



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: June 10, 2015
18605 NW 27th Avenue
Miami Gardens, Florida 33056
Next Regular Meeting Date: June 24, 2015
Phone: (305) 622-8000 Fax: (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

Mayor Oliver Gilbert
Vice Mayor Felicia Robinson
Councilman Rodney Harris
Councilwoman Lisa C. Davis
Councilman David Williams Jr.
Councilwoman Lillie Q. Odom
Councilman Erhabor Ighodaro, Ph.D.
City Manager Cameron Benson
City Attorney Sonja K. Dickens, Esq.
City Clerk Ronetta Taylor, MMC

Article VII of the Miami Gardens Code entitled, “Lobbyist” requires that all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay a one-time annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
 - D-1) Regular City Council Minutes – May 27, 2015
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
 - F-1) Councilman Erhabor Ighodaro – Special Presentation
- (G) PUBLIC COMMENTS (2 minutes each)**

(H) ORDINANCE(S) FOR FIRST READING:

H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, DIVISION 5 OF THE CODE OF ORDINANCES TO ADD SECTIONS 2-797.1 THROUGH 2-797.12 TO ESTABLISH THE “CITY OF MIAMI GARDENS SMALL BUSINESS GROWTH PROGRAM” PURCHASING PREFERENCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

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

I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, DIVISION 5 OF THE CODE OF ORDINANCES TO ADD SECTIONS 2-790 THROUGH 2-796 TO ESTABLISH THE “CITY OF MIAMI GARDENS BUSINESS AND RESIDENT ECONOMIC GROWTH PLAN” PURCHASING PREFERENCE; 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 – MAY 27, 2015)

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

None

(K) CONSENT AGENDA:

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY TO PARTNER WITH THE INTERNATIONAL BLACK ARTS BAZAAR (IBAB), TO HOST AN ART FAIR ON OCTOBER 9-11, 2015 AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; AUTHORIZING LESTER BROWN PARK BE USED AS OFF-SITE PARKING; WAIVING THE FACILITIES FEE FOR BOTH FACILITIES; AUTHORIZING THE CITY TO PROVIDE PARKS AND RECREATION EMPLOYEE STAFFING AND POLICE OVERTIME FOR THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN

EFFECTIVE DATE. SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)

- K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN INTERLOCAL AGREEMENT WITH THE TOWN OF MIAMI LAKES FOR STORMWATER SERVICES ATTACHED HERETO AS EXHIBIT “A;” PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING SUBSTANTIAL AMENDMENTS TO THE CITY OF MIAMI GARDENS’ HOUSING POLICIES, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE PROPERTY LOCATED AT 1700 NW 183RD STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT “A”, A COPY OF WHICH IS ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE PROPERTY LOCATED AT 3468 NW 199th STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT “A”, A COPY OF WHICH IS ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CRITERIA FOR PROPERTIES ELIGIBLE FOR ADMINISTRATIVE FORECLOSURE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO BLISS PRODUCTS, INC., IN AN AMOUNT NOT TO EXCEED, ONE MILLION SEVEN HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED FORTY-TWO DOLLARS (\$1,762,342.00), FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT, IN RELIANCE UPON MANATEE COUNTY SCHOOL DISTRICT BID NO. 11-0014-MR, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY CITY MANAGER BENSON)

(L) RESOLUTION(S)

L-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A GRANT MATCH IN THE AMOUNT OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) TOWARDS FUNDING FOR THE AFRICAN MUSEUM OF ARTS AND CULTURAL CENTER UPON THE AFRICAN MUSEUM OF ARTS AND CULTURAL CENTER'S RECEIPT OF A GRANT FROM THE FLORIDA DEPARTMENT OF STATE, THROUGH IT'S CULTURAL FACILITIES PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY CITY MANAGER BENSON)

QUASI-JUDICIAL ZONING HEARINGS:

(M) ORDINANCES ON FOR FIRST READING(S):

(N) ORDINANCES ON FOR SECOND READING/PUBLIC HEARING(S):

N-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY MS REALTY GARDENS, LLC, FOR THE REZONING OF PROPERTY GENERALLY LOCATED AT NW 159TH STREET BETWEEN 47TH AVENUE AND NW 45TH AVENUE, MIAMI GARDENS, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM R-2, TWO FAMILY DWELLING RESIDENTIAL TO R-15 MULTIPLE FAMILY DWELLING RESIDENTIAL; 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 – MAY 27, 2015)

(O) RESOLUTION(S)/PUBLIC HEARING(S)

None

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

(Q) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(S) ADJOURNMENT

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT. 2830, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 914-9010 EXT. 2830. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT www.miamigardens-fl.gov.

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



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		
Funding Source:	<i>(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 #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Cameron Benson, City Manager		Department:	City Manager			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, DIVISION 5 OF THE CODE OF ORDINANCES TO ADD SECTIONS 2-797.1 THROUGH 2-797.12 TO ESTABLISH THE “CITY OF MIAMI GARDENS SMALL BUSINESS GROWTH PROGRAM” PURCHASING PREFERENCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens is committed to spurring economic development and stimulating small business growth in the City. In line with this goal, the City Manager proposes creating the City of Miami

**Item H-1) Ordinance
First Reading
Small Business Growth Plan**

Gardens Small Business Growth Program (CMG-SBGP). Under this program, qualifying Small Business Enterprise (SBE) firms will receive a ten percent preference in purchasing and contracting for certain City contracts valued at \$50,000 or below. Using the criteria set forth in the attached CMG-SBGP document, the Procurement Director will determine eligibility to participate in the program and maintain a list of qualifying SBE firms in the City of Miami Gardens.

The CMG-SBGP aims to increase the number of small businesses acting as prime contractors or consultants for the City. This will increase the viability of SBEs in the City of Miami Gardens and their ability to stimulate the local economy. This program will complement the City's existing Local Preference Program and the recently approved City of Miami Gardens Business and Resident Economic Growth Plan (CMG-BREP). Together, these policies and programs work together to stimulate the local economy and improve quality of life for residents.

Proposed Action:

It is recommended the City Council adopts the City of Miami Gardens Small Business Growth Program.

Attachment:

Exhibit A - City of Miami Gardens Small Business Growth Program (CMG-SBGP).

ORDINANCE NO. 2015_____

1
2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
4 OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2,
5 ARTICLE IX, DIVISION 5 OF THE CODE OF ORDINANCES
6 TO ADD SECTIONS 2-797.1 THROUGH 2-797.12 TO
7 ESTABLISH THE "CITY OF MIAMI GARDENS SMALL
8 BUSINESS GROWTH PROGRAM" PURCHASING
9 PREFERENCE; PROVIDING FOR ADOPTION OF
10 REPRESENTATIONS; REPEALING ALL ORDINANCES IN
11 CONFLICT; PROVIDING A SEVERABILITY CLAUSE;
12 PROVIDING FOR INCLUSION IN CODE; PROVIDING AN
13 EFFECTIVE DATE.
14

15 WHEREAS, the City of Miami Gardens is committed to spurring economic
16 development and stimulating small business growth in the City, and in line with
17 this goal, the City Manager proposes creating the City of Miami Gardens Small
18 Business Growth Program (CMG-SBGP), and

19 WHEREAS, under this Program, qualifying Small Business Enterprise
20 (SBE) firms will receive a ten percent (10%) preference in purchasing and
21 contracting for certain City contracts valued at \$50,000 or below, and

22 WHEREAS, the Procurement Director will determine eligibility to
23 participate in the program and maintain a list of qualifying SBE firms in the City of
24 Miami Gardens, and

25 WHEREAS, the CMG-SBGP aims to increase the number of small
26 businesses acting as prime contractors or consultants for the City, thereby
27 increasing the viability of SBEs in the City of Miami Gardens and their ability to
28 stimulate the local economy, and

Added language is underlined. Deleted language is stricken through.

1 WHEREAS, the Program will complement the City's existing Local
2 Preference Program and the recently approved City of Miami Gardens Business
3 and Resident Economic Growth Plan (CMG-BREP),

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

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

9 Section 2. AMENDMENT: Chapter 2, Article IX, Division 5 of the Code
10 of Ordinances is hereby amended to add Sections 2-797.1 through 2-797.12 as
11 follows:

12 **Small Business Enterprise**

13
14 **Sec. 2-797.1. – Established.**

15 Except where otherwise prohibited by law, the City Council hereby establishes a
16 preference in purchasing and contracting for certain small businesses located in
17 the City of Miami Gardens.

18
19 **Sec. 2-797.2. – Purpose.**

20 Small businesses are the engine of job growth in our economy. In general, locally
21 owned businesses recycle a much larger share of their revenue back into the
22 local economy, enriching the entire community. Therefore, the City Council has
23 determined the City shall take action to increase the participation of small
24 business enterprise (“SBE”) certified firms in City projects. This will spur
25 economic growth in the City of Miami Gardens and positively impact the City’s
26 residents.

27 **Sec. 2-797.3. – Applicability.**

28 This policy applies to all City of Miami Gardens certified SBEs bidding on
29 contracts valued at \$50,000 or below.

30

Added language is underlined. Deleted language is stricken through.

1 **Sec. 2-797.4. - Exceptions.**

2 The preference set forth in this article shall not apply to any of the following
3 purchases or contracts:

- 4
- 5 (a) Purchases or contracts with an estimated value of \$50,001.00 or above;
 - 6 (b) Purchases exempted by law, rule, policy or procedure from the
7 requirements for competitive solicitation/bid;
 - 8 (c) Purchases or contracts which are funded, in whole or in part by a
9 governmental entity and the laws, regulations, or policies governing such
10 funding which prohibit application of this preference;
 - 11 (d) Purchases made or contracts let under emergency procurement situations
12 as such are defined in the city's procurement policies and procedures or
13 as determined by city council;
 - 14 (e) Purchases made through purchasing cooperatives or through the use of
15 existing contracts with other governmental jurisdictions, the state or
16 federal agencies;
 - 17 (f) Any purchase exempted from the purchasing requirements in accordance
18 with the city's purchasing ordinance.

19 **Sec. 2-797.5. - Objectives and definitions.**

20 (a) Program objectives.

- 21
- 22 1. To ensure small Miami Gardens-based entities are provided
23 sufficient opportunities to meaningfully participate in the award of
24 City-funded contracts; and
 - 25
 - 26 2. To ensure entities meeting the eligibility criteria stated herein are
27 permitted to participate in the CMG-SBGP.

28

29 (b) Administrative Procedures. The Procurement Director, or his or her
30 designee, shall develop administrative procedures to fully implement the
31 provisions of this Ordinance. However, if there is any conflict between
32 the provisions of this Ordinance and those procedures, the provisions of
33 this Ordinance shall control.

34

35 (c) Program definitions.

- 36 1. Affiliate means any entity that is a parent or subsidiary of, or as
37 determined by the Procurement Director is related to, an entity
38 certified or seeking certification under this section.
- 39 2. Bid means a response to any City procurement solicitation.

Added language is underlined. Deleted language is stricken through.

- 1 3. Bidder means an entity submitting a response to any City
2 procurement solicitation.
- 3 4. Broker means an entity seeking to provide goods or services to the
4 City the entity does not provide to other customers in the ordinary
5 course of its business. Where the procurement at issue primarily
6 involves the purchase of goods, an entity that does not, as
7 determined by the Procurement Director, stock in its inventory the
8 general type of goods it seeks to provide to the City is a broker. The
9 preceding sentence shall not apply when the cost of an individual
10 unit of goods addressed by the procurement exceeds twenty-five
11 thousand dollars (\$25,000).
- 12 5. City of Miami Gardens Small Business Growth Program means all
13 requirements of this Ordinance, as well as any administrative
14 policies or procedures adopted pursuant to this Ordinance.
- 15 6. Commercially useful function means a SBE has direct contractual
16 responsibility for the execution of a distinct element of the work of a
17 City contract; is required to carry out its contractual responsibilities
18 by actually providing, performing, managing, and supervising the
19 work involved in contract; and does not act as a broker.
- 20 7. Continuous operating presence means an entity with a current
21 business tax receipt issued by the City of Miami Gardens; having a
22 physical address number and street name located within the
23 geographical limits of the City of Miami Gardens (not a P.O. Box);
24 has continuously maintained such address for at least one (1) year
25 prior to the time of application for certification; and, as determined by
26 the Procurement Director, employs sufficient employees in Miami
27 Gardens, or otherwise demonstrates it has sufficient staffing, to
28 perform the work required under a contract covered by this section.
29 A SBE may not use a government-owned facility as a business
30 address for purposes of establishing a continuous operating
31 presence.
- 32 8. Personal net worth means the value of the assets of an individual
33 after total liabilities (not including contingent liabilities) are deducted.
34 For purposes of SBE certification, an individual's personal net worth
35 shall not include either the individual's ownership interest in any SBE
36 applying for certification or certified by the City, or the individual's
37 equity in his or her primary place of residence.
- 38 9. Prime Contractor means an entity awarded a City contract.
- 39 10. Small Business Enterprise or SBE means an entity certified as an
40 SBE by the City as provided herein.
- 41
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Added language is underlined. Deleted language is stricken through.

1 **Sec. 2-797.6. - Certification.**

2 (a) The Procurement Director shall determine whether an entity is eligible
3 for SBE certification.

4 (b) SBE Eligibility Requirements. In determining whether an entity meets
5 the requirements for SBE eligibility, the Procurement Director shall
6 consider the gross receipts and personal net worth of both the applicant
7 and all affiliates. An entity is eligible for certification as an SBE if it
8 meets the following criteria:

- 9
- 10 1. The firm must be independent and owner operated
 - 11 2. Eligibility is subject to the following gross revenue limitations:
 - 12 a. The firm must not have in excess of \$2 million in average
13 annual gross revenue calculated over the previous (3)
14 calendar years.
 - 15 b. For firms in Construction Services, the firm must not have in
16 excess of \$1 million in average annual gross revenue
17 calculated over the previous three (3) calendar years
 - 18 c. For firms in Contractual Services, the firm must not have in
19 excess of \$600,000 in average annual gross revenue
20 calculated over the previous three (3) calendar years
 - 21 d. For Professional Consultants, the firm must not have in
22 excess of \$200,000 in average annual gross revenue
23 calculated over the previous three (3) calendar years
 - 24 e. Firms offering to sell commodities to the City of Miami
25 Gardens are not subject to any gross revenue limitation with
26 regard to a certification as a commodities firm
 - 27 3. No person with a legal or beneficial ownership interest, direct or
28 indirect, with the entity or any affiliate of the entity shall have a
29 personal net worth exceeding three hundred thousand dollars
30 (\$300,000); and
 - 31 4. The entity shall have a continuous operating presence in the City of
32 Miami Gardens.

33

34 (c) Discriminatory actions forbidden. No person or entity shall be denied
35 SBE certification on the basis of race, color, sex, religion, national
36 origin, disability, age, marital status, political affiliation, sexual
37 orientation, pregnancy, or gender identity and expression.

38 (d) Application for Certification.

- 39 1. An entity seeking certification as a SBE shall submit an application
40 demonstrating the entity meets the eligibility requirements of
41 paragraph (b) above, as applicable. In addition, the entity must
42 identify which goods or services it provides or sells in the ordinary
43 course of its business to customers other than the City. An entity will

Added language is underlined. Deleted language is stricken through.

1 only be certified to provide goods or services to the City that the
2 entity also provides to other customers in the ordinary course of its
3 business. Brokers are not eligible for certification.

- 4
5 2. Applications for certification must be submitted in a form and manner
6 determined by the Program Director.

7 **Sec. 2-797.8. – Bid preference for SBEs.**

8 (a) City of Miami Gardens certified SBEs will be granted a bid preference of
9 ten percent (10%) on eligible contracts.

10
11 (b) If certified SBE also qualifies for the City of Miami Gardens local vendor
12 preference, the vendor must indicate which preference will be applied to
13 the bid. SBEs will not be allowed to apply for both preferences.

14 **Sec. 2-797.9. - Participation requirements.**

15 (a) SBEs may not participate in a City contract unless they are certified, at
16 the time of bid submission/opening, to perform the type of work required
17 by the contract.

18 (b) SBEs may participate in a City contract only if they are performing a
19 commercially useful function in the contract and are not acting as a
20 broker.

21 (c) The administrative procedures adopted pursuant to this Program shall
22 include procedures by which the Procurement Director will monitor SBE
23 participation on City contracts.

24
25 **Sec. 2-797.10. – Enforcement.**

26
27 (a) All entities bidding on or participating in City contracts subject to this
28 Program are responsible for meeting the requirements of this Program
29 and the requirements of any administrative procedures adopted
30 pursuant to this Program. If an entity fails to comply with these
31 requirements, the City may exercise any administrative remedies it has
32 under the City's Procurement Code, administrative procedures adopted
33 pursuant to this Program, or any other right or remedy provided in the
34 contract or under applicable law, with all of such rights and remedies
35 being cumulative.

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38
Added language is underlined. Deleted language is stricken through.

1 **Sec. 2-797.11. - Administrative requirements.**

- 2 (a) Establishment of SBE Directory. The Procurement Director shall
3 maintain a directory listing all certified SBEs. The listing shall include
4 each entity's address, phone number, and the type(s) of work the entity
5 has been certified to perform as an SBE on a City contract.
6 (b) Whenever adjustments to criteria for SBE eligibility are proposed, they
7 shall be promptly published by the Procurement Director.
8

9 **Sec. 2-797.12. - Decertification and appeals.**

- 10 (a) Decertification. If the Procurement Director determines a certified entity
11 no longer meets the SBE eligibility requirements of this Ordinance, or
12 has otherwise violated the provisions of this Ordinance, the
13 Procurement Director shall send the entity a notice of decertification and
14 transmit a copy to the City Manager.
15 (b) Reapplication. An entity decertified pursuant to this section may not
16 reapply for certification until one (1) year after its decertification.
17 (c) Appeals. An entity wanting to appeal a decertification may do so in
18 writing to the City Manager within fifteen (15) days of notice of
19 decertification, who shall make the final determination.
20

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

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

28 Section 5. INCLUSION IN CODE: It is the intention of the City
29 Council of the City of Miami Gardens that the provisions of this Ordinance shall
30 become and be made a part of the Code of Ordinances of the City of Miami
31 Gardens and that the section of this Ordinance may be renumbered or relettered

Added language is underlined. Deleted language is stricken through.

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

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

6 PASSED ON FIRST READING ON THE ____ DAY OF _____,
7 2015.

8 PASSED ON SECOND READING ON THE ____ DAY OF _____,
9 2015.

10

11 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
12 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
13 _____, 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Added language is underlined. Deleted language is stricken through.

1
2 Moved by: _____
3 Second by: _____

4
5 **VOTE:** _____

6			
7	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
8	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
9	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
10	Councilman David Williams Jr	_____ (Yes)	_____ (No)
11	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
12	Councilman Rodney Harris	_____ (Yes)	_____ (No)
13	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)
14			

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Added language is underlined. Deleted language is stricken through.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>		X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X				x	
Funding Source:	<i>(Enter Fund & Dept)</i> Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
					x		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communcation <input type="checkbox"/>			
	X						
Sponsor Name	Cameron Benson, City Manager		Department:	City Manager			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, DIVISION 5 OF THE CODE OF ORDINANCES TO ADD SECTIONS 2-790 THROUGH 2-796 TO ESTABLISH THE “CITY OF MIAMI GARDENS BUSINESS AND RESIDENT ECONOMIC GROWTH PLAN” PURCHASING PREFERENCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens is committed to helping residents secure and maintain gainful employment. In line with this goal, the City of Miami Gardens is establishing a preference to businesses, in the award

**Item I-1) Ordinance
Second Reading
Business and Resident
Economic Growth Plan**

of contracts, when the business prepares a City of Miami Gardens Business and Resident Economic Growth Plan (CMG-BREP). The CMG-BREP will detail how the business plans to provide employment, training, apprenticeship and mentoring opportunities to the City's residents. To successfully complete a CMG-BREP, businesses must register with CareerSource South Florida and complete their CMG-BREP with CareerSource South Florida's designated CMG-BREP representative.

There are approximately 30,000 unemployed/under-employed job seeker residents within the City of Miami Gardens. The CMG-BREP is meant to ensure the City's residents benefit from the employment opportunities created within the City. Under the CMG-BREP, dollars spent to procure goods will result in increased employment and workforce training opportunities for members of the local community. This will enhance the quality of life for residents of the City of Miami Gardens and ensure a well-trained and skilled workforce for businesses in the City.

Bidders responding to solicitations exceeding \$50,000 may submit a CMG-BREP. The CMG-BREP must be submitted prior to the applicable deadline for bid submission and the bidder must adhere to any additional CMG-BREP requirements specified in the solicitation document.

Excluded from participation are companies with contracts valued under \$50,000; those exempted by law, rule or police; contracts that are funded both fully and in part by the government; emergency contracts; co-ops and existing contracts with other governmental jurisdictions and any other purchase exempted from the purchasing requirements in accordance with the City's Purchasing Ordinance.

If approved, the City's Procurement Ordinance will be amended to contain the CMG-BREP policy.

Proposed Action:

It is recommended the City Council approve the attached Ordinance.

Attachment:

ORDINANCE NO. 2015_____

1
2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
4 OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2,
5 ARTICLE IX, DIVISION 5 OF THE CODE OF ORDINANCES
6 TO ADD SECTIONS 2-790 THROUGH 2-796 TO
7 ESTABLISH THE "CITY OF MIAMI GARDENS BUSINESS
8 AND RESIDENT ECONOMIC GROWTH PLAN"
9 PURCHASING PREFERENCE; PROVIDING FOR
10 ADOPTION OF REPRESENTATIONS; REPEALING ALL
11 ORDINANCES IN CONFLICT; PROVIDING A
12 SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN
13 CODE; PROVIDING AN EFFECTIVE DATE.
14

15 WHEREAS, there are approximately 30,000 unemployed/under-employed
16 job seeker residents within the City of Miami Gardens, and

17 WHEREAS, the City of Miami Gardens is committed to helping residents
18 secure and maintain gainful employment, and in line with this goal, the City of
19 Miami Gardens is hereby establishing a preference to businesses, in the award
20 of contracts, when the business prepares a City of Miami Gardens Business and
21 Resident Economic Growth Plan (CMG-BREP), and

22 WHEREAS, the CMG-BREP will detail how the business plans to provide
23 employment, training, apprenticeship and mentoring opportunities to the City's
24 residents, and

25 WHEREAS, to successfully complete a CMG-BREP, businesses must
26 register with CareerSource South Florida and complete their CMG-BREP with
27 CareerSource South Florida's designated CMG-BREP representative, and

28 WHEREAS, the CMG-BREP is meant to ensure the City's residents
29 benefit from the employment opportunities created within the City, and

Added language is underlined. Deleted language is stricken through.

