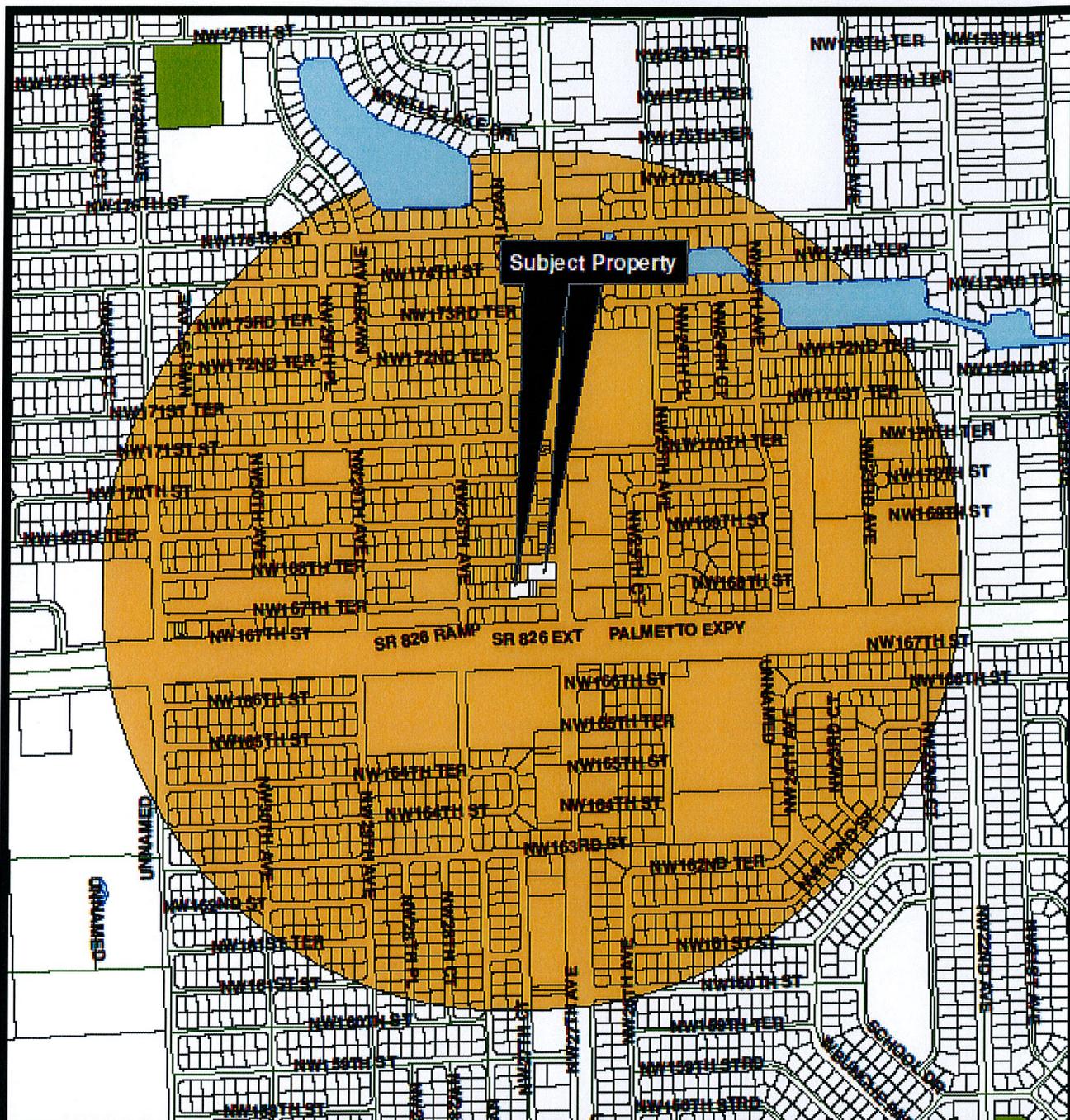
Project Location: 2726 NW 168 Terrace
Miami Gardens, FL 33056



1 inch = 148 feet

October 2011

MAILED NOTICE RADIUS MAP



MAILED NOTICE RADIUS MAP



City of Miami Gardens
Planning and Zoning Services

 Subject Property  1/2 Mile Radius

Applicant:
Office Complex (EBS)

Project Location: 2726 NW 168 Terrace
Miami Gardens, FL 33056



1 inch = 840 feet

October 2011

SUBMITTED PLANS AND SURVEY

PROPOSED OFFICE COMPLEX FOR: EBS ENGINEERING

168-- NW 27TH AVENUE MIAMI GARDENS, FL.

CONTENTS:

- A-01 SITE PLAN, SCHEDULES
- A-02 LANDSCAPE PLAN, SCHEDULES, NOTES
- A-03 FIRST FLOOR PLAN
- A-04 SECOND FLOOR PLAN
- A-05 ELEVATIONS
- A-06 ELEVATIONS

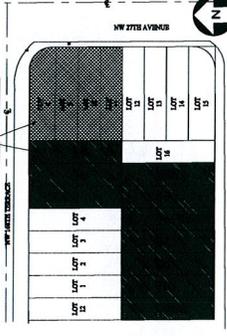
SET OF PLANS FOR PUBLIC HEARING




**NYARKO
ARCHITECTURAL
GROUP, INC.**
A CORPORATION
AT BOSTON
CHARLES D. NYARKO, AIA
5011 NW 11th Street
Miami, FL 33150
TEL: (305) 884-3000
FAX: (305) 884-3210



HATCH DENOTES EXISTING PROPERTY (TYP.)



LOCATION MAP
 SCALE: 1" = 20' - 0"

ZONING LEGEND

NET LOT AREA	37,151 SFT. (0.85 ACRES)
GROSS LOT AREA	52,574 SFT. (1.21 ACRES)
ZONING CLASSIFICATION	
ZONING	PCD
ZONING PROPOSED	PCD
RE-ZONING	RE-ZONING
PROPOSED FOOTPRINT:	
TOTAL BUILDING FLOOR AREA (SFT.)	7900 SFT.
TOTAL BUILDING FLOOR AREA (SFT.)	15,997 SFT.
MARK. FLOOR AREA RATIO	
MAX. FLOOR AREA RATIO	50% (18,775.5 SFT.) ASX (13,997 SFT.)
MAXIMUM NUMBER OF STORES	2
MAXIMUM BUILDING HEIGHT	47.8 FT. 28 FT.
MAX. IMPERVIOUS AREA :	26,000 SFT. (70%) 23,400 SFT. (68%)

PARKING ANALYSIS

REQUIREMENTS (1999 3050FT ² OF G.P.A.) (944' 15.77' S.F.)	REQUIRED	PROVIDED	VARIANCE
	53	40	

BUILDING SETBACK (BUILD-TO-LINE)

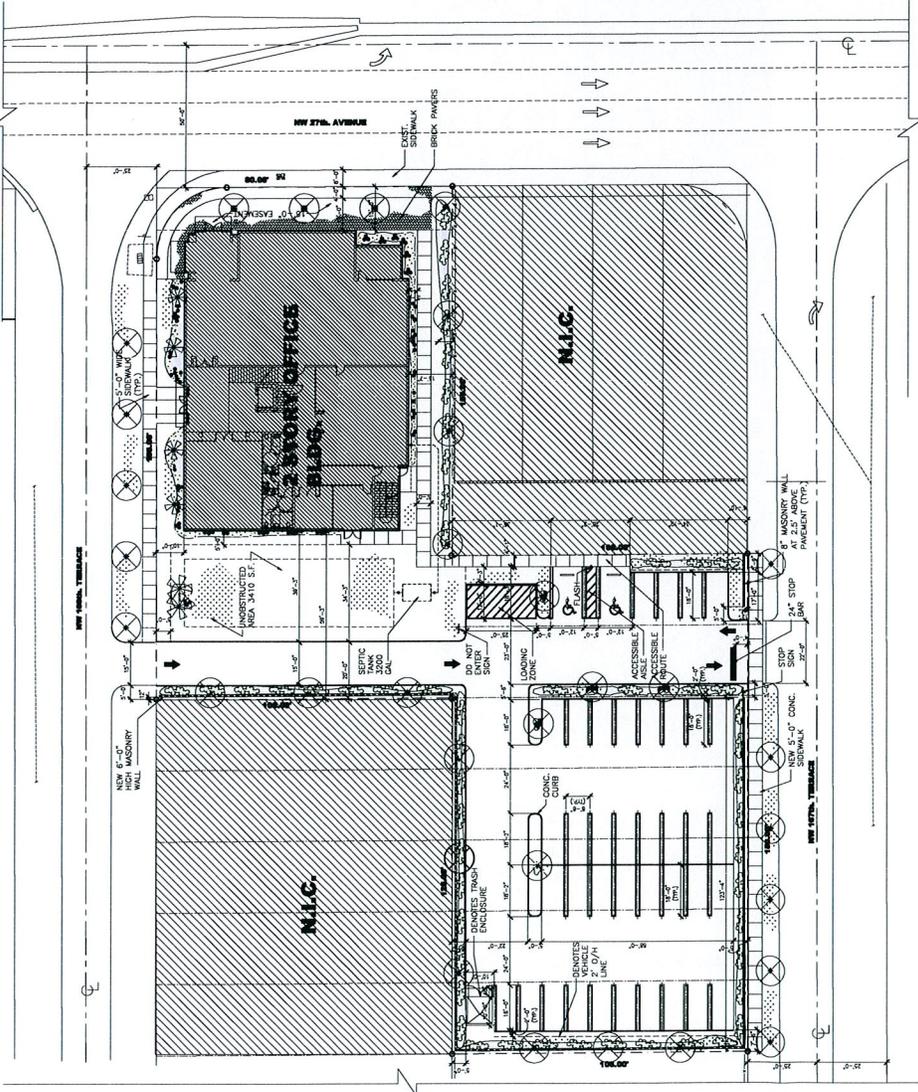
REAR	7.5'	REQUIRED	PROVIDED
		50'-3"	
FRONT	15'	REQUIRED	PROVIDED
		15'	
SIDE (STREET)	10'	REQUIRED	PROVIDED
		10'	
SIDE (INSIDE)	0'	REQUIRED	PROVIDED
		15'-7"	
MIN. ABUTTING RESIDENTIALLY ZONED LOT	25'	REQUIRED	PROVIDED
		50'-3"	

SEPTIC TANK & DRAINFIELD ANALYSIS

USE OF BUILDING OFFICE SPACE
 BUILDING (647/3) = 13,997 (USABLE SPACE)
 ESTIMATED SEWAGE FLOW = 2041 GAL/DAY
 REQUIRED SEPTIC TANK SIZE = 3200 GAL
 ASSOCIATED WITH A SEASONAL WATER TREATMENT SYSTEM CAN NOT BE ASSOCIATED WITH A SEASONAL WATER TREATMENT SYSTEM
 SEWAGE LANDING RATE TO TRENCH = 1.20
 AREA OF DRAINFIELD REQUIRED = 2041/1.20 = 1701
 TOTAL UNRESTRICTED AREA REQUIRED = 3402 SF
 TOTAL UNRESTRICTED AREA PROVIDED = 3410 SF

LEGAL DESCRIPTION

SECTION ONE, 088-0310, S. 51, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



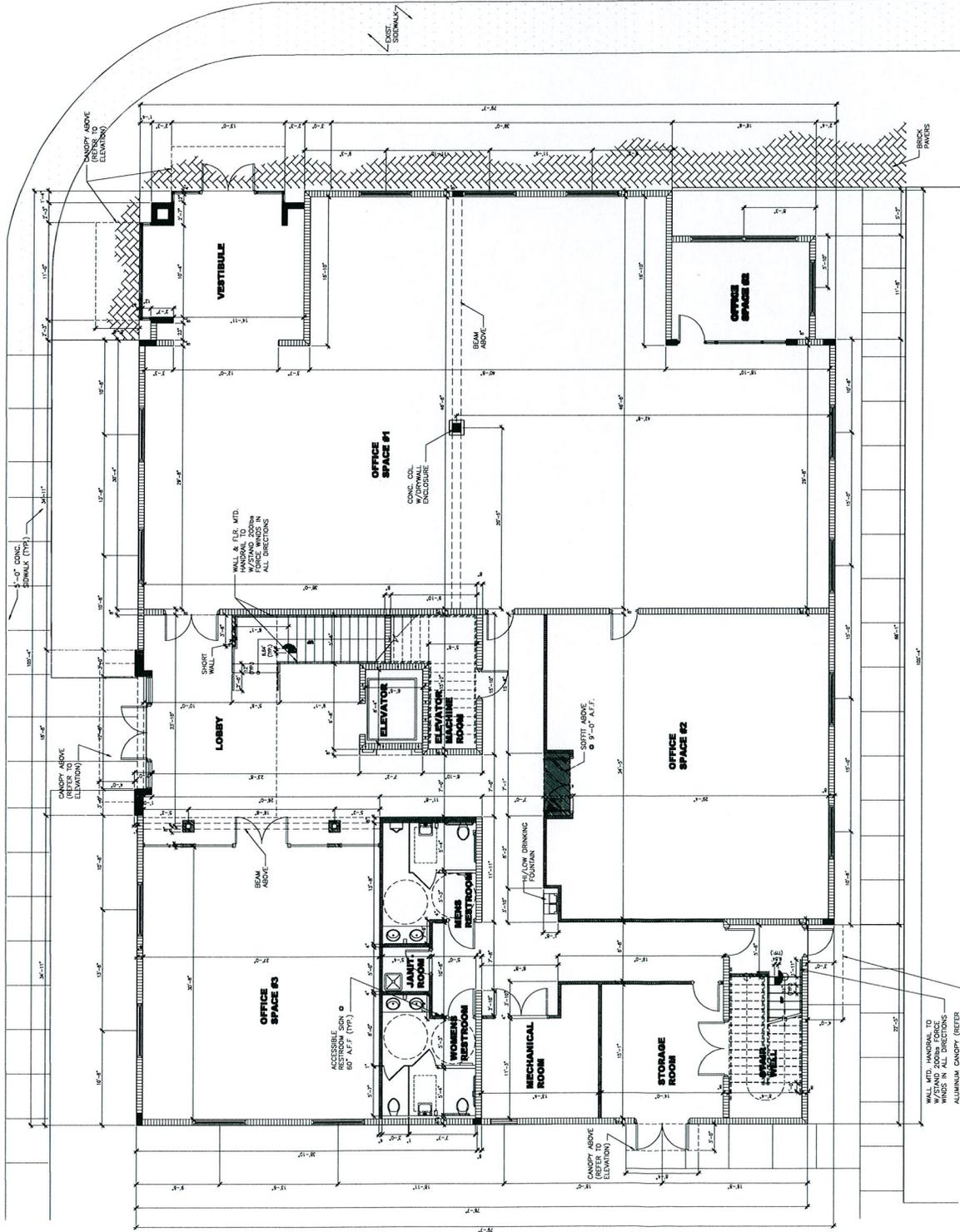
SITE PLAN
 SCALE: 1" = 20' - 0"





WALL LEGEND

-  8" MASONRY WALL
-  3'-5/8" (3" O.C.) W/1/2" G.W.S. EA. SIDE PAINT TO FINISH
-  SHORT WALL
-  FIN. WALL REFER TO CONSTRUCTION FOR CONSTRUCTION

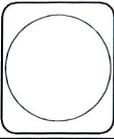


FIRST FLOOR LAYOUT
 SCALE: 3/16"=1'-0"



**AVARCO
NATURAL
GROUP, INC.**
A. 00325
CHARLES G. AVARCO, AM
AIA 1970

17750 N.W. 17TH DRIVE
SUITE 100
MIAMI, FL 33160
TEL: (305) 585-3000
FAX: (305) 585-3010
WWW.AVARCO.COM



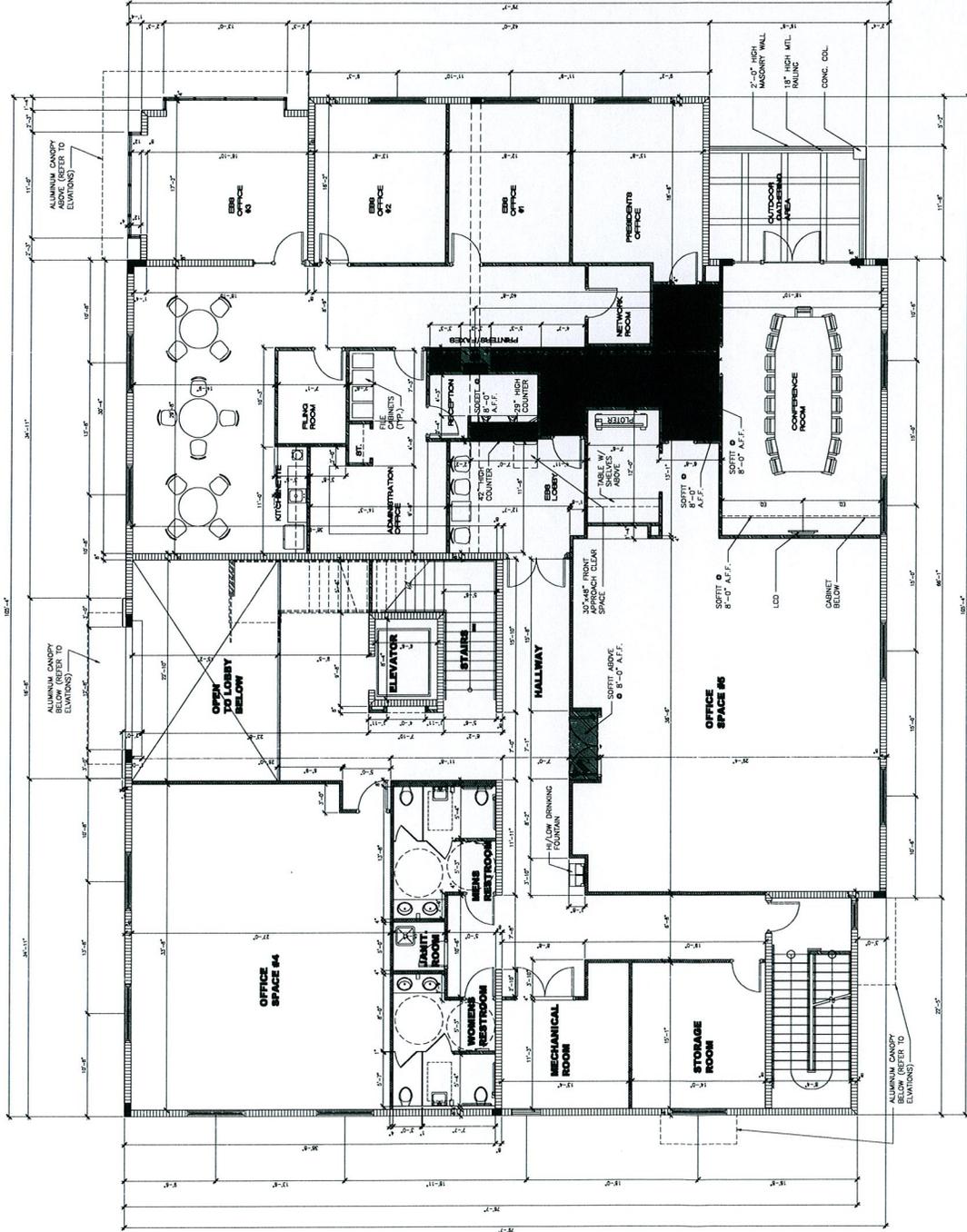
**EBS ENGINEERING
OFFICE COMPLEX**
MIAMI GARDENS, FL 33094

EBS ENGINEERING
TEL: (305) 465-1662

SHEET INDEX:
* SECOND FLOOR
PLAN

SCALE: 3/16" = 1'-0"

FILE: 0711-EBS	DRAWN BY: CA
DATE: 07/16/11	SHEET NO: A-04



SECOND FLOOR AREA = 7832 SFT.
TOTAL FLOOR AREA (FIRST + SECOND) = 15867 SFT.

