



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: October 14, 2015
18605 NW 27th Avenue
Miami Gardens, Florida 33056
Next Regular Meeting Date: October 28, 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 – September 23, 2015
 - D-2) Special City Council Minutes – September 23, 2015
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
 - F-1) Vice Mayor Robinson – Zoe Doll’s
 - F-2) Vice Mayor Robinson – Miami Gardens Police Explorer’s Program

(G) PUBLIC COMMENTS (2 minutes each)

(H) ORDINANCE(S) FOR FIRST READING:

None

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

None

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

J-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, AS OUTLINED ON EXHIBIT “A”; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SUBRECIPIENT AGREEMENTS FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(K) CONSENT AGENDA:

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, HOSTING THE 5TH ANNUAL CITY OF MIAMI GARDENS SCIENCE AND ENGINEERING FAIR FOR ELEMENTARY-AGED STUDENTS; AUTHORIZING AN ALLOCATION OF FIVE THOUSAND DOLLARS (\$5000.00) FROM THE SPECIAL EVENT FUND FOR THIS PURPOSE; 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, SUPPORTING THE 7TH ANNUAL OPERATION STAND AGAINST VIOLENCE IT’S OUR RESPONSIBILITY (S.A.V.I.O.R.) MARCH TO BE HELD AT BUNCHE PARK ON SATURDAY, DECEMBER 12, 2015; AUTHORIZING A SPONSORSHIP IN THE AMOUNT TWO THOUSAND DOLLARS (\$2000.00); FROM THE SPECIAL EVENTS FUND FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)

- K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A RETROACTIVE EXPENDITURE IN THE AMOUNT OF ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$1450.00), FROM THE SPECIAL EVENT FUND, AS A CONTRIBUTION TO THE AFRICAN MUSEUM OF ARTS AND CULTURE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)**
- K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO KAILAS CORP., FOR INFRASTRUCTURE IMPROVEMENTS IN THE VISTA VERDE NEIGHBORHOOD; AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF ONE MILLION, TWO HUNDRED FORTY-FOUR THOUSAND, FOUR HUNDRED SIX DOLLARS AND NINETY CENTS (\$1,244,406.90), WHICH INCLUDES A TEN PERCENT (10%) CONTINGENCY, FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO FLORIDA CONSTRUCTION & ENGINEERING INC. FOR DRAINAGE IMPROVEMENTS ALONG NW 25TH COURT (204 – 205 STREET) AND NW 38TH COURT (195 – 196 STREET); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-SEVEN THOUSAND, THREE HUNDRED TEN DOLLARS AND EIGHTY-EIGHT CENTS (\$147,310.88), WHICH INCLUDES A TEN PERCENT (10%) FOR THIS PURPOSE CONTINGENCY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN RENEWAL AGREEMENT FOR TURF AND LANDSCAPE MAINTENANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK;**

AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AGREEMENTS FOR THIS PURPOSE WITHOUT PRIOR CITY COUNCIL APPROVAL; 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 AND THE CITY CLERK TO EXECUTE AND ATTEST, THAT CERTAIN FIRST AMENDMENT TO THE NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT AGREEMENT WITH WALMART, ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(L) RESOLUTION(S)

None

QUASI-JUDICIAL ZONING HEARINGS:

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

None

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

None

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

(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:	October 14, 2015		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
(Enter X in box)	Yes	No	Ordinance Reading:		1st Reading		2nd Reading
	X		(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)	X			
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement:	Yes		No	
				X			
(Enter X in box)	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
(Enter X in box)	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:	<i>Community Development</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS AS OUTLINED ON EXHIBIT “A”; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENTS FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:
Annually, the City of Miami Gardens sets aside Community Development Block Grant (CDBG) funds for the provision of public services (also referred to as social services) to Miami Gardens’ residents. U.S.