1 WHEREAS, under the CMG-BREP, dollars spent to procure goods will
2 result in increased employment and workforce training opportunities for members
3 of the local community, enhancing the quality of life for residents of the City of
4 Miami Gardens and ensure a well-trained and skilled workforce for businesses in
5 the City,

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

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

11 Section 2. AMENDMENT: Chapter 2, Article IX, Division 5 of the Code
12 of Ordinances is hereby amended to add Sections 2-790 through 2-796 as
13 follows:

14 **Sec. 2-790. – Established**

15
16 Except where federal or state law or a funding restriction mandates to the
17 contrary, the City Council hereby establishes a preference in purchasing and
18 contracting for businesses preparing a City of Miami Gardens Business and
19 Resident Economic Growth Plan (CMG-BREP) detailing how the business plans
20 to provide employment, training, apprenticeship and mentoring opportunities to
21 the City's residents.

22
23 **Sec. 2-791. – Findings of fact.**

24 Each year, the City spends significant amounts purchasing goods and services.
25 The dollars used to make these purchases are derived, in large part, from taxes
26 and fees imposed on local businesses. The City Council has determined the
27 funds generated in the community, to the extent possible, should be placed back
28 into the local community to aid residents in their pursuit of stable and gainful
29 employment. Currently, more than 30,000 of the City's residents are
30 unemployed/under-employed job seekers. Therefore, increasing employment,

Added language is underlined. Deleted language is stricken through.

1 training, apprenticeships and mentoring opportunities will positively impact a
2 significant amount of residents in the City of Miami Gardens.

3
4 **Sec. 2.792. – Purpose; scope, applicability.**

5
6 (a) The CMG-BREP is meant to ensure dollars spent to procure goods will
7 result in increased employment and workforce training opportunities for
8 members of the local community. This will enhance the quality of life for
9 residents of the City of Miami Gardens and ensure a well-trained and
10 skilled workforce for businesses in the City.

11
12 (b) This policy applies to all businesses interested in participating in City
13 procurement activities. Eligible businesses must demonstrate completion
14 of a CMG-BREP plan approved by a CareerSource South Florida
15 representative.

16 **Sec. 2-793. – Policy statement; exception**

17
18 In the purchase or letting of contracts for procurement of personal property,
19 materials, certain contractual services and construction of improvements to real
20 property or to existing structures, the City Council or other purchasing authority,
21 may give a preference to businesses that submit a CareerSource South Florida
22 approved CMG-BREP detailing their plan to provide employment, training,
23 apprenticeships and mentoring opportunities to City Residents.

24
25 (a) The preference set forth in this article shall not apply to any of the
26 following purchases or contracts:

- 27
28 (1) Purchases or contracts with an estimated value of \$50,000.00
29 or less;
30 (2) Purchases exempted by law, rule, policy or procedure from the
31 requirements for competitive solicitation/bid;
32 (3) Purchases or contracts which are funded, in whole or in part by
33 a governmental entity and the laws, regulations, or policies
34 governing such funding which prohibit application of that
35 preference;
36 (4) Purchases made or contracts let under emergency procurement
37 situations as such are defined in the city's procurement policies
38 and procedures or as determined by city council;

Added language is underlined. Deleted language is stricken through.

- (5) Purchases that are made through purchasing cooperatives or through the use of existing contracts with other governmental jurisdictions, the state or federal agencies;
- (6) Any purchases that are exempt from the purchasing requirements in accordance with the city's purchasing ordinance.

Sec. 2-794. – Procedures.

- (a) All businesses applying for procurement preference under this policy shall register with CareerSource South Florida and complete the CMG-BREP with CareerSource South Florida's designated CMG-BREP representative. The CMG-BREP representative will provide the bidder with the information and resources necessary to satisfactorily complete their CMG-BREP. At a minimum, this plan must state the number of residents to be employed, training sessions to be held, apprenticeships to be offered, and mentoring sessions to be administered by the business. The CMG-BREP shall also provide the job descriptions for the positions/internships/apprenticeships referred to in the plan and identify the steps the bidder will take to ensure both Prime and Subcontractors utilize and/or employ local businesses and residents in every phase of the Project, from community outreach to completion. The CMG-BREP shall be submitted at the time of submittal of the bid or request for proposal/qualifications.
- (b) Bidders responding to solicitations exceeding \$50,000 may submit a CMG-BREP. The CMG-BREP must be submitted prior to the applicable deadline for bid submission and must be accompanied by other requested bid documents.
- (c) For contract awards based upon evaluation criteria pursuant to a points system, CMG-BREP points shall be awarded as follows:

<u>Bidder with a CareerSource South Florida approved City of Miami Gardens Business and Resident Economic Growth Plan</u>	<u>15 points</u>
--	-------------------------

Added language is underlined. Deleted language is stricken through.

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2-795. - Waiver and Addition of the CMG-BREP Requirement.

The City Manager may waive this requirement if the highly technical nature of the work makes completing a CMG-BREP unfeasible. The City Manager may add the CMG-BREP requirement to any solicitation the City Manager deems appropriate and in the best interest of the City.

2-796 – Sanctions for non-performance, inadequate performance, or violation of CMG-BREP

Sanctions include:

(a) Applicable city contracts shall include provisions stating the nature of the sanctions to be imposed on a contractor that does not perform in the manner outlined in their CMG-BREP. Such sanctions shall include, but not be limited to, the following:

1. Suspension of contract until contractor performs obligations, if appropriate.
2. Default and/or termination.
3. Payment of \$1,500.00 per employee, or the value of wages that would have been earned by employees injured by contractor's noncompliance, whichever is less.

(b) If any contractor attempts to comply with the provisions of this section through fraud, misrepresentation or material misstatement, the city, in its sole discretion, may immediately terminate the subject city contract.

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

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

Added language is underlined. Deleted language is stricken through.

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

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

10 PASSED ON FIRST READING ON THE 27th DAY OF MAY, 2015.

11 PASSED ON SECOND READING ON THE ____ DAY OF _____,
12 2015.

13

14 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
15 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF
16 _____, 2015.

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23 **ATTEST:**

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27 _____
RONETTA TAYLOR, MMC, CITY CLERK

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OLIVER GILBERT, III, MAYOR

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

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

Second by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

21

Added language is underlined. Deleted language is stricken through.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	General Fund		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	NA			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	David Williams Jr., Councilman		Department:	Office of Mayor & City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY TO PARTNER WITH THE INTERNATIONAL BLACK ARTS BAZAAR (IBAB), TO HOST AN ART FAIR ON OCTOBER 9-11, 2015 AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; AUTHORIZING LESTER BROWN PARK BE USED AS OFF-SITE PARKING; WAIVING THE FACILITIES FEE FOR BOTH FACILITIES; AUTHORIZING THE CITY TO PROVIDE PARKS AND RECREATION EMPLOYEE STAFFING AND POLICE OVERTIME FOR THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Councilman Williams wishes to partner with International Black Arts Bazaar (IBAB) to bring their annual event to the City of Miami Gardens on October 9 – 11, 2015. Artists from America, Africa, South
**Item K-1) Consent Agenda
 Resolution
 International Black Arts Bazaar**

American and the Caribbean will be featured at Betty T. Ferguson Recreational Complex. Planned activities are as follows:

- Grant Bazaar Kick Off Cocktail Party Opening Celebration Event: October 9, 2015; paid admission; will be held in the gymnasium
- International Black Art Bazaar: October 10 -11, 2015; free to the public; will be held on field west of the Center
- Easel Talks: October 10 -11, 2015; will be held in auditorium
- Bazaar Soundstage: October 11, 2015; free concert; will be held at amphitheater.

The host committee estimates 10,000 attendees will visit Miami Gardens during the Columbus Day weekend to purchase and view art from exhibitors.

The bazaar's goals are to provide a launching pad for new and exciting artists, allow Miami Dade County students the opportunity to be a part of the International Art scene by attending the skill workshops, and make Miami Gardens the center for African American, Africa, South American, and Caribbean art in the region.

Fiscal Impact

Based on the projected attendance, Police Department and Recreation Department will require additional staffing to ensure safety and needs for the events. The estimated staff cost is approximately \$34,818. IBAB agrees to donate a portion of ticket, vendor booth, and parking sales proceeds to the Friends of Miami Gardens in support of science and recreation programming for school age children and to cover staff costs. Based on past experiences, IBAB predicts the donation will be approximately \$40,000.

Proposed Action:

It is being recommended by Councilman Williams to support this resolution.

Attachment:

Attachment – A: Fact Sheet

RESOLUTION NO. 2015_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY TO
5 PARTNER WITH THE INTERNATIONAL BLACK ARTS BAZAAR
6 (IBAB), TO HOST AN ART FAIR ON OCTOBER 9-11, 2015 AT
7 THE BETTY T. FERGUSON RECREATIONAL COMPLEX;
8 AUTHORIZING LESTER BROWN PARK BE USED AS OFF-SITE
9 PARKING; WAIVING THE FACILITIES FEE FOR BOTH
10 FACILITIES; AUTHORIZING THE CITY TO PROVIDE PARKS
11 AND RECREATION EMPLOYEE STAFFING AND POLICE
12 OVERTIME FOR THE EVENT; PROVIDING FOR THE ADOPTION
13 OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE
14 DATE.
15

16 WHEREAS, Councilman Williams would like for the City to partner with
17 International Black Arts Bazaar (IBAB) to host an Art event at the Betty T. Ferguson
18 Recreational Complex on October 9-11, 2015, and

19 WHEREAS, the IBAB's goals are to provide a launching pad for new and exciting
20 artists, allowing Miami-Dade County students the opportunity to be a part of the
21 International Art scene by attending the skill workshops and making the City Miami
22 Gardens the center for African American, Africa, South American, and Caribbean art in
23 the region, and

24 WHEREAS, the host committee estimates 10,000 attendees will visit the City
25 Miami Gardens during the Columbus Day weekend to purchase and view art from
26 featured exhibitors, and

27 WHEREAS, the Grant Bazaar Kick Off Cocktail Party Opening Celebration event
28 will be held on October 9, 2015,

29 WHEREAS, the International Black Art Bazaar and Easel Talks will be held on
30 October 10-11, 2015, and will be free to the public, and

31 WHEREAS, the Bazaar Soundstage to be held on close the event on October
32 11, 2015, will be free to the public and

33 WHEREAS, the Grant Bazaar Kick Off Cocktail Party and the Closing Concert
34 will be paid events, and

35 WHEREAS, Councilman Williams is recommending the use of the Betty T.
36 Ferguson Recreational Complex for this purpose, the Lester Brown Park be used as off-
37 site parking, and is requesting the facility fee for these venues be waived, and

38 WHEREAS, Councilman Williams is also recommending that the City provide
39 staffing through the City's Parks and Recreation Department and the City of Miami
40 Gardens' Police Department, and

41 WHEREAS, it is expected that the fiscal impact to the City will be \$ 34,818, which
42 will be paid from the General Fund, and

43 WHEREAS, IBAB agrees to donate a portion of ticket, vendor booth, and
44 parking sale proceeds to the Friends of Miami Gardens in support of science and
45 recreation programming for school age children and to cover staff costs.

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

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

51 Section 2: AUTHORIZATION: The City Council for the City of Miami Gardens
52 authorizes the City to partner with the International Black Arts Bazaar (IBAB), to host an
53 Art Fair on October 9-11, 2015 at the Betty T. Ferguson Recreational Complex. The
54 City Council also authorizes Lester Brown Park be used as off-site parking. In addition,
55 the City Council hereby waives the facilities fee for both facilities, and authorizes the
56 City to provide parks and recreation employee staffing and police overtime for the event.

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

59 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
60 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

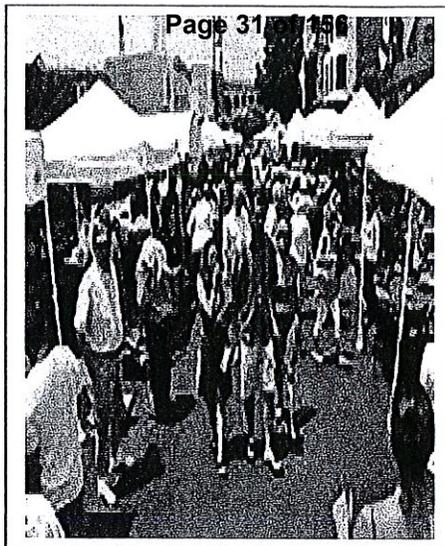
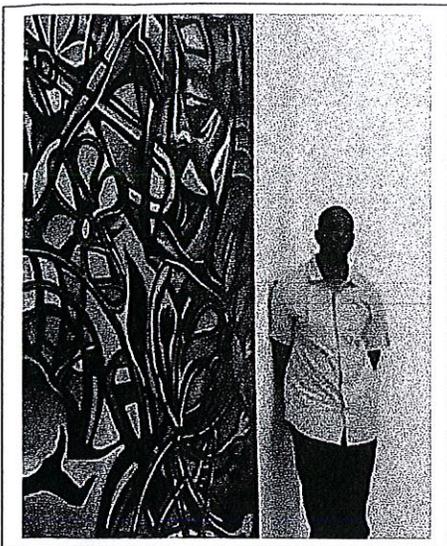
SPONSORED BY:

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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**OCT 09-11,
2015
INTERNATIONAL
BLACK ARTS
BAZAAR**

**"THE WORLD'S TOP BLACK VISUAL ARTISTS AND
VISUAL PERFORMERS. IN ONE OF THE WORLD'S
GREATEST ART CITIES."**

**2015 IBAB Opening
Celebration Event**

**200 of the best
artists from
America, Africa,
South America,
Caribbean**

**Private Art Debuts
& Showings**

**Art Collectors from
all around the
world, on one of
America's most
important weekends**

**Film Presentations,
Closing concert,**

HOST CITY

**City of Miami Gardens,
Florida**

The 2015 International Black Arts Bazaar Debuts in Miami Gardens, FL on Oct 09 11, 2015.
The bazaar itself will be located in the City of Miami Gardens at Betty Ferguson Center .

There are several high profile opportunities to reach a vast audience of this nature for domestic and international business. As you may be aware the art scene in Miami Dade County is continuing to build worldwide. Art Basel is held in Miami yearly. Because of that the art community travels to the capitol of the Americas when Miami is presenting an event that has an impact such as this.

IBAB will be hosting up to 200 international and U.S. Black Artists from Visual Arts, Performing Arts, & Photographic Arts. Artist from as far as Africa , Latin America, Central America, South America, the Caribbean, and the United States. On one of the biggest weekends in the U.S. Columbus day weekend. Currently, Miami hosts over 100,000 people every year on this major weekend with persons coming from all around the United States. There are positives as well as negatives; IBAB will make Miami Gardens the center of Black Art Community in the Americas. Part of the proceeds will go to the Non profit organization Science Foundation which will help with community programs for it's young students interested in the sciences.

During the weekend, an estimated 10,000 attendees will come to Miami Gardens to purchase, view, as well patronizes new and exciting art exhibits in multi forms of arts. The Bazaar goal is to have over 30,000 attendees per year, in the next 3 years. Currently, in Atlanta the National Black Arts Festival is held every June. The NBAF generates over 10 million dollars in economic impact and over 300,000 attendees and is a major tourism engine during each summer. (please refer to Minority News Article)

The bazaar's goals are to continue to Make Miami Gardens the center of African American, African , Caribbean, Art in the Western Hemisphere. Secondly, provide a launching pad for new and exciting artists as well as to be the place for the Hemisphere best artists to come and showcase their works yearly. Lastly, provide opportunity to African American Students in Miami Dade County to see if they have the talent to be a part of the International Art scene by attending Art skill workshops as well as Q&A Sessions with some of best artists in the world. In 2016, The IBAB may move to the month of May during (Memorial Day Weekend).

Artists such as Joy Smith, George Nock, Larry "Poncho" Brown, Edward Clark Glen Ligon, and others are excited to have the opportunity to show their works on an international stage. Vocal Artists such as Jaguar Wright, Nicole Henry, Dionne Farris, Caribbean Jazz Project, Kindred the Family Stone, Maysa, and Najee are some of the musical artists contacted for the closing Soundstage concert on October 11, 2015.

The proposed Event Schedule for the IBAB 2015

The Grand Bazaar Kick-off Cocktail Party

October 9, 2015

Easel Talks (Q&A Sessions with Artists)

October 10 & 11, 2015

The Bazaar Soundstage

October 10 & 11, 2015

The Musical Showcase @ The Bazaar

Closing Event October 11, 2015

THE IBAB TEAM

Andre' K Williams

Managing Director

Joy Agness

Events Management & Operations Director

Jozetta Shaw

Director of Administration

Dorrell Stinson

Director of Artists Relations

Don Wiggins

Director of Marketing

Barbara Howard

Director of International Relations

Artist Registration: \$250.00

\$300.00 with power

Artist in the Grand Bazaar Kick-off sowings: will be selected by the IBAB Advisory Board in August 2015. There will be 30 Artists selected.

- See following pages for more information*

Atlanta Prepares For Nat'l Black Arts Festival

ATLANTA - IThe National Black Arts Festival (NBAF) has unveiled its 2015 Gala, *A Salute to the Silver Screen*. The Gala will be an event on July 16, 2011 at 7:00 p.m. at the glamorous and world-famous Ritz-Carlton, Buckhead. This year's Gala honors the many achievements of African Americans in the film industry. Proceeds from the event benefit NBAF's year-round programming including film, visual arts, the summer festival and performing arts; in addition to the award-winning education and public programming and events.

Each year, the Gala offers a one-of-a-kind experience for more than 500 of Atlanta's cultural, business and arts enthusiasts—and this year is no exception. NBAF goes above and beyond its previous galas with Oscar-inspired items for sale; an elegant, seated dinner and the signature service of the Ritz-Carlton. The regal atmosphere of the Ritz-Carlton, Buckhead adds the perfect touch of sophistication and flair to the evening where guests will enjoy a reception with a signature cocktail by Bombay Sapphire. Guests will be dazzled by the Hollywood-inspired décor provided by Tony Brewer and Company and entertained by the Joe Gransden Big Band with music from the silver screen. This fundraiser also includes both silent and live auctions where guests can bid on a host of amazing packages and items generously donated from local businesses. *A Salute to the Silver Screen* is sure to provide guests with a truly memorable experience.

“The NBAF Gala is the highlight of the Atlanta summer social season,” said Sonya Halpern, NBAF Board Member and Co-Chair of the 2011 NBAF Gala. “The Gala is a fun and entertaining event, but more importantly, guests will leave the Gala knowing that [their] support has made a difference...it is because of our supporters that [we at] NBAF can do the work we do.”

NBAF gives special recognition to the Gala leadership and is honored to have three distinguished couples serving as Gala Co-Chairs: Sonya and Daniel Halpern, Stephanie and H. Jerome Russell and Cecilia Houston-Torrence and Leigh Torrence. Presenting sponsors of the Gala are The Coca-Cola Company and UPS. Other prominent sponsors include Wells Fargo, ING Americas, Georgia-Pacific, Federal Home Loan Bank of Atlanta, Southern Company, Northside Hospital, MillerCoors, One Flew South, Turner Broadcasting System, Inc., Turner Classic Movies, Atlanta Daily World, The Atlantian, Bank of America and the Ritz-Carlton, Buckhead; in addition to many other sponsors, partners and individual donors.

Many of Atlanta's socialites, philanthropists, and top business men and women continue to support NBAF's largest fundraiser year after year, and support continues to grow. Early reservations are highly recommended as seating is limited. Attire for the evening is black tie for the gentlemen and black or white gowns for the ladies.

NBAF (National Black Arts Festival) is one of the premier national and international presenters of the art, music and culture of people of African descent. The mission of NBAF is to engage, cultivate and educate diverse audiences about the arts and culture of the African Diaspora and provide opportunities for artistic and creative expression. NBAF produces year-round education and public programming, as well as events presented in collaboration with our partners, in addition to the annual summer festival.

NBAF presents artists from the African Diaspora in all arts disciplines and presentation formats. NBAF hosts more than 300,000 patrons each year and serves more than 20,000 children through the Children's Education Village, the Coretta Scott King Awards Book Fair and many other school-based programs. Each year NBAF generates major sources of economic impact to the areas served by NBAF including Atlanta, Fulton County and the State of Georgia. NBAF is truly a national treasure and has been recognized by the United States Congress and many other national and international arts organizations.

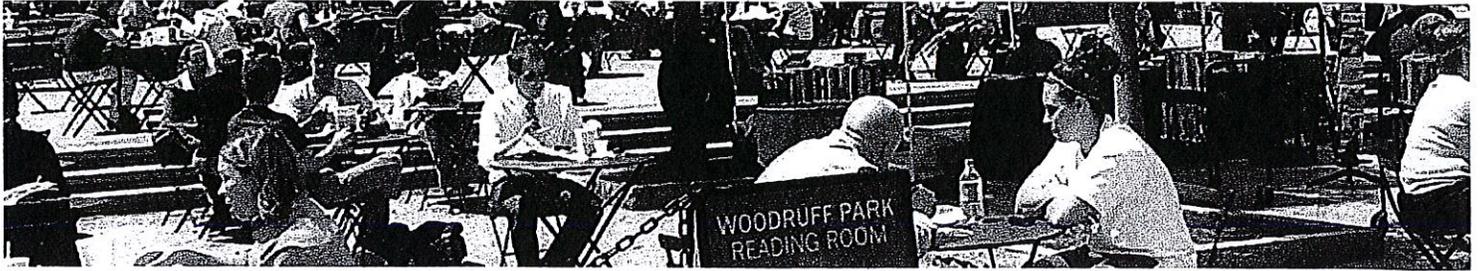
is the largest fundraising event produced by NBAF during the National Black Arts Festival each July. Proceeds from the Gala supports the year-round programming of NBAF. The Gala has become a signature and must attend event.

By supporting the NBAF Gala, you are helping to ensure that NBAF continues to build on its rich legacy and broaden its reach locally, regionally, nationally and internationally. Your investment in NBAF continues to provide the critical support for year-round artistic programming, strategic planning, events and on-going service to the areas we serve. NBAF, through its education department, provides study tours, professional development courses, innovative public arts, cultural programming and many educational offerings. More than 75% of our public programming is free and open to the public.