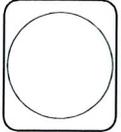
SECOND FLOOR LAYOUT

SCALE 3/16" = 1'-0"



NVARCO ARCHITECTURAL GROUP, INC.
 411 S.W. 15TH AVENUE
 SUITE 200
 MIAMI, FLORIDA 33135
 TEL: (305) 358-3310
 FAX: (305) 358-3310
 EMAIL: info@nvarco.com

ENRICH & PARRINO, AIA
 1101 S.W. 15TH AVENUE
 SUITE 200
 MIAMI, FLORIDA 33135
 TEL: (305) 358-3310
 FAX: (305) 358-3310
 EMAIL: enr@enr.com



EBBS ENGINEERING OFFICE COMPLEX
 MIAMI GARDENS, FL 33056

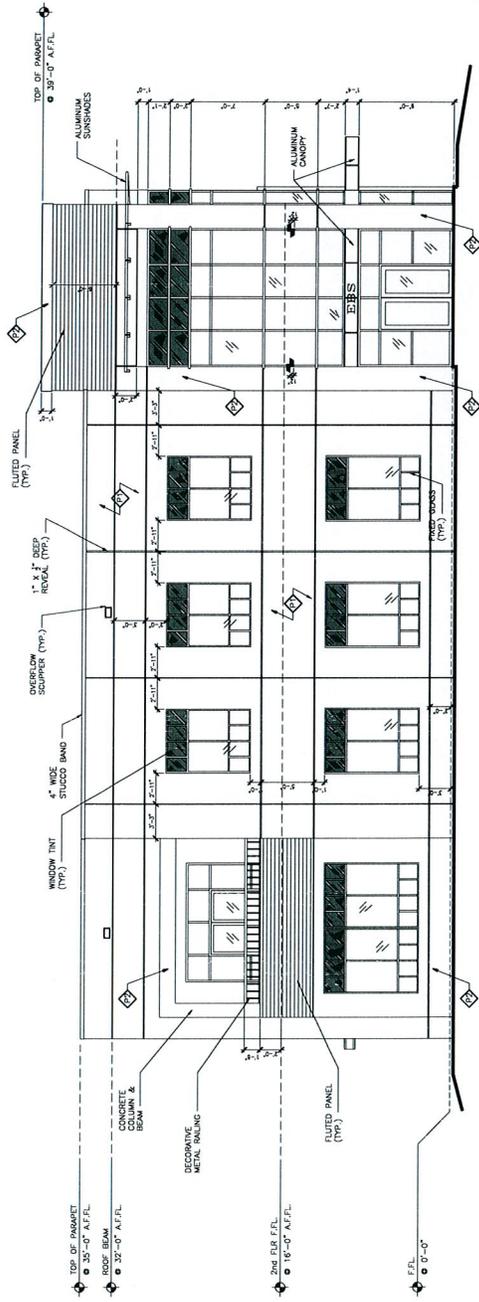
ENRICH & PARRINO
 TEL: (305) 358-3310

SHEET INDEX
 • ELEVATIONS

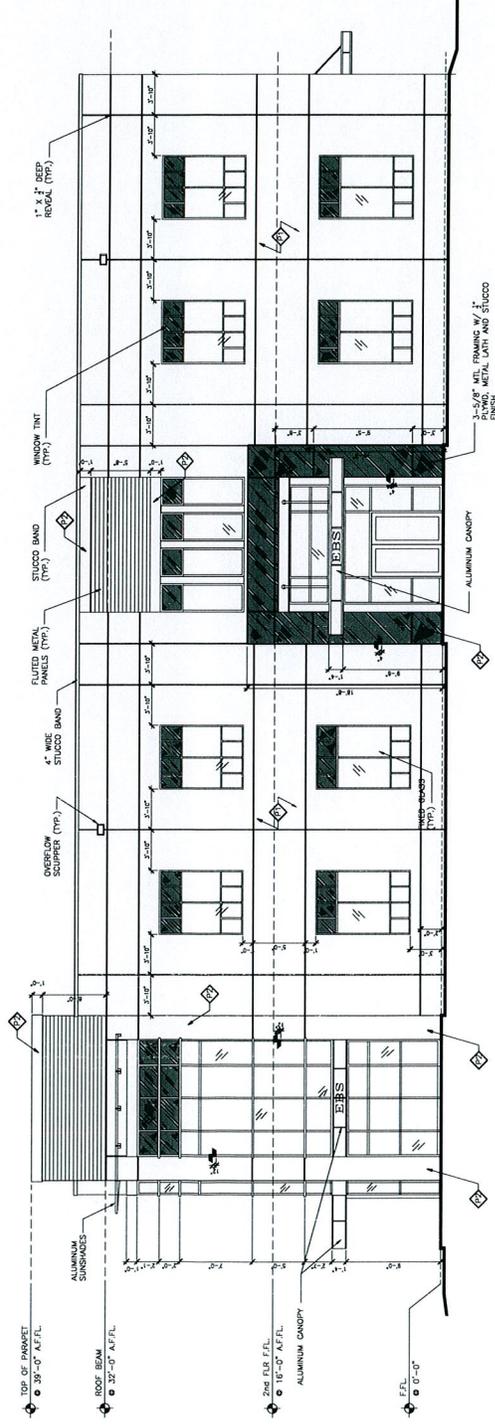
SCALE: 3/16"=1'-0"

FILE: 0711-EBBS
 SHEET NO. 11
 DATE: 8/7/11
 SHEET NO. A-05

COLOR LEGEND	
MARK	COLOR NAME
◊	MOOREST WHITE SW 6084 (SHERWIN WILLIAMS)
◊	SAND DUNE SW 6036 (SHERWIN WILLIAMS)



EAST ELEVATION
 SCALE: 3/16"=1'-0"



NORTH ELEVATION
 SCALE: 3/16"=1'-0"



City of Miami Gardens Zoning Agenda Memo

Zoning Board Meeting Date:	December 7, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading		2 nd Reading	
		x		Public Hearing: <i>(Enter X in box)</i>	n/a		
					Yes	No	Yes
				X			
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes		No	
				X			
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: 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: N/A			
		X					
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department			

Short Title:

RESOLUTION No. 2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY MARIA NOYA AND JUAN RODRIGUEZ TO ALLOW A REAR SETBACK OF A PRINCIPAL BUILDING OF 9.36 FEET WHERE 25.0 FEET IS REQUIRED, FOR PROPERTY LOCATED AT 1871 N.W. 152 STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background Information

As part of the purchase of the property located at 1871 N.W. 152 Street, the applicants, Maria Noya and Juan Rodriguez, entered into a stipulation agreement in June 2010 through the City's Re-Occupancy Certificate program to correct existing violations on the property. The violations included two carports

**ITEM 10-A) RESOLUTIONS
PUBLIC HEARINGS
Application of Maria Noya & Juan Rodriguez**

encroaching into the front setback area, which have since been removed; and a rear setback of 9.36 feet of an addition to the residence, of which the applicants are requesting a variance.

Current Situation

The applicants are requesting a rear setback variance of 9.36 feet to allow, in part, the legalization of the addition to the residence. The applicants will still have to obtain an *after the fact* building permit for the addition from the City’s Building Services Department, however, a building permit cannot be issued unless the rear setback variance is first granted which will authorize the zoning approval of the building permit.

Proposed Action:

Staff recommends denying the proposed resolution.

Attachments:

- EXHIBIT “A” LEGAL DESCRIPTION
- EXHIBIT “C” DECLARATION OF RESTRICTIVE COVENANTS
- EXHIBIT “B” STAFF RECOMMENDATION

RESOLUTION NO. 2011_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED
5 BY MARIA NOYA AND JUAN RODRIGUEZ TO ALLOW A REAR
6 SETBACK OF A PRINCIPAL BUILDING OF 9.36 FEET WHERE 25.0
7 FEET IS REQUIRED, FOR THE PROPERTY LOCATED AT 1871 N.W.
8 152ND STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A"
9 ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF
10 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

11
12 WHEREAS, Maria Noya and Juan Rodriguez ("Applicants") are the owners of the
13 property located at 1871 N.W. 152nd Street, more particularly described on Exhibit "A"
14 attached hereto, and

15 WHEREAS, the Applicants are requesting a variance to legalize an addition to
16 the subject residence, and

17 WHEREAS, the Applicants have applied for a variance of Section 34-342 of the
18 Land Development Code to allow a rear setback of 9.36 feet where 25.0 feet is
19 required, and

20 WHEREAS, City staff recommends denial of the application, and

21 WHEREAS, the City Council has considered the testimony of the Applicant, if
22 any, and

23 WHEREAS, the City Council has also considered the testimony of the City's
24 Planning and Zoning staff and the staff report attached hereto as Exhibit "B", and
25 incorporated herein by reference,

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

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

31 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
32 hereby approves the application submitted by Maria Noya and Juan Rodriguez to allow
33 a rear setback of a principal building of 9.36 feet where 25.0 feet is required, for the
34 property located at 1871 N.W. 152nd Street, more particularly described on Exhibit "A"
35 attached hereto.

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

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

40

41

SHIRLEY GIBSON, MAYOR

42

43

44

45

46 **ATTEST:**

47

48

49

RONETTA TAYLOR, MMC, CITY CLERK

50

51

52

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

53

54

55

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

56

57

Moved by: _____

58

59

VOTE: _____

60

61

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

**EXHIBIT “A”
LEGAL DESCRIPTION**

16600 NW LC Enterprise Corp – Special Exception Child Care Facility
PH-2011-000076, December 7, 2011

**EXHIBIT “A”
LEGAL DESCRIPTION**

LOT 16 BLK 8 OF “RAINBOW PARK” PLAT THEREOF AS PB 44-21 AS RECORDED
IN THE OFFICIAL RECORDS BOOK MIAMI-DADE COUNTY, FLORIDA

**STAFF RECOMMENDATION
PH-2011-000075**

APPLICATION INFORMATION

Applicant: Maria Noya and Juan Rodriguez

Property Location: 1871 N.W. 152 STREET

Property Size: 0.11 acres/5000 square feet

Future Land Use: Neighborhood

Existing Zoning: R-1, Single Family Residential

Requested Action(s):

1. Request to allow a rear setback variance of 9.36 feet where 25.0 feet is required for a single family residence in the R-1, Single Family Residential district.

RECOMMENDATION:

Staff recommends denying the request for the 9.36 foot rear setback for the property located at 1871 N.W. 152 Street finding all the criteria for granting of variances have not been satisfied.

REVIEW AND ANALYSIS:

Neighborhood Land Use Characteristics

Property	Future Land Use Designation	Zoning Classification	Existing Use
Site	Neighborhood	R-1, Single Family Residential	single family residence
North	Neighborhood	R-1, Single Family Residential	single family residence
South	Neighborhood	R-1, Single Family Residential	single family residence
East	Neighborhood	R-1, Single Family Residential	single family residence
West	Neighborhood	R-1, Single Family Residential	single family residence

The subject property is currently developed with a 1364 square feet single family residence on a 5000 square foot lot. The surrounding properties are all zoned R-1, Single Family Residential and developed with single family residences.

Project Summary/Background

- The applicants during the purchase of the subject property entered into a stipulation agreement with the City through the Re-Occupancy Certificate program agreeing to correct violations on the property.
- The violations included two carports installed with building permits and encroaching into the front setback area, of which have been removed; and an addition to the residence that has a 9.36 feet setback from the rear property line where 25.0 feet is required.
- To correct the addition an after the fact building permit is required, of which the applicant has applied for, however, Zoning cannot authorize the approval of the building permit without a variance of the rear setback encroachment being approved.

Zoning History

There is no history of any previous zoning actions on the property.

Consistency with City of Miami Gardens Comprehensive Development Master Plan

The subject property is designated Neighborhood on the Future Land Use Map of the Future Land Use Element of the City of Miami Gardens Comprehensive Development Master Plan (CDMP). The CDMP objectives and policies of the Neighborhood designation allow and protect single family residential areas from intrusion of incompatible uses.

Conclusion: The requested variances do not change the single-family residential use of the property. Therefore, the request does not impact policies of the CDMP and is consistent with same.

Zoning Review and Analysis

Section 34-47 (h) Criteria for granting variances states:

(h)

Criteria for granting variances. Upon appeal or direct application in specific cases to hear and grant applications for non-use variances and waivers of this chapter, when authorized, the zoning appeals board may grant approval, approval with conditions of the application upon showing by the applicant that the non-use variance or waiver that all the following have been met:

(1)

The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.

(2)

The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.

(3)

The alleged difficulty or hardship was not deliberately created to establish a use or structure which is not otherwise consistent with this Code.

(4)

The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.

(5)

The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.

(6)

The variance request is the minimum variance that will make possible the reasonable use of the land, building, or structure;

(7)

The granting of the variance request will be in harmony with the general intent and purpose of these regulations and the comprehensive plan;

(8)

Nonconforming use of neighboring lands, structures, or buildings in the same zoning district, and the permitted use of lands, structures, or buildings in other zoning districts, shall not be considered grounds for the authorization of a variance; and

(9)

Financial hardship is not the only evidence of a hardship considered in the authorization of a variance.

In reviewing the request to allow a 9.36 feet rear setback where 25.0 feet is required and after site inspections the following findings are made:

- The conditions upon which the request for a variance is based are not unique to the parcel and would be generally applicable to other property within the vicinity; the other single family residences surrounding and abutting the subject property do not have additions with rear yard setback encroachments nor have variances been granted for such additions;
- The subject property does not have particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience from the construction of the addition without first obtaining a building permit;

Conclusion: After consideration of the above criteria for granting of the variance and based on the findings it can be concluded that all of the above criteria has not been satisfied for the granting of the variance.

Anticipated Facilities Impact

The subject application pertains to an existing single-family property and, as such, will not create additional impact upon the existing public services and facilities.

Public Notification/Comments

In accordance with Section 34-46(d)(7)(a) of the City's Zoning and Land Development Code, notification of the applicant's requests was mailed to all abutting property owners to provide them

an opportunity to comment on the application. No comments were received at time of writing of staff's recommendation.

Attachments:

- Letter of Intent
- Hearing Map-Zoning
- Hearing Map-Aerial
- Mailed Notice Radius Map
- Submitted Plans and Survey
- Photos of Property
- Certificate of Re-Occupancy Information

LETTER OF INTENT

August 26, 2011

Dear:

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

Ref: 1871 NW 152 Street
Public Hearing Application

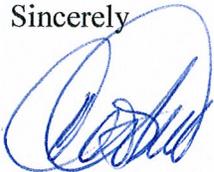
Dear Building Official:

I, Maria C. Noya; owner of the residence located at 1871 NW 152 Street; I am application in the process for Public Hearing Due:

1. I bought the residence exactly like it was rebuild before I bought.
2. In the bay process I didn't received notice from seller about setbacks required and existing setbacks.
3. With exception rear setback of the 9.36' existing setbacks are by zoning code.
4. I appreciate if existing 9.36' rear setbacks could be approved from Hearing Board.

In this letter I am explain the reasons to apply in the hearing process.

Sincerely



Carmen C. Noya
Owner

HEARING MAP-ZONING

AU

GP

NW 155TH ST

NW 154TH ST

NW 153RD ST

NW 153RD ST

NW 152ND TER

NW 152ND ST

NW 151ST ST

NW 20TH AVE

NW 19TH AVE

NW 18TH AVE

R-1

Subject Property

GP

R-1

R-1

NC

NC

LINCOLN AVE

JOHNSON ST

WASHINGTON AVE

NW JAMES ST

ALI BABA AVE

CITY OF OPA-LOCKA

SR-9

HEARING MAP: ZONING



City of Miami Gardens
Planning & Zoning Department

 Subject Property Zoning: R-1

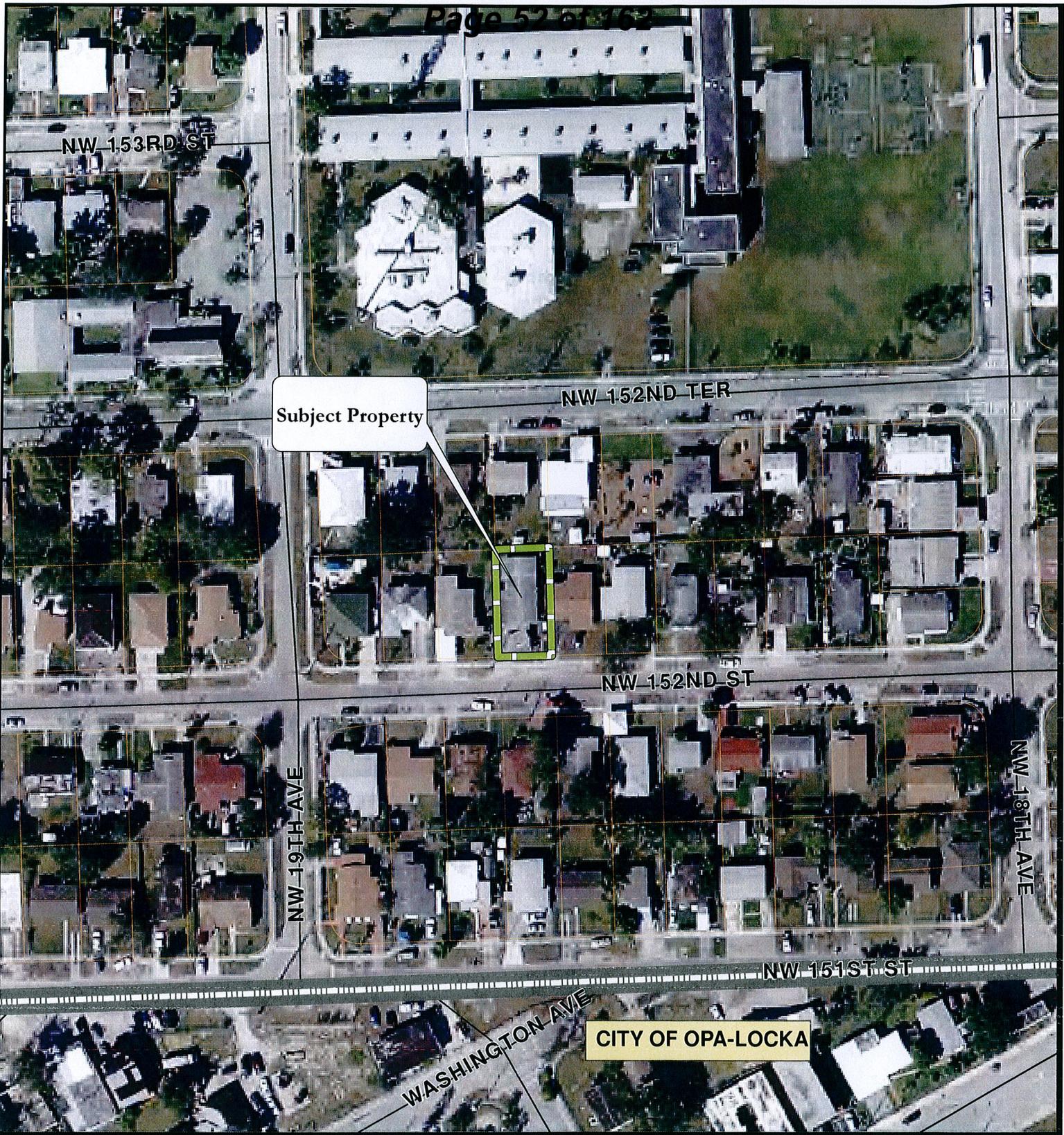
Applicant:
Noya Residential Setback

Project Location: 1871 NW 152 ST
Miami Gardens, FL 33054



1 inch = 236 feet
November 2011

HEARING MAP- AERIAL



Subject Property

NW 153RD ST

NW 152ND TER

NW 152ND ST

NW 19TH AVE

NW 18TH AVE

NW 151ST ST

WASHINGTON AVE

CITY OF OPA-LOCKA



City of Miami Gardens
Planning & Zoning Services

 Subject Property

Applicant:
Noya Residential Setback

Project Location:
1871 NW 152 ST
Miami Gardens, FL 33054



1 inch = 115 feet

November 2011

MAILED NOTICE RADIUS MAP



City of Opa-Locka

MAILED NOTICE RADIUS MAP



City of Miami Gardens
 Planning and Zoning Services

 Subject Property  Abutting Properties

Applicant:
 Noya Residential Setback

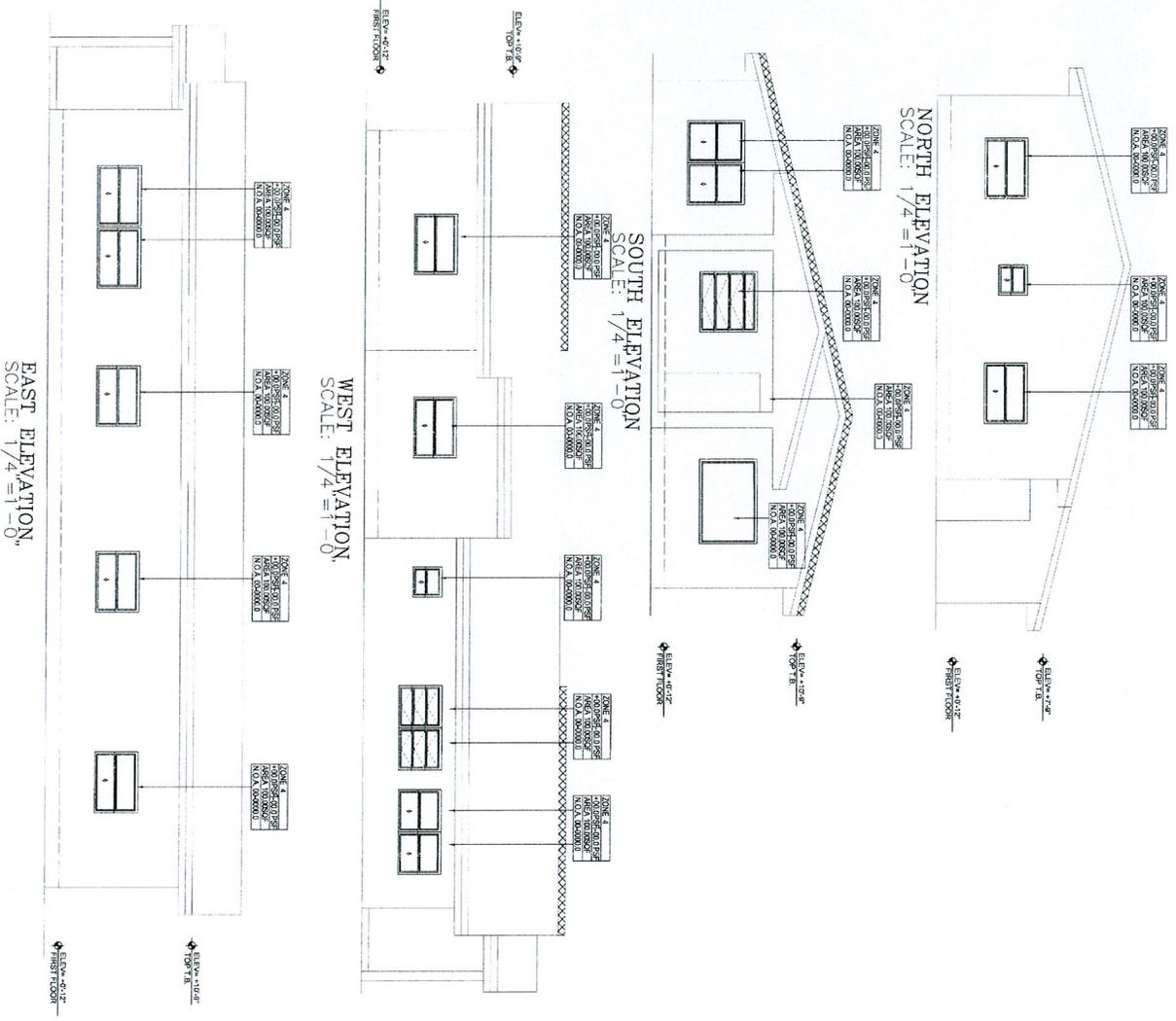
Project Location:
 1871 NW 152 Street
 Miami Gardens 33054