HUD regulations allows for up to 15% of the City's annual CDBG allocation to be used for public service programs. The City's Department of Community Development makes these funds available to interested non-profit, community-based organizations applying through a formal Request for Proposal (RFP) process. For the 2015-16 fiscal year a total of \$150,096.00 (15% of annual CDBG allocation) is available in the Public Services category. This is nearly level funding from last year.

A RFP was made available on April 1, 2015. City staff held two (2) Technical Assistance (TA) Workshops on March 31, 2015 and April 9, 2015, at which approximately twenty (20) agencies were informed of the program guidelines and requirements. Additionally, a Pre-Proposal meeting was also held on April 9, 2015 where four (4) agencies attended and were given the opportunity to ask specific questions about the RFP.

Proposals were due on April 29, 2015 by 4:00 p.m. A total of twelve (12) proposals were submitted. Eight (8) high scoring agencies are being recommended to Council to receive funding for the 2015-2016 program year. They are as follows:

1. Carrfour Supporting Housing, Inc.	\$ 9,000.00
2. JPM Centre at Miami Gardens Drive, Inc.	\$ 17,600.00
3. Kristi House, Inc.	\$ 15,000.00
4. Mt. Pisgah Seventh Day Adventist Church	\$ 12,000.00
5. North Dade Youth & Family Coalition	\$ 10,500.00
6. Prosperity Social & Community Dev. Group, Inc.	\$ 10,000.00
7. Sunshine for All, Inc.	\$ 60,000.00
8. Switchboard of Miami	<u>\$ 15,996.00</u>
	\$150,096.00

Current Situation:

Below is a summary for each organization and their proposed program:

Carrfour Supportive Housing, Inc. was founded by the Greater Miami Chamber of Commerce in 1993 with a mission to confront homelessness by developing affordable housing and providing supportive services. They provide an afterschool and mentoring program for 40 formerly homeless families relocated to Del Prado Gardens, one of Carrfour's permanent supportive housing developments in Miami Gardens. Carrfour aftercare/mentoring program offers a comprehensive curriculum that includes a minimum of five core components; (1) literacy (2) physical activity and fitness (3) social skills – building (4) family involvement and (5) nutrition. Carrfour services are provided on site at the Del Prado Gardens daily from 3:30 p.m. to 7:30 p.m. and an all day activity one Saturday a month focusing on enhancing the community. The program was previously funded at \$9,000 in FY 2014-15 and to date has served as many as 42 youth. Staff is recommending continued funding at an equal level for FY 2015-16.

JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based organization located in Miami Gardens that administers an after school program to low & moderate income youth who live in Miami Gardens. The program focuses on engaging youth during the after-school hours between 3-6 pm, Tuesday through Friday. It includes reading literacy, computer skills and athletic activities, as well as teaching self-esteem, effective communication skills, good decision making techniques, anger management, conflict resolution and technical skills; all which build strong, solid character and values, as they become adults. In addition, parents/guardians of participants receive training workshops on positive parenting styles, discipline techniques and communication styles. The City has funded the

program since 2008, and for FY 2014-15 awarded JPM \$14,600 to serve twenty-five (25) youth. The students participate in daily reading and math literacy exercises and as a result 83% of students have shown an improvement in their math skill and 91% have improved their reading skills. Staff is recommending continued funding of this program.

Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse. Through the Kristi House program, clients will benefit from a healing environment for child victims of abuse and their families, regardless of income, through prevention, treatment and coordination of services with community partners. The City has previously funded this program in 2014-15 at \$12,500, which has served as many as 31 youth and their families at their North Office, located at 18841 NW 2 Avenue, over the contract period. The case coordinator provides comprehensive wrap-around services and therapist meet weekly with clients to provide mental health intervention services. As a result, 93% of cases closed successfully with families meeting the goals identified in their service plans. Seventy-five percent (75%) reported improved or stable behavioral and social function for their child. Staff is recommending continued funding of this program.