Ref: Minority News 05/04/2015



Central Atlanta Progress
Atlanta Downtown Improvement District



[Home](#) > [Downtown Events Calendar](#) > [National Black Arts Festival](#)

National Black Arts Festival

Wed, Jul 14, 2015 – Sun, Jul 18, 2015 -

External Link: [Event Website](#)

Location: [Centennial Olympic Park](#)

The NBAF (National Black Arts Festival) has presented unparalleled experiences in music, dance, theater, film, literary arts, humanities and visual arts for over 20 years. Artists of African descent from every continent have graced our stages and exhibit halls. More than 7 million people from the United States and abroad have been in attendance over the years. Come and see why. Join us in Atlanta for this global celebration of the art of the African Diaspora at the Summer Festival, July 14-18, 2015.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes No
Funding Source:			Advertising Requirement:	Yes		No
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>		
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:		
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	N/A		
Sponsor Name:	Cameron Benson. City Manager		Department:	Development Services & Code Compliance		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN INTERLOCAL AGREEMENT WITH THE TOWN OF MIAMI LAKES FOR STORMWATER SERVICES ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

In 2009, the City of Miami Gardens adopted the Floodplain Management Regulations in accordance with Florida

**Item K-2) Consent Agenda
Resolution
Interlocal Agreement w/ Town of
Miami Lakes for Stormwater Services**

Statue Chapter 166. Pursuant to the Ordinance, a Floodplain Administrator (FA) was designated to administer FEMA floodplain programs such as the National Flood Insurance Program (NFIP) and Community Rating System (CRS). The (NFIP) is aimed at reducing the impact of flooding on private and public structures. This is achieved by providing affordable insurance for property owners and by encouraging communities to adopt and enforce floodplain management regulations. The CRS recognizes and encourages community floodplain management activities that exceed the minimum NFIP standards. Depending upon the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%.

On March 27, 2015 the FA retired from the City. During his tenure with the City, the FA worked to achieve a CRS rating of 8 which translates to a 20% reduction in flood insurance premium rates for City of Miami Gardens policyholders. Recognizing the need to continue providing floodplain administration and in an effort to streamline the budget, a portion of the FA essential functions i.e. plan review and inspections were redistributed among existing City staff. Staff solicited technical assistance in administration of the City's CRS and NFIP programs from the Town of Miami Lakes pursuant to Florida Statutes Section 163.01, that allows local governments to make the most efficient use of their powers to enable them to cooperate with each other, when mutually advantageous, in providing services and facilities in the best interest of the public.

Current

On May 5, 2015, the Town of Miami Lakes passed Resolution XXXX attached hereto in Exhibit "A", to provide floodplain management services and technical support services to the City. Staff from both municipalities have prepared a draft Interlocal Agreement specifying the terms and conditions for the Town of Miami Lakes to provide Floodplain Administration services to include CRS and NFIP programs within the City of Miami Gardens municipal boundaries. A resolution authorizing the City Manager to negotiate and execute the Interlocal Agreement is needed. Services are expected to commence immediately after both parties have executed the Interlocal Agreement.

Fiscal Impact

As a result of savings from the Floodplain Manager position, the City Manager will allocate up to \$50,000 for services rendered by the Town of Miami Lakes for each fiscal year.

Proposed Action:

It is recommended the City Council approve the attached resolution authorizing the City Manager to negotiate and execute the Interlocal Agreement with the Town of Miami Lakes for the provision of Floodplain Management Services.

Attachment:

Exhibit "A" – Town of Miami Lakes Resolution

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN INTERLOCAL AGREEMENT WITH THE TOWN OF MIAMI LAKES FOR STORMWATER SERVICES ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the City of Miami Gardens adopted the Floodplain Management Regulations in accordance with Chapter, 166, Florida Statutes, and

WHEREAS, pursuant to the Ordinance, a Floodplain Administrator (FA) must be designated to administer FEMA floodplain programs such as the National Flood Insurance Program (NFIP) and Community Rating System (CRS), and

WHEREAS, City staff has solicited technical assistance in administration of the City's CRS and NFIP programs from the Town of Miami Lakes pursuant to Florida Statutes Section 163.01, which allows local governments to make the most efficient use of their powers to enable them to cooperate with each other, when mutually advantageous, in providing services and facilities in the best interest of the public, and

WHEREAS, Town of Miami Lakes has adopted a Resolution authorizing the Town to enter into an Interlocal Agreement with the City of Miami Gardens to provide floodplain management services and technical support services to the City, and

WHEREAS, the City Manager is recommending that the City enter such an agreement with the Town,

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

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

33 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
34 hereby authorizes the City Manager and City Clerk to execute and attest respectively
35 that certain Interlocal Agreement with the Town of Miami Lakes for stormwater services.
36 attached hereto as exhibit "A."

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

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

42 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
43 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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50 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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Moved by: _____

OLIVER GILBERT, III, MAYOR

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64 **VOTE:** _____

65

66 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

67 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

68 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

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

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

71 Councilman Rodney Harris _____ (Yes) _____ (No)

72 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

73

RESOLUTION NO. 15-1306

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND THE TOWN OF MIAMI LAKES FOR THE PROVISION OF FLOODPLAIN MANAGEMENT SERVICES AND TECHNICAL SUPPORT SERVICES SUBJECT TO APPROVAL AS TO FORM AND LEGALITY BY THE TOWN ATTORNEY; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (“Town”) operates a floodplain management program within the Town’s Building Department; and

WHEREAS, Town Staff have been negotiating an agreement with the City of Miami Gardens whereby the Town would provide floodplain management services and technical support services to the City of Miami Gardens; and

WHEREAS, an interlocal agreement with the City of Miami Gardens is consistent with the Town’s strategic plan to begin outsourcing consulting services; and

WHEREAS, the Town Council finds that authorizing the Town Manager to enter into an interlocal agreement between the City of Miami Gardens and the Town for the provision of floodplain management services and technical support services is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization of Town Officials. The Town Manager is authorized to enter into an interlocal agreement with the City of Miami Gardens for the provision of floodplain management services and technical support services. The interlocal agreement with the City of Miami Gardens shall be approved as to form and legality by the Town Attorney.

Section 3. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the interlocal agreement with the City of Miami Gardens.

Section 4. Execution of Agreement. The Town Manager is authorized to execute, on behalf of the Town, an interlocal agreement with the City of Miami Gardens for the provision of floodplain management services and technical support services in substantially the same form as the proposed interlocal agreement attached hereto as Exhibit "A"; to execute any required agreements and/or documents to implement the terms and conditions of the interlocal agreement; and to execute any extensions and/or amendments to the interlocal agreement, subject to approval as to form and legality by the Town Attorney.

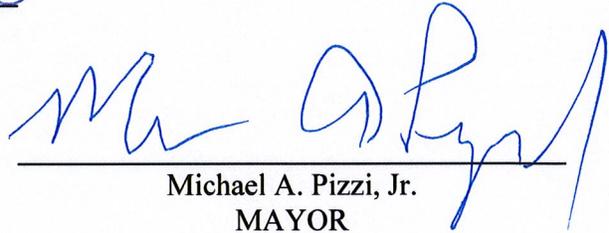
Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

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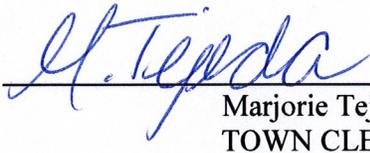
Passed and adopted this 5th day of May, 2015.

The foregoing resolution was offered by Tony Lama who moved its adoption. The motion was seconded by Nelson Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Michael A. Pizzi, Jr.	<u>No</u>
Vice Mayor Manny Cid	<u>No</u>
Councilmember Tim Daubert	<u>Yes</u>
Councilmember Tony Lama	<u>Yes</u>
Councilmember Ceasar Mestre	<u>absent</u>
Councilmember Frank Mingo	<u>absent</u>
Councilmember Nelson Rodriguez	<u>Yes</u>


Michael A. Pizzi, Jr.
MAYOR

Attest:


Marjorie Tejada
TOWN CLERK

Approved as to form and legal sufficiency:


Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MIAMI GARDENS AND THE TOWN OF MIAMI LAKES
FOR FLOODPLAIN MANAGEMENT SERVICES AND TECHNICAL SUPPORT SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2015, by and between the City of Miami Gardens, Florida (the “City”), a Florida municipal corporation, and the Town of Miami Lakes, Florida (the “Town”), a Florida municipal corporation, who are jointly referred to herein as the Parties.

WITNESSETH

WHEREAS, the City and the Town agree to enter into an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with each other, when mutually advantageous, in providing services and facilities in the best interest of the public; and

WHEREAS, pursuant to Miami Gardens, Florida, Resolution No. _____, the City has authorized and approved the execution of this Agreement; and

WHEREAS, pursuant to Town of Miami Lakes, Florida, Resolution No. _____, the Town has authorized and approved the execution of this Agreement; and

WHEREAS, the Town operates floodplain management services within the Town’s Building Department; and

WHEREAS, the Town has expressed an interest in contracting with the City to perform floodplain management services; and

WHEREAS, the City and the Town have established a mutually beneficial proposal that provides for additional revenue to the Town, while fulfilling the need for floodplain management services to the City.

NOW THEREFORE, for and in consideration of the terms, conditions and covenants contained herein, the City and the Town agrees as follows:

1. **Purpose:** The Town hereby agrees to provide floodplain management services and technical support services (the “Scope of Services” or “Services”) to the City, pursuant to the Scope of Services described and attached hereto in Exhibit “A” and incorporated herein, in accordance with the terms and conditions of this Agreement.
2. **Term:** The Town will provide the Services for a period of three (3) years, commencing ten (10) days from the date of execution of this Agreement by both Parties.
3. **Option to Renew:** The Parties reserve the right to renew this Agreement for a two (2) year term upon the mutual consent and written agreement of both Parties.
4. **Cancellation:** This Agreement may be canceled by either Party, with or without cause, by providing sixty (60) days written notice of the intent to terminate during which time the Town shall continue to provide services and the City shall pay for the actual Services provided. Upon the expiration of sixty (60) days, the Town shall have no further obligation to provide any Services to the City, this Agreement shall terminate and the Parties shall be released from all further obligations. It shall be the responsibility of the Town to provide for the floodplain

management services and the community rating system coordination. The Town shall transfer all records of administrative and professional work created or maintained during the term of this Agreement to the City. Once transferred, it shall be the sole responsibility of the City to retain all public records and respond to all requests for public records pursuant to the Florida Public Records Act received by the City of Miami Gardens.

5. **Scope of Service:** The Town agrees to provide the Services as detailed in the “Scope of Services” attached hereto as Exhibit “A” of the Agreement. The scope of services may be modified from time to time by mutual consent of the Town Manager of Miami Lakes and the City Manager of Miami Gardens.
6. Neither Party shall be liable for any delay or failure to perform under this Agreement if such delay or failure is neither the fault of the Party, its employees or agents, or the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers, if no alternate source of supply is available. In the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay or disruption in performance is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party.
7. **Program Manager(s):** The Town’s Program Manager(s) and primary point of contact(s) under this Agreement are Lourdes Rodriguez, the Town’s Permit Supervisor for the Building Department, and Eliezer Palacio, the Town’s Building Official. The City’s Program Manager will be designated by the Miami Garden’s City Manager.
8. **Insurance:** During the term of this Agreement, including renewal(s) and extensions, the Parties shall, at each Party’s sole expense, maintain insurance coverage with such terms and limits as may be reasonable to fully compensate the other Party in the event of a breach of the terms of this Agreement, including but not limited to commercial general liability, premises liability, casualty, workers’ compensation and employers’ liability insurance. A self-insurance program established in accordance with the laws of the State of Florida may provide such coverage. Providing and maintaining adequate insurance coverage is a material obligation of each Party and failure to maintain such coverage is a breach of this Agreement.
9. **Rates, Charges and Work Order Authorization:** The City shall issue a work order for each project to be performed by the Town. The work order authorization will be on a time and materials basis pursuant to the rates based on the salary, benefits and a reasonable overhead amount to be negotiated by the respective City and Town Managers.
10. **Billing and Payment:** The Town agrees that it will bill the City on a monthly basis per the rates approved as per Section 9 of this Agreement. Approval of any invoice by the City shall be within thirty (30) days from the date of the invoice, unless the City disputes or denies the invoice in whole or in part. If denied in part, the City shall pay the undisputed amount of the invoice.
11. **Ownership and Access to Records and Audits:** All records, books, documents, data, deliverables, papers and financial information (the “Records”) that are generated as a result of the Town providing the Services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Town involving transactions related to this Agreement, upon reasonable notice to the Town. The City may cancel and terminate this Agreement immediately for refusal by the Town to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of

Chapter 119, Florida Statutes. It shall be the sole responsibility of the City to respond to all requests for public records received by the City, made pursuant to the Florida Public Records Act, for any records created as a result of the performance of the Parties' respective obligations under the Agreement. The Town shall fully cooperate with the City in response to any request for records received by the City. The City shall be responsible to respond to public records requests where the City maintains custody of the records. Where the Town has forwarded the records to the City, the Town shall notify the requestor that the records requested are in the possession of the City. Upon completion or termination of the Agreement all records, except employee related records, shall be turned over to the City within thirty (30) calendar days. Any payment due the Town may be held pending receipt of the Records.

12. **Mutual Release, Indemnity and Agreement to Defend and Hold Harmless:** the City does not indemnify or insure the Town for the Town's negligence. Likewise, the Town does not indemnify or insure the City for the City's negligence, except as provided in this paragraph 12.

Subject to the limitations set forth in Florida Statute Section 768.28 and except as provided in this Paragraph 12, the Town shall be fully liable for the actions of its respective officers, elected or appointed, directors, employees, and agents ("Town's Releasees") and shall fully indemnify, defend, and hold harmless, the City, its officers, elected or appointed, directors, employees, and agents (collectively referred to as "City's Releases"), from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively referred to as "Claims"), alleged to be caused in whole or in part by the Town, its officers, elected or appointed, directors, employees, and agents in the Town's performance of this Agreement.

Subject to the limitations set forth in Florida Statute Section 768.28, and except as provided in paragraph 12, the City shall be fully liable for the actions of its respective officers, elected or appointed, directors, employees, and agents and shall fully indemnify, defend, and hold harmless, the Town, its officers, elected or appointed, directors, employees, and agents, from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind, alleged to be caused in whole or in part by the City, its officers, elected or appointed, directors, employees, agents and contractors and subcontractors in the City's performance of this Agreement.

13. **City's Release, Indemnity and Agreement to Hold Harmless for Conditions on City's Property.** The agreement to waive, release, indemnify and hold the Town harmless from any and all claims for conditions on the City's property, is additional consideration to the execution of this Agreement. It is made pursuant to Florida Statutes Section 768.28(19). By entering into this Agreement, the City does not intend to assume any risk of liability for damages, losses or injury suffered by the Town, by anyone claiming by or through the Town, or as a result of a third-party claim asserted, raised, or brought against the Town, as a result of any condition on the City's property. This includes any claim for set-off, contribution or subrogation.

Therefore, subject to the amounts of recovery as provided in Florida Statutes Section 768.28(5), the Town hereby releases, indemnifies, and agrees to hold harmless, the City, its officers, elected or appointed, directors, employees, agents, contractors and subcontractors (collectively referred to as "City's Released Parties" respectively), from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered

thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind, alleged to be caused in whole or in part from any defect or dangerous condition on the property or facilities used in the performance of this Agreement by the City (regardless of whether such condition was known or unknown, open, obvious, foreseeable or unforeseeable, hidden or not).

14. **Notice:** All legal notices regarding this agreement must be sent to the following address:

As to the Town:

Town of Miami Lakes
Alex Rey
Town Manager
6601 Main Street
Miami Lakes, FL 33016
reya@miamilakes-fl.gov

Amy Hugunin
Assistant to the Town Manager
6601 Main Street
Miami Lakes, FL 33016
hugunina@miamilakes-fl.gov

As to the City:

City of Miami Gardens, Florida
Cameron Benson
City Manager
Miami Gardens, FL 33056

15. **Severability:** If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
16. **Governing Law; Venue:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, with venue for any action lying solely in Miami-Dade County, Florida.
17. **Waiver:** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
18. **Assignment:** This Agreement is not assignable by either party.
19. **Entire Agreement:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the Parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the Parties. No modifications hereof shall be effective unless made in writing and executed by the Parties hereto.
20. **Captions and Paragraph Headings:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
21. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. It is the Parties' further intention that this Agreement be construed liberally to achieve its intent. Each Party represents that this Agreement has been duly authorized, executed and delivered by their respective governing body, in the manner and form required by their respective applicable local laws, and that each Party has the required power and authority to perform this Agreement.

22. **Exhibits are Inclusionary:** All exhibits whether attached hereto or mentioned herein (reference) which contain additional terms shall be deemed to be part of this Agreement.
23. **Attorney's Fees:** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of attorney's fees and costs.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

FOR THE CITY OF MIAMI GARDENS:

Oliver G. Gilbert III, Mayor

Date

ATTEST:

Ronetta Taylor, City Clerk

Approved as to form and legal sufficiency:

Sonja Knighton Dickens, City Attorney

FOR THE TOWN OF MIAMI LAKES:

Alex Rey, Town Manager

Date

Attest:

Marjorie Tejeda, Town Clerk

Approved as to form and legal sufficiency:

Raul Gastesi, Town Attorney

EXHIBIT A

SCOPE OF SERVICES

The Town shall provide all personnel, equipment, materials and supplies, necessary to perform the Services outlined below.

The Town warrants and represents that its employees have the proper skill, training, background, knowledge, experience, integrity, and character necessary to perform the Services in a competent and professional manner. The Town agrees that the Town will, at all times, employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified personnel necessary to perform the Services in accordance with the Agreement.

All staff assigned by the Town to the performance of the Services shall be employees of the Town. The scope of services to be provided under this agreement will be as follows:

- Perform administrative and professional work as the Floodplain Manager and Community Rating System (CRS) Coordinator in the daily implementation of activities related to the National Flood Insurance Program (NFIP). Review and update as required the City's Flood Plain Management Ordinance
- Review building permits to determine flood zone status and establish and administer procedures to ensure that all floodplain management requirements are met
- Coordinate the activities required for the Federal Emergency Management Agency (FEMA) Community Rating System and prepares and submits the necessary forms. Evaluate the CRS program and improve on the CRS rating in order to receive additional discounts
- Prepare and maintain flood zone maps and associated FEMA revisions, and maintain a database of all requests to FEMA for map revisions
- Manage the elevation certificate files and ensure that elevation certificates are received for all properties in the special flood hazard area
- Provide limited technical assistance to engineers, developers, and the public regarding flood zones, floodplain management requirements, and drainage studies
- Coordinate City floodplain activities with the State NFIP Coordinator and ensure the City complies with the FEMA requirements for the NFIP
- Respond to questions and complaints from the public regarding flooding and drainage
- Review Elevation Certificates
- Review and approve FEMA Community Acknowledgements regarding Letter of Map Amendments
- Prepare Flood Information requests
- Identify and track properties for Substantial Improvement
- Prepare NPDES Permit and BCEGS certification

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MIAMI GARDENS AND THE TOWN OF MIAMI LAKES
FOR FLOODPLAIN MANAGEMENT SERVICES AND TECHNICAL SUPPORT SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2015, by and between the City of Miami Gardens, Florida (the “City”), a Florida municipal corporation, and the Town of Miami Lakes, Florida (the “Town”), a Florida municipal corporation, who are jointly referred to herein as the Parties.

WITNESSETH

WHEREAS, the City and the Town agree to enter into an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with each other, when mutually advantageous, in providing services and facilities in the best interest of the public; and

WHEREAS, pursuant to Miami Gardens, Florida, Resolution No. _____, the City has authorized and approved the execution of this Agreement; and

WHEREAS, pursuant to Town of Miami Lakes, Florida, Resolution No. 15-1306, the Town has authorized and approved the execution of this Agreement; and

WHEREAS, the Town operates floodplain management services within the Town’s Building Department; and

WHEREAS, the Town has expressed an interest in contracting with the City to perform floodplain management services; and

WHEREAS, the City and the Town have established a mutually beneficial proposal that provides for additional revenue to the Town, while fulfilling the need for floodplain management services to the City.

NOW THEREFORE, for and in consideration of the terms, conditions and covenants contained herein, the City and the Town agrees as follows:

1. **Purpose:** The Town hereby agrees to provide floodplain management services and technical support services (the “Scope of Services” or “Services”) to the City, pursuant to the Scope of Services described and attached hereto in Exhibit “A” and incorporated herein, in accordance with the terms and conditions of this Agreement.
2. **Term:** The Town will provide the Services for a period of three (3) years, commencing ten (10) days from the date of execution of this Agreement by both Parties.
3. **Option to Renew:** The Parties reserve the right to renew this Agreement for a two (2) year term upon the mutual consent and written agreement of both Parties.
4. **Cancellation:** This Agreement may be canceled by either Party, with or without cause, by providing sixty (60) days written notice of the intent to terminate during which time the Town shall continue to provide services and the City shall pay for the actual Services provided. Upon the expiration of sixty (60) days, the Town shall have no further obligation to provide any Services to the City, this Agreement shall terminate and the Parties shall be released from all further obligations. It shall be the responsibility of the Town to provide for the floodplain

management services and the community rating system coordination. The Town shall transfer all records of administrative and professional work created or maintained during the term of this Agreement to the City. Once transferred, it shall be the sole responsibility of the City to retain all public records and respond to all requests for public records pursuant to the Florida Public Records Act received by the City of Miami Gardens.