1 inch = 184 feet

November 2011

SUBMITTED PLANS AND SURVEY



EAST ELEVATION
SCALE: 1/4" = 1'-0"

WEST ELEVATION
SCALE: 1/4" = 1'-0"

SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

NORTH ELEVATION
SCALE: 1/4" = 1'-0"



1871 NW 152nd STREET
MIAMI GARDENS, FL.

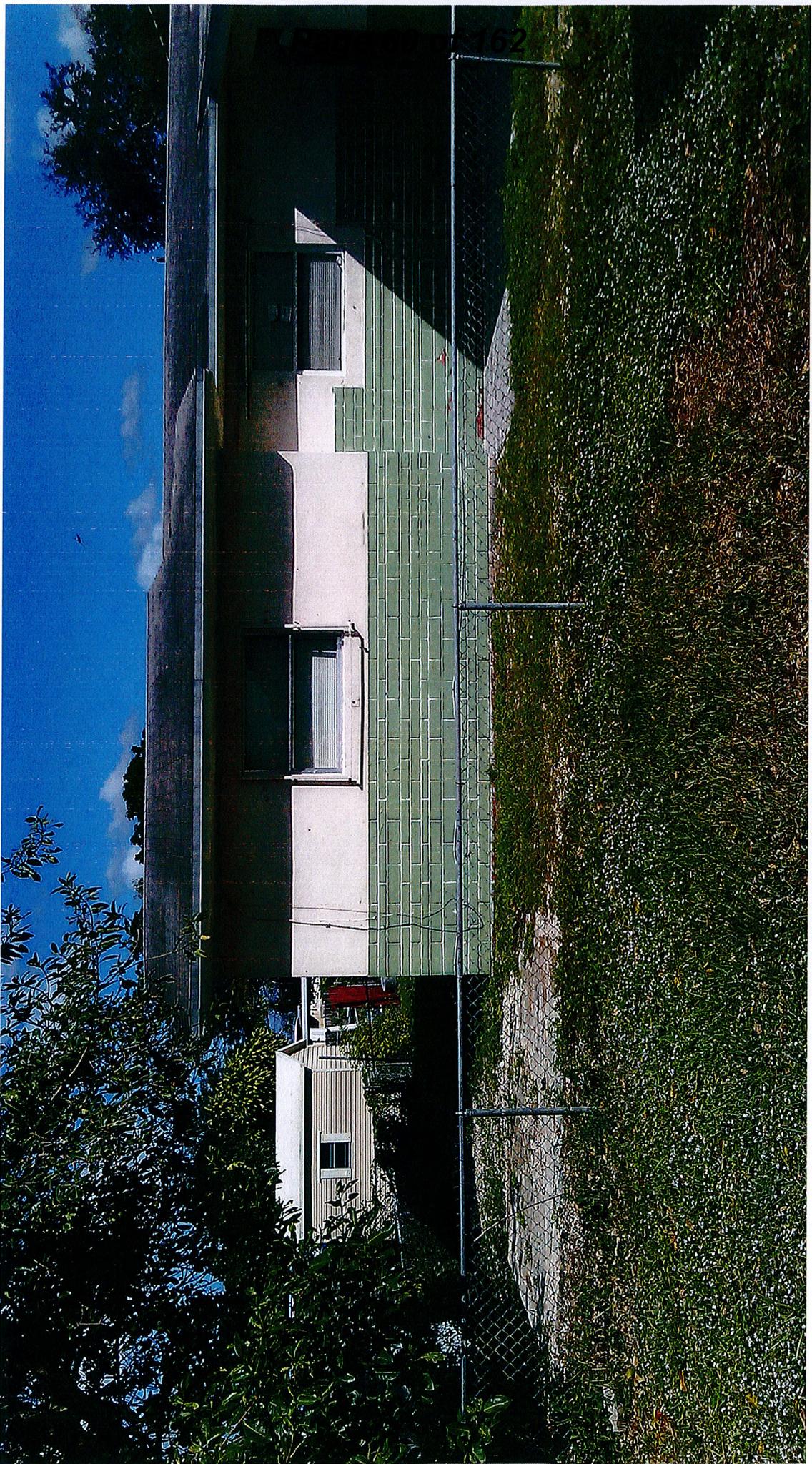
EMILIANO OROZCO P.E.

817 SW 122 AVENUE
MIAMI, FLORIDA 33184
PHONE: (786) 715-7125
emilianoorozco90@yahoo.com

REVISIONS	
NO.	DATE

DATE: 09-16-09
SCALE: AS SHOWN
DESIGNED: E.O.
DRAWN: AS
DRAWING NO.:
CHECKED:
A-1

PHOTOS OF PROPERTY







**CERTIFICATE OF RE-OCCUPANCY
INFORMATION**



City of Miami Gardens

Shirley Gibson
Mayor

Aaron Campbell Jr.
Vice Mayor

Melvin L. Bratton
Council Member

Oliver G. Gilbert III
Council Member

Sharon Pritchett
Council Member

Barbara Watson
Council Member

André Williams
Council Member

Dr. Danny O. Crew
City Manager

Ronetta Taylor, MMC
City Clerk

Sonja K. Dickens
City Attorney

June 3, 2010

Juan Carlos Rodriguez
1871 NW 152 St.
Miami Gardens, FL 33054

RE: Certificate of Re-occupancy for 1871 NW 152 ST

Dear Mr. Rodriguez:

The License and Housing Enforcement Unit has reviewed the Re-Occupancy Certificate application submitted for the above-mentioned property. Subsequently an inspection of the property was conducted on June 03, 2010 and reveals the following prima facie evidence of illegal addition or alteration:

1. The original three bedroom and one bathroom as shown on the Miami -Dade County Property Appraiser's website has been expanded to five bedrooms and two bathrooms.
2. The rear setback is now only about eleven feet from the property fence.
3. There are also two aluminum car ports encroaching into the front setback, all the way to the side-walk.
4. A search of both Miami-Dade County and the City of Miami Gardens Permit records did not yield any evidence of a building permit nor inspections being performed.

Based upon these findings, the following actions shall be taken:

1. Provide official documents to substantiate the legality of said construction.
2. Or apply and obtain a building permit, from the City of Miami Gardens building department to repair, replace or demolish same.
3. Obtain and pass all the necessary inspections from the Building department as per FBC 109.

Please contact me at (305) 622-8000 ext. 2629 if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "E. Agbenohevi".

E. Agbenohevi
Housing Inspector

City of Miami Gardens
Code Enforcement Department

A re-occupancy inspection was conducted on this property and there exist a prima facie evidence of zoning and building code violations as follows:

1) Addition attached at rear of property consisting of 2 bedrooms and a bathroom.

2) The same addition encroaches into the rear setback which is now only about 10' from the property fence.

3) The front setback includes 2 aluminum car ports all the way to the sidewalk.

4) There is no evidence of permits nor inspections
Clerk is being instructed to draw up a stipulation agreement for the buyer. EA 06/03/10

6/7/2010 - stip Approved (LW)

HOUSING INSPECTOR: E. AGBENOHEVI
LOCATION: 1871 NW 152 ST
DATE: 06/03/10
TIME:9:00 AM



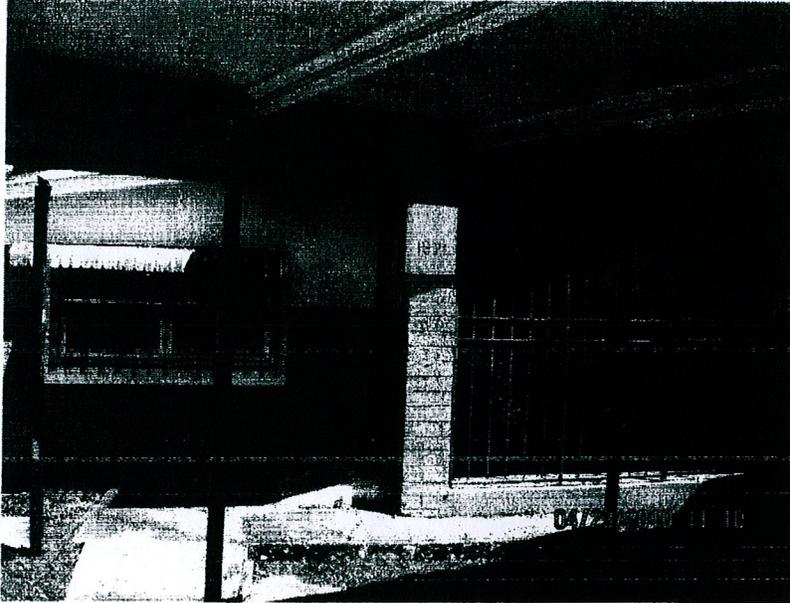
FRONT ELEVATION

HOUSING INSPECTOR: E. AGBENOHEVI

LOCATION: 1871 NW 152 ST

DATE: 04/23/10

TIME: 12:13 PM



FRONT ELEVATION



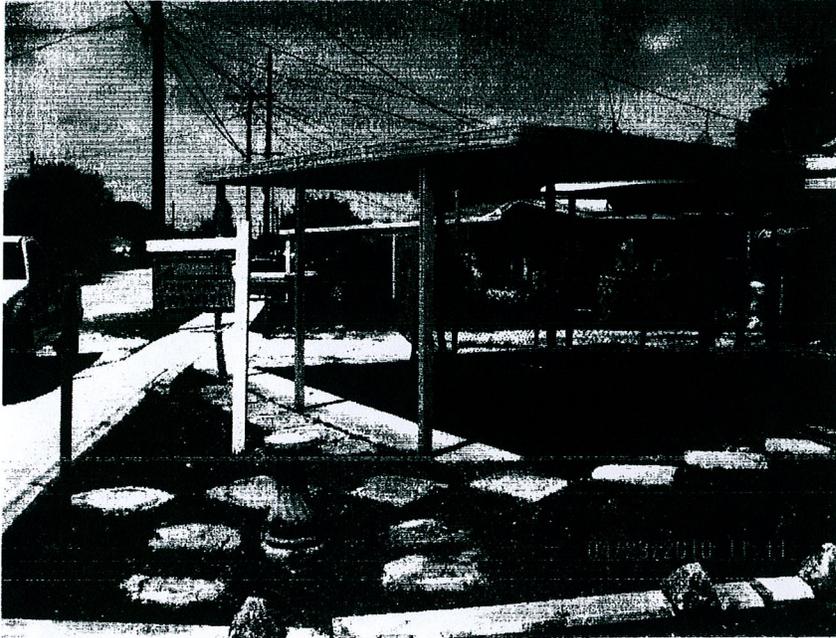
REAR ELEVATION WITH 11 FT. FROM PROP. FENCE

HOUSING INSPECTOR: E. AGBENOHEVI

LOCATION: 1871 NW 152 ST

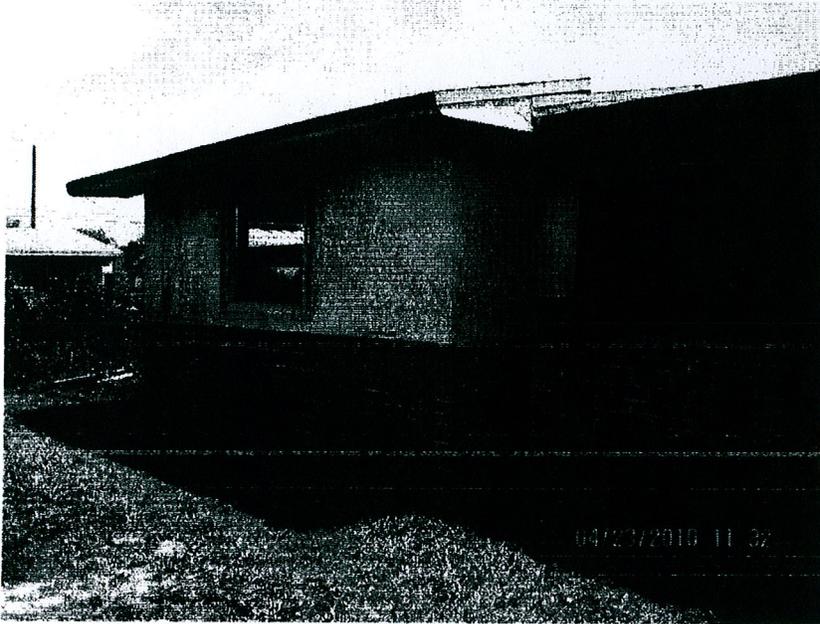
DATE: 04/23/10

TIME: 12:13 PM

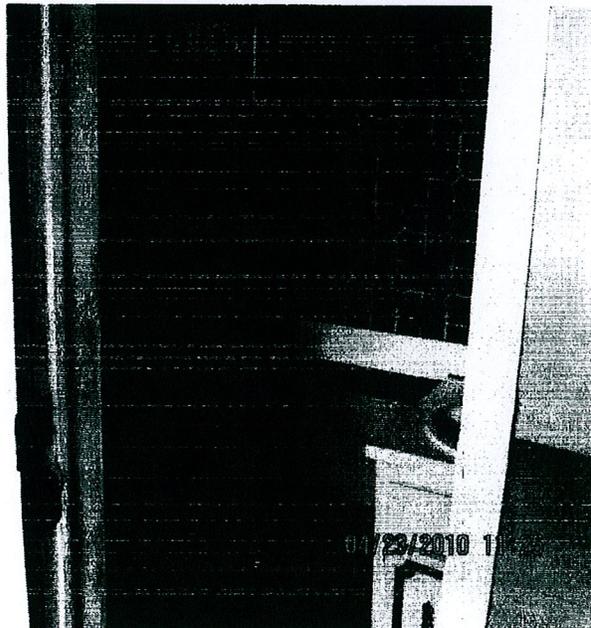


ALUMINUM CAR PORT ENCROACHING IN FRONT SETBACK ALL THE WAY TO SIDE WALK .

HOUSING INSPECTOR: E. AGBENOHEVI
LOCATION: 1871 NW 152 ST
DATE: 04/23/10
TIME: 12:13 PM



ADDITION AT REAR SITUATED IN REAR SETBACK



BATHROOM IN ATTACHED ADDITION AT REAR

CITY OF MIAMI GARDENS

CASE NUMBER RE-2010-000367

Petitioner,
Vs.

Juan Carlos Rodriquez

Respondent.

The City of Miami Gardens, Florida ("City") and the Respondent Juan Carlos Rodriquez ("Respondent") hereby stipulate and agree as follows:

- That the person(S) signing this Stipulation has the authority to enter into the Stipulation and bind the respective parties to the terms contained herein.
- That the property located at 1871 NW 152 ST, Miami Gardens, Florida, ("Property") is currently not in compliance with the City of Miami Gardens Code of Ordinances and/or Miami-Dade Code of Ordinances due to zoning violation(s).
 Accessory Structure Fence Illegal Addition Life Safety Issues Use
- That the Respondent agrees to correct all zoning violations specified in this stipulation agreement.
- That the Respondent is granted an additional period of 90 days until 9/4/2010, to take all necessary remedial action to correct the violation(s) to bring the Property into compliance with the City of Miami Gardens Code of Ordinance and/or Miami-Dade County Code of Ordinances.
- That the Respondent agrees to allow the City of Miami Gardens Code Compliance Division to arrange for a re-inspection of the Property in order to verify that the violation(s) have been corrected and that the Property is in compliance with the City of Miami Gardens Code of Ordinances and/or Miami-Dade County Code of Ordinances.
- That if the terms of this Stipulation are not complied with, the City has the right to proceed with an issuance of a Civil Violation Notice to the new property owner.
- The effective date of this stipulation is the date of its execution.
- This Stipulation shall be binding only between the City and Respondent and shall not inure to the benefit of the successor or assign of the parties, or any other person or entity.
- That Respondent has read and understands the terms of this Stipulation and agrees to the terms.

CITY OF MIAMI GARDENS,

RESPONDENT

By: [Signature]
Housing Inspector

By: _____
Print Name: _____
Title: Property Owner or Authorized Agent

Date: 06/08/10

Date: _____

Approved by: _____
City Manager

Sworn to and subscribed before me this _____ Day of _____, 200_____
Notary Public-State of Florida-Print, Type or Stamp Commissioned
Name of Notary Public _____

Date: 6/9/2010

Personally Known or Produced Identification
Type of Identification Produced _____
ID # _____ Expir. Date _____

City of Miami Gardens
Code Enforcement
Re-Occupancy Permit Inspection Checklist

Property Owner: _____ Cust. #: *Re2010.000367*
Property Address: *1871 NW 152 St*

	Yes	No	W/N	CVN #
1. Use	_____	<input checked="" type="checkbox"/>	_____	_____
2. Illegal Addition	<input checked="" type="checkbox"/>	_____	_____	_____
3. Accessory Structures	<input checked="" type="checkbox"/>	_____	_____	_____
4. Life Safety Issues	_____	<input checked="" type="checkbox"/>	_____	_____
5. Fence & Walls	_____	<input checked="" type="checkbox"/>	_____	_____

Comments: *see summary sheet*

Pass _____ Officer: _____ Date: _____

Fail Officer: *E. Agbenohen* Recheck Date: *90 days*



CITY OF
MIAMI
GARDENS

City of Miami Gardens
305-622-8000

1 Finance

1014401-1 05/24/2010 BR1 T26

Mon May24,2010 10:32AM Trans#21-21

Name: PRINCIPAL REALTY INC

Addr: 1871 NW 152ND ST MIAMI,FL 33169

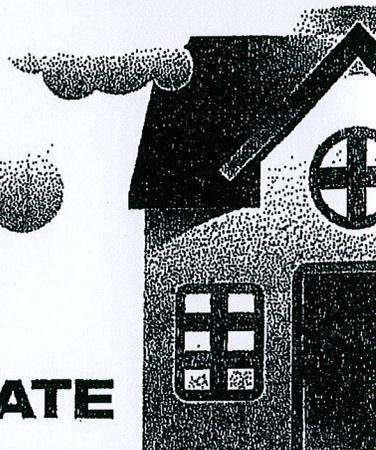
21 \$75.00 reocpy - Certificate of

Re-Occupany

1 ITEM(S): TOTAL: \$75.00

Electronic Check (004733) PAID \$75.00

Visit us at www.miamigardens-fl.gov



CITY OF MIAMI GARDENS APPLICATION FOR RE-OCCUPANCY CERTIFICATE

PROPERTY INFORMATION

Folio: 34-21-15-006-1580 No. of Bedrooms: 5 No. of Baths: 2
 Property Address: 1871 NW 152 Street Apartment/Unit #: _____
 City: Miami Gardens State: FL ZIP: 33054
 Closing Date: May 28, 2010

SELLER INFORMATION

First Name: Chase Home Finance, LLC Last Name: N/A
 Mailing Address: 7900 NW 155 St. #103 Apartment/Unit #: _____
 City: Miami Lakes State: FL ZIP: 33014
 Phone: 305-558-5211 Fax: 305-362-3925
 Email: marisol@principalrealty.net

BUYER INFORMATION

First Name: Juan Carlos Last Name: Rodriguez
 Mailing Address: 1871 N.W. 152 St. Apartment/Unit #: _____
 City: Opa Locka State: FL ZIP: 33054
 Phone: 786-873-9115 Fax: _____
 Email: m_noya.65@yahoo.com

AGENT / DESIGNATED CONTACT INFORMATION

Agency Name: Principal Realty Inc.
 Contact Name: Maria Miller
 Phone: 786-295-9587 Fax: 305-362-3925
 Mailing Address: 7900 NW 155 St. #103 Apartment/Unit #: _____
 City: Miami Lakes State: FL ZIP: 33014

City of Miami Gardens | 1515 NW 167th Street | Attn: Code Enforcement | Miami Gardens, FL 33169

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

PRINCIPAL REALTY, INC. 7800 NW 155 Street Miami Lakes FL 33016

1 PARTIES: CHASE (Seller) and TITANIUM INVESTMENTS, INC. (Buyer) hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

1. DESCRIPTION: (a) Legal description of the Real Property located in MIAMI-DADE County, Florida: Lot 18, Block B, of RAINBOW PARK, according to the Plat thereof recorded in Plat Book 44, Page 21, of the Public Records of MIAMI-DADE County, Florida. (b) Street address, city, zip, of the Property is: 1871 NW 175th Street, DEALOCKA, FL 33064. (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless specifically excluded below. Other items included are: N/A. Items of Personal Property (and leased items, if any) excluded are: N/A.

II. PURCHASE PRICE (U.S. currency): \$ 59,500.00. PAYMENT: (a) Deposit held in escrow by NORTH AMERICAN TITLE ("Escrow Agent") in the amount of (checks subject to clearance) \$ 3,950.00. Escrow Agent's address: 5601 WEST SHORE BLVD # 300 TAMPA, FL 33609. Phone: 813-243-9865. (b) Additional escrow deposit to be made to Escrow Agent within N/A days after Effective Date. (c) Financing in the amount of ("Loan Amount") see Paragraph IV below. (d) Other: N/A. (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations: BALANCE.

III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS: (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before the date of the deposit(s), the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for acceptance of this offer or, if applicable, the final counteroffer.

IV. FINANCING: (a) This is a cash transaction with no contingencies for financing. (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase the Property ("Loan Approval") within 30 days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): [] a fixed; [] an adjustable; or [] a fixed or adjustable rate loan, in the Loan Amount (see Paragraph I(c)) at an initial interest rate not to exceed 7%, and for a term of years. Buyer will make application within days (if blank, then 3 days) after Effective Date. BUYER: Buyer shall use reasonable diligence to obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney, real estate licensee(s), and Closing Agent. SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving the Financing contingency, or the Contract shall be cancelled. DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided however, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be returned to Buyer. (c) Assumption of existing mortgage (see rider for terms); or (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders, addenda; or special clauses for terms).

V. TITLE EVIDENCE: At least 10 days (if blank, then 3 days) before Closing a title insurance commitment with legible copies of instruments listed as exceptions attached hereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by: (CHECK ONLY ONE): [X] (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or [] (2) Buyer at Buyer's expense. (CHECK HERE): [] If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on OR BEFORE 2 WEEKS ("Closing"), unless modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners' Insurance. If such conditions continue more than days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

SUBJECT TO COUNTER OFFER

69 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
70 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or
71 otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatd public utility
72 easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2
73 feet in width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money
74 mortgages, if any (if additional terms, see addendum); provided, that none prevent use of the Property for
75 RESIDENTIAL purpose(s).