Mt. Pisgah Seventh-day Adventist Church is a faith-based, non-profit organization that provides programs that address issues facing low-income families such as food insecurity and sustainability. Located at 3340-50 NW 215th Street in Miami Gardens, Mt. Pisgah's Food Pantry has been in operation since 2005 and is open the 2nd and 4th Wednesday of every month from 2:30 p.m. – 4:30 p.m. In 2014 the Food Pantry distributed over 210,000 pounds of food to 6,320 families with over 27,180 individuals. In partnership with Feeding South Florida and Farm Share, who provide donated food and recovered produce for distribution, Mt. Pisgah is on target to serve over 6,500 households with a projected number of 27,796 persons who are at or below the poverty level in 2015. Without services provided by the food pantry to seniors, many of the seniors would likely experience hunger resulting in poor health and malnutrition. The City is currently funding this program at \$10,000 which has served 316 low-income seniors thus far this year. Staff is recommending continued funding at an increased amount of \$12,000.

North Dade Youth & Family Coalition (NDYFC) (aka Youth Violence Prevention Coalition) was established in 2006 following a wave of shooting deaths involving youth. Since its inception NDYFC has been the community catalyst for intake assessment, information and referrals to residents in need of support services living in the City of Miami Gardens. Since 2013, NDYFC has served 588 households through care coordination/wraparound services, community policing and positive youth development activities with successful results. Previously the City funded NDYFC's All 4 You Program in FY 2014-15. However this year NDYFC has proposed a new program, the NDYFC Network, which will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, school or in the community, with overall goals to improve academic performance and school attendance. NDYFC proposes to serve 50 youth throughout the program year.

Prosperity Social & Community Development Group, Inc. (PSCDG) is a non-profit organization founded in 2011 to provide literacy and job readiness skills to women and girls throughout Miami-Dade County. PSCDG proposes to implement an expanded version of their NOW (Needing Opportunities to Win) Project to the Miami Gardens community. The program will provide literacy, job training, financial literacy, career guidance, and support groups to both high school boys and girls, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant teens and re-entries from the corrections system. They will serve 60 youth from the City of Miami Gardens through their partnerships with both Norland and Miami Carol City Senior High Schools and the Departments of Juvenile Justice and Corrections. Staff

is recommending funding of this new organization and program to serve a currently unmet need in the community.

Sunshine For All, Inc. is a non-profit organization that delivers in-home meals to low & moderate income seniors and disabled persons who live in Miami Gardens. Eligible meal recipients receive one hot meal per day, five days a week, Monday through Friday. Meals are selected by a licensed and registered dietician in order to assure that they meet the recommended dietary allowances. Currently, Sunshine is serving 54 clients under the FY 2014-2015 contract in the amount of \$80,000. City staff is recommending continued funding of the program but at a reduced amount of \$60,000.

Switchboard of Miami, Inc. is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents. Switchboard created the Seniors Never Alone Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of age or older, residing in Miami-Dade County, that live alone or are alone for the majority of the day. SNAP provides in-bound phone coverage 24 hours/7 days a week and out-bound case managed calls to seniors enrolled in the program. Seniors are assigned a Reassurance Specialist and, at a minimum, receive two (2) management calls per week. Because Switchboard houses the County's only comprehensive social services database, the clients have a built-in resource for additional assistance and referrals. The City is currently funding this program in the amount of \$12,877, serving a total of 66 seniors over the FY 2014-15 contract period. Staff is recommending continued support at an increased amount of \$15,996.

All clients served through these programs are Miami Gardens residents. Contract periods for service for all the above organizations will begin October 1, 2015 through September 30, 2016. Staff will monitor each organization throughout the contract period to ensure they comply with all Federal CDBG and City of Miami Gardens requirements.

A resolution is required in order to allocate CDBG Funds to the above organizations. Subsequent to Council approval of staff's recommendation, sub-recipient agreements will be executed between the City and the above referenced organizations in which the scope of services, performance deliverables, and funding distribution will be outlined.