5. **Scope of Service:** The Town agrees to provide the Services as detailed in the “Scope of Services” attached hereto as Exhibit “A” of the Agreement. The scope of services may be modified from time to time by mutual consent of the Town Manager of Miami Lakes and the City Manager of Miami Gardens.
6. Neither Party shall be liable for any delay or failure to perform under this Agreement if such delay or failure is neither the fault of the Party, its employees or agents, or the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers, if no alternate source of supply is available. In the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay or disruption in performance is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party.
7. **Program Manager(s):** The Town’s Program Manager(s) and primary point of contact(s) under this Agreement are Lourdes Rodriguez, the Town’s Permit Supervisor for the Building Department, and Eliezer Palacio, the Town’s Building Official. The City’s Program Manager will be designated by the Miami Garden’s City Manager.
8. **Insurance:** During the term of this Agreement, including renewal(s) and extensions, the Parties shall, at each Party’s sole expense, maintain insurance coverage with such terms and limits as may be reasonable to fully compensate the other Party in the event of a breach of the terms of this Agreement, including but not limited to commercial general liability, premises liability, casualty, workers’ compensation and employers’ liability insurance. A self-insurance program established in accordance with the laws of the State of Florida may provide such coverage. Providing and maintaining adequate insurance coverage is a material obligation of each Party and failure to maintain such coverage is a breach of this Agreement.
9. **Rates, Charges and Work Order Authorization:** The City shall issue a work order for each project to be performed by the Town. The work order authorization will be on a time and materials basis pursuant to the rates based upon the hourly rates outlined on Exhibit “B.”
10. **Billing and Payment:** The Town agrees that it will bill the City on a monthly basis per the rates approved as per Section 9 of this Agreement. Approval of any invoice by the City shall be within thirty (30) days from the date of the invoice, unless the City disputes or denies the invoice in whole or in part. If denied in part, the City shall pay the undisputed amount of the invoice.
11. **Ownership and Access to Records and Audits:** All records, books, documents, data, deliverables, papers and financial information (the “Records”) that are generated as a result of the Town providing the Services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Town involving transactions related to this Agreement, upon reasonable notice to the Town. The City may cancel and terminate this Agreement immediately for refusal by the Town to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes. It shall be the sole responsibility of the City to respond to all

requests for public records received by the City, made pursuant to the Florida Public Records Act, for any records created as a result of the performance of the Parties' respective obligations under the Agreement. The Town shall fully cooperate with the City in response to any request for records received by the City. The City shall be responsible to respond to public records requests where the City maintains custody of the records. Where the Town has forwarded the records to the City, the Town shall notify the requestor that the records requested are in the possession of the City. Upon completion or termination of the Agreement all records, except employee related records, shall be turned over to the City within thirty (30) calendar days. Any payment due the Town may be held pending receipt of the Records.

12. **Mutual Release, Indemnity and Agreement to Defend and Hold Harmless:** the City does not indemnify or insure the Town for the Town's negligence. Likewise, the Town does not indemnify or insure the City for the City's negligence, except as provided in this paragraph 12.

Subject to the limitations set forth in Florida Statute Section 768.28 and except as provided in this Paragraph 12, the Town shall be fully liable for the actions of its respective officers, elected or appointed, directors, employees, and agents ("Town's Releasees") and shall fully indemnify, defend, and hold harmless, the City, its officers, elected or appointed, directors, employees, and agents (collectively referred to as "City's Releases"), from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively referred to as "Claims"), alleged to be caused in whole or in part by the Town, its officers, elected or appointed, directors, employees, and agents in the Town's performance of this Agreement.

Subject to the limitations set forth in Florida Statute Section 768.28, and except as provided in paragraph 12, the City shall be fully liable for the actions of its respective officers, elected or appointed, directors, employees, and agents and shall fully indemnify, defend, and hold harmless, the Town, its officers, elected or appointed, directors, employees, and agents, from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind, alleged to be caused in whole or in part by the City, its officers, elected or appointed, directors, employees, agents and contractors and subcontractors in the City's performance of this Agreement.

13. **City's Release, Indemnity and Agreement to Hold Harmless for Conditions on City's Property.** The agreement to waive, release, indemnify and hold the Town harmless from any and all claims for conditions on the City's property, is additional consideration to the execution of this Agreement. It is made pursuant to Florida Statutes Section 768.28(19). By entering into this Agreement, the City does not intend to assume any risk of liability for damages, losses or injury suffered by the Town, by anyone claiming by or through the Town, or as a result of a third-party claim asserted, raised, or brought against the Town, as a result of any condition on the City's property. This includes any claim for set-off, contribution or subrogation.

Therefore, subject to the amounts of recovery as provided in Florida Statutes Section 768.28(5), the Town hereby releases, indemnifies, and agrees to hold harmless, the City, its officers, elected or appointed, directors, employees, agents, contractors and subcontractors (collectively referred to as "City's Released Parties" respectively), from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any

other liability, loss, cost or expense of any kind, alleged to be caused in whole or in part from any defect or dangerous condition on the property or facilities used in the performance of this Agreement by the City (regardless of whether such condition was known or unknown, open, obvious, foreseeable or unforeseeable, hidden or not).

14. **Notice:** All legal notices regarding this agreement must be sent to the following address:

As to the Town:

Town of Miami Lakes
Alex Rey
Town Manager
6601 Main Street
Miami Lakes, FL 33016
reya@miamilakes-fl.gov

Amy Hugunin
Assistant to the Town Manager
6601 Main Street
Miami Lakes, FL 33016
hugunina@miamilakes-fl.gov

As to the City:

City of Miami Gardens, Florida
Cameron Benson
City Manager
Miami Gardens, FL 33056

15. **Severability:** If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
16. **Governing Law; Venue:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, with venue for any action lying solely in Miami-Dade County, Florida.
17. **Waiver:** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
18. **Assignment:** This Agreement is not assignable by either party.
19. **Entire Agreement:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the Parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the Parties. No modifications hereof shall be effective unless made in writing and executed by the Parties hereto.
20. **Captions and Paragraph Headings:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
21. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. It is the Parties' further intention that this Agreement be construed liberally to achieve its intent. Each Party represents that this Agreement has been duly authorized, executed and delivered by their respective governing body, in the manner and form required by their respective applicable local laws, and that each Party has the required power and authority to perform this Agreement.

22. **Exhibits are Inclusionary:** All exhibits whether attached hereto or mentioned herein (reference) which contain additional terms shall be deemed to be part of this Agreement.
23. **Attorney's Fees:** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of attorney's fees and costs.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

FOR THE CITY OF MIAMI GARDENS:

Oliver G. Gilbert III, Mayor

Date

ATTEST:

Ronetta Taylor, City Clerk

Approved as to form and legal sufficiency:

Sonja Knighton Dickens, City Attorney

FOR THE TOWN OF MIAMI LAKES:

Alex Rey, Town Manager

Date

Attest:

Marjorie Tejada, Town Clerk

Approved as to form and legal sufficiency:

Raul Gastesi, Town Attorney

EXHIBIT A

SCOPE OF SERVICES

The Town shall provide all personnel, equipment, materials and supplies, necessary to perform the Services outlined below.

The Town warrants and represents that its employees have the proper skill, training, background, knowledge, experience, integrity, and character necessary to perform the Services in a competent and professional manner. The Town agrees that the Town will, at all times, employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified personnel necessary to perform the Services in accordance with the Agreement.

All staff assigned by the Town to the performance of the Services shall be employees of the Town. The scope of services to be provided under this agreement will be as follows:

- Perform administrative and professional work as the Floodplain Manager and Community Rating System (CRS) Coordinator in the daily implementation of activities related to the National Flood Insurance Program (NFIP). Review and update as required the City's Flood Plain Management Ordinance
- Review building permits to determine flood zone status and establish and administer procedures to ensure that all floodplain management requirements are met
- Coordinate the activities required for the Federal Emergency Management Agency (FEMA) Community Rating System and prepares and submits the necessary forms. Evaluate the CRS program and improve on the CRS rating in order to receive additional discounts
- Prepare and maintain flood zone maps and associated FEMA revisions, and maintain a database of all requests to FEMA for map revisions
- Manage the elevation certificate files and ensure that elevation certificates are received for all properties in the special flood hazard area
- Provide limited technical assistance to engineers, developers, and the public regarding flood zones, floodplain management requirements, and drainage studies
- Coordinate City floodplain activities with the State NFIP Coordinator and ensure the City complies with the FEMA requirements for the NFIP
- Respond to questions and complaints from the public regarding flooding and drainage
- Review Elevation Certificates
- Review and approve FEMA Community Acknowledgements regarding Letter of Map Amendments
- Prepare Flood Information requests
- Identify and track properties for Substantial Improvement
- Prepare NPDES Permit and BCEGS certification

HOURLY RATE FOR CONTRACTUAL SERVICE

Name	SUB-TOTAL	Overhead	TOTAL
Lourdes Rodriguez	\$ 38.66	3.68	\$ 42.34
Eliezer Palacios	\$ 79.75	7.59	\$ 87.34



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	N/A		
Sponsor Name	Cameron Benson, City Manager		Department:	Community Development			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING SUBSTANTIAL AMENDMENTS TO THE CITY OF MIAMI GARDENS' HOUSING POLICIES, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

On December 13, 2006, the City Council approved the City of Miami Gardens Housing Program Policies, which were developed by the Department of Community Development (the Department) to establish and administer various Housing Programs. Over the past nine (9) years the Department has seen many changes to our funding sources and lessons learned which have required amendments to the City's Housing Policies.

**Item K-3) Consent Agenda
Resolution
Amendment to Housing Policies**

As a reminder, the purposes of the Housing Program Policies are:

- To ensure the City's compliance with the requirements of the various funding sources, and
- To achieve program effectiveness, including consistency and fiscal responsibility.

Current Situation

In May 2015, the US Department of Housing and Urban Development (HUD) monitored the City's Owner-Occupied Housing Rehabilitation Program. As a result of this monitoring, HUD representatives identified Section 8-Lead Based Paint of the Housing Program Policies which needs to be updated in order to be in compliance with Federal regulations (24 CFR 35) on lead based paint. Staff has prepared an update to this section of the Policies that meets HUD's regulatory compliance.

Furthermore, City Staff has encountered several home rehabilitation applicants in which the home's combined loan to value (CLTV) exceeds the Policies' current limit of 150%. CLTV is the sum of all existing loans and proposed City loan secured by the property as a percentage of the value of the property. The value of the property is the market value as determined by the Miami-Dade County Property Appraiser. This high CLTV can be attributed to the rapid decline in home values as a result of the economic downturn; however loan amounts have remained unchanged as they relate to the home's value. Market values are slowly starting to recover, however not as quickly as they declined. City Staff is seeing cases in which the CLTV is between 250% - 286%. Therefore staff is recommending a change to Section 3 of the Policies that will increase the CLTV for housing rehabilitation only to 300%.

City Staff recommends amending Section 3 and Section 8 of the Housing Program Policies, as attached.

Fiscal Impact

This is a policy revision, therefore will have no fiscal impact.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Sections 3 and 8 of the Housing Program Policies

RESOLUTION NO. 2015_____

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2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, APPROVING SUBSTANTIAL
5 AMENDMENTS TO THE CITY OF MIAMI GARDENS' HOUSING
6 POLICIES, ATTACHED HERETO AS EXHIBIT A; PROVIDING
7 FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING
8 FOR AN EFFECTIVE DATE.
9

10 WHEREAS, the City's Housing Policies were established in 2006, and

11 WHEREAS, the Housing Policies are utilized by the Department of Community
12 Development to establish and administer various Housing Programs, and

13 WHEREAS, the US Department of Housing and Urban Development (HUD)
14 monitored the City's Owner-Occupied Housing Rehabilitation Program, and HUD
15 representatives recommended that the City update its Section 8 of the Housing Policies
16 regarding lead based paint, and

17 WHEREAS, City staff has encountered home rehabilitation applicants with
18 combined loan to value percentages that exceed the current limit of 150% as outlined in
19 the City's Housing Policies, and

20 WHEREAS, a combined loan to value is the market value of a property as
21 determined by the Miami-Dade County Property Appraiser, and

22 WHEREAS, the high combined loan to value percentages may be attributed to
23 the rapid decline in home values as a result of the economic downturn, and City staff is
24 also recommending an amendment to Section 3 of the Housing Policies to increase the
25 combined loan to value to 300% for housing rehabilitation applicants,

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 amendments of Housing Policies, as outlined on Exhibit "A"
33 attached hereto.

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

36 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
37 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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44 **ATTEST:**

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48 _____
RONETTA TAYLOR, MMC, CITY CLERK

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50

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

52

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54 SPONSORED BY: CAMERON BENSON, CITY MANAGER

55

56

57 Moved by: _____

58

59 **VOTE:** _____

60

61 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

62 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

63 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

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

65	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
66	Councilman Rodney Harris	_____ (Yes)	_____ (No)
67	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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Property Eligibility

All properties assisted by this department must fall within the corporate limits of the City of Miami Gardens.

The property shall not consist of more than one (1) residential unit. For properties with more than one unit, further verification may be required to ensure that assistance can be provided and can require additional documentation and a revision of the established terms.

The property must conform to the requirements of the City of Miami Gardens Planning and Zoning Department. Additional criteria could apply for programs with specific parameters such as the Neighborhood Stabilization Program.

Property Value Assessment

The Department of Community Development must determine the property value for all homes receiving assistance. The factors used to determine the property value will vary by program however the Maximum Property Value for participation in the housing programs is currently \$300,000.00.

Rehabilitation Program: the Market Value of the property as determined by the Miami-Dade County Property Appraiser.

Homeownership Program: the values as determined by a licensed professional and HUD approved appraiser.

Subordinations: the value can be determined using either Market Value or the value as determined by a licensed and HUD approved appraiser, using the highest value.

Combined Loan to Value

This is the sum of all existing loans and proposed City loan secured by the property as a percentage of the value of the property. The value of the property is the market value as determined above.

The following are the maximum Combined Loan to Value Ratios (CLTV) per Housing Program:

Housing Rehabilitation	150% <u>300%</u>
Replacement Homes	125%
Homeownership Assistance	105%
Subordination Requests	150%

Loans with Combined Loan-to-Value Ratios (CLTV) above the maximum can only be originated with an approved request of exception.

Additions and Conversions

It is not the policy of the City to finance additions to existing buildings or projects that change the Certificate of Occupancy. However, in overcrowding situations, an exception to this policy can be granted by the Director. In providing an exception, the Director will review the composition of the family to ensure that the family composition will remain the same in the foreseeable future; this also applies in the case of Accessory Dwelling Units.

Property owners whose homes are found to have units that are believed to be non-conforming, such as additions or conversions built/converted without the benefit of permits, will be disqualified. The burden to prove the legality of the unit/s lies with the homeowner.

Depending on the program, the individual project funding limit and the overall program budget, the Department could provide the option of returning the home to its original form. At which time, a portion of the assistance would be used to return the non-conforming unit to its original form.

Homeowner's who are found to have non-conforming units that are being used as a rental unit or a second housing unit will be reported to the City's Code Enforcement Department.

Lead-Based Paint

When Federal Funds, such as CDBG, are used to assist housing units built prior to 1978, steps must be taken to address lead hazards. The following has been implemented in order to comply with the regulations found at **24 CFR Part 35**. The purpose of this regulation is to identify and address lead-based paint hazards before young children are exposed to lead.

<u>Level of Assistance in Property</u>	<u>Hazard Reduction Requirements</u>	<u>Summary of Requirements</u>
<u>Assistance of less than 5,000 per unit (some exceptions)</u>	<u>Exempt</u>	<p><u>Typically, the following are exempt from the Hazard Reduction Requirements (not necessarily notice & other requirements):</u></p> <ul style="list-style-type: none"> • <u>Assistance is Less than 5,000 a Unit</u> • <u>Unit was Built Prior to 1978</u> • <u>Single Room Occupancy Unit</u> • <u>Deed Restricted Elderly Housing</u> • <u>Lead Free Building</u> • <u>No Disruption of a Painted Service</u>
<u>Assistance of more than \$5,000 per unit up to and including \$25,000 per unit</u>	<u>Interim controls</u>	<p><u>Interim controls means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards.</u></p> <p><u>Once work is completed, clearance, conducted by a qualified clearance examiner, must be realized for the exterior, common spaces, and all assisted units. This approach provides assurances that lead-based paint (if present) is stable and the unit is “lead safe”. Clearance is conducted for the entire unit; however, it does prevent the reappearance of lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.</u></p>
<u>Assistance of more than \$25,000 per unit</u>	<u>Abatement of lead-based paint hazards.</u>	<p><u>Abatement means any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards. Once work is completed, clearance, conducted by a qualified clearance examiner, must be realized for all applicable painted surfaces that will be disturbed during rehabilitation and all presumed lead hazards. Abatement includes: (1) The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and (2) All preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures.</u></p>

Notification

The Department provides participating homeowners with the Lead Hazard Pamphlet at the time of application for which they sign an acknowledgement stating they received the pamphlet and understood the material. This acknowledgement will be kept in the participants file.

Participants will also be notified of the results of any lead hazard evaluation/or assessment of lead-based paint or lead hazards. This notification will be made 15 days from the date of evaluation and a copy of this notice will remain in the participant file.

Should lead hazards be detected requiring lead hazard reduction work be performed, the homeowner will also be notified of the results within 15 days of the project achieving clearance and a copy will remain in the participant file.

Lead Hazard Evaluation

A risk assessment will be required for all rehabilitation projects ~~for~~ receiving assistance of over \$25,000 per unit ~~and where children under the age of 7 or pregnant women reside~~, this only includes hard costs, ~~and that are not exempt as outlined in the table above. A risk assessment will also be performed for homes where the occupants are not yet determined.~~ An Assessment/Evaluation can include a visual assessment, paint testing and a risk assessment. This will be done prior to any rehabilitation work. This assessment will be completed prior to the Pre-Bid meeting.

Lead Hazard Reduction

If the evaluation/assessment determines that lead-based paint will be disturbed as part of the rehabilitation work or the property has existing exposed lead hazards, reduction or abatement will be necessary. This can include paint stabilization, interim controls, standards treatments or abatement. The work required to reduce or abate the hazard will be compiled as a Scope of Work and would be made available for bidding through the standard bidding process. Bidding for lead project will be limited to contractors that are certified to perform the work and that understand and will follow the safe work practices for lead. Once the reduction or abatement is performed, a clearance will be performed by a certified Lead-Based Paint inspector or risk assessor. Results of the clearance will also be provided to the homeowner upon receipt of test results.

Funding

The costs of the evaluation and any reduction work required will be considered part of the overall project cost and will be subject to the program's maximum amount of assistance.

Renovation, Repairs, and Painting Certification

On April 22, 2008, the U.S. Environmental Protection Agency (EPA) has issued a Rule that addresses lead-based paint hazards created by renovation, repairs and painting activities to become effective April 22, 2010.

The Rule applies to compensated work performed in pre-1978 housing and child-occupied facilities, daycares, schools and rental properties. It does not apply to minor maintenance or repair activities where less than 6 feet per room or 20 square feet of exterior area is disturbed. Window replacement is not to be considered minor maintenance or repair.

Under the rule, contractors performing work such as this are required to be certified by the EPA and must follow specific work practices to prevent lead contamination. The rule further requires that at least one certified renovator be present on the job site at all times and that the firm be certified and registered with the EPA.

HUD has adopted the Rule with some differences, primarily the method of testing, requiring a clearance after work is completed and a smaller size of 2 feet per room for interior areas being repaired, renovated or painted.

Staff will require all participating contractors to be certified and will perform work to not only follow the new EPA Rule but to also adhere to the more stringent requirements of the HUD Lead Safe Housing Rule.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x					
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes		No	
						X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>			
		X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: 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:	Cameron Benson, City Manager		Department:	Development Services and Code Compliance			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE PROPERTY LOCATED AT 1700 NW 183RD STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", A COPY OF WHICH IS ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The applicant, Miami Gardens Professional Car Center has obtained Waiver of Plat approval from the City and from Miami-Dade County for a 0.75 acre parcel located at 1700 NW 183rd Street. The proposed

**Item K-4) Consent Agenda
Resolution
Waiver of Plat - Family Dollar**

development is for a Family Dollar store. The waiver of plat was recommended for approval by the City to the Miami-Dade County Plat Committee on July 16, 2014. Miami-Dade County Plat Committee reviewed and approved the waiver of plat on March 20, 2015.

Current Situation

The applicant is required to comply with the conditions of the waiver of plat approval issued by Miami-Dade County Plat Committee. One of the items includes obtaining approval, by Resolution, from the City of Miami Gardens for the waiver of plat. The applicant has provided all the necessary documents for the City to approve the waiver of plat.

Proposed Action:

Recommend adoption of the Resolution.

Attachments: Exhibit "A" – "Miami Gardens Professional Car Center Waiver of Plat"
Exhibit "B" – Compliance Letter from Surveyor

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE PROPERTY LOCATED AT 1700 NW 183RD STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", A COPY OF WHICH IS ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Miami Gardens Professional Car Center has obtained a Waiver of Plat approval from Miami-Dade County for the subdivision of the property located at 1700 NW 183rd Street, more particularly described on Exhibit "A" attached hereto, and

WHEREAS, as a condition for approval of the Waiver of Plat, the Applicant must obtain approval from the City of Miami Gardens, and

WHEREAS, the Waiver of Plat will allow the construction for a Family Dollar store, and

WHEREAS, City staff has reviewed the application and recommends approval of the Waiver of Plat,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby gives its approval to the Waiver of Plat for that property located at 1700 NW 183rd Street, more particularly described on Exhibit "A" attached hereto.