76 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is
77 intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed
78 pursuant to "As Is" Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of
79 occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its
80 existing condition as of time of taking occupancy.

81 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed
82 provisions of this Contract in conflict with them.

83 X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract;
84 may assign but not be released from liability under this Contract or may not assign this Contract.

85 XI. DISCLOSURES:

86 (a) The Property may be subject to unpaid special assessment fee(s) imposed by a public body ("public body" does not include a
87 Condominium or Homeowners' Association). Such fee(s), if any, whether certified, confirmed and ratified, pending, or payable in
88 installments, as of Closing, shall be paid as follows: by Seller at closing by Buyer (if left blank, then Seller at Closing). If
89 the amount of any assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing
90 an amount equal to the last estimate or assessment for the improvement by the public body.

91 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks
92 to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in
93 Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

94 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional
95 information regarding mold, Buyer should contact an appropriate professional.

96 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.995, F.S.

97 (e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

98 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

99 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
100 ASSOCIATION DISCLOSURE.

101 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES
102 AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO
103 PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE
104 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
105 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

106 XII. MAXIMUM REPAIR COSTS: DELETED

107 XIII. HOME WARRANTY: Seller Buyer NA will pay for a home warranty plan issued by _____
108 _____ at a cost not to exceed \$_____.

109 XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have _____ days from Effective Date ("Inspection Period")
110 within which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made
111 available by the Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and
112 repair of damage to and restoration of the Property resulting from such inspections and this provision (b) shall survive
113 termination of this Contract; and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer,
114 Buyer may cancel this Contract by delivering facsimile or written notice of such election to Seller prior to the expiration of the
115 Inspection Period. If Buyer timely exercises this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon,
116 Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this Paragraph XIV. Unless
117 Buyer exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to any
118 violation of governmental, building, environmental, and safety codes, restrictions or requirements and shall be responsible for
119 any and all repairs and improvements required by Buyer's lender.

120 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made a part of this
121 Contract:
122 CONDOMINIUM VAWFA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE
123 INSULATION EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) Other Comprehensive Rider Provisions Addenda
124 Special Clause(s): SEE ATTACHED

125 _____
126 _____
127 _____
128 _____
129 _____
130 _____
131 _____
132 _____
133 _____
134 _____
135 _____

136 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a
137 copy of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

SUBJECT TO
COUNTER OFFER

To: Maria Page 4 of 4

2010-04-30 17:28:52 (GMT)

17884721838 From: Gladys Cuevas

138 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF YOU ARE A BUYER, PLEASE READ THIS CONTRACT CAREFULLY BEFORE SIGNING IT.
139 THIS "AS IS" FORM HAS BEEN APPROVED BY THE REALTOR ASSOCIATION OF THE STATE OF FLORIDA.
140 THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE OFFER TO PURCHASE AND TO THE TERMS AND CONDITIONS OF THE OFFER TO SELL.

SUBJECT TO COUNTER OFFER

141 [Signature] 4/30/10 (Date) by [Signature] World as (Date)
142 (Buyer) (Date) (Seller) Attorney In Fact for
143 (Buyer) [Signature] 4/30/10 (Date) (Seller) Chase Home Finance LLC (Date)
144 (Buyer) (Date) (Seller) (Date)
145 Buyer's address for purposes of notice Seller's address for purposes of notice

147 _____ Phone _____ Phone _____

148 WHEREAS, the parties hereto, intending to be bound by the terms and conditions hereof, have signed and delivered the foregoing in connection with this Contract:

149 Name: Principal Realty, Inc. PRINCIPAL REALTY, INC.
150 (Broker/Agent) [Signature] (Broker/Agent)

112

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS

121 A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of
122 the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real
123 Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be
124 determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5
125 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which
126 render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after
127 expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days
128 within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer.
129 If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use
130 diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either
131 waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller
132 is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall
133 have up to 5 days from date of receipt to examine same in accordance with the "AS IS" Standard.

134 B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller
135 shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage;
136 shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall
137 require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s);
138 shall require Buyer to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the Real
139 Property against fire and all risks included within the term "extended coverage endorsement" and such other risks and perils as Seller may
140 reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in
141 form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and
142 security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real
143 Property is located. All Personal Property and leases being conveyed or assigned with, at Seller's option, be subject to the lien of a security
144 agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the
145 performance thereon.

146 C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property
147 surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements
148 located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable
149 governmental regulations, the same shall constitute a title defect.

150 D. HOOD OR BROTHERHOOD ORGANIZATION: DELETED

151 E. INDEMNIFY AND DEFEND: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended
152 use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception
153 for lack of legal right of access.

154 F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant
155 specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is
156 unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a
157 Seller's affidavit and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's
158 representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing,
159 deliver and assign all original leases to Buyer.

160 G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any
161 financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to
162 the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time,
163 Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and maintenance men
164 in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and maintenance men, further
165 affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
166 paid or will be paid at the Closing of this Contract.

167 H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing
168 agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

169 I. TIME: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays
170 and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal
171 holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.

172 J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession
173 affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage
174 note, security agreements and financing statements.

175 K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's lien
176 (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money
177 mortgage and any mortgage assumed, mortgage title insurance commitment with related fees, and recording of purchase money mortgage,
178 deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing
179 services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title
180 evidence in accordance with Paragraph V.

181 L. PROMOTIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the
182 day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be
183 prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or
184 occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by
185 mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable
186 discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's
187 assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not
188 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of
189 Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage
190 and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser
191 for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be
192 requested upon receipt of current year's tax bill.

2
SUBJECT TO
COUNTER OFFER

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

225 M. (RESERVED - purpose only) (left blank)

226 N. INSPECTOR REPAIR AND MAINTENANCE: DELETED

227 O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of

228 restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration

229 shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of

230 Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the

231 Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this

232 Contract. Seller's sole obligation with respect to the damage by casualty or other natural occurrence shall be the cost of pruning or removal.

233 P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent raises adverse matters pursuant to Section

234 627.7841, F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth

235 above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more

236 than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify

237 Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely

238 cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and,

239 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by

240 special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights

241 against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

242 Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalents is authorized and agrees by acceptance of

243 them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this

244 Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this

245 Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or

246 until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the

247 circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such

248 actions. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of

249 accounting for any funds previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475,

250 F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit

251 wherein Agent interprets the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these

252 amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

253 The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is

254 due to willful breach of the provisions of this Contract or gross negligence of Agent.

255 R. ATTORNEY'S FEES: COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing

256 party in such litigation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any broker acting in agency or nonagency

257 relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees,

258 costs and expenses.

259 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the

260 deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon

261 liquidated damages, consideration for the execution of this Contract and in full settlement of any claims whatsoever. Buyer and Seller shall be

262 relieved of all obligations under this Contract or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If

263 for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this

264 Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for

265 damages resulting from Seller's breach.

266 T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in

267 any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the contract

268 permits, singular shall include plural and one gender shall include all. Notices and delivery given by or to the attorney or broker representing any

269 party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic

270 media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as

271 an original.

272 U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or

273 guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by

274 Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such

275 matters as may be otherwise provided for herein.

276 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this

277 Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties

278 intended to be bound by it.

279 W. SELLER DISCLOSURE: (1) There are no facts known to Seller materially affecting the value of the Property which are not readily

280 observable by Buyer or which have not been disclosed to Buyer; (2) Seller extends and intends no warranty and makes no representation

281 of any type, either express or implied, as to the physical condition or history of the Property; (3) Seller has received no written or

282 verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation;

283 (4) Seller has no knowledge of any repairs or improvements made to the Property without compliance with governmental regulations

284 which have not been disclosed to Buyer.

285 X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the

286 Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and

287 Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections,

288 including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been

289 maintained as required by this "AS IS" Standard. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at

290 Closing.

291 Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect

292 to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to

293 effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related

294 to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

295 Z. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate

296 licensee involved in the negotiation of the Contract for any defects or other damage that may exist at Closing of the Contract and be

297 subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

[Handwritten Signature]
 SUBJECT TO
 COUNTER OFFER



City of Miami Gardens Zoning Agenda Memo

Zoning Board Meeting Date:	December 7, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1 st Reading n/a		2 nd Reading	
		x		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes X		No	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A			
		X					
Sponsor Name:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY 16600 NW LC ENTERPRISE CORPORATION FOR A SPECIAL EXCEPTION USE TO ALLOW A CHILD CARE FACILITY IN THE R-25, MULTI-FAMILY RESIDENTIAL DISTRICT AT 16600 NW 25TH AVENUE, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR A DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background Information

The Applicant, 16600 NW LC Enterprise Corp. is requesting a special exception use to allow a child care facility at the property located at the southwest corner of N.W. 167 Street and N.W. 25 Avenue for up to thirty four (34) children with an age limit of three (3) years old. The child care facility will have three (3) classrooms, parent drop-off and pick up areas, staff parking, and outside recreation open space meeting all the requirements of the City's Land Development Regulations (LDRs).

Current Situation

**ITEM 10-B) RESOLUTION
PUBLIC HEARINGS
16600 NW LC ENTERPRISE CORPORATION**

The property is currently developed as a residential duplex approximately 1684 square feet in area on an 8090 square foot lot. There are several conditions which would need to be met in order to City staff to recommend approval. They are as follows:

1. That the plans submitted for building permit be substantially in compliance with plans submitted with this application labeled “Special Exception Application for 16600 NW 25 Avenue Daycare”, as prepared by Nyarko Architectural Group, Inc., consisting of sheets A-01, A-02, A-03, dated 10/21/2011.
2. That the childcare facility be limited to up to thirty four (34) children at any one time.
3. That the childcare hours of operation be limited to between the hours of 6:00am to 6:00pm Monday to Friday.

The applicant has met with staff and has agreed to these conditions.

Proposed Action:

Staff recommends approval of the proposed resolution with above referenced conditions.

Attachments:

EXHIBIT “A” LEGAL DESCRIPTION
EXHIBIT “B” STAFF RECOMMENDATION

RESOLUTION NO. 2011_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED
5 BY 16600 NW LC ENTERPRISE CORPORATION FOR A SPECIAL
6 EXCEPTION USE TO ALLOW A CHILD CARE FACILITY IN THE R-25,
7 MULTI-FAMILY RESIDENTIAL DISTRICT AT 16600 N.W. 25TH
8 AVENUE, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A"
9 ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF
10 REPRESENTATIONS; PROVIDING FOR A DECLARATION OF
11 RESTRICTIVE COVENANTS;; PROVIDING FOR AN EFFECTIVE DATE.

12
13 WHEREAS, the Applicant, 16600 NW LC Enterprise Corporation, is requesting a
14 special exception use to allow a child care facility at the property located at the S.W.
15 corner of N.W. 167th Street and N.W. 25th Avenue for up to thirty-four (34) children with
16 an age limit of three (3) years old, and

17 WHEREAS, the child care facility will have three (3) classrooms, parent drop off
18 and pick up areas, staff parking and outside recreation open space, which will meet the
19 requirements of the City's Land Development Regulations, and

20 WHEREAS, City staff recommends approval of the application, and

21 WHEREAS, the City Council has considered the testimony of the Applicant, if
22 any, and

23 WHEREAS, the City Council has also considered the testimony of the City's
24 Planning and Zoning staff and the staff report attached hereto as Exhibit "B", and
25 incorporated herein by reference,

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

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

31 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
32 hereby approves the Application submitted by 16600 NW LC Enterprise Corporation for
33 a special exception use to allow a child care facility in the R-25, multi-family residential
34 district at 16600 N.W. 25th Avenue, more particularly described on Exhibit "A" attached
35 hereto.

36 Section 3: DECLARATION OF RESTRICTIVE COVENANTS: The City
37 Council of the City of Miami Gardens hereby approves the Declaration of Restrictive
38 Covenants attached hereto as Exhibit "C."

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 ZONING MEETING HELD ON _____, 2011.

43

44

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48

49

50 **ATTEST:**

51

52

53

54 _____
RONETTA TAYLOR, MMC, CITY CLERK

55

56

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

58

59

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

61

62 Moved by: _____

63

64 **VOTE:** _____

65

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)

74
75
76
77

**EXHIBIT “A”
LEGAL DESCRIPTION**

16600 NW LC Enterprise Corp – Special Exception Child Care Facility
PH-2011-000076, December 7, 2011

**EXHIBIT “A”
LEGAL DESCRIPTION**

THE SOUTH 4.80 FEET OF LOT 2 AND ALL OF LOT 13, BLOCK 1 OF THE “NW 27TH HEIGHTS” ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 47, PAGE 55, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

Return to: (enclose self-addressed stamped envelope)

Name: Ronetta Taylor, City Clerk
1515 N.W. 167th Street
Building 5, Suite 200
Miami Gardens, Florida 33169

This Instrument Prepared by:

Sonja K. Dickens, Esquire
1515 N.W. 167th Street
Building 5, Suite 200
Miami Gardens, Florida 33169

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIONS

WHEREAS, 16600 NW LC Enterprise Corporation ("Applicant"), owns certain property located at 16600 NW 25 Avenue ("Property"), more particularly described on Exhibit "A," attached hereto, and

WHEREAS, the Applicant filed an Application with the City of Miami Gardens to request a special exception use to allow a child care facility at the property.

IN ORDER TO ASSURE the City of Miami Gardens that the representations made by the Applicant will be abided by, the Applicant, subject only to conditions contained herein, freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Site Plan.** That the plans submitted for building permit be substantially in compliance with plans submitted with this application labeled "Special Exception Application for 16600 NW 25 Avenue Daycare", as prepared by Nyarko Architectural Group, Inc., consisting of sheets A-01, A-02, A-03, dated 10/21/2011.
2. **Student Size.** That the child care facility be limited to up to thirty-four (34) children at any one time.
3. **Hours of Operation.** That the child care operation shall be limited between the hours of 6:00am to 6:00pm Monday to Friday.

4. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
5. **Covenant Running With The Land.** This Declaration on the part of the Applicant shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon the Applicant, and his heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.
6. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming from the date this Declaration is recorded. This Declaration shall be in effect for a period of thirty (30) years from the date of recordation in the public records of Miami-Dade County, Florida, after which time it shall be automatically extended for periods of ten (10) years. This Declaration may be modified, amended or released as to the Property or any portion thereof by a written instrument executed by the then Applicant(s) of the Property, and applicable mortgagees, if any, provided that same is approved by the City Council after public hearing. In such event, the Mayor or City Manager shall execute a written instrument suitable for recordation acknowledging such modification, amendment or release.
7. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City, or other procedure permitted under the City's Code, whichever by law has jurisdiction over such matters, after public hearing.
8. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may judge to be reasonable for attorney fees. This enforcement provision shall be in addition to any other remedies available at law or in equity. Jurisdiction shall be proper in Miami-Dade County.
9. **Authorization for Miami Gardens to Withhold Permits and Inspections.** In the event the terms of this Declaration are not complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further

permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

10. **Executed Copy to be provided to the City. Executed Copy to be provided to the City Clerk.** The Applicant shall be fully responsible for providing to the City Clerk an original and fully executed copy of the Declaration of Restrictions within thirty (30) days of the approval of this request by the City Council, unless an appeal is filed or otherwise the Director, for good cause shown, grants a time extension. If this is not accomplished, the approval shall become null and void. If circumstances prevent the Applicant from complying with this timeframe condition, the Applicant may request, in writing, an extension of said thirty-day timeframe in writing to the Development Services Director, who is authorized to take such action upon the request to approve, disapprove or approve with conditions such request.
11. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
12. **Recording.** The City, at Applicant's expense following the approval of the same by the City of Miami Gardens, shall file this Declaration of record in the Public Records of Miami-Dade County, Florida.
13. **Acceptance of Declaration.** Applicant acknowledges that acceptance of this Declaration does not obligate the City in any manner, nor does it entitle Applicant to a favorable recommendation for approval of any application, zoning or otherwise, and the City Council retains its full power and authority to deny each such application in whole or in part, and to decline to accept any conveyance.
14. **Applicant.** The term Applicant shall include the Applicant, and its heirs, successors and assigns.
15. **Waiver.** Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge such party from its obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

16. **Severability**. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.
17. **Entire Agreement**. This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement and exhibits supersede any prior correspondence, memoranda or agreements in total hereto.
18. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, Applicant has executed this Declaration.

Print Name: _____

16600 NW LC Enterprise Corporation
BY ITS:

Print Name: _____

PRESIDENT

Print Name: _____

Signature

Print Name

Print Name: _____

Date

ACCEPTANCE

The City of Miami Gardens, hereby accepts this Declaration of Restrictions hereby made by _____.

Attest:

CITY OF MIAMI GARDENS, FLORIDA

City Clerk

By: _____
Mayor Shirley S. Gibson

Date: _____

**STAFF RECOMMENDATION
PH-2011-000076**

APPLICATION INFORMATION

Applicant: 16600 NW LC Enterprise Corp.
Property Location: 16600 N.W. 25 Avenue
Property Size: .31 acres
Future Land Use: Commerce
Existing Zoning: R-25, Multi-family Residential
Requested Action(s):
1. Special exception use to allow a child care facility in the R-25 District.

RECOMMENDATION:

Staff recommends granting the special exception use for the child care facility at property located at 16600 N.W. 25 Avenue subject to the following conditions:

1. That the plans submitted for building permit be substantially in compliance with plans submitted with this application labeled “Special Exception Application for 16600 NW 25 Avenue Daycare”, as prepared by Nyarko Architectural Group, Inc., consisting of sheets A-01, A-02, A-03, dated 10/21/2011.
2. That the child care facility be limited to up to thirty four (34) children at any one time.
3. That the child care operation shall be limited between the hours of 6:00am to 6:00pm Monday to Friday

REVIEW AND ANALYSIS:

Neighborhood Land Use Characteristics

Property	Future Land Use Designation	Zoning Classification	Existing Use
Site	Commerce	R-25, Multi-Family Residential	residential duplex
North	Principal Arterial	n/a	SR 826/Palmetto Expressway
South	Neighborhood	R-1, Single Family Residential	single family residence
East	Neighborhood	R-1, Single Family Residential	Vacant
West	Neighborhood	R-1, Single Family Residential	single family residence

The property is currently developed with a 1684 square feet residential duplex use on an 8090 square foot lot. Access to the property is currently off N.W. 167 Street and also on N.W. 166 Street. To the west and south are single family homes, to the east is a vacant parcel, and to the north is the 826 Palmetto Expressway.

Project Summary/Background

- The applicant 16600 NW LC Enterprise Corp. is proposing to renovate the existing residential duplex and improve the property to operate a child care facility for thirty four (34) children up to three (3) years old.
- The duplex will be renovated into three (3) classrooms and the property improved to provide for ingress/egress off N.W. 25 Avenue with adequate drop-off and pick off for parents, staff parking, and landscaping and recreational open space.

Zoning History

There have been no relevant zoning actions on the property that impact the proposed special exception use.

Consistency with City of Miami Gardens Comprehensive Development Master Plan

The subject parcel is designated Commerce on the adopted 2006-2016 Land Use Plan (LUP) Map of the Future Land Use Element (FLUE) of the Comprehensive Development Master Plan (CDMP) of the City of Miami Gardens.

Objective 1.3 states:

“The Commerce designation is intended for planned urban commercial, urban industrial, urban cultural and economic hubs. The Commerce areas shall include existing and planned activity centers that are primarily located along the City’s three major roadway corridors.”

The proposed child care facility is a commercial activity that is conducted appropriately in the Commerce-designated areas along the major roadway corridors for convenience of access and minimizing impacts on residential areas. In this case, the use will be located with easy access off N.W. 167 Street a block east from the N.W. 27th Avenue exit off the Palmetto Expressway, both of which are major arterials of the City.

Conclusion: The child care facility use will be consistent with goals and objectives of the CDMP while protecting the public health, safety, and welfare by design and location.

Zoning Review and Analysis

The City Council may grant or deny approval of a special exception use request as set forth in Section 34-48(g) of the City’s Zoning and Land Development Code:

- (g) *Criteria for granting of special exception use approval. To authorize any special exception use, the zoning appeals board shall find all of the following:*
- (1) *The special exception use will be consistent with the city's comprehensive development master plan;*
 - (2) *The special exception use will be in harmony with the general character of the neighborhood considering population density, design, scale and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions, and number of similar uses;*
 - (3) *The special exception use will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and will cause no objectionable noise, vibrations, fumes, odors, dust, glare, electrical interference, or physical activity;*
 - (4) *The special exception use will have no detrimental effect on vehicular or pedestrian circulation and flow within the vicinity of the use. The special exception will not adversely affect the health, safety, security, morals, or general welfare of residents, visitors, or workers in the area;*
 - (5) *The special exception will not, in conjunction with existing and proposed development in the area and development permitted under existing zoning, overburden existing public services and facilities, including schools, parks, police and fire protection, water, sanitary sewer, public roads, stormwater drainage, and other public improvements and services;*
 - (6) *That the special exception use otherwise meets the definition standards set forth elsewhere in this chapter for such particular use; and*
 - (7) *That development, use and operation of the site will be in compliance with all applicable code regulations, development standards and any additional standards imposed by the city council or zoning appeals board with the intent of protecting adjacent properties and preserving neighborhood character.*

After review of the request for special exception use for a child care facility the following findings can be made:

- The proposed child care facility is located with frontage and access off N.W. 167 Street the feeder road for the Palmetto Expressway which minimizes impact and intrusion of non-residential traffic and congestion to the residential neighborhood to the south of the property.
- The child care facility will not increase the scale or bulk of the existing structure while maintaining the residential character of the neighborhood.
- The child care facility will be in compliance with all code and development standards that will minimize detrimental impacts on the surrounding area and not adversely affect the safety, security, and general welfare of the surrounding residents.
- The location of the property along a major roadway arterial has become undesirable for residential use and the child care facility will not have a detrimental impact on economic values or impact the development of surrounding properties while not overburdening existing public service facilities.