Fiscal Impact:

The City FY 2015-16 award of CDBG grant is \$1,000,644. Fifteen (15%) percent of this allocation which is \$150,096 is available for Public Services expenses. The above allotment to the various agencies totaled to the amount that is within the budget in the Public Service category.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Public Services Scores & Summary Table
- Sub-recipient Agreement (FY 2015-2016)

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, AS OUTLINED ON EXHIBIT “A”; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SUBRECIPIENT AGREEMENTS FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, annually the City makes available Community Development Block Grant (“CDBG”) funds for the provision of public services to Miami Gardens residents, and

WHEREAS, these funds are made available to interested non-profit and community based organizations applying through a formal request for a proposal process, and

WHEREAS, this year, a total of One Hundred Fifty Thousand Ninety Six Dollars (\$150,096.00), is available for non-profit organizations under the public service category, and

WHEREAS, the City issued a RFP for the 2015-2016 year, Public Service Grant on April 1, 2015, and

WHEREAS, a total of twelve (12) proposals were submitted, and

WHEREAS, eight (8) of the highest scoring agencies are being recommended to the City Council to receive funding for the 2015-2016 program year, and

WHEREAS, North Dade Youth & Family Coalition (NDYFC), will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, and

32 WHEREAS, City staff is recommending funding to the North Dade Youth &
33 Family Coalition, in the amount of Ten Thousand Five Hundred Dollars (\$10,500.00), for
34 the 2015-2016 program year, and

35 WHEREAS, Switchboard of Miami, Inc., is a non-profit organization that provides
36 crisis counseling and information and referral services to Miami-Dade County residents,
37 and

38 WHEREAS, Switchboard of Miami, Inc., created the Seniors Never Alone
39 Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of
40 age or older, residing in Miami-Dade County, that live alone or are alone for the majority
41 of the day, and

42 WHEREAS, City staff is recommending funding to Switchboard of Miami, Inc., in
43 the amount of Fifteen Thousand, Nine Hundred Ninety-Six Dollars (\$15,996.00), for the
44 2015-2016 program year, and

45 WHEREAS, Sunshine For All, Inc. is a non-profit organization that delivers in-
46 home meals to low and moderate income seniors and disabled persons who reside in
47 the City of Miami Gardens, and

48 WHEREAS, City staff is recommending funding to Sunshine For All, Inc., in the
49 amount of Sixty Thousand Dollars (\$60,000.00), for the 2015-2016 program year, and

50 WHEREAS, Prosperity Social & Community Development Group, Inc., (PSCDG)
51 will provide literacy, job training, financial literacy, career guidance, and support groups
52 to youth, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant
53 teens and re-entries from the corrections system, and

54 WHEREAS, the program will serve 60 youth from the City of Miami Gardens
55 through partnerships with both Norland and Miami Carol City Senior High Schools, and
56 the Departments of Juvenile Justice and Corrections, and

57 WHEREAS, City staff is recommending funding to the Prosperity Social &
58 Community Development Group, Inc., (PSCDG), in the amount of Ten Thousand
59 Dollars (\$10,000.00), for the 2015-2016 program year, and

60 WHEREAS, Mt. Pisgah Seventh Day Adventist Church is a faith-based, non-
61 profit organization that provides programming to address issues facing low-income
62 families such as food insecurity and sustainability, and

63 WHEREAS, Mt. Pisgah operates a food pantry in the City, and

64 WHEREAS, City staff is recommending funding to Mt. Pisgah Seventh Day
65 Adventist Church, in the amount of Twelve Thousand Dollars (\$12,000.00), for the
66 2015-2016 program year, and

67 WHEREAS, Kristi House Inc. is a non-profit organization that offers specialized
68 and coordinated services for children who are victims of sexual abuse, and

69 WHEREAS, Kristi House Inc. has served as many as thirty-one (31) clients at its
70 North Office, located in the City of Miami Gardens, and