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

31 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
32 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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ATTEST:

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OLIVER GILBERT, III, MAYOR

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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Moved by: _____

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VOTE: _____

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

56

Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

57

Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

58

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

59

Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

60

Councilman Rodney Harris _____ (Yes) _____ (No)

61

Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

62

WAIVER OF PLAT

SECTION 10, TOWNSHIP 52 SOUTH, RANGE 41 EAST

MIAMI-DADE COUNTY, FLORIDA



VIEW 1
NOT TO SCALE



VIEW 2
NOT TO SCALE



VIEW 3
NOT TO SCALE



VIEW 4
NOT TO SCALE

- LEGEND:**
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
 - L.B. LICENSED BUSINESS
 - ID. IDENTIFICATION
 - O.R.B. OFFICIAL RECORDS BOOK
 - PG(S) PAGE(S)
 - P.B. PLAT BOOK
 - EL. ELEVATION
 - INV. EL. INVERT ELEVATION
 - RIM EL. RIM ELEVATION
 - OHW- OVERHEAD WIRES
 - TRAV. PT. TRAVERSE POINT
 - (P) DENOTES BEARING AND/OR DISTANCE BASED ON PLATS OF RECORD
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - (C) CALCULATED
 - (R) DENOTES BEARING AND/OR DISTANCE BASED ON RECORD INFORMATION
 - TR 583 TREE NUMBER 583
 - C1 CURVE NO. 1 (SEE CURVE TABLE)
 - F.F.E. FINISHED FLOOR ELEVATION
 - CL CENTERLINE
 - NGVD 29 NATIONAL GEODETIC VERTICAL DATUM OF 1929
 - D.I.P. DUCTILE IRON PIPE
 - C.M.P. CORRUGATED METAL PIPE
 - CONCRETE POWER POLE
 - METAL BOLLARD
 - WIRE PULL BOX
 - SIGN
 - CATCH BASIN
 - WATER METER
 - WOOD POWER POLE
 - GAS VALVE
 - STORM DRAIN MANHOLE
 - VIEW 1
 - BREAK IN LINE SCALE
 - SURFACE ELEVATION
 - FOUND NAIL & DISC, STAMPED L.B. 7551 UNLESS OTHERWISE SPECIFIED

CURVE TABLE (R)

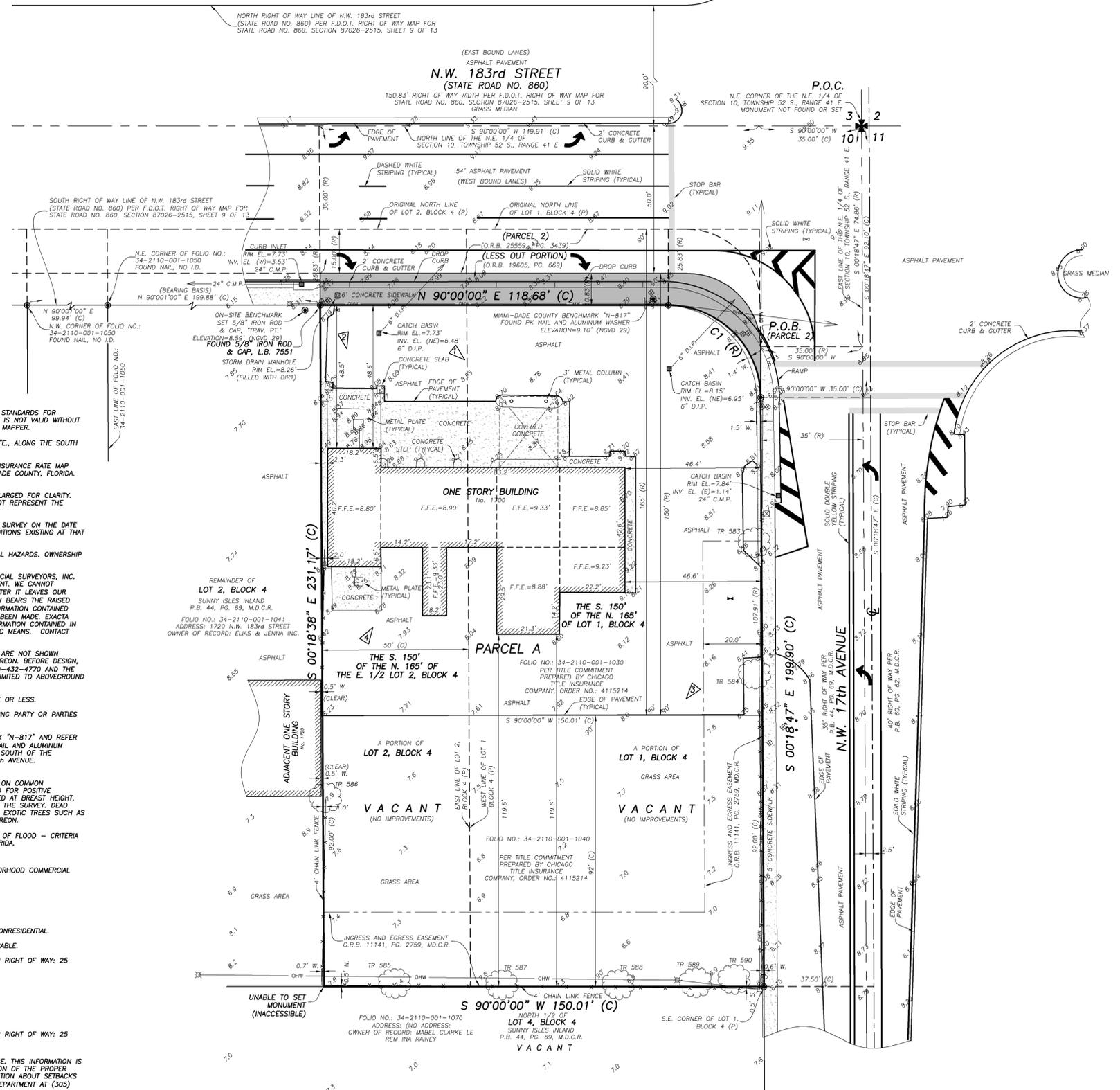
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE
C1	49.24'	31.50'	89°34'35"

TREE TABLE

TREE NUMBER	TREE TYPE	DIAMETER AT BREAST	CANOPY DIAMETER	TOTAL HEIGHT
583	BLACK OLIVE	8"	20'	20'
584	BLACK OLIVE	8"	20'	20'
585	OAK	8"	20'	20'
586	BRAZILIAN PEPPER	8"	25'	20'
587	BRAZILIAN PEPPER	8"	25'	20'
588	BRAZILIAN PEPPER	8"	25'	20'
589	BRAZILIAN PEPPER	8"	25'	20'
590	BRAZILIAN PEPPER	8"	25'	20'

- SURVEY NOTES:**
- THIS SURVEY REPRESENTS A BOUNDARY SURVEY AS DEFINED BY MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING, CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N.90°00'00"E, ALONG THE SOUTH RIGHT OF WAY LINE OF N.W. 183rd STREET (STATE ROAD NO. 860).
 - THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X, AS SHOWN IN FLOOD INSURANCE RATE MAP NUMBER 12086C 0128 L COMMUNITY NUMBER 120345, CITY OF MIAMI GARDENS, MIAMI-DADE COUNTY, FLORIDA. MAP REVISED DATE: SEPTEMBER 11, 2009.
 - THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
 - THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS A REPRESENTATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
 - THE SURVEYOR DID NOT INSPECT THE PROPERTY SHOWN HEREON FOR ENVIRONMENTAL HAZARDS. OWNERSHIP OF WALLS OR FENCES WAS NOT DETERMINED.
 - THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY EXACTA COMMERCIAL SURVEYORS, INC. EXACTA HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY OF THIS DOCUMENT. WE CANNOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY (WHICH BEARS THE RAISED SURVEYOR'S CERTIFICATION SEAL, IF APPLICABLE) TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE. EXACTA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT EXACTA DIRECTLY FOR VERIFICATION OF ACCURACY.
 - SUBSURFACE UTILITIES, FOUNDATIONS AND ENCROACHMENTS WERE NOT LOCATED AND ARE NOT SHOWN HEREON. THIS SITE COULD HAVE UNDERGROUND INSTALLATIONS THAT ARE NOT SHOWN HEREON. BEFORE DESIGN, CONSTRUCTION OR EXCAVATION, CONTACT SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION OF UTILITIES. THIS SURVEY IS LIMITED TO ABOVEGROUND FEATURES ONLY.
 - THE PROPERTY SHOWN HEREON CONTAINS 0.61 ACRES (26,400 SQUARE FEET), MORE OR LESS.
 - ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 - THE ELEVATIONS SHOWN HEREON ARE BASED ON A MIAMI-DADE COUNTY BENCHMARK "N-817" AND REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29). THE MARK IS A PK NAIL AND ALUMINUM WASHER SET IN CONCRETE PAD OR AN ALUMINUM LIGHT POLE AND IS LOCATED 59 FEET SOUTH OF THE CENTERLINE OF N.W. 183rd STREET AND 17 FEET WEST OF THE CENTERLINE OF N.W. 17th AVENUE. ELEVATION=9.10'.
 - THIS FIRM HAS IDENTIFIED VARIOUS TYPES OF TREES LOCATED ON THIS SITE BASED ON COMMON KNOWLEDGE OF TREE SPECIES. A QUALIFIED LANDSCAPE ARCHITECT SHOULD BE EMPLOYED FOR POSITIVE IDENTIFICATION OF TREE SPECIES. TREE DIAMETERS ARE APPROXIMATE AND WERE MEASURED AT BREAST HEIGHT. ONLY TREES 8 CALIPER INCHES IN DIAMETER OR LARGER WERE LOCATED AND SHOWN ON THE SURVEY. DEAD TREES, HEDGES AND GROUND COVER WERE NOT LOCATED AND ARE NOT SHOWN HEREON. EXOTIC TREES SUCH AS MELALEUCA, BRAZILIAN PEPPER AND AUSTRALIAN PINE WERE NOT LOCATED OR SHOWN HEREON.
 - MIAMI-DADE FLOOD CRITERIA: +6.5' (NGVD 29), AS SHOWN IN THE AMENDED PLAT OF FLOOD - CRITERIA MAP, PLAT BOOK 120, PAGE 13, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

- ZONING INFORMATION:**
THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE CITY OF MIAMI GARDENS NEIGHBORHOOD COMMERCIAL DISTRICT (NC).
- SETBACKS REQUIREMENTS:**
- PRINCIPAL BUILDING SETBACKS AND SPACING:**
FRONT SETBACK: 10 FEET MINIMUM.
REAR SETBACK: 10 FEET MINIMUM.
INTERIOR SIDE SETBACK: 25 FEET (WHERE ABUTTING RESIDENTIAL USE). 10 FEET FROM NONRESIDENTIAL.
SIDE STREET SETBACK: 15 FEET MINIMUM.
REAR SETBACK ABUTTING NONRESIDENTIAL, NON-INDUSTRIAL ZONING DISTRICT: NOT APPLICABLE.
REAR SETBACK ABUTTING RESIDENTIALLY ZONED LOT: 25 FEET MINIMUM.
REAR SETBACK SEPARATED FROM RESIDENTIALLY ZONED LOT BY STREET, ALLEY OR OTHER RIGHT OF WAY: 25 FEET MINIMUM.
SPACING BETWEEN BUILDINGS: 10 FEET MINIMUM.
- ACCESSORY BUILDING SETBACKS AND SPACING:**
FRONT SETBACK: NOT PERMITTED IN FRONT YARD.
REAR SETBACK: 10 FEET MINIMUM.
INTERIOR SIDE SETBACK: 10 FEET MINIMUM.
SIDE STREET SETBACK: 10 FEET MINIMUM.
REAR SETBACK ABUTTING RESIDENTIALLY ZONED LOT: 25 FEET MINIMUM.
REAR SETBACK SEPARATED FROM RESIDENTIALLY ZONED LOT BY STREET, ALLEY OR OTHER RIGHT OF WAY: 25 FEET MINIMUM.
SPACING BETWEEN BUILDINGS: 10 FEET MINIMUM.
- THIS INFORMATION WAS OBTAINED FROM THE CITY OF MIAMI GARDENS CODE OF ORDINANCE. THIS INFORMATION IS SUBJECT TO THE REVIEWERS INTERPRETATION. THE ABOVE STATEMENT IS NOT AN INDICATION OF THE PROPER SETBACKS FOR THIS SITE BY EXACTA COMMERCIAL SURVEYORS, INC. FOR MORE INFORMATION ABOUT SETBACKS AND ZONING FOR THIS SITE CONTACT THE CITY MIAMI GARDENS PLANNING AND ZONING DEPARTMENT AT (305) 622-8023.



SPECIAL NOTE:
THE PROPOSED BUILDING WILL BE RETAIL AND WILL CONTAIN 8,320 SQUARE FEET. THE INFORMATION SHOWN ABOVE WAS PROVIDED BY THE CLIENT.

PARENT TRACT LEGAL DESCRIPTION:
LOT 1 AND THE EAST 1/2 OF LOT 2, BLOCK 4 OF SUNNY ISLES INLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 44, PAGE 69, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

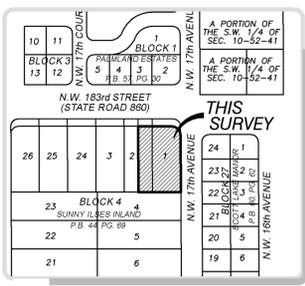
PARCEL A LEGAL DESCRIPTION:
LOT 1 AND THE EAST 1/2 OF LOT 2, BLOCK 4 OF SUNNY ISLES INLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 44, PAGE 69, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:
THAT PART THEREFROM, IF ANY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL:
A PORTION OF BLOCK 4 OF SUNNY ISLES INLAND, AS RECORDED IN PLAT BOOK 44, PAGE 69, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN SECTION 10, TOWNSHIP 52 SOUTH, RANGE 41 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 52 SOUTH, RANGE 41 EAST AND RUN SOUTH 00 DEG.18'47" EAST ALONG THE EAST LINE OF THE SAID NORTHEAST 1/4 FOR 74.86 FEET;
THENCE RUN WEST PARALLEL TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 FOR 35 FEET TO A POINT OF BEGINNING, SAID POINT LYING ON THE EAST LINE OF BLOCK 4 OF SAID PLAT OF SUNNY ISLES INLAND;
THENCE RUN NORTH 00 DEG.16'47" WEST ALONG THE SAID EAST LINE OF BLOCK 4 FOR 15.00 FEET TO A POINT OF CURVATURE;
THENCE RUN NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 25 FEET AND A CENTRAL ANGLE OF 89 DEG.41'13" FOR AN ARC DISTANCE OF 39.13 FEET TO A POINT OF TANGENCY;
THENCE RUN DUE WEST ALONG THE NORTH LINE OF THE AFOREMENTIONED BLOCK 4 FOR 549.69 FEET TO A POINT OF CURVATURE;
THENCE RUN SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 25 FEET AND A CENTRAL ANGLE OF 90 DEG.13'08" FOR AN ARC DISTANCE OF 39.37 FEET TO A POINT OF TANGENCY;
THENCE RUN SOUTH 00 DEG.13'08" EAST ALONG THE WEST LINE OF THE AFOREMENTIONED BLOCK 4 FOR 15.00 FEET TO A POINT OF CURVATURE;
THENCE RUN NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT BEING CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25 FEET AND A CENTRAL ANGLE OF 90 DEG.13'08" FOR AN ARC DISTANCE OF 39.37 FEET TO A POINT OF TANGENCY;
THENCE RUN DUE EAST ALONG A LINE 15 FEET SOUTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH LINE OF BLOCK 4 FOR 549.69 FEET TO A POINT OF CURVATURE;
THENCE RUN SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 25 FEET AND A CENTRAL ANGLE OF 89 DEG.41'13" FOR AN ARC DISTANCE OF 39.13 FEET TO THE POINT OF BEGINNING.
FURTHER LESS AND EXCEPT THAT PORTION THEREOF SET FORTH IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 19605, PAGE 869, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THIS SURVEY IS CERTIFIED TO:
MIAMI GARDENS PROFESSIONAL CAR CARE, INC.

CERTIFICATE:
THIS IS TO CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6090
STATE OF FLORIDA
EXACTA COMMERCIAL SURVEYORS, INC. L.B. 7551
javier@exactacom.com



LOCATION MAP
SECTION 10, TOWNSHIP 52 SOUTH, RANGE 41 EAST
SCALE: 1"=300'

TELEPHONE NO. 561-314-0769 FAX NO. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL 33414

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY
A PORTION OF LOTS 1 & 2, BLOCK 4
SUNNY ISLES INLAND
PLAT BOOK 44, PAGE 69, M.D.C.R.
SECTION 10, TOWNSHIP 52 SOUTH, RANGE 41 EAST
1700 N.W. 183rd STREET, MIAMI GARDENS, FL 33066

MIAMI GARDENS PROFESSIONAL CAR CARE
DATE: 04/16/14
DRAWN BY: J.E.C.
CHKD BY: JDLR
LAST FIELD DATE: 01/28/14

REVISIONS:
01 BOUNDARY AND TOPOGRAPHIC SURVEY
02 WAIVER OF PLAT 04/16/14
03 UPDATE-SURVEY 07/14/14

JOB NO.
FL 1401-1277-01
SHEET NO.
01 OF 01



John Ibarra and Associates, Inc.

777 NW 72 AVE, # 3025

Miami, Florida 33126

Ph. (305) 262-0400

Fax. (305) 262-0401

E-mail: John@IbarraLandSurveyors.com

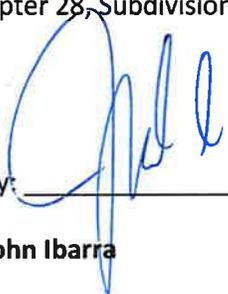
DATE: Friday, July 14, 2014

TO: Juan S. Calderon, P.E., PTOE
CALTRAN Engineering Group, Inc.
1400 NW 107 Avenue, Suite 209
Miami, FL 33172

Attn: City of Miami Gardens

RE: Waiver of Plat Review- City of Miami Gardens

This letter is to confirm that the above referenced Waiver of Plat for the property located at the NW 183 Street and NW 17 Ave. the same being prepared by Exacta Commercial Land Surveyors, has been reviewed by a Professional Surveyor and Mapper in our firm, in accordance with Chapter 177.081 Florida Statutes. And Comply with all requirements of Chapter 28, Subdivision Code of Miami Dade County, Florida.

By:  _____

John Ibarra

John Ibarra and Associates, Inc.

Professional Land Surveyors No. 5204

State of Florida



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
					X	
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes		No
						X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>		
		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 Imag <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A		
		X				
Sponsor Name:	Cameron Benson, City Manager		Department:	Development Services & Code Compliance		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE PROPERTY LOCATED AT 3468 NW 199th STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", A COPY OF WHICH IS ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The applicant, YWCA of Greater Miami & Dade County, Inc. has obtained Waiver of Plat approval from the City and from Miami-Dade County for an 8.96 acre parcel located at 3468 NW 199 Street. The proposed development is for a learning center for children. The waiver of plat was recommended for approval by the City to the Miami-Dade County Plat Committee on June 18, 2014. Miami-Dade County Plat Committee reviewed and approved the waiver of plat on March 16, 2015.

Current Situation

The applicant is required to comply with the conditions of the waiver of plat approval issued by Miami-Dade County Plat Committee. One of the items includes obtaining approval, by Resolution, from the City of Miami Gardens for the waiver of plat. The applicant has provided all the necessary documents for the City to approve the waiver of plat.

Proposed Action:

Recommend adoption of the Resolution.

Attachments: Exhibit "A" – "YWCA Waiver of Plat"
Exhibit "B" – Compliance Letter from Surveyor

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE PROPERTY LOCATED AT 3468 NW 199th STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", A COPY OF WHICH IS ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, YWCA of Greater Miami & Dade County, Inc. has obtained a Waiver of Plat approval from Miami-Dade County for the subdivision of the property located at 3468 NW 199th Street, more particularly described on Exhibit "A" attached hereto, and

WHEREAS, as a condition for approval of the Waiver of Plat, the Applicant must obtain approval from the City of Miami Gardens, and

WHEREAS, the Waiver of Plat will allow the construction for a learning center for children, and

WHEREAS, City staff has reviewed the application and recommends approval of the Waiver of Plat,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby gives its approval to the Waiver of Plat for that property located at 3468 NW 199th Street, more particularly described on Exhibit "A" attached hereto.

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

31 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
32 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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ATTEST:

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42

OLIVER GILBERT, III, MAYOR

43

RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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Moved by: _____

52

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VOTE: _____

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

56

Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

57

Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

58

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

59

Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

60

Councilman Rodney Harris _____ (Yes) _____ (No)

61

Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

62



John Ibarra and Associates, Inc.

777 NW 72 AVE, # 3025

Miami, Florida 33126

Ph. (305) 262-0400

Fax. (305) 262-0401

E-MAIL: John@IbarraLandSurveyors.com

DATE: Friday, June13, 2014

TO: Juan S. Calderon, P.E., PTOE
CALTRAN Engineering Group, Inc.
1400 NW 107 Avenue, Suite 209
Miami, FL 33172

Attn: City of Miami Gardens

RE: Waiver of Plat Review- City of Miami Gardens at NW 199 Street & NW 35 Ave. YWCA

This letter is to confirm that the above referenced Waiver of Plat for the property located at the 3468 NW 199 Street, (YWCA) same being prepared by Rene Aiguesvives Land Surveyor for Alvarez,Aiguesvives and Associates, Inc., has been reviewed by a Professional Surveyor and Mapper in our firm, in accordance with Chapter 177.081 Florida Statutes.

By: _____

John Ibarra

For John Ibarra and Associates, Inc.

Professional Land Surveyors No. 5204

State of Florida



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:			Advertising Requirement:	Yes		No
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>		
		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 checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A		
	X					
Sponsor Name:	Oliver Gilbert III, Mayor		Department:	Office of the Mayor & City Council		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CRITERIA FOR PROPERTIES ELIGIBLE FOR ADMINISTRATIVE FORECLOSURE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

In 2009, the City Council approved Resolution 2009-66-1011 establishing the “Administrative Foreclosure Program”. At the time, the economy was declining and the housing industry was adversely affected resulting in vacant and abandoned residential properties blighting the community. As a means to address the enormous amount liens amassed from unaddressed Code violations on non-homestead properties, the Administrative Foreclosure Program was developed and implemented with the provision residential properties must be non-homestead and unoccupied.

Current Situation

Even though the economy is improving, there remain a substantial number of non-homestead properties with unaddressed code violations and significant liens imposed. To address this condition, Staff recommends amending the Criteria for Properties Eligibility apply only to non-homestead properties regardless of occupancy. All other provisions within the program must be met to administratively foreclose on a qualifying property.

Proposed Action:

Staff recommends Council approval on the proposed resolution amendment.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CRITERIA FOR PROPERTIES ELIGIBLE FOR ADMINISTRATIVE FORECLOSURE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the City Council approved Resolution 2009-66-1011 establishing the “Administrative Foreclosure Program”, and

WHEREAS, at the time, the economy was declining and the housing industry was adversely affected, resulting in vacant and abandoned residential properties blighting the community, and

WHEREAS, the Administrative Foreclosure Program was developed and implemented with the proviso that the properties that were to be foreclosed upon be non-homestead and unoccupied, and

WHEREAS, there remain a substantial number of non-homestead properties with unaddressed code violations and with significant liens imposed on them, and

WHEREAS, Mayor Oliver Gilbert is recommending that the criteria for property that can be foreclosed on be amended to apply to non-homestead properties regardless of occupancy, and

WHEREAS, all other provisions within the Program must be met to administratively foreclose on a qualifying property,

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.

29 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
30 hereby amends the criteria for properties eligible for administrative foreclosure in
31 accordance with this Resolution.