Conclusion

The proposed request for a child care facility meets the criteria set forth in the Zoning and Land Development Code for granting of the special exception use.

Anticipated Facilities Impact

General: Concurrency determinations are not finalized during the zoning approval process. Specific impacts will be determined at building permit review.

Public Notification/Comments

In accordance with the Land Development Regulations, two (2) notifications of the applicant's requests were mailed to property owners within five hundred (500) feet of the subject site to provide them an opportunity to comment on the application. No comments were received from property owners within that radius at the date of this writing. (See Mailed Notice Radius Map, attached).

Attachments:

- Letter of Intent
- Hearing Map-Zoning
- Hearing Map-Aerial
- Mailed Notice Radius Map
- Submitted Plans and Survey

LETTER OF INTENT

**16600 NW LC ENTERPRISES CORP.
8958 NW 120 Street
Hialeah Gardens, FL 33018
305.457.9433**

November 7th, 2011

Planning Zoning Administrator
Planning & Zoning Department
City of Miami Gardens

Letter of Application for Special Exception Use

Please allow this to serve as my formal letter of application to request the city council to grant a special exception use in the R-25 district, at an address described as 16600 NW 25th Avenue, to permit the conversion of an existing duplex into a Childcare Center.

The site fronts the Palmetto Expressway and it opposite to a Jackson Memorial Hospital Center. It is also very proximate to the commercial district of the 27th Avenue. The facility will not be a disturbance to the adjacent neighborhood, but rather a welcome service. The necessary planning and Zoning recommendations to permit this use will be implemented as part of the renovation process.

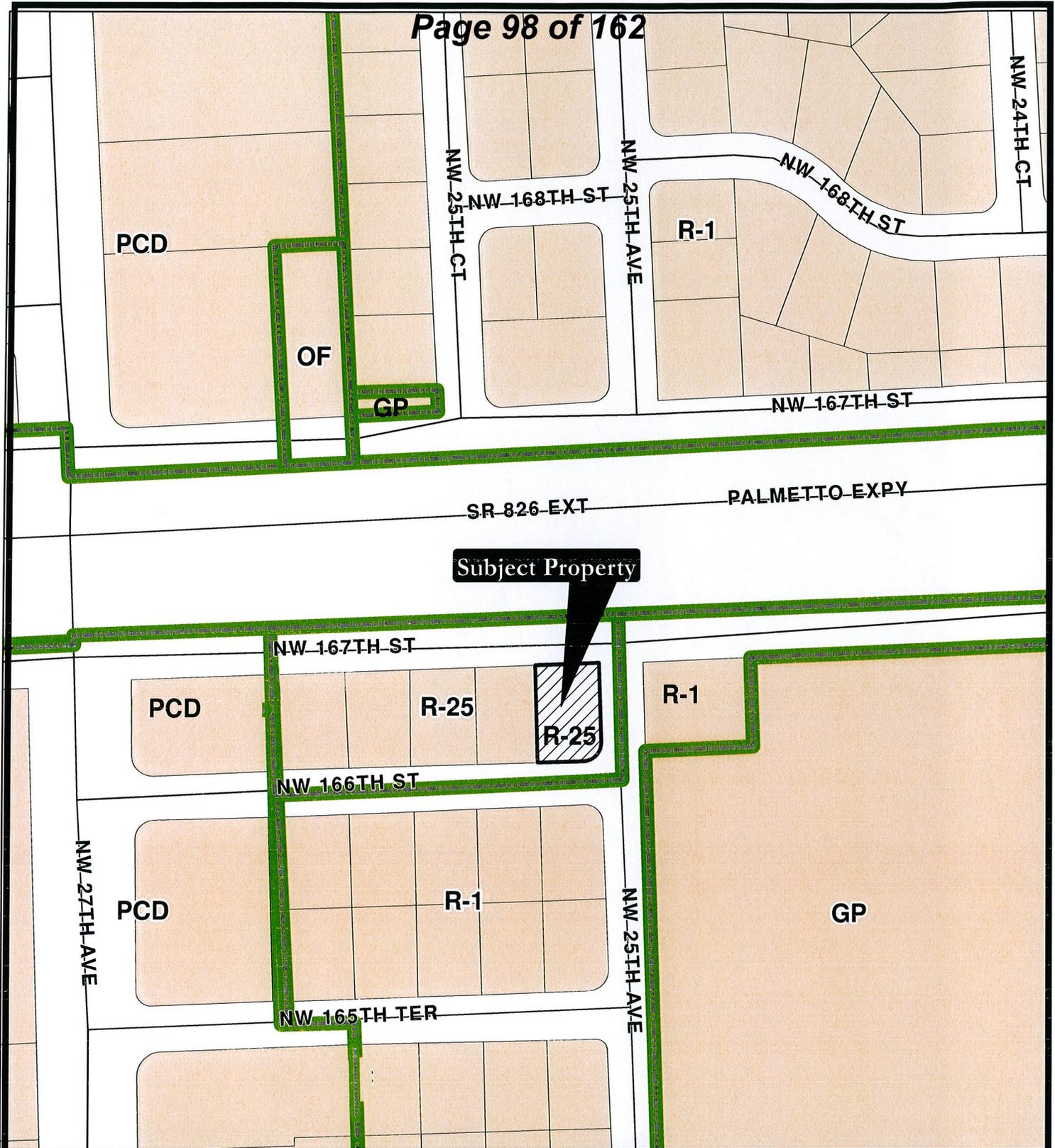
The ages we will be serving will be from 0-3 years of age. We currently have an operating business (childcare- Private School) we serve ages of 0- 2nd Grade. We have been in business for 6 years in the City of Miami Gardens; this will be our second location. We have met with planning and zoning and have met the required requirements needed to have this project going. I strongly believe we have been bringing love, encouragement, discipline, Strong Education Skills, Fun Play, and extraordinary care to the children in this city and our hopes is to provide a better future to these children.

Sincerely,

16600 NW LC enterprises Corp.

Administrator

HEARING MAP-ZONING



HEARING MAP: ZONING



City of Miami Gardens
 Planning & Zoning Department

 Subject Property Zoning: R-25

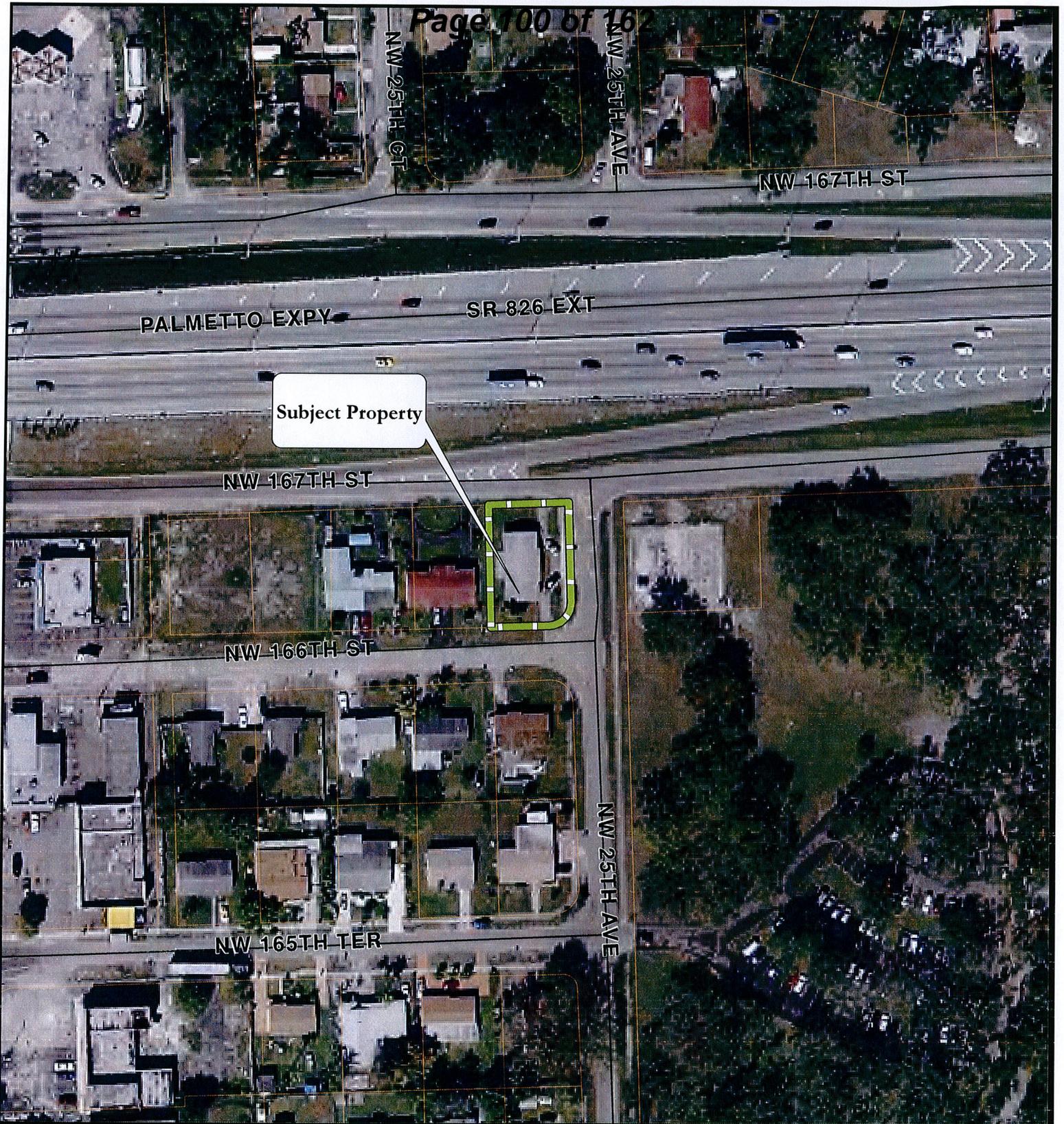
Applicant:
 Little Rascals Learning Center

Project Location: 16600 NW 25 AVE
 Miami Gardens, FL 33054



1 inch = 149 feet
 November 2011

HEARING MAP- AERIAL



Subject Property



City of Miami Gardens
Planning & Zoning Services

 Subject Property

Applicant:
Little Rascals Learning Center

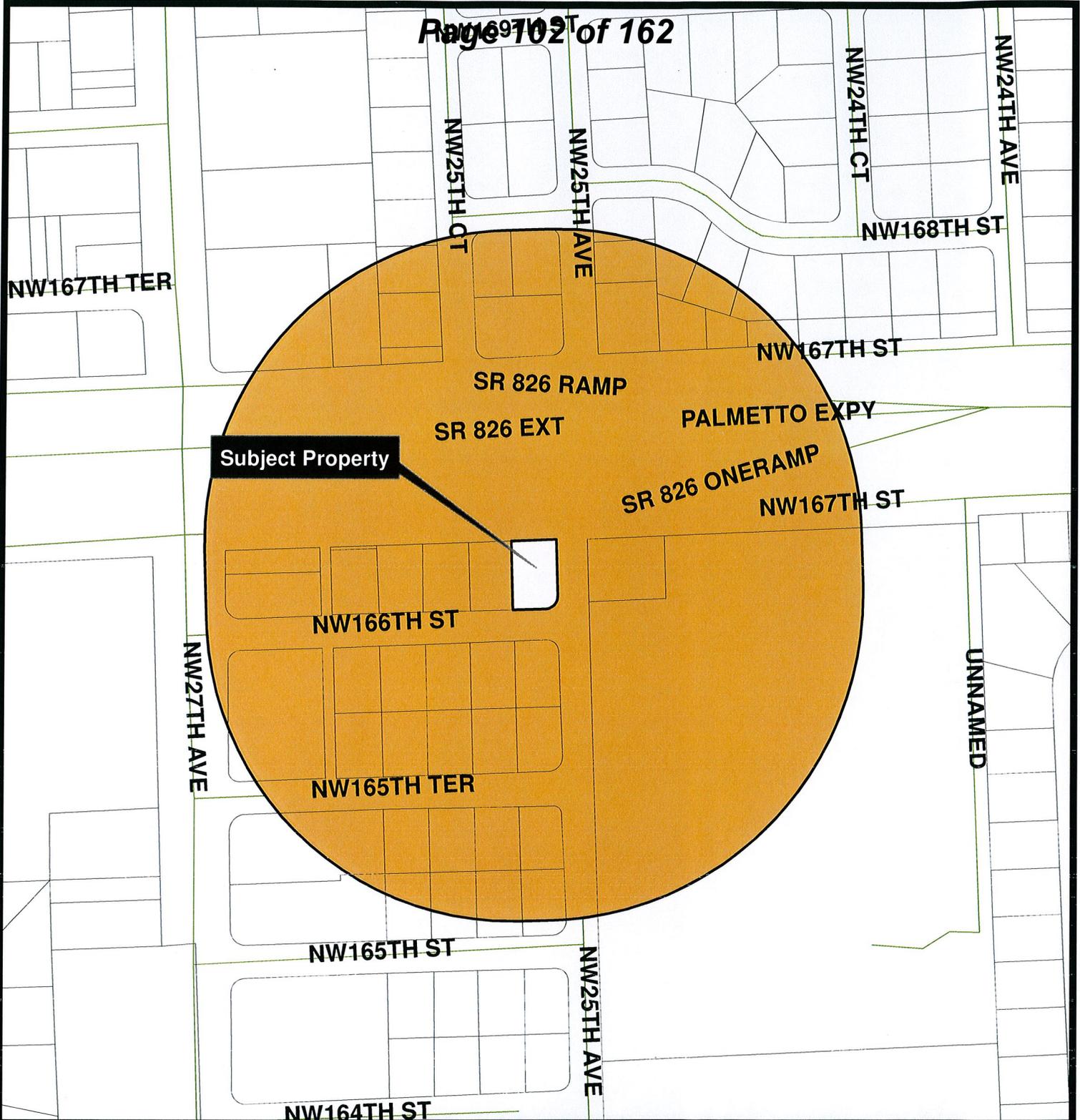
Project Location:
16600 NW 25 AVE
Miami Gardens, FL 33054



1 inch = 115 feet

November 2011

MAILED NOTICE RADIUS MAP



Subject Property

MAILED NOTICE RADIUS MAP



City of Miami Gardens
Planning and Zoning Services

 Subject Property  500 Ft. Radius

Applicant:
Little Rascals Learning Center

Project Location:
16600 NW 25 Avenue
Miami Gardens 33054



1 inch = 212 feet

November 2011

SUBMITTED PLANS AND SURVEY

SPECIAL EXCEPTION APPLICATION FOR 16600 NW 25 AVENUE DAYCARE

- A-01 SITE / LANDSCAPE PLAN, NOTES
- A-02 DEMOLITION PLAN, IMPROVEMENT PLAN
- A-03 ELEVATION, SCHEDULES





OWNER:	CECILIA LANUZA
LOCATION:	16400 NW 25 AVENUE OPA-LOCCA, FLORIDA
DESCRIPTION:	SPECIAL EXEMPTION APPLICATION FOR DAYCARE

SHEET INDEX:	ELEVATIONS
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DATE:	10/25/2011
SHEET NO.:	A-03

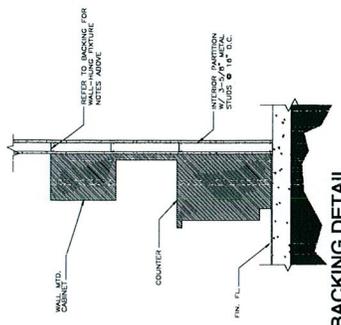
DOOR SCHEDULE				REMARKS	
MARK	WIDTH	HEIGHT	THRESHOLD	FINISH	
1	3'-0"	6'-8"	1 3/4"	METAL	DIAG. BR. LOCK HANDLE
2	3'-0"	6'-8"	1 3/8"	WOOD	STORM RESISTANT
3	3'-0"	6'-8"	1 3/8"	MARBLE	TYPE HANDLE & AUTO
4	2'-4"	6'-8"	1 3/8"	H.C. WD	UPWARD DOOR
5	3'-0"	6'-8"	1 3/8"	H.C. WD	W/DOOR
6	2'-4"	6'-8"	1 3/8"	H.C. WD	HANDLE LEVER TYPE

WINDOW SCHEDULE				REMARKS
MARK	SIZE (WxH)	FINISH	TYPE	REMARKS
A	37" x 58-1/2"	FIXED	BRONZE	
B	53-1/8" x 64"	FIXED	BRONZE	
E	37" x 26"	FIXED	BRONZE	

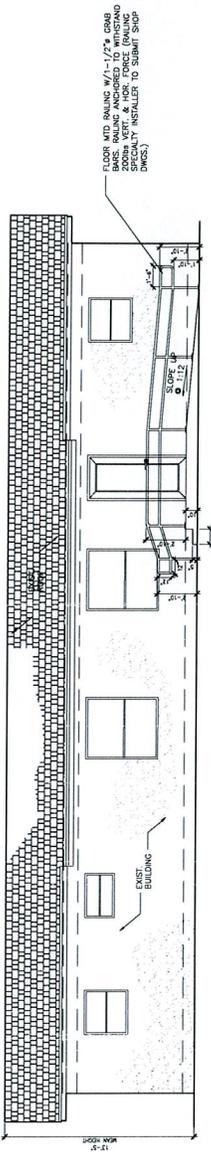
NOTE: 1. ALL GLASS TO BE OF TYPE: MINIMUM STRENGTH GLASS OF 1/2" THICKNESS TO MEET ALL LOCAL CODES.
 2. SHADING COEFFICIENT OF GLASS TO BE 0.25 OR BETTER.
 3. CONTRACTOR TO VERIFY THAT ALL WINDOWS BEING REPLACED MATCH EXISTING WINDOW SCHEDULE.
 4. ADDITIONAL TO INSPECT AND REPLACE ALL DAMAGED CERAMIC TILE SURFACES.

WINDSTORM PROTECTION:
 PROVIDE APPROVED STORM SHUTTERS ON ALL WINDOWS

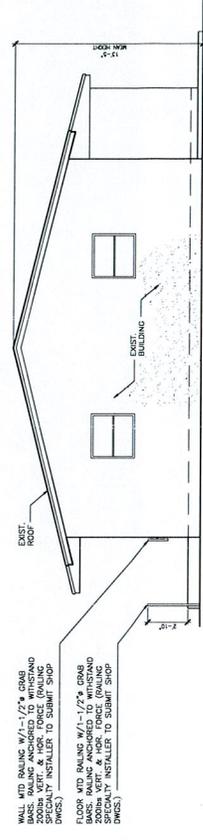
BACKING FOR WALL-HUNG FIXTURE NOTES
 STEEL STUD SUPPORTING WALL HUNG PLUMBING FIXTURES OR CABINETS SHALL BE CONNECTED TOP & BOTTOM TO PREVENT SIGNIFICANT END ROTATION OR DISPLACEMENT. ALL STUDS SHALL BE 2X4 OR LARGER. STUDS LESS THAN TWO STUDS SHALL BE INSTALLED FOR THE ATTACHMENT OF EACH WALL HUNG PLUMBING FIXTURE OR CABINETS (OR SUPPORTS BE PROVIDED AS PER FIXTURE MANUFACTURER'S REQUIREMENT).



BACKING DETAIL FOR WALL HUNG FIXTURE



EAST ELEVATION



NORTH ELEVATION



City of Miami Gardens Zoning Agenda Memo

Zoning Board Meeting Date:	December 7, 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>	1 st Reading		2 nd Reading	
		x		n/a			
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes		No	
						X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:			
		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:	Dr. Danny Crew, City Manager		Department:	Planning and Zoning Department			

Short Title:

Information Item – Update on City’s Landscape Manual and Landscape Regulations

Staff Summary:

Background Information

On April 7, 2010 the City’s Land Development Regulations (LDRs) were adopted, which in part, contains reference to the City’s Landscape Manual to provide specific, technical and general guidance when applying the City’s landscape and buffering requirements. The City has been utilizing the Miami-Dade County Landscape Manual while developing its’ own Landscape Manual specific to the City of Miami Gardens.

In addition, the City’s landscape regulations govern tree removal and relocation permits which require a Miami-Dade DERM approval prior to the City issuing its’ own permits. In order for the City to issue tree removal and relocation permits without first requiring DERM approval the City’s landscape regulations must first be certified by DERM as being compliant and consistent with DERM regulations.

**ITEM 11-A) MANAGER REPORT
Landscape Manual Update**

Current Situation

The City's landscape regulations deal primarily with two (2) categories of users; residents and residential properties and all other users i.e. commercial, industrial, institutional etc. The City's Landscape Manual will be separated into a Part 1, which deals with residents and residential properties; and a Part 2, which will deal with professional plans preparation for more complicated uses such as commercial and industrial properties. Attached is the first draft of Part 1 for residents, which is being finalized for use in the early part of 2012.

The City has submitted to DERM the landscape regulations for certification which will allow the Planning and Zoning Department to administer the landscape regulations for tree removal and relocations without first requiring DERM approval. This submittal is currently being reviewed by the County's Attorney's office for comments and is expected to take several weeks, at which time comments, amendments, additions etc. will have to be addressed to obtain certification.

Proposed Action:

No action is necessary on this item.

Attachments:

- City of Miami Gardens Landscape Manual – Part 1 - Residents
-

City of Miami Gardens Landscape Manual – Residents



Prepared by City of Miami Gardens Planning and Zoning Department – 2011

DRAFT

This Manual is for the residents of Miami Gardens and includes information on the following :

- Choosing your tree
- Planting your tree
- Proper tree pruning
- Choosing a tree service/arborist
- Hurricane preparedness for the landscape
- Pruning tools
- Ten most asked questions about trees
- Some Do's and Don'ts of tree care
- Tree Removal Application and Instructions for filing an application

Dear Residents,

Most of us enjoy the beauty and shade that trees provide around our homes, places of work, and urban environments. While there is no doubt that trees are a great asset, the rapid growth and development of Florida often appears to be the mortal enemy of our tree resources. This need not be the case. Tree reservation can be compatible with development. Trees and must be respected as living, breathing organisms. We encourage all property owners to join us by improving and maintaining their properties. If we all take pride in our community, the City of Miami Gardens will be a nicer place to call home.