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

34 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
35 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

36

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OLIVER GILBERT, III, MAYOR

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42 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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49 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

50

51

52 SPONSORED BY: OLIVER GILBERT, III

53

54 Moved by: _____

55

56 **VOTE:** _____

57

58 Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
59 Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
60 Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
61 Councilman David Williams Jr	_____ (Yes)	_____ (No)
62 Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
63 Councilman Rodney Harris	_____ (Yes)	_____ (No)
64 Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

65



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015	Item Type:	Resolution X	Ordinance	Other
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading	2nd Reading
	X		Public Hearing:	Yes	No
Funding Source:	City of Miami Gardens General Obligation Bond		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 checked="" type="checkbox"/> Communication	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Qual. Of Life & City Image	
	X				
Sponsor Name:	Cameron Benson, City Manager		Department:	City Manager	

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO BLISS PRODUCTS, INC., IN AN AMOUNT NOT TO EXCEED, ONE MILLION SEVEN HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED FORTY-TWO DOLLARS (\$1,762,342.00), FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT, IN RELIANCE UPON MANATEE COUNTY SCHOOL DISTRICT BID NO. 11-0014-MR, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:

**Item K-7) Consent Agenda
Resolution
Bliss Products/Purchase & Installation
of Playground Equipment**

In April 2014, City of Miami Gardens residents approved a \$60 million General Obligation Bond referendum for park improvements and crime prevention, including purchasing and installing crime prevention equipment, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing parks facilities and land.

On May 28, 2014, Council adopted Ordinance No. 2014-09-320, authorizing the borrowing of sixty million dollars (\$60,000,000); authorizing the issuance of City of Miami Gardens General Obligation Bonds to pay costs of remodeling, reconstructing, constructing, reconfiguring, retrofitting, furnishing and equipping City parks and parks facilities, purchasing crime prevention equipment for law enforcement assistance via electronic means, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing parks facilities and land for new or expanded parks. The City Council approved the Bond Implementation Plan (BIP) at the February 25, 2015 Council meeting. The BIP outlines various park and public safety improvement projects including the purchase and installation of playgrounds.

Fiscal Impact

The above costs will be expensed from the General Obligation bond proceeds which are allowable costs from the bond.

Proposed Action:

It is recommended that the City Council approve the issuance of purchase orders to Bliss Products, Inc. in the amount of \$1,762,342.00 for the purchase and installation of playgrounds at Andover, Bennett Lifter, Buccaneer, Bunche, Clover Leaf, Dr. Lester B. Brown, Myrtle Grove, Norwood, Rolling Oaks and Scott park sites. The City of Miami Gardens will piggyback the Manatee County School District bid for the purchase and installation of playgrounds in accordance with MCSD No. 11-0014-MR for bleacher, park and playground equipment.

Attachments

Attachments:

- A- Copy of Manatee County Contract
- B- Bond Implementation Plan (BIP) Narrative

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO BLISS PRODUCTS, INC., IN AN AMOUNT NOT TO EXCEED, ONE MILLION SEVEN HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED FORTY-TWO DOLLARS (\$1,762,342.00), FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT, IN RELIANCE UPON MANATEE COUNTY SCHOOL DISTRICT BID NO. 11-0014-MR, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 28, 2014, the City Council adopted Ordinance No. 2014-09-320, which authorized the issuance of a General Obligation Bond in the amount of Sixty Million Dollars for the purchase of law enforcement equipment and for the construction and renovation of City parks, and

WHEREAS, on February 25, 2014, the City Council adopted Resolution No. 2014-40-2018, which outlined a Bond Implementation Plan for parks and public safety improvement projects, and

WHEREAS, City staff recommends that the City Council authorizes the City Manager to issue purchase orders to Bliss Products, Inc., in an amount not to exceed One Million Seven Hundred Sixty-Two Thousand Three Hundred Forty-Two Dollars (\$1,762,342.00), for the purchase and installation of playground equipment at Andover, Bennett Lifter, Buccaneer, Bunche, Clover Leaf, Dr. Lester B. Brown, Myrtle Grove, Norwood, Rolling Oaks and Scott parks, and

WHEREAS, the City is relying upon Manatee County School District Bid No. 11-0014-MR for this purpose,

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

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

35 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
36 hereby authorizes the City Manager to issue purchase orders to Bliss Products, Inc., in
37 an amount not to exceed, One Million Seven Hundred Sixty-Two Thousand, Three
38 Hundred Forty-Two Dollars (\$1,762,342.00), for the purchase and installation of
39 playground equipment, in reliance upon Manatee County School District Bid No. 11-
40 0014-MR, attached hereto as Exhibit "A".

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

43 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
44 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

45

46 _____
47 OLIVER GILBERT, III, MAYOR
48

49
50
51 **ATTEST:**

52
53
54 _____
55 RONETTA TAYLOR, MMC, CITY CLERK
56

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58 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY
59

60
61 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER
62

63 Moved by: _____
64

65 **VOTE:** _____

66			
67	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
68	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
69	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
70	Councilman David Williams Jr	_____ (Yes)	_____ (No)
71	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
72	Councilman Rodney Harris	_____ (Yes)	_____ (No)
73	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

74

Cut along the outer border and affix this label to your sealed bid/proposal envelope to identify it as a “Sealed Bid/Proposal”. Be sure to include the name of the company submitting the bid/proposal where requested.



SEALED BID/PROPOSAL ▪ DO NOT OPEN

SEALED BID/PROPOSAL NO: 11-0014-MR

TITLE OF BID/PROPOSAL: BLEACHER, PARK AND PLAYGROUND EQUIPMENT

DUE DATE: July 20, 2010

TIME: 3:00 PM

SUBMITTED BY: _____

(Print Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
SCHOOL DISTRICT OF MANATEE COUNTY
PROFESSIONAL SUPPORT CENTER

2501 63rd Avenue East

Bradenton, FL 34203

PLEASE NOTE PURCHASING/DELIVERY ADDRESS

2501 63RD Avenue East, Bradenton, FL 34203

This is a secured facility. Ensure enough time if dropping off bid.

PLEASE NOTE:

From time to time, addenda’s may be issued for this bid/proposal. Any such addenda will be posted on the same website from which you obtained this bid/proposal. You should periodically check our website to download any addenda which may have been issued.

Bids received without addendum acknowledgement shall be considered nonresponsive.

Do not submit bid prior to addenda due date!

It is the Vendors responsibility to ensure the Purchasing Office receives documents according to bid specifications. We are not responsible for delivery systems – internal or external. Bids received in the Purchasing Office after the noted due date and time will be returned un-opened.

To become a registered vendor, you must complete a Vendor Application and W-9 Form which are available on our website at www.manateeschools.net/purchase. Click on “Vendor Application” to print the application, and “W-9 Form” to print the form, complete both and follow directions listed on our website for submission.

School District of Manatee County

PURCHASING DEPARTMENT

2501 63rd Avenue East

Bradenton, Florida 34203

Direct Line (941) 751-6550 FAX Line (941) 751-7377

Website: www.manateeschools.net/purchase

TIM MCGONEGAL
SUPERINTENDENT

* * *

215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941) 708-8770

SCHOOL BOARD

JANE R. PFEILSTICKER

* CHAIRMAN *

ROBERT C. GAUSE

* VICE-CHAIRMAN *

HARRY G. KINNAN

BARBARA A. HARVEY

WALTER E. MILLER

June 17, 2010

TO ALL INTERESTED BIDDERS:

You are hereby invited by the School District of Manatee County to bid on furnishing and delivering the following:

BLEACHER, PARK AND PLAYGROUND EQUIPMENT, MCSD No. 11-0014-MR

Sealed bids will be received at the School District of Manatee County Purchasing Office, **2501 63rd Avenue, East**, Bradenton, Florida, 34203, until **3:00 p.m., Tuesday, July 20, 2010**.

Bids received in the Purchasing Office after the above specified time and date will not be considered and will be returned to the bidder unopened. No submissions or amendments made after bid opening shall be considered.

Bidders shall return the Form of Proposal (both printed original copy and copy on CD disk) in a sealed envelope, **PLAINLY MARKED ON THE OUTSIDE**, "BID ON BLEACHER, PARK AND PLAYGROUND EQUIPMENT, MCSD No. 11-0014-MR."

If multiple bids are to be opened, they will be opened sequentially by bid number.

Products and/or services shall be in keeping with the specifications as prescribed in this bid. Designation of a particular brand or make is not meant to restrict bidding but merely to indicate the type and quality desired.

The Board reserves the right to reject any or all bids, request new bids, consider alternate bids which meet the general specifications set forth and waive any informality. It also reserves the right to award bids on such items and/or services it deems will best serve the School District of Manatee County's interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors. In addition, the District reserves the right to create, and select suppliers from a "short list" in order to enter into negotiations with one or more suppliers, with the intent of awarding a contract.

Awards will be made to the most responsive and responsible bidder(s) in the opinion of the Board.

Very truly yours,



Renee Hayes
Purchasing Manager

INSTRUCTIONS TO BIDDERS

BID ON BLEACHER, PARK AND PLAYGROUND EQUIPMENT, 11-0014-MR

GENERAL BIDDERS INFORMATION: Interested vendors are advised that the School District of Manatee County will not consider bids which contain an escalation clause for the initial contract period. It is understood that normal bid processing time will be 30 - 60 days after opening date of bid and that prices reflected by this bid will be firm through bid processing time and the delivery of items awarded.

BIDDER'S LIABILITY: Bidders are expected to examine the specifications and all special and general conditions, requirements and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid.

PURCHASE TERMS AND CONDITIONS: This bid and the corresponding purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Invitation for Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

CANCELLATION: In the event any of the provisions of this bid/proposal are violated by the vendor, the School District of Manatee County shall give written notice to the vendor stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendation will be made to the School Board for immediate cancellation. The School Board of Manatee County reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving thirty (30) days prior written notice to the other party.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS: Vendors who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with the School District of Manatee County. Bids received from vendors with an inactive status will be considered nonresponsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org. The following guidelines may be helpful:

Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.

Fictitious Name: A person doing business under a name other than his/her own is required to register with the Division of Corporations.

Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.

In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida is required to register with the Division of Corporations.

CLARIFICATION OF BIDS: Bidders should email any questions regarding this bid to purchasing@manateeschools.net no later than July 8, 2010. If you do not receive the reply message which states “Your questions have been received by the Purchasing Department of the School District of Manatee County”, please contact the Purchasing Department at (941) 751-6550, Extension 2052. Questions received after the above mentioned date will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

ADDENDA TO BIDS: From time to time, addenda’s may be issued to this bid. Any such addenda will be posted on the same website from which you obtained this bid (www.manateeschools.net/purchase) Bids In Progress on July 13, 2010. Bidders should periodically check our website to download any addenda which may have been issued. It may be necessary to refresh your computer screen after accessing the website to ensure you are able to view updated postings and addenda’s. Addenda’s must be acknowledged on the Form of Proposal in the space provided by the appropriate Addendum Number. Bids received without addendum acknowledgement shall be considered nonresponsive.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

BID OPENING: Shall be public at 3:00 p.m., July 20, 2010, in the School District of Manatee County Purchasing Office, **2501 63rd Avenue, East**, Bradenton, Florida, 34203. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of bid opening. No submissions or amendments made after bid or proposal opening shall be considered.

It is the Vendors responsibility to ensure the Purchasing Office receives documents according to proposal specifications. We are not responsible for delivery systems – internal or external. Bids received in the Purchasing Office after the noted due date and time will be returned un-opened.

BIDS RECEIVED BY TELEPHONE, TELEGRAPH, EMAIL OR FACSIMILE MACHINES SHALL BE CONSIDERED NONRESPONSIVE.

FORM: Bids must be typed or printed in ink on the Form of Proposal enclosed herewith and returned in a sealed envelope. **Bids which do not bear the original signature of an authorized representative in Blue Ball Point Pen on the Form of Proposal or are completed in pencil will be considered nonresponsive.**

LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered nonresponsive for the corrected items only.

BUDGETARY LIMITATIONS: The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

PURCHASING CARDS: The School District of Manatee County may choose to use a "P-Card" for ordering of goods and materials or payment of invoices under this bid. The Bidder, by submitting a bid, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared non-responsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this bid at the discretion of the School District. No third party payment, i.e. Pay pal will be considered.

AWARDS: The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

NONCOMPLIANCE WITH CONTRACT: It is expected that the service contract will be for the period of August 24, 2010 through August 23, 2013. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Other assessments as outlined elsewhere in this document may also apply. Multi year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date.

NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

COMPLIANCE REQUIREMENTS: Vendors/Bidders acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this bid document and agrees that the failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Vendor/Bidder shall screen those working on the project site to insure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Bidder shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

CRIMINAL ACTS: Employment on the project by the Vendor/Bidder, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Bidder agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Bidder does not comply with this provision.

SEXUAL PREDATORS/JESSICA LUNSFORD ACT: Beginning September 1, 2005, vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present and must comply with section 1012.465, Florida Statutes, must meet Level 2 screening requirements as described in Section 1012.32 Florida Statutes. Subsection (3 of Section 1012.465) states, “If it is found that a person who is employed or under contract in a capacity described in Subsection (1) does not meet the Level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until the final resolution of any appeals.” **Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Section 1012.465.**

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Bidder's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Bidder. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Bidder shall terminate its agreement with the sub-contractor. If the Vendor/Bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

CONTACT WITH STUDENTS: No employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this bid shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Bidder shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

EVALUATION CRITERIA: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

VARIANCE TO BID DOCUMENTS: For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.

NO BIDS: If a quotation is not made, it is imperative for future consideration on bids and quotes that the "Statement of No Bid" form enclosed herewith be completed and returned. Otherwise, a no response will be interpreted as indicating the vendor does not desire to do business with the School District of Manatee County and the company name will be removed from our Bid Mailing List.

BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

BID RENEWAL: By **mutual consent** of the School District of Manatee County **and** the successful bidder(s), this contract may be renewed or renegotiated for two (2) additional one year periods.

BID TABULATIONS: After approval by the School District of Manatee County, bid tabulations will be available for review on the same Web Site from which you obtained this bid, (www.manatee.k12.fl.us/purchase) Awarded Bids.

NOTICE OF INTENT TO AWARD BIDS: Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the Purchasing Web Site. The recommendation for award is not official until this notice is posted. Bidders are invited to visit the Purchasing Web Site (www.manatee.k12.fl.us/purchase) Bids In Progress to obtain this information.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

DISPUTE: Bid tabulations with recommendations will be posted on the Purchasing website (www.manateeschools.net/purchase) Bids In Progress. A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Manager.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Manager, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

MINIMUM ORDER: Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

DEFAULTS: If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or \$25.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as bid shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

USE OF OTHER CONTRACTS: The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it in its best interest to do so.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

INSURANCE: The successful bidder shall furnish the School District of Manatee County with proof of:

- (1) Statutory Limits of Worker’s Compensation in compliance with Chapter 440, Florida Statute, if required.
- (2) Employer’s Liability Insurance in an amount not less than \$300,000.00 per occurrence.
- (3) Comprehensive General Liability Insurance in an amount equal to or greater than \$100,000.00 per person and \$200,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.

If policy is on a “CLAIMS MADE” basis, contractor’s insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

- (4) Liability Insurance in an amount equal to or greater than \$100,000.00 per person and \$200,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- (5) Liability Insurance equal to or greater than \$200,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.
- (6) Property Damage Insurance for damage other than that described in 4 above in an amount equal to or greater than \$200,000.00 per occurrence. Said property coverage shall provide coverage for all consequential damage arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly employed by either of them. Coverage shall be on a “BROAD FORM” basis.
- (7) Contractual Liability Insurance in an amount equal to or greater than \$200,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
- (8) Personal Injury Coverage (not bodily injury) in an amount equal to or greater than \$100,000.00 per person and \$200,000.00 per occurrence.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

INSURANCE – continued

- (9) Completed Operations Endorsement equal to or greater than \$200,000.00 per occurrence.
- (10) Independent Contractors Endorsement in an amount equal to or greater than \$200,000.00 per occurrence.
- (11) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.
- (12) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.
- (13) Contractor shall maintain at all times during the construction of the project a “Builders Risk” policy equal to the amount of the project, and shall include, as a minimum the following coverage’s: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)
- (14) Indemnification shall be in accordance with section 725.06, Florida Statutes.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

COPELAND “ANTI-KICKBACK” ACT (34 CFR 80.36(i) (4): All vendors, contractors and sub-contractors must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (34 CFR 80.36(i) (5): All vendors, contractors and sub-contractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5) if contracts are in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (34 CFR 80.36(i) (6): All vendors, contractors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

INDEMNITY: Indemnifications as specified in section 725.06, Florida Statute, the bidder agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney’s fees incurred by the School Board in defending same to the extent such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder shall have in their possession all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

CONFLICTS OF INTEREST AND KICKBACKS: Any bidder giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SAFETY STANDARDS: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

UNITS OF MEASURE AND LOT SIZES: The item units of measure shall be as indicated on the Form of Proposal. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the bid price to the requested unit of measure. Bids received for items which have not been converted to the requested units of measure shall be considered nonresponsive for that item. Additionally, bidders must indicate the units of measure they are able to supply.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

FACILITY INSPECTION: The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

NOTIFICATION OF AWARD: After award by the School Board of Manatee County, bidders are invited to visit the Purchasing website (www.manateeschools.net/purchase) Awarded Bids, to obtain award information.

DELIVERY DATES: Delivery time shall be in accordance with time frames stipulated on the Form of Proposal by each vendor. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Purchasing Department. Assessment of such charge will be applied to all sums owing said vendor. Assessment of said charge will be at the sole discretion of the School District of Manatee County and administered by the Purchasing Manager. Other assessments as outlined elsewhere in this document may also apply.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

OVER SHIPMENTS/INCORRECT SHIPMENTS: Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

PALLETIZED SHIPMENTS: All shipments, except foam products, shall be palletized. The School District of Manatee County reserves the right of refusal at the delivery location for unpalletized shipments. No additional shipping charges shall be incurred due to refusal of shipment.

DELIVERY NOTICE: Vendors shall notify the School District of Manatee County forty-eight (48) hours prior to delivery to ensure availability of receiving personnel. The School District reserves the right of refusal at delivery location if prior notice has not been received.

PURCHASE ORDER NUMBER: The School District of Manatee County's purchase order number must appear on all packages, labels, cartons, packing slips, bills of lading, invoices and all correspondence referring to all orders. Orders received without the purchase order number prominently displayed shall be subject to refusal and return at the vendor's expense.

TAX EXEMPTIONS: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

FREIGHT CHARGES: Successful bidder(s) shall ship all materials F.O.B. DESTINATION. Shipments sent freight collect will be subject to refusal at receiving point.

FREIGHT CLAIMS: It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

PAYMENT TERMS: The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

Instructions to Bidders – continued

Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

PUBLIC ENTITY CRIMES CERTIFICATE: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

FEDERAL DEBARMENT CERTIFICATION FORM: As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the bid for prospective participants in lower tier covered transactions for any single contract or single purchase order in excess of \$100,000.00.

SCHOOL DISTRICT POLICY: In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

SPECIFICATIONS/SCOPE OF WORK

BID ON BLEACHER, PARK AND PLAYGROUND EQUIPMENT, MCSD No. 11-0014-MR

SCOPE: The purpose and intent of this Invitation to Bid is to establish a firm, fixed discount from manufacturer's and/or bidder's current catalog price list for the purchase of various bleacher, park and playground equipment. Additionally, this Invitation to Bid shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog price list, after applying the above requested discount for purchase, for the installation of bleacher, park and playground equipment as requested. It is understood that current price list are subject to change; however, percentage shall remain fixed. No extra charges or compensation will be allowed for installation.

DELIVERY: Prices bid shall be FOB destination to the School District of Manatee County locations, as directed at time of order placement. If a separate charge for shipping is added, price must be firm and based on a price per carton weight total.

Successful bidder's/contractors are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at ALL delivery locations, without assistance of School District personnel with the exception of deliveries to our School District Warehouse. A minimum of forty-eight (48) hours advance notification of delivery is required of all freight carriers.

All freight charges to provide above requirements are to be prepaid by successful bidder's /contractors and added to invoice. Complete documentation of all charges must accompany each invoice for payment.

It is further agreed by all vendors signing this bid that title to all items ordered, remain with the vendor until received and accepted by the School District of Manatee County. Vendor is required to file all claims for damages/shortages etc.

CERTIFICATION-INSTALLERS: All bidder's must supply **WRITTEN FACTORY /MANUFACTURERS CERTIFICATION** that they are certified/authorized to install playground equipment as required by the manufacturer. Failure to supply this documentation may result in bid rejection. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

Specifications/Scope of Work – continued

Bid on Bleachers, Park and Playground Equipment, No. 11-0014-MR

FIXED PERCENTAGE DISCOUNT: Equipment: Bidder shall indicate, in the spaces provided on the Form of Proposal, their firm fixed percentage discount to be deducted from the catalog list prices.

Installation: Bidder shall indicate in the spaces provided on the Form of Proposal their firm fixed percentage of COST (after discount) for installation on bleachers, park and playground Equipment to be installed. The school Board may elect in certain circumstances to purchase only materials and have those materials installed by District staff. These items will be shipped to a designated allocation and unload by District staff.

CATALOG: Each Bidder shall submit with this bid at no charge two (2) current catalog(s). All catalogs shall clearly identify the bid number, bid name, and the Bidder's name, address and telephone number. Additionally, each Bidder awarded an optional year renewal will submit at no charge two (2) current catalog(s) as requested. Upon Board approval of bids, all successful Bidder's will be provided a current listing of schools to send one (1) current catalog(s). Catalog(s) shall clearly identify the bid number, bid name, and the Bidder's name, address and telephone number, for distribution at vendors' expense. Additional supply of catalogs must be provided to the Purchasing Department as directed at no charge..

SCOPE OF WORK: The successful bidder(s) shall furnish, at their expense, all supervision, equipment, machine, tools, materials, labor, transportation, and other facilities and services necessary to perform the work specified herein.

The School District of Manatee County will provide water and electricity from point of closest hook-up only (no hoses or electrical cables will be provided) at sites specified.

The installation-contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The installation-contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Installation-contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operation. Installing contractor shall be required to call for a locator prior to any work performed.

Installation-contractor shall be responsible for the safeguarding of all tools and equipment at all times.

Specifications/Scope of Work – continued
Bid on Bleachers, Park and Playground Equipment, No. 11-0014-MR

SCOPE OF WORK- cont'd

Supplier/installation contractors shall not inhibit access to school centers during pursuit of work specified herein.

Installation-contractor shall leave work site in a neat and orderly fashion at the end of each work day.

The installation-contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Supplier/installation contractors or a representative, daily while on campus, shall sign in at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus. In addition, they must apprise themselves and abide by the rules and regulations of that particular school site.

Installation-contractor shall be responsible for unpacking, uncrating and installation at job site in accordance with specifications herein.

Installation-contractor shall ensure all work is installed straight, level, plum and in workmanlike manner.

Installation-contractor shall verify and be responsible for the accuracy of all field measurements.

Installation-contractor shall be responsible for restoration of the site to its original condition to include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

Supplier/installation contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

An English-speaking supervisor/representative must be on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications and other contract documents and has the authority to act in the installation-contractor's behalf.

Specifications/Scope of Work – continued
Bid on Bleachers, Park and Playground Equipment, No. 11-0014-MR

SCOPE OF WORK- cont'd

Equipment/Installation shall be in compliance with the following Manatee County School District Playground Equipment Committee's guidelines:

- 1) General: Public use playground equipment shall meet all the requirements of the current ASTM F1487 American Standards for Testing and Measurement and the CPSC Consumer Product Safety Commission and ADA Accessibility guidelines:
- 2) Specific: Individual pieces of equipment shall meet specific design requirements, in addition to the general design, as indicated in bid specifications.
- 3) Requirements not addressed in above guidelines shall be in compliance with prevailing safety standards as set forth in "A Handbook for Public Playground Safety" developed by the U.S. Consumer Product Safety Commission and such safety standards indicated by the Florida Recreation and Parks Association. All equipment/installation shall meet current ASTM Playground Safety Standards for Playground Equipment for Public Use. All state, federal and local safety rules and regulations also must be met.

Upon completion of installation, the Certified National Playground Safety Inspector and the School District of Manatee County Representative shall perform a final inspection prior to use.

SUBCONTRACTORS: If subcontractor will be utilized, identify company name as directed on proposal pages 28 through 33. Additional subcontractor may be added per Bidder's written request at the discretion of the Purchasing Department.

BLEACHERS: Bleacher design and installation shall meet the Current Florida Standard Building Code and NFPA 102. Bleachers shall be furnished and installed by authorized manufacturer's representatives. Upon completion of Bleacher installations, bleachers shall be inspected by a Licensed Structural Engineer, at the contractors expense, prior to utilization.

HOURS OF OPERATION: The installation-contractor is advised that the installation of these units shall be coordinated with the Project Manager and Principal at each school site. It shall be the installation-contractor's responsibility to perform measures to include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff, students and the general public.

WARRANTY: Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for a period of at least three years from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner.

Specifications/Scope of Work – continued
Bid on Bleachers, Park and Playground Equipment, No. 11-0014-MR

PRODUCT LIABILITY: Products insured for not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The vendor must agree by signing this contract that products liability coverage will be purchased for all equipment installed for a minimum of seven (7) years. The manufacturer must immediately notify the School District of Manatee County, in writing, of any product defects or safety code violations that they become aware of after equipment is installed on School District property as a result of this contract. This notification must be sent by certified mail to: School District of Manatee County, Attn: Forrest Branscomb, Risk Manager, 215 Manatee Avenue West, Bradenton, Florida, 34205.

PRICE ADJUSTMENT: The discounts, terms and conditions of this bid are to remain firm throughout the contract period August 24, 2010 through August 23, 2013. If, during the contract period, the vendor issues an upgraded catalog, replacements to the catalog submitted with the bid, such replacements are to be forwarded to the Manatee County School District Purchasing Department, 2501 63rd Avenue East, Bradenton, FL 34203. Attn: Melody Ryan, Buyer. The replacements are to be received no less than twenty-one (21) days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes. Supplier-contractor must deliver copies of the replacement catalogs with new manufacturer prices to all Manatee County District Schools as indicated on list received.

The above replacement catalogs shall not be upgraded more than one time in any contract period. No changes in pricing will be honored for the length of this contract.

ORDERS: The District is not obligated to place any order with any supplier/contractor participating in this bid. However, all schools will be urged to refer to catalogs and discounts of awarded vendors in order to obtain items in the most economical manner.

Recommended vendors supplying schools with quotations/purchase information shall also provide the following with each submittal:

- 1) Independent Lab Certification of compliance with ASTM structural integrity tests.
- 2) Certification by manufacturer that design complies with current ASTM F1487 for Public Use safety specifications.
- 3) Certification by manufacturer of compliance with current CPSC guidelines.
- 4) Written information that the piece of equipment being quoted complies with current ASTM ADA specifications.

Specifications/Scope of Work – continued
Bid on Bleachers, Park and Playground Equipment, No. 11-0014-MR

ORDERS - continued

- 5) Written information regarding the age appropriateness of each piece of equipment.
- 6) Copy of Certificate of Insurance listing the School Board of Manatee County as additional insured.
- 7) Any other documentation deemed pertinent by the School District of Manatee County Playground Safety Committee.

Supplier/contractor shall provide the following information after installation of playground equipment:

- 1) Copies of all blueprints, specifications, manufacturer's instructions, extensive parts list, warnings, and any other documentation deemed appropriate by the School Board Grounds Maintenance Department.
- 2) Certification of proper installation following final inspection from Manufacturer/Supplier, including the certification of the location as required by current ASTM F1487 and CPSC guidelines.
- 3) Sign-off letter from supplier-contractor stating the date of final inspection, problems found (if any), and repairs made.

LIAISON: Successful installation-contractor shall liaison with designated School District Project Manager or Principal (as applicable) to schedule installation and to arrange for an inspection of finished project.

ESTIMATED DOLLAR VALUE: No guarantee as to the dollar amount of this bid is implied or given.

REPAIRS: Hourly rates will be provided on the Form of Proposal for repairs of bleacher, park and playground equipment. Repairs shall be made by an active Certified National Playground Safety Inspector which has been approved and certified by the manufacturer to make repairs on specific brands of equipment. Component parts shall be bid on an as needed basis.

STATEMENT OF "NO BID"

BID ON BLEACHER, PARK AND PLAYGROUND EQUIPMENT, 11-0014-MR

School District of Manatee County
Purchasing Department
2501 63rd Avenue, East
Bradenton, FL 34203

We are not submitting a **BID ON BLEACHER, PARK AND PLAYGROUND EQUIPMENT, MCSD No. 11-0014-MR** for the following reasons:

- Insufficient time to respond.
 - We do not offer this product or service.
 - Our schedule would not permit us to perform.
 - Unable to meet specifications.
 - Unable to meet insurance requirements.
 - Other (Specify Below)
-
-

Please check one:

- Please keep our name on your Bidder's List for this classification of materials/services.
- Please remove our name from your Bidder's List for this classification of materials/services.

NAME OF BIDDER _____

ADDRESS _____

SIGNATURE _____

TITLE _____

FORM OF PROPOSAL

BID ON BLEACHER, PARK AND PLAYGROUND EQUIPMENT, MCSD No. 11-0014-MR

School District of Manatee County
Purchasing Department
2501 63rd Avenue, East
Bradenton, FL 34203

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination.

Form of Proposal - continued
Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

ITEM
NUMBER _____ CATALOG DISCOUNT BID _____.

1) PLAYGROUND EQUIPMENT:

Include Catalog Name, Number, Date, and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Date	Discount

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF PLAYGROUND EQUIPMENT:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage is _____%. Attach to your bid response your Written Factory/Manufacture Certification for the installation of playground equipment. Certification attached Yes_____ or No_____.

and / or,

b.
If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification. Certification attached Yes_____ or No_____.

Form of Proposal - continued
Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

ITEM
NUMBER CATALOG DISCOUNT BID _____.

2) SITE EQUIPMENT:

Include Catalog Name, Number, Date, and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Date	Discount

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SITE EQUIPMENT:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage is _____%. Attach to your bid response your Written Factory/Manufacture Certification for the installation of playground equipment. Certification attached Yes_____ or No_____.

and / or,

b.
If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification. Certification attached Yes_____ or No_____.

Form of Proposal - continued
Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

ITEM
NUMBER CATALOG DISCOUNT BID _____.

3) SURFACING MATERIALS:

Include Catalog Name, Number, Date, and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Date	Discount

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SURFACING MATERIALS:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage is _____%. Attach to your bid response your Written Factory/Manufacture Certification for the installation of playground equipment. Certification attached Yes_____ or No_____.

and / or,

b.
If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification. Certification attached Yes_____ or No_____.

Form of Proposal - continued
Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

ITEM
NUMBER CATALOG DISCOUNT BID _____.

4) SHADE STRUCTURE:

Include Catalog Name, Number, Date, and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Date	Discount

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF SHADE STRUCTURE:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage is _____%. Attach to your bid response your Written Factory/Manufacture Certification for the installation of playground equipment. Certification attached Yes_____ or No_____.

and / or,

b.
If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification. Certification attached Yes_____ or No_____.

Form of Proposal - continued
 Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

ITEM
 NUMBER CATALOG DISCOUNT BID

6) STADIUM BLEACHER:

Include Catalog Name, Number, Date, and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Catalog Name	Number	Date	Discount

If additional space is needed, attach additional pages on company letterhead in above format.

a. INSTALLATION OF STADIUM BLEACHER:

To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage is ____%. Attach to your bid response your Written Factory/Manufacture Certification for the installation of playground equipment. Certification attached Yes ____ or No ____.

and / or,

b.
 If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory/Manufacture Certification. Certification attached Yes ____ or No ____.

ITEM
 NUMBER DESCRIPTION HOURLY RATE

REPAIRS

7. Repairs – Hourly Basis \$ _____ Per Hour

Form of Proposal – continued
Bid on Bleacher, Park and Playground Equipment, MCSD No. 11-0014-MR

REFERENCES

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

Form of Proposal - continued

Bid on Bleacher, Park and Playground Equipment, 11-0014-MR

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

DEALER'S WARRANTY: _____

LOCATION OF REPAIR SERVICES: _____

AVAILABILITY OF REPAIR PARTS: _____

ESTIMATED TIME TO EFFECT REPAIR: _____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

DRUG FREE WORK PLACE CERTIFICATION

BID ON BLEACHER, PARK AND PLAYGROUND EQUIPMENT, 11-0014-MR

I hereby swear or affirm that this company has established a drug-free work place program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE/DATE

COMPANY NAME

FEDERAL DEBARMENT CERTIFICATION

BID ON BLEACHER, PARK AND PLAYGROUND EQUIPMENT, 11-0014-MR

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*

.
***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

Federal Debarment Certification - continued
Bid on Bleacher, Park and Playground Equipment, 11-0014-MR

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form of Proposal - continued
Bid on Bleacher, Park and Playground Equipment, 11-0014-MR

The Bidder affirms that this bid is submitted without any previous understandings, agreements, or connections with any person, firm, or corporation submitting a bid for the same materials/services, and is in all respects fair and without collusion or fraud.

The Bidder agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 228.2001, Florida Statutes, and The Pregnancy Discrimination Act. Said Bidder further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

By signing this agreement, the Bidder acknowledges that he/she is an authorized representative of the company submitting this bid and has read and understands the document posted on our website, **“How to Do Business with the School District of Manatee County.”**

***Addendum Acknowledgment:** When applicable, vendor **MUST** acknowledge receipt of addendums. **Please mark in the space provided by the appropriate Addendum Number (s).** View website for addendum prior to submitting bid. (www.manateeschools.net/purchase)

BIDS RECEIVED WITHOUT ADDENDUM ACKNOWLEDGMENT SHALL BE CONSIDERED NONRESPONSIVE.

Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4

Florida Document Number: _____

Registration Type: **Sole Proprietorship - Individual** **Fictitious Name**
 Out of State (Foreign) Corporation **In State Corporation** **Exempt**

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ **DATE** _____

FAX NUMBER: _____

***SIGNATURE: (Blue Ball Point Pen Only)** _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001



MIAMI GARDENS GENERAL OBLIGATION BOND **BOND IMPLEMENTATION PLAN PROJECTS**

The following potential Capital Improvement Projects are recommended to be funded by the City of Miami Gardens General Obligation Bond (GOB). All projects are geared toward the City's Parks and also are inclusive of the Administration's recommendations regarding public safety improvements.

A. J. King Park

- Remove wooden lighting poles and replace with steel poles for new Musco sports lighting and control system for the multipurpose field and the baseball field. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Recondition the existing baseball diamond and replace backstop and dugout fencing. Install outfield fencing/netting.
- Reconfigure the existing paved parking lot for easier access from the street and to be ADA compliant to include paved approaches from street.
- Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a new large pavilion with picnic tables, grills, domestic water and electricity.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Andover Park

- Replace existing playground with a new playground with soft rubberized play surface and shade structure.
- Resurface the existing basketball court and install new shade structure, backboards and rims.
- Replace the perimeter fencing and install temporary parking with pavers in the swale area.
- Install new landscaping and irrigation system in the park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Bennett Lifter Park

- Replace existing playground and swings with new playground with soft rubberized play surface and shade structure. Move the playground closer to the recreation building.
- Resurface existing basketball court and install new backboards and rims.

City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001



Bennett Lifter Park (continued)

- Replace sports lighting for basketball court with new Musco lighting and control system, which will reduce the power consumption by 40% and provide web based control system.
- Remove the existing tennis courts and replace with a larger pavilion with a grill, electricity and domestic water.
- Remodel two existing public restrooms in the Recreation Building to be ADA compliant.
- Install additional paved parking north of the existing building and adapt existing lot to be ADA compliant.
- Repair driveway approaches to site as needed to interface with edge of street pavement.
- Install new parking lot lighting which will be controlled by the Musco system.
- Add parking with pavers in the swale area along the streets.
- Install new landscaping and irrigation system in the park and the paved parking lot.
- Surround lift station with lush landscaping to improve park aesthetics.
- Install sidewalks to the lake shore and a chain link fence.
- Install a fishing dock at the edge of the lake.
- Remove the existing small pavilion north of the building.
- Renovate the existing pavilion south of the building and add grill, electricity and domestic water.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Betty T. Ferguson Recreation Center

- Convert the north and south overflow parking areas into paved parking lots and include lighting and drainage.
- Upgrade the existing football field area to potentially accommodate local high school football and other specialized events.
- Upgrade existing parking lot lighting.
- Reduce the area designated for the burrowing owl to add to the new north parking lot.
- Extend the existing walking trail to the entire perimeter of the site and include lighting and distance marker signage.
- Install ventilation fans in pool area.
- Evaluate and replace as necessary ventilation systems and air conditioning throughout the facility.
- Install new landscaping and expand irrigation system adjacent to trail extension.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Brentwood Pool

- Replace the exercise equipment at the central exercise station area. Cover central exercise station area with a shade structure.
- Install benches and trash receptacles near the basketball courts and the playground.



City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Brentwood Pool (continued)

- Resurface the existing parking lot and adapt it to be ADA compliant.
- Renovate and resurface tennis courts.
- Demolish the existing pool and pool house that is no longer functional. Once completed, install a new pavilion with picnic tables, grill, electricity and domestic water. Add a small water play area adjacent to the pavilion.
- Install a perimeter chain link fence to improve security at the park.
- Install new landscaping and irrigation system in the park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Buccaneer Park

- After an analysis to determine the cost effectiveness, the existing Recreation Building will be remodeled or demolished and rebuilt.
- Determine the feasibility of relocating/burying electrical cables underground.
- Relocate and replace existing playground with new playground with soft rubberized play surface and shade structure.
- Extend the existing walking trail. Add distance marker signage along walking trail.
- Create a zero-depth splash pad with perimeter benched seating at the location of the paved skating area. Construct a restroom and shower area near the splash pad area.
- Install estate fencing and plant shrubs and bushes around splash pad area.
- Construct a permanent entrance area near the splash pad.
- Install two new pavilions with a grill, electricity and domestic water--one adjacent to the splash pad and the other along the trail.
- Resurface two existing basketball courts and install new backboards and rims.
- Replace sports lighting for basketball court with new Musco lighting and controls. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Replace/Install sports lighting for tennis courts with new Musco lighting and controls.
- Resurface two existing Tennis Courts and install new netting and signage. Replace existing fencing and windscreen as needed.
- Install additional paved parking at the location of the existing parking lot. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Add temporary parking with pavers in the swale area along the streets.
- Install a perimeter chain link fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001



Bunche Park

- Demolish the existing 40 year old recreation building. Build a new Multipurpose Gymnasium to house the City of Miami Gardens Alternative Sports Complex. The building will contain a running track on a second level above a weight room, workout room and locker rooms. The center will feature boxing, martial arts, dance and gymnastics.
- Remove two of the four existing basketball courts to make room for new parking lot.
- Resurface two of the existing basketball courts.
- Replace existing playground with a new playground with soft rubberized play surface and shade structure.
- Replace existing sod sports field with a new artificial turf sports field.
- Replace the sports lighting for the football field and the basketball courts with new Musco lighting and control system on the existing concrete poles. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Install bleachers with permanent shade structures for the football field.
- Repair the temporary parking in the swale area along the perimeter streets.
- Renovate and add to the existing parking lot and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Replace the broken perimeter fencing on the south side of the park with a 6-foot vinyl covered chain link fence.
- Install estate fencing along the north, east, and west perimeter of the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Bunche Pool Option

- Demolish and reconstruct the existing pool and pool house that has been unoccupied for 6 years. New pool house will be ADA compliant.
- Repair and replace existing pool pumps, piping, filters and equipment.
- Renovate and add to the existing parking lot and adapt existing lot to be ADA compliant. Install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install new water fountain(s).
- Install a perimeter fence around the site.
- Extend sidewalk width to be ADA compliant.
- Install new landscaping and irrigation system for the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001



Bunche Water Playground Option

- Demolish the existing pool and Pool house that has been unoccupied for 6 years and construct a new Public Restroom building with shower area.
- Install a new state-of-the-art, zero-depth extra-large intergenerational Water Playground/Splash Pad.
- Construct a permanent entrance area near the splash pad.
- Renovate and add to the existing parking lot and adapt existing lot to be ADA compliant. Install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a perimeter fence around the site.
- Extend sidewalk width to be ADA compliant.
- Install new landscaping and irrigation system for the paved parking lot.
- Install a Video Surveillance System with interior and exterior cameras monitored from the new Police Headquarters Building.

Cloverleaf Park

- Replace the existing playground with a new playground with soft rubberized play surface and shade structure.
- Expand and resurface the existing half basketball court and install new backboards and rims.
- Install security lighting and controls for the basketball court.
- Determine the feasibility of relocating/burying electrical cables underground.
- Renovate the existing building and make it ADA compliant. Assess removing or relocating the east exit door.
- Add temporary parking with pavers in the swale area along the street.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Lester Brown Park (Brentwood Park)

- Add a second zone for the existing playground with a soft rubberized play surface and shade structure.
- Remove the existing natural turf sports field and irrigation system underneath.
- Install an artificial turf sports field. Reuse the existing Musco lighting system.
- Install a scoreboard.
- Install bleachers with permanent shade structures on both sides of the field.
- Re-sod the existing practice field.
- Expand the existing parking lot to the south and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.



City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Lester Brown Park (Brentwood Park) continued

- Expand existing walking trail with lighting around the perimeter of the park. Add distance marker signage along walking trail.
- Install exercise station with shade structure area funded by CMG and Miami Dolphins.
- Install estate fencing at the entrance to the park and install new 6-foot vinyl covered chain link fence around the remaining perimeter.
- Install new landscaping and irrigation system in the park and the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Miami Carol City Park

- Renovate restroom building.
- Resurface the four existing basketball courts and install new backboards and rims. Install a shade structure.
- Remove sod from the existing game football field on the south of the park and install an artificial turf sports field.
- Extend the existing Musco sports lighting system to light the practice football field.
- Install a scoreboard.
- Recondition baseball field and replace backstop and dugout fencing.
- Install lighting and distance marker signage along the existing walking trail.
- Install bleachers with permanent shade structure for the football field.
- Replace the existing wood pavilion with a new pavilion with picnic tables, grills, domestic water and electricity.
- Install a new large pavilion with picnic tables, grills, domestic water and electricity.
- Add temporary parking with pavers in the swale area along 187th Street.
- Install additional paved parking north of the recreation building and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a perimeter chain link fence to improve security at the park. Install estate fencing at the entrance to the park.
- Replace the existing irrigation system for the entire park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Myrtle Grove Park

- Renovate the existing recreation building.
- Demolish the existing pool, pool house and all of the pool equipment. Sod the area.
- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Replace two existing tennis courts with two new basketball courts.
- Demolish existing basketball courts.

City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001



Myrtle Grove Park (continued)

- Install additional paved parking to the existing lot and adapt the lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Pending relocation of the existing Parks and Recreation maintenance facility, construct a state-of-the-art gymnasium/field house to host Amateur Athletic Union (AAU) basketball events and other high-profile indoor athletic events.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

North Dade Optimist Park

- Install a scoreboard for the newly completed football field.
- Install bleachers on the north side of the football field and add permanent shade structure.
- Remove existing baseball backstop, benches, and dugout fencing. Sod the area and extend the irrigation system.
- Extend chain link fence to areas where backstop/dugout fencing was removed.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Norwood Park

- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Demolish the existing 40 year old recreation building. Construct a new larger Recreation Building to support the afterschool and summer camp programs.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park.
- Resurface and reconfigure the existing parking lot that is shared with Norwood Pool. The new configuration shall be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Norwood Pool

- Inspect and report on the existing poolhouse, pool and pool equipment to determine extent of renovation and replacement.
- Sand-blast and paint the existing pool. Re-tile the existing pool perimeter. Resurface the existing concrete pad around the pool.

City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001



Norwood Pool (continued)

- Repair and replace existing pool pumps, piping, filters and equipment as recommended by Inspection Report above.
- Renovate the existing Poolhouse and make it ADA compliant.