Choosing Your Tree

The quality or grade of a tree at planting can have a large impact on its longevity in the landscape. Better grades of trees will require less pruning after planting and they will become established more quickly. You should always ask for trees graded Florida # 1 when buying new trees from a nursery. Choosing the "right tree" for the "right place" is one of the most important landscaping decisions you will make. Proper planning can help you to avoid future problems from cracked sidewalks to power outages.

- Find out how large the tree will be when it matures can reduce your future pruning.

- Make sure branching is evenly balanced on all sides of the tree.
- Check that tree does not have physical damage to the trunk or branches.
- Make sure containerized trees are not pot-bound or have roots extending out of the container.
- Whenever possible, choose tree species that are native to the South Florida area.

Planting Your Tree

- Plastic "Grow Bags" must be removed before planting.
- Turn over the soil within an area equal to several diameters of the root ball and to a depth equal to the bottom of the root ball.
- The depth of planting should be close to the original depth. Insure that the trunk flair, (where the trunk widens) is just above the surface allowing air to circulate.
- It is essential to "water in" or soak the root ball to assure the removal of air pockets in the soil and get moisture into the roots. Water beyond the root ball to promote root extension.

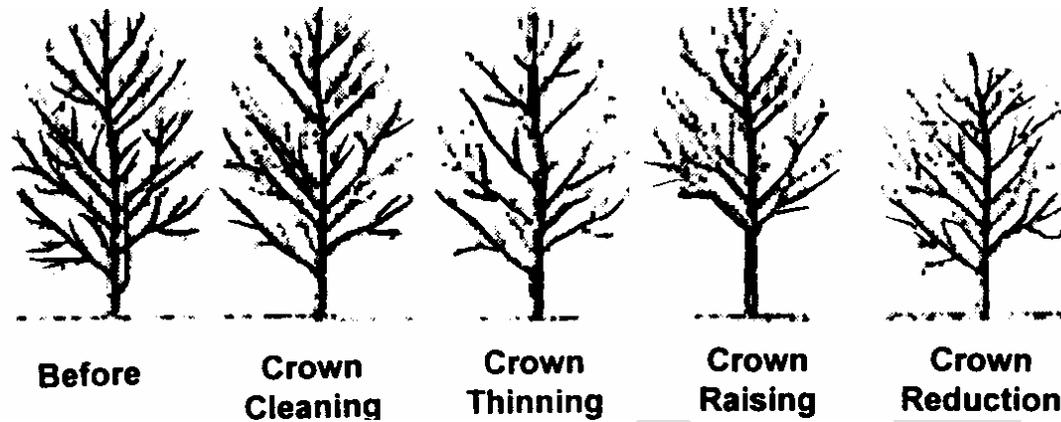
Proper Tree Pruning

Pruning is the selective removal of plant or tree shoots and branches. Pruning is used to enhance safety, to improve the health, control the growth, or enhance flowering, fruiting or appearance of the plant or tree. Pruning should be a routine part of plant maintenance and not be delayed until the landscape is over

grown. Trees should be pruned for the first time 2 to 5 years after planting, then every 5 to 7 years thereafter. Pruning is best done from winter to early spring (before new growth starts) because wounds close quickly as growth starts in the spring and insect and disease infestations are less likely.

Step back and look at the tree to be pruned. Try to imagine what it will look like when it is going to be larger, and remember that tree limbs will increase in diameter and lengthen but will not move upward on the trunk as the tree grows.

Pruning according to ANSI A300-95



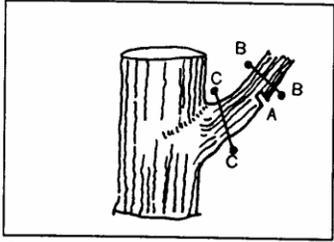
Pruning should be done according to American National Standard ANSI A300-95, tree, shrub and other woody plant maintenance standard practices. This standard is intended to apply to any person or entity engaged in the business, trade, or performance of repairing, maintaining, or preserving trees.

Crown cleaning: The removal of dead, dying, diseased, crowded, weakly attached, low-vigor branches, and water sprouts from a tree's crown. **Crown thinning:** Remove branches to increase light and air penetration while maintaining the tree's natural shape. **Crown raising:** Remove lower branches from a tree to provide clearance for buildings, vehicles, pedestrians and vistas.

Crown reduction: Reduce the size of a tree often to provide clearance for utility lines. Reducing the height or spread of a tree is best accomplished by pruning back the leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third the diameter of the cut stem). Compared to topping, this helps maintain the form and structural integrity of the tree.

Proper pruning cuts

In order to make a proper pruning cut, you must first locate the branch collar. The branch collar is an extension of the main stem of the tree where the branch joins the main trunk. Cutting into the branch collar allows decay to expand into the main trunk of the tree.



Removing a branch over 1 1/2" diameter. First cut at "A" until saw binds, then cut at "B-B" 2 to 4 inches beyond "A" until the branch fall, then cut at "C-C", outside of the branch collar.

When pruning:

- Always make pruning cuts on the outside of the branch collar.
- Do not leave branch stubs, living or dead.
- Use sharp hand tools designed for pruning, and wear safety equipment.
- Do not paint wounds with pruning paint. It does not prevent decay and may interfere with wood closure.
- Homeowners should not climb a tree to prune limbs or attempt to prune limbs near overhead power lines.
- Never remove more than 1/3 of the live crown in a single pruning.

Pruning palms

Use special care when pruning palms. A palm will die if the terminal bud is cut or injured. Some palms such as the Royal Palm will naturally shed old fronds. If they are growing where falling leaves may be hazardous, remove leaves before they drop. Other palms do not shed fronds as they die. These fronds should be removed because they often harbor insects and rodents, and may become a fire hazard. Cut all palm fronds from the underside tearing the fibers of the palm stem.

Choosing a Tree Service/Arborist

It is important to choose a tree care professional. Good arborists will be familiar with proper standards and are able to assist you with all phases of tree maintenance. Homeowners who rush to accept the service of a tree expert are frequently taken advantage of by fly-by-night amateurs with a pickup truck and

chainsaw. The result of this is poor quality work, and that creates additional long-term costs. The arborist (tree care professional) you will want to hire should:

- Have an occupational license and a bona fide business in the community.
- Be listed in the telephone directory "yellow pages" commonly under tree service.
- Be fully insured for property damage, personal liability and worker compensation.
- Be a member of a professional association such as the National Arborist Association, the Florida Arborist Association, the International Society of Arboriculture, or the American Society of Consulting Arborist.

Hurricane Preparedness for the Landscape

Pre-hurricane tree pruning

South Florida's hurricane season goes from June 1 to November 15. When a hurricane watch or hurricane warning is announced, it is almost too late to start pruning trees to prevent hurricane damage. Trimming trees during squally weather is highly hazardous to the person doing the pruning and may harm objects in the area, particularly electrical lines. The time to prune is well before a hurricane watch is announced. The best months of trimming are November, December and January, when the trimmer can use good judgment and will be able to haul away major trimmings or have them chipped and piled up.

Prune for strength and form

Prune for strength by removing:

Multiple trunks or co-dominant leaders to encourage the growth of one main trunk
Injured, diseased and dead branches
Rubbing branches

Prune for form by removing:

Excess lateral branches to produce a ladder effect at maturity ☐Water sprouts and root suckers ☐Limbs that turn inward, cross or extend Topping and excessive lifting will damage the tree Both methods of pruning listed below increase the chances of wind damage in the long run, are violations of City of Miami Gardens and Miami-Dade County Ordinances, and can incur fines to both the tree service and the property owner.

Topping

Topping is a type of pruning where most of the canopy is removed from the tree, leaving mostly branch stubs. Topping initiates decay in the trunk and main branches and attracts wood boring insects. Topping a large tree causes excessive sprouting of weakly attached new branches, and increases wind resistance by

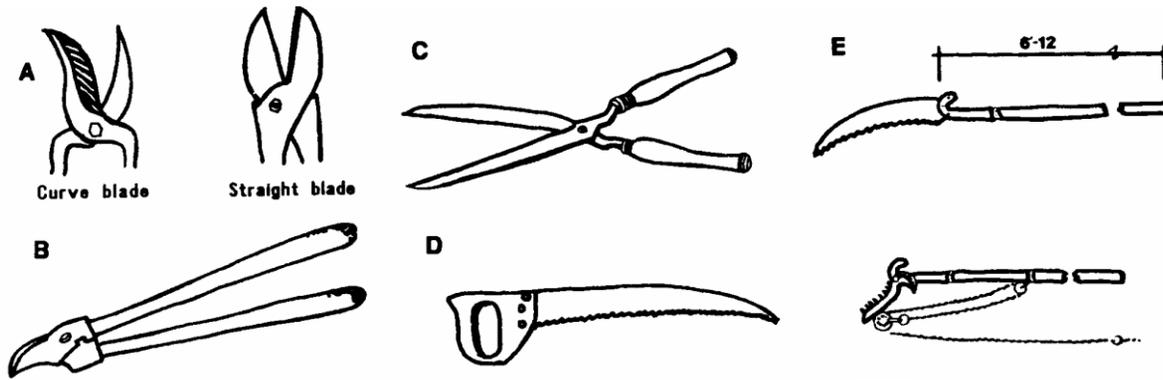
creating denser branching patterns. Never top a tree or allow anyone to top one of your trees. Competent arborists do not top trees. Topping is a violation of City of Miami Gardens and Miami-Dade County ordinances!

Excessive Lifting

Lifting trees is a common pruning where the lower branches of the tree are removed to provide clearance for cars, structures, etc. Over lifting, or excessive thinning of trees is a poor pruning practice. This type of pruning creates a condition where trees become top-heavy, reduces trunk taper and increases chances of branch breakage. It also disfigures the natural form of the tree. ☐Over lifting of trees is a violation of City of Miami Gardens and Miami-Dade County ordinances!

Pruning Tools

Basic tools used in pruning are hand pruner, loppers, hedge shears and saws (see figure). Hand pruners are used for small branch and twig cleanup, loppers for branches up to ½ inch in diameter, pruning saws for larger branches and hedge shears for trimming closely clipped formal hedges only. Both shears and saws are available on poles, which are handy to prune difficult to reach branches.



Pruning tools

(A) Hand pruners are used to cut branches less than 1/4" in diameter. (B) Loppers are used to cut branches up to 1/2 in diameter. (C) Hedge shears are used to shear formal hedges. (D) Saws are used to remove larger branches. (E) Pole saw and pruner are used to prune difficult to reach branches.

Ten Most Asked Questions about Trees

Q: Do I need a Permit to remove a tree in City of Miami Gardens?

A: Generally speaking yes, however, the following trees are exempted: Florida Holly (Brazilian Pepper), Melaleuca, Schefflera, Norfolk Island Pine and Australian Pine.

Q: Will the City trim the trees in the swale areas?

A: Only in cases where they block a street light or a traffic sign.

Q: Will the City remove trees in the swale areas?

A: Only in cases where a tree interferes with a street light, fire hydrant, storm water drain or are deemed to be hazardous.

Q: Who maintains the trees located in the swale areas?

A: By Ordinance, the owner of that property that abuts a swale where the tree is located, is responsible for the care and maintenance of that tree, as well as any sidewalk.

Q: Why do we have to replace a tree we remove?

A: To replenish lost tree canopy. It is estimated that the City of Miami Gardens at present has less than 50% of the desired level of green canopy. Replacement of trees helps to increase the City's desirable canopy levels.

Q: My neighbor's tree is growing into my property and he refuses to trim it; will the City require him to trim his tree?

A: The City considers this a dispute between neighbors and cannot get involved unless the tree is causing a hazardous situation.

Q: If my neighbor won't trim his tree and the City won't make him, what can I do?

A: You may trim that part of the tree that extends over your property, but by Ordinance you are required, when trimming trees, to use The American National Institute A-300 Standards.

Q: Do we need a Permit to plant trees?

A: No. However, in swale areas there are requirements concerning: streetlights, alley and street intersections, fire hydrants, storm drains, overhead power lines, width of swale, and the type of trees allowed in these areas. Consultation with the City's Landscape Inspector is advised.

Q: How can we obtain a tree removal/relocation permit?

A: Permits are available in 1515 N.W. 167 Street, 305-622-8023 and staff will fax an application to you.

Q: Whom do I contract with to cut my tree?

A: Anyone who adheres to the American National Institute A-300 Standards and can produce the appropriate licenses and insurance binders.

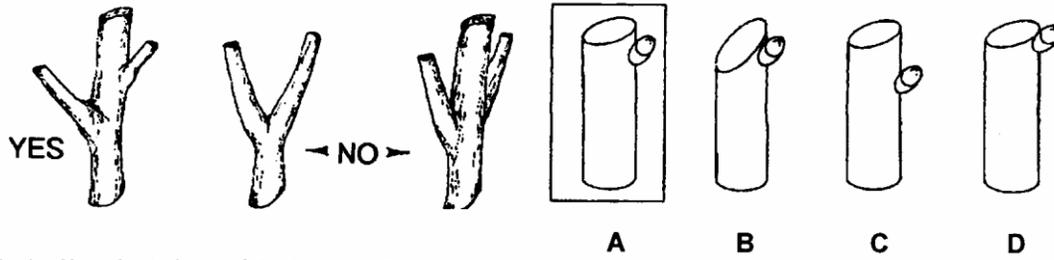
Some DO'S and DON'Ts of Tree Care

DOs

- When trimming trees, do adhere to the American National Institutes A-300 Standards, which can be obtained from the Planning and Zoning Department.
- Do obtain a permit when removing or transplanting a tree, from the Planning and Zoning Department, 1515 N.W. 167 Street, Miami Gardens, FL 33169.
- Do make sure, when hiring a tree trimming company that they are Certified Arborists or they adhere to the A-300 Standards. They must have a valid occupational license and current insurance.
- If you have to climb a ladder to trim a tree, do hire a professional tree trimmer instead.
- Do contact the City's Landscape Inspector, at 305-622-8023, when questions arise concerning trees within the City.

DON'Ts

- Don't trim a tree that is growing within striking distance of power lines, only FPL or professional tree trimmers are trained to perform this procedure.
- Don't be pressured by door-to-door tree trimmers into having your trees trimmed. Obtain bids by other tree trimmers in the business and compare.
- Don't plant or cultivate nuisance trees, a list can be obtained from the Office of Planning (954) 921-3471.
- Don't top or hatrack a tree (cutting off its top). This is a violation of City of Miami Gardens and Miami-Dade County. Don't paint wounds with pruning paint. It will not prevent decay and may inhibit wound closure.
- Don't leave sod around trees, replace it with mulch. Lawn mowers and string trimmers can cause severe damage to the tree.
- Don't over-prune trees (removing over 1/3 of the canopy).



Angle of branch attachment: Select branches with a wide angle to the trunk and remove those growing in a nearly vertical position. Forked trunks are dangerous. One of the forks should be removed as soon as it is recognized.

Proper pruning angle: "A" is a correct cut, "B" is too slanted, "C" is too far from the bud and "D" is too close to the bud.

DRAFT

APPENDIX

The following are samples of City of Miami Gardens and DERM forms and instructions for filing application for the following:

- Landscape Plan Approval for new installation of landscape
- Tree Removal and Relocation Permit application for the removal or relocation of trees
- DERM Tree Removal and Relocation Permit application for the removal or relocation of trees
- Keep Miami Gardens Beautiful Community Beautification Grant Information
- Community Beautification Grant Application
- Beautification Award Nomination Form
- Recommended Trees

SAMPLE OF CITY OF MIAMI GARDENS TREE REMOVAL AND RELOCATION APPLICATION AND INSTRUCTIONS ON FILING THE APPLICATION

*Development Services Department
1515 NW 167th Street, Bldg.5, Suite 200
Miami Gardens, Florida 33169
Phone: (305) 622-8023
Fax: (305) 622- 8857
www.miamigardens-fl.gov*



Office Use Only

Date Received: _____

Process No. _____

**LANDSCAPE PLAN APPROVAL APPLICATION
(Single Family Residence, Duplex, Townhouse)**

TYPE OF APPLICATION (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Residential (single family, duplex, townhouse) | <input type="checkbox"/> Landscape plan revision |
| <input type="checkbox"/> New home construction | <input type="checkbox"/> Pending building permit |
| <input type="checkbox"/> Existing tree removal/relocation required | |

APPLICANT INFORMATION:

APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Name of Applicant:

Mailing Address:

City:

State:

Zip:

Phone#:

E-mail:

OWNER INFORMATION:

OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners):

Mailing Address:

City: State: Zip:

Phone#: E-mail:

PROJECT INFORMATION:

1. PROJECT NAME:

2. LIST FOLIO NUMBER OF ALL PARCELS:

ADDRESS OR LOCATION OF PROPERTY:

(for location, provide general location i.e. NE corner of, etc.)

SUBMITTAL CHECKLIST

Required	Provided	Description
<input type="checkbox"/>	<input type="checkbox"/>	Application – original application <u>completely</u> filled out and properly executed.
<input type="checkbox"/>	<input type="checkbox"/>	Landscape plans – two (2) sets of landscape plans showing the required information. Please see attached instructions and guidelines for information required.
<input type="checkbox"/>	<input type="checkbox"/>	Landscape Plan Table – two (2) copies of completed table required. Follow instructions and complete the table. Instructions and blank table are provided with the Instructions and Guidelines enclosed.
<input type="checkbox"/>	<input type="checkbox"/>	Tree Removal/Relocation Permit – required ONLY if there are any trees to be removed or relocated requiring a permit. This is a separate application. See Instructions and Guidelines enclosed for details.
<input type="checkbox"/>	<input type="checkbox"/>	Applicant Affidavit – fully executed. See enclosed.

Fees: See fee schedule below.

FEE SCHEDULE

<u>Description</u>	<u>Fee</u>	<u>Applicable</u>
Landscape Plan review fee	\$50.00	\$50.00
80% Discount until April 2012	80% discount	\$- 40.00
Subtotal		\$10.00
Surcharge of 15%	\$15%	\$1.50
Grand Total		\$11.50

NOTE: Please make all checks payable to 'City of Miami Gardens' / Cash, Credit or Debit accepted

APPLICANT AFFIDAVIT

PROPERTY OWNER

(I)(WE), being first duly sworn, depose and say that (I am) (we are) the owner, duly authorized to sign on behave of the property owner, of the property herein described and which is the subject matter of the proposed application. (I)(WE) certify that all the forgoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

And,

(I) (WE) hereby authorize _____, as the contractor , applicant or contact person to submit and obtain the necessary permit(s).

Property Owner Signature: _____ Print Name: _____

Sworn to and subscribed before me on the _____ day of _____, 20____.

Personally known to me Produced Identification Type of Identification _____

Notary
(Stamp/Seal)

Commission Expires:

INSTRUCTIONS AND GUIDELINES FOR FILING THIS APPLICATION

The following information is provided as general instructions and guidelines for completing this application. Specific requirements and details provided in the City's Land Development Regulations and the City's Landscape Manual may apply that will impact your application. Applicants should refer to all applicable regulations prior to filing an application and should include all necessary information for compliance with the City's landscape regulations.

Code requirements. Please refer to **Article XIV, MINIMUM LANDSCAPE AND BUFFERING REQUIREMENTS, FENCES, WALLS, HEDGES, of the City's Land Development Regulations** for specific regulations that may impact your application. The City's Land Development Regulations is available on the City of Miami Garden's website www.miamigardens-fl.gov

STEP 1: Determine if you require a landscape plan approval.

When is a Landscape plan approval required. Prior to the issuance of a building permit, a landscape plan shall be submitted to and approved by the Administrative official or his designee, except for City installation of landscape and related improvements in rights-of-way. A landscape permit is required for all landscape installations including new single family homes that are not part of a planned community. No trees or other plant material may be planted in public rights-of-way (swale areas) without a landscape permit from the city.

STEP 2: Prepare your landscape plans and landscape plan table.

Preparing a Landscape plan. A landscape plan may be in the form of a survey, plot plan or drawing that may be prepared by the owner or the owner's representative showing required landscaping detail, including quantity, size and location of shade trees, street trees, sod, lawn and ground cover. Plans shall list the species, common name, size and caliper of the species to be planted, and note any trees to be removed or relocated. Landscape plans shall include a Landscape Plan Table providing the required information. The Landscape Plan Table is attached which is required to be completed and submitted with this application.

STEP 3: Determining what are the landscape requirements.

All single family residences, duplex and townhouse units are required to provide the following landscaping:

Residential shade trees. Three (3) shades required per lot. Trees shall be planted to as to provide shade to residential structures that are of a height of thirty-five (35) feet or less. At least two (2) required shade trees shall be positioned in the energy conservation zone as defined herein this chapter. All exterior air conditioning units, except for air conditioning units placed on the roof, shall be shaded by trees and/or shrubs as referenced in the City's Landscape Manual. Individual townhouse units shall be required to meet the same standards as single family residences.

One (1) required shade tree shall be allowed to be substituted with a minimum three (3) palm trees.

Street trees. One (1) street tree required per 25.0' of lot frontage.