Risco Park

- Design and construct a new building for the City's Science, Technology, Engineering and Math (STEM) Center. The STEM Center will include Science Labs, Computer Labs, and other equipment to promote the development of youth through science and technology innovations.
- Design and construct a connecting building for the Audio Visual and Performing Arts Center. The Center will have music production and recording studios, television studios, and a presentation room.
- Construct a parking lot that is ADA compliant.
- Remove and/or reposition existing lighting poles.
- Install a new lighting system for the parking lot for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install perimeter fencing around the site.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Rolling Oaks Park

The recently completed Rolling Oaks Pedestrian Trail offers a ¾ mile loop of newly paved pathways ideal for walking, jogging and biking and features exercise stations, lighting and benches along the way. The additional work will consist of the following:

- Install a new entrance on NW 183rd Street and NW 14th Avenue with an estate fence and gate on the east and west side of the entrance. Install estate fencing around the perimeter of the park.
- Install new permanent parking lot on the south side of the park near the main entrance and add additional spaces in the existing permanent parking lot on north side of the park.
- Develop multipurpose sports field with artificial turf.
- Install bleachers with permanent shade structures.
- Install a scoreboard.
- Install Musco sports lighting system to light the multipurpose field.
- Construct a new recreation building and remove the trailer being used as a temporary recreation building.
- Install several new pavilions of varied sizes with picnic tables, grills, domestic water and electricity along the walking trail.
- Expand the existing walking trail with additional distance marker signage.
- Purchase and install picnic tables and grills throughout the park.

City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001



Rolling Oaks Park (continued)

- Replace existing playground and swings and install two (2) new playgrounds with a soft rubberized play surface and shade structure (one on the north and south side of the park).
- Install other family park amenities as acreage allows.
- Repair and recoat four existing basketball courts.
- Remodel existing public restrooms to be ADA compliant.
- Install new landscaping and irrigation system in the park and paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Scott Park

- Expand existing recreation building.
- Demolish existing Teen building.
- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Resurface two existing basketball courts and install new backboards and rims.
- Remove the existing wood rail fencing around the perimeter of the park and install a 6-foot vinyl covered chain link fence.
- Renovate the existing multipurpose field with new sod.
- Recondition the existing baseball diamond and replace backstop and dugout fencing. Install outfield fencing/netting.
- Replace the existing irrigation system for the entire park.
- Replace the sports lighting for the multipurpose field, baseball field and basketball courts with new Musco lighting and control system. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Add temporary parking with pavers in the swale area along three of the perimeter streets, (176th Street, 15th Court & 179th Street).
- Resurface parking lot.
- Expand sidewalk around perimeter of the site.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Senior Family Center

- Demolish the existing 40 year old one story building.
- Design and construct a new building to be used as the City's Senior Family Center. The Center will include meeting rooms, a dining room and kitchen, classrooms, workout rooms, dance studio, locker rooms, indoor track and a pool.
- Construct a walking trail with distance marker signage.
- Install estate fencing along the perimeter to improve security at the site.
- Replace the existing parking lot with a larger parking lot that is ADA compliant. Install a new lighting system for the lot.
- Install new landscaping and irrigation system on the site and the paved parking lot.



City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Senior Family Center (continued)

- Develop a botanical garden.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

St. Thomas University Sports Complex

- Development of an outdoor tennis center and ball fields in partnership with St. Thomas University.

West Miami Gardens/Florida Memorial University Sports Complex

- Development of 4.2 acres adjacent to the Miami Dade Public Schools Jan Mann Education Center to include a soft surfaced track and multipurpose field. The sports field will host football, soccer and track activities with bleachers, a scoreboard and a Musco sports lighting system for evening events.
- Install a paved parking lot and sidewalks with site lighting.
- Install a perimeter fence with a security booth at the entrance into the site.
- Construct a Public Restroom and equipment storage building with water fountains.
- Install new landscaping and irrigation system on the site and the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Culinary Arts and Hospitality Institute

- Design and construct a new building behind City Hall to house Culinary Arts and Hospitality Institute featuring a multipurpose banquet facility.

Mobile Stage/Show-mobiles

- A large and medium size mobile staging system is ideal for outdoor events, performances and speaking engagements. Sound and lighting equipment will complement each show-mobile. The Show-mobiles shall be wheelchair accessible.

Automatic License Plate Recognition Systems (ALPRS)

- These systems come in mobile configurations, and are installed in marked or unmarked police vehicles as portable or fixed systems. These systems can alert officers on patrol, as well as the communications center, of individuals who are traveling through the municipality in vehicles that are either stolen and can be used to facilitate the tracking of individuals who may have recently committed crimes. In addition to this function, the system's back office application can be used to store and search vehicle license plate information for investigative purposes.



City of Miami Gardens

18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Deployment Locations for Fixed ALPRS:

- ALPRS at 215th Street & 2nd Ave.
- ALPRS at 199th Street & 2nd Ave.
- ALPRS at 183rd Street & 2nd Ave.
- ALPRS at 175th Street & 2nd Ave.
- ALPRS at 151st Street & 22nd Ave.
- ALPRS at 183rd Street & 37th Ave.
- ALPRS at 183rd Street & 47th Ave.
- ALPRS at 215th Street & 27th Ave.
- ALPRS at 199th Street & 27th Ave.
- ALPRS at 183rd Street & 27th Ave.
- ALPRS at 151st Street & 27th Ave.
- Two Additional Mobile ALPRS systems (2 additional vehicles) to augment the MGPD's single ALPRS

Mobile Command Center Technological Upgrade

- The existing Mobile Command Center is an important tool for on scene command and control at crime scenes and at natural and man-made disaster situations. The current vehicle has inadequate technology and communications equipment, and is in need of technological upgrades and retrofit, to be able to fully function as a standalone command and communications center.

Real Time Crime Center

- Real Time Crime Centers (RTCC) are a centralized technology center that gives field officers and detectives instant information to help identify patterns and stop emerging crime. They also provide relevant information to improve officer situational awareness, and actionable intelligence to make the City of Miami Gardens safer. Though tech tools such as Video Surveillance Cameras and ALPRS, etc. are valuable; without a RTCC to bring together the terabytes of data that are produced by the technology components, their effectiveness is diminished.

Nothing contained herein shall prevent the City from making deviations to this Plan based upon available resources, changes in circumstances, or the identification of additional revenues.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Cameron Benson, City Manager		Department:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A GRANT MATCH IN THE AMOINT OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) TOWARDS FUNDING FOR THE AFRICAN MUSEUM OF ARTS AND CULTURAL CENTER UPON THE THE AFRICAN MUSEUM OF ARTS AND CULTURAL CENTER’S RECEIPT OF A GRANT FROM THE FLORIDA DEPARTMENT OF STATE, THROUGH IT’S CULTURAL FACILITIES PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

On May 7, 2013, the Miami-Dade Board of County Commissioners unanimously approved Resolution No. 11 (A)(9) sponsored by County Commissioner Barbara J. Jordan authorizing a lease agreement with the Nigerian-American Foundation for the development, operation and maintenance of an African Museum

**Item L-1) Resolution
Grant/ African Museum of
Arts and Cultural Center**

and Cultural Art Center to be located at NW 207th Street and NW 32nd Avenue in Miami Gardens, Florida. This facility would house a museum, dance theatre and lecture hall aimed at enhancing the educational, social, historical and cultural offerings in the City of Miami Gardens. Since that time, the completion of this project has been stalled due to inadequate funding.

Recently, efforts to complete the African Museum of Arts and Culture (AMAC) Center have been renewed. The Nigerian-American Foundation established an AMAC Trust for this purpose and plan to submit a grant application to the Florida Department of State's Cultural Facilities Program to obtain grant funds to complete the AMAC Center. If the Nigerian-American Foundation receives the Cultural Facilities Program grant, the City of Miami Gardens will provide monetary assistance in the amount of \$125,000 to supplement the grant funds received and aid in the efforts to locate the AMAC Center in the City of Miami Gardens.

To provide these funds, the City Manager proposes pursuing a diverse set of funding streams to include general fund, sponsorships, charitable donations, and grants.

On March 25, 2015, the Miami Gardens City Council demonstrated their support of the AMAC Center project by passing Resolution Number 2015-58-2255 in support of the establishment of the AMAC Center in the City of Miami Gardens. The provision of these funds align with the stated desire of the Council.

Fiscal Impact

Depends on how much sponsorships and donations the City will receive, the General Fund will have to fund for the remaining of the costs that are not covered by the sponsorships or donations. If this amount to be funded from the General Fund budget is greater than what is available in the General Fund, the funding will have to be derived from fund balance and an ordinance will be required to amend the budget.

Proposed Action:

It is recommended the City Manager take all necessary steps to provide \$125,000 to the Nigerian-American Foundation upon its receipt of the Cultural Facilities Program grant.

Attachment:

No.

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A GRANT MATCH IN THE AMOUNT OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) TOWARDS FUNDING FOR THE AFRICAN MUSEUM OF ARTS AND CULTURAL CENTER UPON THE AFRICAN MUSEUM OF ARTS AND CULTURAL CENTER'S RECEIPT OF A GRANT FROM THE FLORIDA DEPARTMENT OF STATE, THROUGH IT'S CULTURAL FACILITIES PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 7, 2013, the Miami-Dade Board of County Commissioners unanimously approved Resolution No. 11(A)(9) sponsored by County Commissioner Barbara J. Jordan authorizing a lease agreement with the Nigerian-American Foundation for the development, operation and maintenance of an African Museum of Arts and Cultural ("AMAC") Center to be located at NW 207th Street and NW 32nd Avenue in Miami Gardens, Florida, and

WHEREAS, the AMAC center will house a museum, dance theatre and lecture halls aimed at enhancing the educational, social, historical and cultural offerings, and

WHEREAS, the AMAC center will also promote tourism, international exchanges, economic growth and enrichment for the community, and

WHEREAS, the completion of this project has been stalled due to inadequate funding and efforts to complete the African Museum of Arts and Cultural Center have been renewed, and

WHEREAS, the Nigerian American Foundation recently established the AMAC center Trust to oversee the development fund to complete the project, and

WHEREAS, on March 25, 2015, the City of Miami Gardens' City Council passed Resolution No: 2015-58-2255 in support of the establishment of the AMAC center in the City of Miami Gardens, and

32 WHEREAS, the AMAC center will apply for the Cultural Facilities Program Grant
33 administered by the Florida Department of State to support and fund the renovation,
34 new construction or acquisition of cultural facilities, and

35 WHEREAS, if the AMAC receives the grant, the City of Miami Gardens will be
36 responsible for providing One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in
37 matching funds required by the grant which will be paid from fund balance, and

38 WHEREAS, these funds may only be used to provide matching funds for the
39 Florida Department of State's Cultural Facilities Program and any use beyond this is
40 strictly prohibited, and

41 WHEREAS, further, the City Manager does not recommend any additional city
42 funds to be designated to the pre-construction and/or construction costs of the proposed
43 project,

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

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

49 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
50 hereby authorizes a grant match for One Hundred Twenty-Five Thousand Dollars
51 (\$125,000.00) upon the African Museum of Arts and Cultural Center's receipt of a grant
52 from the Florida Department of State, through its Cultural Facilities Program.

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

55 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
56 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	June 10, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x				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 #:	<i>(Enter #)</i>			
		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:	Cameron Benson, City Manager		Department:	Development Services			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY MS REALTY GARDENS, LLC, FOR THE REZONING OF PROPERTY GENERALLY LOCATED AT NW 159TH STREET BETWEEN 47TH AVENUE AND NW 45TH AVENUE, MIAMI GARDENS, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM R-2, TWO FAMILY DWELLING RESIDENTIAL TO R-15 MULTIPLE FAMILY DWELLING RESIDENTIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

*Item N-1) Consent Agenda
Ordinance/Second Reading
MA Realty Gardens LLC - Rezoning*

Staff Summary:

Project Summary/Background

- The property is currently vacant. The applicant is requesting a rezoning of the subject property which is zoned R-2 Two Family Residential to R-15 Multiple Family Residential in order to develop the property with 20 townhomes. Each unit is approximately 3,000 SF and will include 3 bedrooms, 2 bathrooms and a garage.
- Existing R-2 Two Family Residential provides for use and occupancy of one-family detached and two-family dwellings at low-medium densities, essential services and facilities, and select public and institutional uses. Townhomes are not permitted. This district implements the 7 to 15 du/ac range of the Neighborhood CDMP land use category.
- Proposed R-15 Multiple-Family Residential provides for use and occupancy of one-family attached and detached, two-family and multiple-family dwellings at low-medium densities, essential services and facilities, and select public and institutional uses. The R-15 district implements the 7 to 15 du/ac range of the Neighborhood CDMP land use category.

Analysis

The proposed rezoning to R-15 Multiple Family Residential is generally consistent with the policies, goals and objectives of the City's Comprehensive Development Master Plan (CDMP), and satisfies Section 34-49(f) of the City's Land Development Regulations (LDRs), which establishes the 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.

Rezoning of the property will not unduly impact water, sewer, drainage, education, transportation facilities, roads or recreation facilities. Existing R-2 Two Family Residential district and proposed R-15 Multiple Family Residential district both implement the 7 to 15 du/ac range of the Neighborhood CDMP land use category. This proposed residential development accounts for a lower density than the maximum allowable density of 15 du/ac. Rezoning of the property to R-15 is only intended to allow townhomes, which is not a building type permitted in the existing R-2 district. Townhome is a more appropriate building type that will help spur further development in the surrounding area.

Fiscal Impact

There is no fiscal impact to the City.

Proposed Action:

Recommend adoption of the Ordinance.

Attachments: Exhibit "A" – Legal Description
Exhibit "B" – Staff Recommendation

ORDINANCE NO. 2015_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY MS REALTY GARDENS, LLC, FOR THE REZONING OF PROPERTY GENERALLY LOCATED AT NW 159TH STREET BETWEEN 47TH AVENUE AND NW 45TH AVENUE, MIAMI GARDENS, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM R-2, TWO FAMILY DWELLING RESIDENTIAL TO R-15 MULTIPLE FAMILY DWELLING RESIDENTIAL; 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, MS Realty Gardens, LLC, is the owner of that certain real property generally located at NW 159th Street between 47th Avenue and NW 45th Avenue, and

WHEREAS, the Applicant is requesting a rezoning of the subject property which is zoned R-2, Two Family Dwelling Residential to R-15, Multiple Family Dwelling Residential in order to develop the property with 20 townhomes, and

WHEREAS, the City's Planning and Zoning Staff has made a determination that the application is consistent with the Comprehensive Development Master Plan, and recommends approval of the application, and

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

WHEREAS, the City Council also considered that testimony of the City's Planning and Zoning staff and the staff report attached hereto as Exhibit "B" and incorporated in by reference,

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

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

6 Section 2. APPROVAL: The City Council of the City of Miami Gardens,
7 Florida, hereby approves the application submitted by MS Realty Gardens, LLC, for
8 the rezoning of property generally located at NW 159th Street between 47th
9 Avenue and NW 45th Avenue, Miami Gardens, Florida, more particularly described
10 on Exhibit "A" attached hereto from R-2, Two Family Dwelling Residential to R-15,
11 Multiple Family Dwelling Residential.

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

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

19 Section 5. INCLUSION IN CODE: It is the intention of the City
20 Council of the City of Miami Gardens that the provisions of this Ordinance shall
21 become and be made a part of the Code of Ordinances of the City of Miami
22 Gardens and that the section of this Ordinance may be renumbered or relettered
23 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or

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

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

5 PASSED ON FIRST READING ON THE 27th DAY OF MAY, 2015.

6 PASSED ON SECOND READING ON THE ____ DAY OF _____,
7 2015.

8 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
9 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
10 _____, 2015.

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13 _____
14 OLIVER GILBERT, III, MAYOR

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16 **ATTEST:**

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19 _____
20 RONETTA TAYLOR, MMC, CITY CLERK

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

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26 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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29 Moved by: _____

30 Second by: _____

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33 **VOTE:** _____

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1	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
2	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
3	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
4	Councilman David Williams Jr	_____ (Yes)	_____ (No)
5	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
6	Councilman Rodney Harris	_____ (Yes)	_____ (No)
7	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)
8			

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MS Realty Gardens, LLC / Ikon Townhouse
Rezoning from R-2 to R-15
PZ-2015-000605

Legal Description

LOT 1, IN BLOCK 5, OF "VENETIAN ACRES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, AT PAGE 92, OF THE PUBLIC RECORDS OF MIAMI –DADE COUNTY, FLORIDA.

**STAFF RECOMMENDATION
 PZ-2015-000605**

APPLICATION INFORMATION

Applicant: MS Realty Gardens, LLC
 Property Location: NW 159th Street between 47th Ave. and NW 45th Ave.
 Property Size: 1.8 Acres (net) 2.52 Acres (gross)
 Future Land Use: Neighborhood
 Existing Zoning: R-2 Two Family Residential
 Requested Action(s):
 1. Rezone to R-15 Multiple Family Residential

RECOMMENDATION:

Staff recommends granting the rezoning from R-2 Two Family Residential to R-15 Multiple Family Residential on the property generally located at NW 159th Street between 47th Ave. and NW 45th Ave.

REVIEW AND ANALYSIS:

Neighborhood Land Use Characteristics

Property	Future Land Use Designation	Zoning Classification	Existing Use
Subject Site	Neighborhood	R-2 Two Family Residential	Vacant
North	Neighborhood	R-2 Two Family Residential	Residential
South	Neighborhood	R-1 Single Family Residential	Residential
East	Neighborhood	R-2 Two Family Residential	Residential
West	Commerce	I-2 Heavy Industrial	Warehouse

Project Summary/Background

- The property is currently vacant. The applicant is requesting a rezoning of the subject property which is zoned R-2 Two Family Residential to R-15 Multiple Family Residential in order to develop the property with 20 townhomes. Each unit is approximately 3,000 SF and will include 3 bedrooms, 2 bathrooms and a garage.

- Existing R-2 Two Family Residential provides for use and occupancy of one-family detached and two-family dwellings at low-medium densities, essential services and facilities, and select public and institutional uses. Townhomes are not permitted. This district implements the 7 to 15 du/ac range of the Neighborhood CDMP land use category.
- Proposed R-15 Multiple-Family Residential provides for use and occupancy of one-family attached and detached, two-family and multiple-family dwellings at low-medium densities, essential services and facilities, and select public and institutional uses. The R-15 district implements the 7 to 15 du/ac range of the Neighborhood CDMP land use category.

Consistency with City of Miami Gardens Comprehensive Development Master Plan (CDMP)

The subject parcel is designated Neighborhood on the Land Use Map of the Future Land Use Element of the Comprehensive Development Master Plan (CDMP). As outlined in Objective 1.2 of the CDMP, the Neighborhood land use designation applies to areas intended for low and medium density residential development with supporting commercial and office uses. The designation of Neighborhood is specifically intended to protect single family homes from encroachment or intrusion from incompatible land uses.

Policy 2.1.2 of the Future Land Use Element indicates that performance standards for low medium residential uses shall be established as follows:

- Low-Medium Density Residential uses shall generally be limited to the Neighborhood land use designation.
Staff comment: *The site is located within the Neighborhood Land Use Designation.*
- Low-Medium Density Residential densities shall range from 7 to 15 dwelling units per gross acre. This density will allow housing types such as zero lot line homes, townhouses and low-rise apartments with surrounding open space.
Staff comment: *The proposed townhouse development has a density of approximately eight (8) dwelling units per acre.*
- Low-Medium Density Residential shall be limited to two (2) stories.
Staff Comment: *The proposed development will have a total of two (2) stories.*
- Low-Medium Density Residential shall be located adjacent to public streets classified as collectors or higher within the Commerce land use category, or arterials if within the Neighborhood land use designation.
Staff Comment: *The site is accessible from NW 167 St which is classified as Principal arterial, and adjacent to NW 47th Avenue and north of NW 156th Street both classified as collector streets.*

- Adequate separation and buffer treatment shall be provided to protect adjacent single-family residential uses.
Staff Comment: The site will be separated from adjacent low-density residential areas by building setbacks and landscape treatment.

Conclusion: The rezoning request is generally consistent with the policies of the City's Comprehensive Development Master Plan.

Anticipated Facilities Impact

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

Public Water: Central water appears to be available to this site, and connection shall be required.

Wastewater Disposal: Connection to the public sanitary sewer system is required, unless adequate capacity in this system is not available, in which case an alternative means of sewage disposal may be provided.

Drainage/Water Management: All stormwater runoff must be retained on site utilizing a properly designed system.

Traffic Circulation: There is no indication from the information submitted by the applicant that proposed development would cause any of the adjacent roadways to operate below acceptable levels of service (LOS) or that these roadways would not all retain a reasonable level of reserve capacity.

Education: The City is committed to supporting the Miami Dade County School District's programs to improve Miami Gardens' schools. All residential projects shall fully comply with the District's facility requirements including but not limited to the payment of education impact fees and any additional school facility mitigation fees.

This recommendation to approve the Applicant's rezoning request does not constitute a final development order; one or more concurrency determinations will subsequently be required.

Zoning Review and Analysis

The City Council may grant the rezoning of the properties subject to meeting the criteria set forth in Section 34-49(f) of the City's Land Development Regulations:

“(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."*

Findings of the request pursuant to the rezoning criteria set forth above are as follows:

1. The rezoning request is generally consistent with the policies, goals and objectives of the CDMP while maintaining the basic intent and purpose of the Zoning Code.
2. The rezoning will not affect natural resources in the City and does not impact negatively the stability and character of the area.
3. The rezoning of this property will allow the Applicant to build twenty (20) townhomes, which would have been otherwise impossible in the existing R-2 district. This proposed residential development accounts for a density of approximately 8 du/ac, which is below the maximum allowable density of 15 du/ac of the requested R-15 zoning district.
4. The rezoning will not unduly impact water, sewer, drainage, education or recreation facilities.
5. The rezoning will not impact public transportation facilities, streets or highways and will be accessible by public roads.

Conclusion: The proposed rezoning to R-15 Multiple Family Residential is generally consistent with the policies, goals and objectives of the City's Comprehensive Development Master Plan (CDMP), and satisfies Section 34-49(f) of the City's Land Development Regulations (LDRs), which establishes the 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.

Rezoning of the property will not unduly impact water, sewer, drainage, education, transportation facilities, roads or recreation facilities. Existing R-2 Two Family Residential district and proposed R-15 Multiple Family Residential district both implement the 7 to 15 du/ac range of the Neighborhood CDMP land use category. This proposed residential development accounts for a lower density than the maximum allowable density of 15 du/ac. Rezoning of the property to R-15 is only intended to allow townhomes, which is not a building type permitted in the existing R-2 district. Townhome is a more appropriate building type that will help spur further development in the surrounding area.

Attachments:

- Legal Description
- Survey
- Letter of Intent
- Proposed Site Improvements
- Hearing Map-Zoning
- Hearing Map-Aerial
- Mailed Notice Radius Map