- (1) **Height, spacing and species.** Street trees shall be of a species as listed in the Landscape manual and which normally mature at a height of at least twenty (20) feet. Street trees shall have a clear trunk of four feet, an overall height of fourteen (14) feet and a minimum caliper of three (3) inches at time of planting, and shall be provided along all roadways at a maximum average spacing of twenty five (25) feet on center, except as otherwise provided in these tree regulations. The twenty five (25) foot average spacing requirement for multiple single-family units such as zero-lot-line and townhouse units shall be based on the total linear footage of roadway for the entire project and not based on individual lot widths. Street trees shall be planted no further apart than sixty (60) foot intervals and no closer than eighteen (18) feet apart depending on the species.
- (2) **Swale areas.** Street trees shall be placed within the swale area or shall be placed on private property where demonstrated to be necessary due to right-of-way obstructions as determined by the administrative official. Street trees planted along private roadways shall be placed within seven feet of the edge of roadway pavement or, where present, within seven feet of the sidewalk. Suggested canopy trees that are drought tolerant are strongly encouraged. Appropriate types of street trees shall be in compliance as listed in the landscape manual.
- (3) **Exceptions.**
 - (A) **Power lines.** Where the height and location of overhead power lines require the planting of low growing trees, street trees shall have a minimum height of eight (8) feet, a minimum caliper of two (2) inches at time of planting with a maximum average spacing of twenty five (25) feet on center.
 - (B) **Street lights.** No street trees shall be located closer than twelve (12) feet from street lights, no palms may be closer than seven (7) feet.
 - (C) **Electric, utility lines.** The spacing of trees from electric utility lines must follow those guidelines established by Florida Power and Light publication "Right Tree, Right Place, available from the Public Work's office.

Shrubs, hedging. Thirty (30) required. A continuous, extensively planted greenbelt of shrubs and hedging shall be provided along all property lines abutting a public rights-of-way in accordance the following minimum standards:

All shrubs shall be a minimum of eighteen (18) inches in height when measured immediately after planting. Shrubs shall be provided at ratio of ten (10) per required tree. Of the provided shrubs at least:

1. Thirty (30) percent shall be native species; and
2. Fifty (50) percent shall be low maintenance and drought tolerant; and
3. Eighty (80) percent shall be listed in the City's Landscape Manual.
4. When used as a visual screen, buffer, or hedge, shrubs shall be planted at a maximum average spacing of thirty (30) inches on center or if planted at a minimum height of thirty-six (36) inches, shall have a maximum average spacing of forty-eight (48) inches on center and shall be maintained so as to form a continuous, unbroken and solid visual screen within one (1) year after time of planting, except penetrated only at approved points for ingress or egress to the property. Shrubs used as a buffer, visual screen, or hedge need not be of the same species.
5. The height of any hedge shall not exceed eight (8) feet in height.
6. Hedges may be placed on the property lines, however, this regulation shall not be construed to permit such hedges to extend beyond the official right-of-way lines or property lines.

Sod, lawn areas, ground cover. The front yard area of single family residences must maintain 50% of the area as lawn area. All lawn areas, landscape open spaces and landscape buffers shall be planted with sod, lawns, or ground cover in compliance with the following standards:

- (1) *Sod and lawn areas.* Sod and lawns shall be planted in a species well adapted to localized growing conditions in the City. Lawn areas may be sodded, plugged, sprigged, hydro mulched, or seeded except that solid sod shall be used in swales or other areas subject to erosion. In areas where other than solid sod or grass seed is used, over seeding shall be sown for immediate effect and protection until coverage is otherwise achieved. Developers are encouraged to have at least forty (40) percent of open area reserved as lawn areas.
- (2) *Ground covers.* Ground cover plants used in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one year after planting.
- (3) No parking on the required lawn areas is permitted.

STEP 4: Where to get more details and information on the City's landscaping requirements.

Landscape manual reference. Applicants should reference the City's landscape manual, which provides an illustrative and descriptive interpretation of the standards and suggested guide for landscaping and irrigation in accordance with the City's standards and requirements. All plant material and installation requirements shall be consistent with the landscape manual. When street, shade, palm, trees, and hedging, sods and other vegetation are referenced they shall be installed and shall be consistent species as with those species listed in the landscape manual, unless otherwise specified.

STEP 5: Providing irrigation, and building permit required.

Irrigation is required for all new landscape installations. Details of the required irrigation system can be referenced in the City's Landscape Manual. The installation of irrigation requires a building permit, which is a separate requirement from this application. Please contact the Building and Code Compliance Department for more information at 305-622-8027.

Irrigation plan required. Irrigation shall be provided for all landscape areas for single-family, duplex dwelling or townhouse, and shall include irrigation for swale areas. The irrigation plan may be indicated on a plot plan or a separate drawing prepared by the owner or the owner's agent indicating area(s) to be irrigated, locations and specifications of lines and heads and pump specifications.

STEP 6: Is a tree removal/relocation permit required.

When a Tree Removal/Relocation Permit is NOT required. If your plan requires a tree to be removed or relocated AND if it is for any of the following activities, you are NOT required to obtain a tree removal permit:

1. Removal of any dead tree.
2. Removal of any of the tree species listed in the City's Landscape Manual as approved for removal without permit.

3. Removal of any tree which has been destroyed or effectively destroyed by an act of God, or by acts outside of the control of any person, individually or otherwise, who has or had a legal, beneficial or equitable interest in the real property upon which such tree is located, which acts could not have been prevented by the exercise of reasonable care by that person. Where a tree has been destroyed or effectively destroyed as described above, it is the intent of this provision to exempt from liability for such destruction or effective destruction the person who has or had a legal beneficial or equitable interest in the real property upon which such tree is located if the person could not have prevented the destruction by the exercise of reasonable care.
4. Removing, trimming, cutting or altering of any mangrove tree or removal of any tree located upon land which is a wetland as defined in this Code, provided the entity has obtained a valid wetlands permit from the appropriate authority.

NOTE: For all other tree removals/relocation not listed above a Tree Removal/Relocation Permit is required. There is a separate permit application that must be filed. A copy of the tree removal permit must be submitted with this application.

For questions and inquiries on the DERM tree removal permit please contact Miami Dade County Department of Environmental Resources Management, Tree Resources section at 305-372-6600.

STEP 7: After the installation of all landscaping and irrigation and any tree removal or relocation.

After the installation of all landscaping materials and irrigation and removal or relocation of any trees is complete a final inspection is required. Contact the Building and Code Compliance Department at 305-622-8027 to schedule the final inspection. A completed Certificate of Landscape Compliance form must be provided prior to or at time of final inspection, otherwise the final inspection cannot be passed. Complete the form and submit it to Building and Code Compliance Department prior to the final inspection or have it available at the time of final inspection for the inspector.

Approval of final inspection or issuance of certificate of occupancy. The Administrative official or his designee shall inspect all landscaping and no certificate of occupancy or similar authorization will be issued unless the landscaping meets the requirements of the approved plans.

Certification of landscape compliance required. For a new single-family, townhouse, or duplex residence on its own lot or applicable existing development, the owner or owner's agent may certify in writing that landscape and irrigation improvements have been installed according to approved plan(s). A copy of the Certification of Landscape Compliance form is enclosed with this application, and is required to be completed prior to final inspection of the work.

Questions and inquiries. For questions and inquiries contact the Planning and Zoning Department at 305-622-8023.

Contact information and Resources:

Chapter 34, City Code of Ordinances, Article XIV, MINIMUM LANDSCAPE AND BUFFERING REQUIREMENTS, FENCES, WALLS, HEDGES, of the City's Land Development Regulations (LDRs) www.miamigardens-fl.gov

City of Miami Gardens Landscape Manual www.miamigardens-fl.gov

City of Miami Gardens Planning and Zoning Department – Landscape Plan Approval 305-622-8023 www.miamigardens-fl.gov

City of Miami Gardens Building and Code Compliance Department – Final inspections, Irrigation permit information 305-622-8027, www.miamigardens-fl.gov

Miami –Dade County Department of Environmental Resources Management (DERM), Tree Resources Section 305-372-6600 www.miamidade.gov

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SAMPLE OF TREE REMOVAL/RELOCATION PERMIT APPLICATION AND DERM TREE REMOVAL APPLICATION

*Development Services Department
1515 NW 167th Street, Bldg.5, Suite 200
Miami Gardens, Florida 33169
Phone: (305) 622-8023
Fax: (305) 622- 8857
www.miamigardens-fl.gov*



Office Use Only

Date Received: _____

TREE REMOVAL/ RELOCATION PERMIT APPLICATION

TYPE OF APPLICATION:

- Residential (single family, duplex, townhouse)
- Non-residential, commercial, industrial, multi-family

APPLICANT INFORMATION:

APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Name of Applicant: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____ E-mail: _____

OWNER INFORMATION:

OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): _____

Mailing Address: _____

City: State: Zip:
 Phone#: E-mail:

CONTRACTOR OR DULY APPOINTED AGENT INFORMATION:

CONTACT PERSON, MAILING ADDRESS, TELEPHONE NUMBER:

Contact Name: Company:

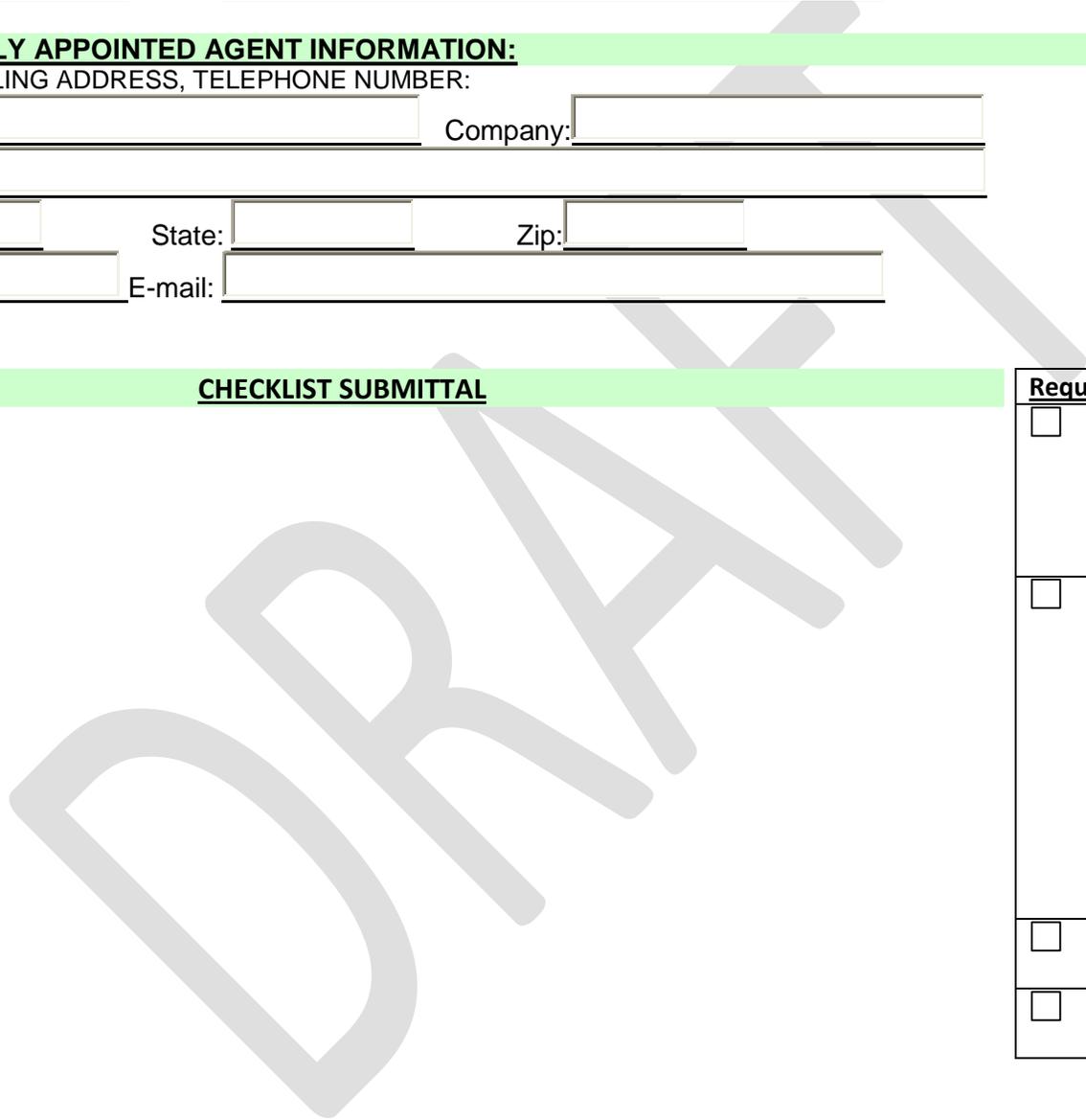
Mailing Address:

City: State: Zip:

Phone#: E-mail:

CHECKLIST SUBMITTAL

<u>Required</u>	<u>Provided</u>	<u>Description</u>
<input type="checkbox"/>	<input type="checkbox"/>	Application – original application <u>completely</u> filled out and properly executed.
<input type="checkbox"/>	<input type="checkbox"/>	DERM Tree Removal Permit (copy of DERM approval) - submit and obtain DERM Tree Removal Permit (see attached) and submit copy of approval.
<input type="checkbox"/>	<input type="checkbox"/>	Applicant Affidavit (below)
<input type="checkbox"/>	<input type="checkbox"/>	Fees: See fee schedule below.



FEE SCHEDULE

<u>Description</u>	<u>Fee</u>	<u>Applicable</u>
ZTSFD Tree Removal/ Relocation/single family	\$50.00	\$50.00
ZTOBI Tree Removal/Relocation/all other	\$140.00	\$140.00
Surcharge of 15%	_____	_____
Grand Total		\$

NOTE: Please make all checks payable to 'City of Miami Gardens' / Cash, Credit or Debit accepted

INSTRUCTIONS FOR FILING THIS APPLICATION

Code requirements. Please refer to Article XIV, MINIMUM LANDSCAPE AND BUFFERING REQUIREMENTS, FENCES, WALLS, HEDGES, of the City's Land Development Regulations for specific regulations that may impact your application. The City's Land Development Regulations is available on the City of Miami Garden's website www.miamigardens-fl.gov

Permit not required. If your application is for any of the following activities, you are not required to obtain a tree removal permit:

1. Removal of any dead tree.
2. Removal of any of the tree species listed in the City's Landscape Manual as approved for removal without permit.
3. Removal of any tree which has been destroyed or effectively destroyed by an act of God, or by acts outside of the control of any person, individually or otherwise, who has or had a legal, beneficial or equitable interest in the real property upon which such tree is located, which acts could not have been

prevented by the exercise of reasonable care by that person. Where a tree has been destroyed or effectively destroyed as described above, it is the intent of this provision to exempt from liability for such destruction or effective destruction the person who has or had a legal beneficial or equitable interest in the real property upon which such tree is located if the person could not have prevented the destruction by the exercise of reasonable care.

4. Removing, trimming, cutting or altering of any mangrove tree or removal of any tree located upon land which is a wetland as defined in this Code, provided the entity has obtained a valid wetlands permit from the appropriate authority.

Permit required. Applicants are required to obtain a tree removal/relocation permit for all other activities except as described above. A completed application shall be filed with the required fee to the Planning and Zoning Department for review and issuance of the permit.

DERM permit required. Before submitting the tree removal/relocation application to the City applicants are instructed to complete and submit to Miami-Dade County DERM the attached DERM tree removal permit application. Once DERM has approved the permit, a copy of the DERM approval shall be included with this application for the City to issue a permit.

Questions and inquiries. For questions and inquiries contact the Planning and Zoning Department at 305-622-8023.

For questions and inquiries on the DERM tree removal permit please contact Miami Dade County Department of Environmental Resources Management, Tree Resources section at 305-372-6600.

APPLICANT AFFIDAVIT

PROPERTY OWNER

(I)(WE), being first duly sworn, depose and say that (I am) (we are) the owner, duly authorized to sign on behalf of the property owner, of the property herein described and which is the subject matter of the proposed application. (I)(WE) certify that all the forgoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

And,

(I) (WE) hereby authorize _____, as the contractor , applicant or contact person to submit and obtain the necessary permit(s).

Property Owner Signature: _____ Print Name: _____

Sworn to and subscribed before me on the _____ day of _____, 20_____.

Personally known to me Produced Identification Type of Identification _____

Notary

(Stamp/Seal)

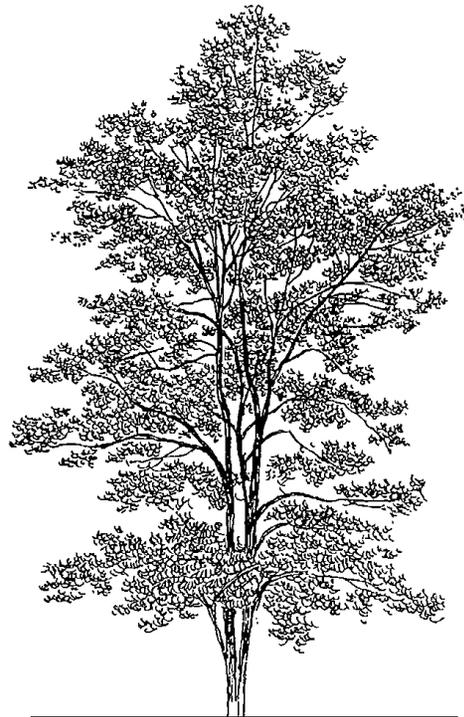
Commission Expires:

Miami-Dade County's

Tree Removal Permit Application Package

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- Tree Removal in Association with Building Permits	
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Miami-Dade County
Department of Environmental Resources Management
701 NW 1st Court, 7th floor, Miami, Florida 33136
Phone: (305) 372-6574 Fax: (305) 350-6203

Tenemos disponibles paquetes para solicitar el permiso de remoción de árboles en español. Para más información llame al (305) 372-6574

On the web at: www.miamidade.gov/derm

This booklet is provided as a public service by the Miami-Dade County Department of Environmental Resources Management (DERM). Miami-Dade County provides equal access and equal opportunity in employment and services and does not discriminate on the basis of handicap.

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No Permits Required unless the Trees are in a Natural Forest Community (NFC) or a protected preserve such as EEL lands.

**Photos of the trees should be taken before the trees are removed. Keep the photos for your records.

**Trees can only be removed with the property owner's consent.

**Photos & information may be viewed at <http://www.miamidade.gov/derm/Plants/>

Prohibited Tree Species:

1. Australian Pine (*Casuarina equisetifolia*)
2. Banyan Fig (*Ficus benghalensis*)
3. Bishopwood (*Bischofia javanica*)
4. Brazilian jasmine (*Jasminum fluminense*)
5. Brazilian pepper (*Schinus terbinthifolius*)
6. Carrot wood (*Cupaniopsis anacardioides*)
7. Castor bean (*Ricinus communis*)
8. Catclaw mimosa (*Mimosa pigra*)
9. Day blooming jasmine (*Cestrum diurnum*)
10. Earleaf acacia (*Acacia auriculiformis*)
11. Gold coast jasmine (*Jasminum dichotomum*)
12. Governor's plum (*Flacourtia indica*)
13. Indian rosewood (*Dalbergia sissoo*)
14. Lather leaf (*Colubrina asiatica*)
15. Laurel fig (*Ficus microcarpa*)
16. Lead tree (*Leucaena leucocephala*)
17. Lofty fig (*Ficus altissima*)
18. Mahoe (*Hibiscus tiliaceus*)
19. Melaleuca (*Melaleuca quinquerivaria*)
20. Queensland umbrella tree (*Schefflera actinophylla*)
21. Red sandalwood (*Adenanthera pavonina*)
22. Seaside mahoe (*Thespesia populnea*)
23. Shoebutton ardisia (*Ardisia elliptica*)
24. Tropical soda apple (*Solanum viarum*)
25. Woman's tongue (*Albizia lebbek*)
26. Woodrose (*Merremia tuberosa*)

Additional Trees that are Exempt from Permitting:

27. Guavas (*Psidium quajava*) -Exempt from permitting
28. Norfolk Island Pine (*Araucaria heterophylla*) -Exempt from permitting
29. Poison Wood (*Metopium toxiferum*) - Exempt from permitting

Other Prohibited Plants (they are not trees):

1. Air Potato (*Dioscorea bulbifera*)
2. Burma Reed (*Neyraudia reynaudiana*)
3. Climbing Fern (*Lygodium spp.*)
4. Napier Grass (*Pennisetum purpureum*)

Common Types of Ficus Trees:

1. *Ficus altissima* – lofty fig, council fig, false banyan
 - prohibited
2. *Ficus aurea* – strangler fig
 - native
3. *Ficus behghalensis* – banyan tree
 - prohibited
4. *Ficus benjamina* – weeping fig
 - non-native; never specimen size
5. *Ficus citrifolia* – shortleaf fig
 - native
6. *Ficus elastica* – Indian rubber tree
 - non-native; never specimen size
7. *Ficus lyrata* – fiddleleaf fig
 - non-native; never specimen size
8. *Ficus microcarpa*, *Ficus nitida*, *Ficus retusa* -Cuban laurel
 - prohibited
9. *Ficus religiosa* – bo fig
 - non-native; never specimen size

**Non-native and native *Ficus* trees require a permit prior to removal or relocation.

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Special Permits and Requirements

Tree removal permit applications involving a building permit must include the following items:

1. A completed tree removal application form along with non-refundable application and initial inspection fees.
2. Two copies of a site plan. This site plan must show all proposed site improvements, including driveway, septic tank, pool, tennis court, utility lines, sewer lines, setbacks and any accessory buildings.
3. At the discretion of DERM, a tree survey may be required. Please see DERM *Tree Survey Guidelines and Specifications* for further information. Please be advised that DERM may require the property and area of proposed construction staked prior to inspection.
4. All permits require the full replacement of tree canopy. DERM approval of a tree replacement or landscaping plan may be required prior to the issuance of this tree removal permit. Please read the tree replacement requirement section for details.

Tree removal permit applications involving new road construction or any improvement in road right-of-ways must include the following items:

1. A completed tree removal application form along with non-refundable application and initial inspection fees.
2. Two copies of the paving and drainage plan with the locations of all trees to be affected. Please be advised that the center line and/or limits of construction must be staked prior to inspection and subsequent permit issuance.
3. All permits require the full replacement of tree canopy. DERM approval of a tree replacement plan or landscaping plan may be required prior to issuance of this tree removal permit.

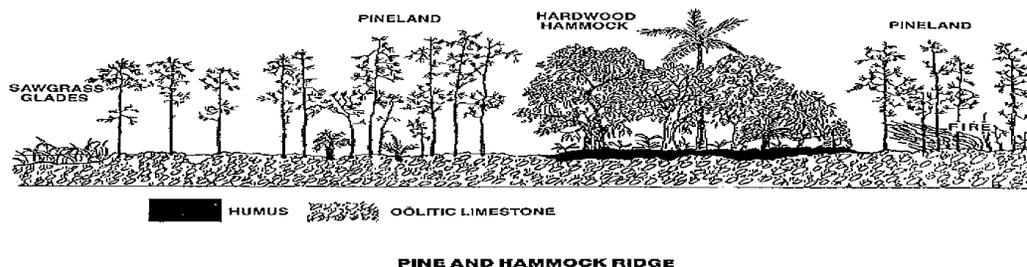
Tree removal applications for work in a Natural Forest Community must include the following items:

1. A completed tree removal application form. Upon receipt of an application to do work within a Natural Forest Community (NFC), DERM biologists will inspect the site to verify that it meets the definition of a NFC.
2. Two copies of a site plan. This site plan must show the proposed site improvements, setbacks, including driveway, septic tank, pool, tennis court, utility lines, sewer lines, and any accessory buildings.
3. Prior to the issuance of a permit to remove all or portion of a NFC for site development, a restrictive covenant may be executed to provide for the preservation and management of the remaining forest community. Blank shell forms of the covenant document form are available from DERM upon request.

Note: Contact a biologist at (305) 372-6574 for information about these requirements.

Tree Replacement Requirements :

1. Tree canopy replacement will be required as a condition of every tree removal permit. Replacement Tree Plan forms are available upon request and may be used when the canopy impacted is less than 10,000 square feet. (See Canopy Credit Formulas on page 1).
2. When replacement tree canopy exceeds 10,000 square feet, a landscape plan must be submitted and approved by DERM prior to permit issuance. A performance bond is required for the cost of the canopy replacement. The bond must be submitted prior to permit issuance. The Department accepts letters of credit and certificates of deposits for the bond.



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General Information

Section 24-49 of the Miami-Dade County Code mandates the protection of Dade County's tree and forest resources. The following information should assist you in understanding Miami-Dade County tree and forest protection requirements. Please take the time to read this information carefully before filling out the attached application.

Where and when are tree removal permits required?

Tree removal permits are required for the cutting down, bulldozing, removal or relocation of any tree in Miami-Dade County, except for certain exemptions listed on Page 3. Permits are also required for any work in any designated Natural Forest Community (i.e. pinelands, hammocks). DERM may require the property owner to modify a site plan to preserve tree and forest resources.

Note: A tree is defined as any woody or fibrous perennial plant having a minimum trunk dbh* of three inches or greater or with an Over All Height (OAH) of twelve or more feet.

What about the trimming of trees?

Tree removal permits are not required for the selective pruning of trees, provided the pruning is done according to the most recent American National Standards (ANSI) A-300 Standard Practices for Tree Care Operations. However, excessive pruning (i.e. hatracking, topping, etc.) which results in the effective destruction of a tree constitutes a violation of Section 24-49 of the environmental Code of Miami-Dade County. Any other activity that can effectively destroy a tree, such as trunk girdling, excessive root cutting, or use of tree-killing chemicals, also violates Miami-Dade County Code.

Who administers the Miami-Dade County tree and forest protection program?

Miami-Dade County Department of Environmental Resources Management (DERM), Urban Tree Program, Code Enforcement Section.

Who must apply for a tree removal permit?

The owner of the property upon which the tree removal work will occur must sign the tree removal permit. The owner may designate an agent to sign the application and permit by submitting a letter of authorization to DERM.

What types of tree and forest resources does the ordinance protect?

There are three categories of protected tree resources in Miami-Dade County: "Regular-size" trees (less than 18" dbh), "specimen-size" trees (18" or greater dbh), and Natural Forest Communities which includes grasses, shrubs, and trees.

Will I be required to replant trees for the ones that I remove?

All "regular-sized" trees you remove -- except for the exempt or prohibited species -- must be replaced with an equal amount (100%) of tree canopy. "Specimen-sized" trees require double canopy replacement. This is accomplished by planting trees from the categories below:

Canopy Credit Formulas		
<i>Replacement Canopy Type</i>	<i>Min. Size At Planting</i>	<i>Canopy Credit (Sq ft)</i>
Shade Tree 1	12' OAH*	500
Shade Tree 2	8' OAH	300
Palm 1	10' OAH	300
Palm 2	3' OAH	100
Small Tree	6' OAH	200

**OAH = Over All Height*

You may be required to replant more than one type of tree.

What about stands of natural forest such as hardwood hammocks or pinelands?

If a site has been designated as a Natural Forest Community or if you think a site may be a Natural Forest Community, please contact the DERM Forest Resources Program at (305) 372-6548 for information.

What fees do I have to pay for a tree removal permit?

A non-refundable application fee (based on zoning) and initial inspection fee is required upon permit application submission. Additional fees may be charged at the time of permit issuance. See the fee schedule on Page 5.

What happens if I do not comply with the conditions and requirements of my tree removal permit or remove a tree or forest without a permit?

You may be issued a "Notice of Violation" and ordered to stop all land clearing and construction until you have complied with Section 24-49. Furthermore, you may be required to pay penalties for each violation and replace tree canopy.

How long will my tree removal permit be valid?

One year, but can be renewed by contacting DERM.

* DBH (Diameter at Breast Height): Trunk diameter measured at 4 1/2 feet above ground.

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It is not a coincidence that the well shaded areas of Miami-Dade County also have the highest property values. Trees are the reason why. They are essential for community because of the following:

BENEFITS

- Ø A well shaded home can cut your air-conditioning costs by up to 40%.
- Ø A well-landscaped yard that includes trees can increase your property value by 15%.
- Ø A well-forested community can reduce storm water runoff by up to 15%.
- Ø Miami-Dade's trees remove 5,425 tons of carbon dioxide from the air each year, improving air quality and combating global warming.
- Ø Trees provide food, nesting sites and protection for a wide variety of animals and resident migratory birds.



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Tree Removal / Relocation Inspection & Permit Fees

FEEES

- Environmental assessment for determination of tree preservation requirements (single family): \$125
- Environmental assessment for determination of tree preservation requirements (multi-family, commercial, agriculture): \$600

	Before Inspection	After Inspection
Single Family Resid.	\$63 appl. + \$35* insp. = \$98	\$35* insp. + \$12/tree up to max of \$320
Multi-family	\$80 appl. + \$35* insp. = \$115	\$35* insp. + \$12/tree up to max of \$395/(acre)(canopy)
Business	\$105 appl. + \$35* insp. = \$140	\$35* insp. \$12/tree up to max of \$395/(acre)(canopy)
Commercial	\$105 appl. + \$35* insp. = \$140	\$35* insp. + \$12/tree up to max of \$660/(acre)(canopy)
Agricultural	\$55 appl. + \$35* insp. = \$90	\$35* insp. + \$6/tree up to max of \$265/(acre)(canopy)
Swale / Right-of-Way	\$28 appl. + \$35* insp.= \$63	\$35* insp. + \$6/tree up to max of \$265/(acre)(canopy)

*inspection fees are bases on removal of less than 20 trees. The fee may be raised as follows:
 20-100 trees: \$65
 100-200 trees: \$130
 ≥200 trees: \$265

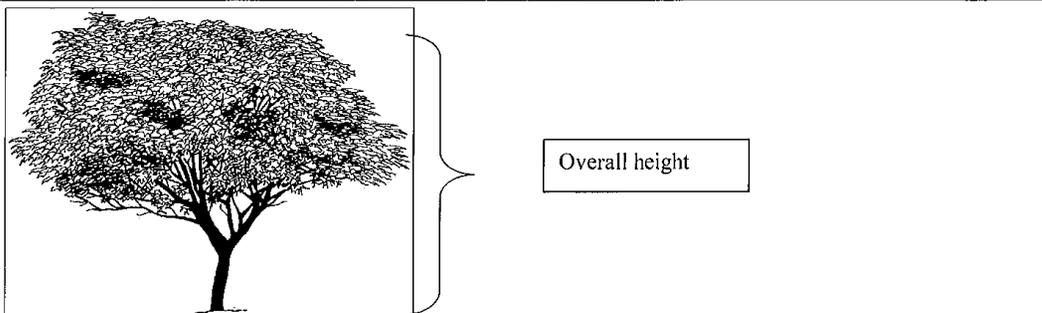
OTHER CHARGES

Barrier inspection	\$30
Covenant-grove exemption	\$125
Covenant-tree preservation requirement:	\$125
Exotic variance request	\$230
Extension of permit	Spaid on initial permit
Re-inspections	20% of total individual fees
Roadway and drainage sitting inspection	\$65
Specimen size tree removal inspection (multi-family/commercial)	\$600
Specimen size tree removal inspection (single family)	\$125
Tree Trust Fund	\$150/tree
Utility easement sitting inspection	\$65

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USE THIS TABLE TO CALCULATE YOUR PLANTING REQUIREMENTS OF YOUR TREE REMOVAL PERMIT

<u>If you plant a:</u>	<u>With this minimum size:</u>	<u>You will get this credit (in SQ.FT.):</u>
Hardwood Tree	12' Overall Height	500
Hardwood Tree	8' Overall Height	300
Palm	10' Clear Trunk*	300
Palm	3' Clear Trunk*	100
Small Tree	6' Overall Height	200

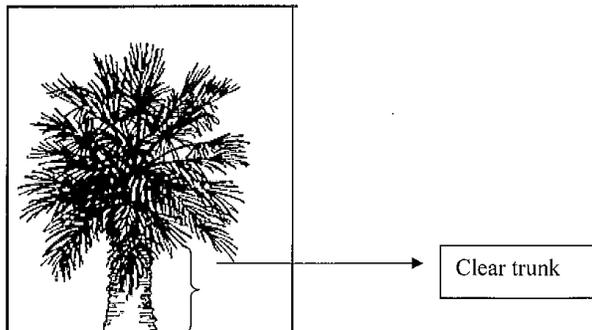


Example:

If you are requested to plant (See Replanting Requirements in your permit) 1,500 SQ.FT., you can plant:

- a) Three hardwood trees, 12' height each (you will get 1,500 SQ.FT.). Or,
- b) Two hardwood trees, 12' height each, and two palms, 10' clear trunk each (you will get 1,600 SQ.FT.). Or,
- c) Any combination of tree sizes up to the required credit.

PALMS CANNOT BE MORE THAN 30% OF THE TOTAL CANOPY AND FRUIT TREES WILL NOT COUNT TOWARDS MITIGATION.



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Tree Removal / Relocation Inspection & Permit Fees

FEES

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City of Miami Gardens'

COMMUNITY BEAUTIFICATION GRANT



Do you have a really beautiful idea for your neighborhood?

Here's what you can do:

- You can get plants and materials in exchange for your volunteer planting and maintenance efforts.
- Projects must be within the city limits of Miami Gardens, and in a highly visible public area.
- Schools, nonprofits, and other neighborhood organizations who wish to help foster community pride in Miami Gardens are eligible.

Basic Philosophy

City of Miami Gardens provides matching grant support to nonprofit organizations, neighborhood associations, schools and other community organizations who wish to help foster community pride in Miami Gardens through beautification or landscaping.

Grant Range

Grants generally range from \$100-\$2500. However, on a project-by-project basis, some grants may be funded at a higher level. Funding is to be matched (50/50) by budgeted funds, volunteer efforts and/or matching cash donations.

Application Procedures

City of Miami Gardens awards grants twice a year, once in the fall and again in early spring. Applications may be obtained by calling the Office of Keep Miami Gardens Beautiful at 305-622-8034. We can mail, fax or email the application to you. Then simply follow the instructions in the application packet. Each eligible applicant will be required to appear before our KMGB Grant Review Committee for a short presentation and to answer questions about their proposal.

Areas of Interest

Primary areas of interest are highly visible sites to be enjoyed by the public, which include:

- Theme, cultural or educational gardens
- Plants and materials
- Life Lab projects that teach science, nutrition and horticulture
- Graffiti removal or restoration projects on wall or fence

Matching Grant Information

As an incentive to foster a greater sense of pride in the community and to re-establish the colorful, fruitful heritage of Miami Gardens, "The Garden City", Keep Miami Gardens Beautiful provides grant awards for beautification projects that:

- Are highly visible to the general public
- Provide educational enrichment opportunities for residents and visitors
- Are reflective of the specific theme, such as cultural heritage gardens, rose gardens, Victorian gardens and so on
- Promote and preserve the cultural heritage of our community
- Promote tree planting and preservation
- Promote stewardship of the environment
- Enlist community participation
- Secure long-term maintenance assurances

Examples of beautification projects eligible for funding include:

- Landscaping projects, including plants, trees, containers, walkways, benches, tables, fountains, decorative structures and irrigation systems
- Life Lab projects that teach science, nutrition and the benefits of horticulture through active participation and curriculum

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Examples of **ineligible** projects include:

- Requests from individual property owners on their own behalf
- Tree removal
- Play equipment
- Overhead costs (office supplies, phone bills, it etc.)

Grant Award Guidelines

1. Generally, grants are awarded in amounts of \$2,500 for the purchase of materials, rather than in labor.
2. Projects that have demonstrated commitment from the applicants and the surrounding community are given preference.
3. Volunteer labor, cash or material contributions from outside sources must equal or exceed grant award. Manual labor is to be valued at \$10.00 an hour. Skilled trade labor may be valued at general cost rate.
4. Applicants are fully responsible for completing beautification projects. Applicants who fail to start their project within ninety (90) days of receipt of the grant award or who fail to complete their project within ninety (90) days of their estimated completion date maybe required to return the grant award.
5. Where appropriate, applicants for landscaping projects are strongly advised to obtain assistance from design professionals before submitting their application.
6. Applicants whose beautification projects fit the basic criteria for grant award are required to make a brief presentation within approximately two weeks of the application deadline. Funding recommendations are then forwarded to the Keep Miami Gardens Beautiful board for decision at their next regular meeting.
7. Applicants must have written approval by landowner to do work on proposed location.

Forms Required Following Grant Award

LETTER OF AGREEMENT - must be signed and returned before grant award can be funded.

GRANT REPORTING FORM, A COST BENEFIT ANALYSIS FORM, copies of all purchase receipts, labeled "AFTER" photographs must be submitted within three weeks after beautification project completion. These reports must summarize the total value of the project, including volunteer contributions and City of Miami Gardens grant award.

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Standard Conditions

Grant applicant agrees to acknowledge funding to City of Miami Gardens in any and all press releases and public announcements regarding beautification projects.

1. Grant applicant agrees to post a visible sign provided by Keep Miami Gardens Beautiful, acknowledging funding by City of Miami Gardens. The sign must be maintained by grant applicant.
2. Grant applicant agrees to maintain, or have maintained, that beautification project for minimum of three years after the completion date of the project.

Application Instructions

- Fill in all blanks completely.
- You must provide a tax identification number for your organization.
- All attachments must be clearly labeled with organization, project, date and location. All photographs must be so labeled.
- All blueprints and site maps must show north direction. Streets and structures must be shown and labeled.

Return completed applications by mail to:
City of Miami Gardens- Public Works
c/o Keep Miami Gardens Beautiful
1050 NW 163 Drive
Miami Gardens, Fl. 33169
305-622-8009



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City of Miami Gardens

Community Beautification Grant
Deadline: October 31 & March 31



Grant Cover Sheet
Please Print or Type

Date: _____

Organization Name: _____

Organization Address: _____

City _____ State _____ Zip _____

Telephone: (_____) _____ E-mail: _____

Contact Person and Title: _____ Phone: _____

Amount Requested : _____ (\$2,500 maximum request)

Project Title: _____

Number of individuals served by the program: _____

Have you previously received a KMGB Grant? _____ If so, when: _____

Project Location: _____

Distance to nearest Street or Park: _____ (Must be in a highly visible location)

Please include the following in your application:

_____ Grant Cover Sheet

_____ Executive Summary (1 page max.) – Brief description of organization, mission statement, brief description of program or project for support, impact on community, organization’s experience in accomplishing goals of project, and time frame.

_____ Program Description (2 pages max.) – Clearly state project goals, objectives, related activities, definition of program success and expected outcomes, **pictures of site**, measurement and evaluation procedures/standards.

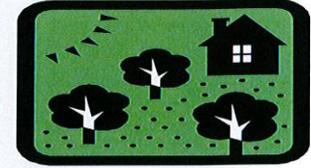
_____ Budget (1 page) - Allocation and narrative (Specifically, how City funds will be used in project), attach Summary of Cost sheet (place in-kind figures in **Summary of Cost grid**). **Provide a drawing or any visual rendering of project’s expected outcome.**

**Applications should be typed on your organizations letterhead and be no more than seven pages long, including cover sheet. Proposals must be single-sided, single-spaced and must be printed in typeface no smaller than 12 point font with 1-inch margins. Incomplete applications will not be reviewed.*

Submit Proposals to
City of Miami Gardens- Public Works
c/o Keep Miami Gardens Beautiful
1050 NW 163 Drive
Miami Gardens, Fl. 33169
305-622-8009



City of Miami Gardens Beautification Award Nomination Form



The City of Miami Gardens is now accepting nominations for the “Keep Miami Gardens Beautiful Award”. Residents can nominate their own property, or a neighbor’s property. The properties will be judged on their overall appearance and “curbside appeal”. Landscape and gardens are a part of the judging criteria.

Each quarter the committee will recognize residential, commercial, and public properties, to receive the “Keep Miami Gardens Beautiful Award”. The committee will also select one City block annually for the Block Award, and award special recognition to selected decorated properties for their holiday displays.

Do you know of worthy nominees? If so, please fill out this nomination form and return it to: Keep Miami Gardens Beautiful, c/o City of Miami Gardens, 1515 NW 167 St., Bldg. 5 Suite 200, Miami Gardens, Fl. 33169. You may reach us at 305-622-8009.

Category: Residential [] Commercial [] Public [] Other [] _____

Please list name and address of nominee or block location: _____

Why do you feel they are deserving of an award: _____

Nominated by: _____

Name and Address: _____

Telephone Number: _____

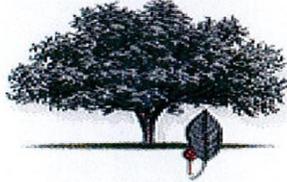
- 1 Quarter Deadline- March 15
- 2 Quarter Deadline and Block Award- June 15
- 3 Quarter Deadline- September 15
- 4 Quarter and Holiday Display Awards Deadline- December 15

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Recommended Trees – South Florida

[Large trees need their space so that they do not interfere with power lines](#) | [Your safety is important](#) | [More information](#)

The following trees would be suitable for planting adjacent to overhead power lines in South Florida:

<p style="text-align: center;">Geiger Tree (<i>Cordia sebestena</i>)</p> <p>Growth Rate: Slow Maturity Height x Spread: 15-20' x 20' Foliage: Evergreen This slow growing tree has striking orange blossoms in the spring. Whether multi-stemmed or with a single trunk, this tree works well as a specimen or patio tree</p>	
<p style="text-align: center;">Silver Buttonwood (<i>Conocarpus erectus</i> ver. <i>sericeus</i>)</p> <p>Growth Rate: Moderate Maturity Height x Spread: 15-20' x 20-30' Foliage: Evergreen Silver to blue-green foliage provides accent as a small tree of buffer. Multi-stemmed, tough tree adapts well to urban areas.</p>	
<p style="text-align: center;">Spanish Stopper (<i>Eugenia</i> spp.)</p> <p>Growth Rate: Slow to moderate Maturity Height x Spread: 15-20' x 15' Foliage: Evergreen Narrow canopy and the ability to grow in limited soil space makes this tree ideal for parking lot islands and small landscapes. Drought-tolerant once established.</p>	
<p style="text-align: center;">Glaucous Cassia (<i>Cassia surattensis</i>)</p> <p>Growth Rate: Moderate Maturity Height x Spread: 15-20' x 15-20' Foliage: Evergreen Beautiful yellow flowers on an outstanding small tree. Prune to maintain tree form. Ideal for small landscapes as an accent tree.</p>	

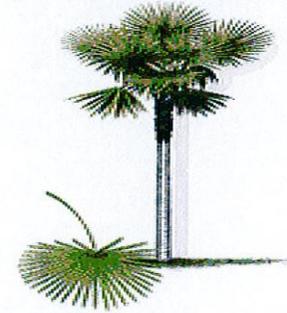
Florida Thatch Palm (Thrinax spp.)

Growth Rate: Slow

Maturity Height x Spread: 6-15' x 6'

Foliage: Evergreen

Excellent native palm for use near patio or adjacent to power line. Adaptable to many soil types and shade areas.



Large trees need their space so that they do not interfere with power lines

Here's a list of some canopy trees often seen in South Florida. These large, canopy trees need their space. If you plant a canopy tree on your property please follow these guidelines:

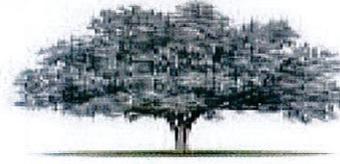
Common Name	Height x Spread	Setback from Power Line	Tree Shape
Bald Cypress	30-45' x 30-50'	30'	Upright & narrow
Brazilian Beautyleaf	40-50' x 35-50'	30'	Spreading canopy
Green Buttonwood	30-40' x 20-30'	30'	Spreading vase
Live Oak	60-80' x 60-120'	30'	Spreading canopy
Shumard Oak	60-80' x 40-50'	30'	Spreading canopy
Slash Pine	35-50' x 30-40'	30'	Upright & slightly spreading
Southern Magnolia	60-80' x 30-40'	30'	Upright & spreading
Southern Redcedar	30-40' x 20-30'	30'	Upright & spreading
Sweetbay Magnolia	40-50' x 15-25'	30'	Upright & narrow
Sweetgum	60-75' x 40-50'	30'	Upright & slightly spreading
Sycamore	75-90' x 60-70'	30'	Upright & spreading
Winged Elm	45-70' x 30-40'	30'	Upright & spreading
American Holly	35-50' x 15-25'	30'	Upright & slightly spreading
Pecan	70-100' x 50-60'	30'	Spreading canopy
Red Maple	60-70' x 40-40'	30'	Upright & spreading



Upright & Narrow



Spreading Canopy



Upright & Spreading