71 WHEREAS, City staff is recommending funding to Kristi House Inc., in the
72 amount of Fifteen Thousand Dollars (\$15,000.00), for the 2015-2016 program year, and

73 WHEREAS, JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based
74 organization located in Miami Gardens that administers an after school program to low
75 and moderate income youth who reside in the City, and

76 WHEREAS, City staff is recommending funding to JPM Center at Miami Gardens
77 Drive, Inc., in the amount of Seventeen Thousand Six Hundred Dollars (\$17,600.00), for
78 the 2015-2016 program year, and

79 WHEREAS, Carrfour Supportive Housing, Inc. was founded by the Greater
80 Miami Chamber of Commerce with a mission to confront homelessness by developing
81 affordable housing and supportive services, and

82 WHEREAS, Carrfour Supportive Housing, Inc. will offer an afterschool and
83 mentoring program for up to forty (40) families residing in Del Prado Gardens, and

84 WHEREAS, City staff is recommending funding to Carrfour Supportive Housing,
85 Inc., in the amount of Nine Thousand Dollars (\$9,000.00), for 2015-2016 program year,

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

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

91 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
92 hereby allocates Fiscal Year 2015-2016 Community Development Block Grant
93 ("CDBG") Public Service Funds, as outlined on Exhibit "A"; and authorizes the City
94 Manager and the City Clerk to execute and attest, respectively Sub-recipient
95 Agreements for this purpose.

96 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
97 authorized to obtain two (2) fully executed copies of each Sub-Recipient Agreement
98 with one to be maintained by the City, and one to be delivered to the awarded sub-
99 recipients.

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

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

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

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)

132

133

City of Miami Gardens



Department of Community Development

Action Plan Amendments
(Program Years 5, 6, 7, 8, & 9)

FY

2010-

2015

Submitted to: The US Department of Housing & Urban Development;
Community Planning & Development
909 SE First Avenue, Room 500
Miami, Florida 33131-3028

1. INTRODUCTION

EXECUTIVE SUMMARY

This report consists of modifications (amendments) implemented to projects identified in the City of Miami Gardens' 5th, 6th, 7th, 8th, and 9th Program Year Action Plans (FY 2010-2015), for its Community Development Block Grant (CDBG) Program. With the approval of the City Manager, this report delineates adjustments to the projects carried out by the Department of Community Development. These amendments were necessary due to a change in the nature of the projects indicated herein.

In an effort to better meet the priorities and needs of low- and moderate-income city residents, funding allocations have been increased or decreased appropriately by means of transfer, re-allocation, or de-obligation. All funding determinations remain consistent with the goals and objectives set-forth in the 2011-2016 Consolidated Plan and in conjunction with the Citizen Participation Plan. As it relates to citizen participation, a summary of the amendments was made available to the public for review and comment for a period of 30-days beginning on August 9, 2015 through September 9, 2015. The amendment was publicly posted and available on the City's website at <http://www.miamigardens-fl.gov/cd/index.html> and in the Miami Herald for review by the general public.

As an Entitlement Jurisdiction, the City of Miami Gardens is dedicated to complying with the goals and regulations mandated by the U.S. Department of Housing and Urban Development (U.S. HUD), while attempting to provide decent housing, a suitable living environment, and increased economic opportunity for low- and moderate income residents.

The Department of Community Development initiated such amendments with the intent of meeting the following CDBG national objectives: 1) Provide benefits to low-to-moderate income families; 2) Aid in preventing "slums and blight"; 3) To meet other community development needs that have a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community.

Projects submitted in the 5th, 6th, 7th, 8th, & 9th Program Year Action Plans were designed to give maximum priority to feasible activities that promote the CDBG national objectives. Furthermore, Entitlement Grant monies, such as CDBG will be awarded by the City of Miami Gardens to agencies and projects which further the national federal objectives.

2. BACKGROUND

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The City of Miami Gardens received its first allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) in 2006. The primary objective of the CDBG Program as set forth by Congress is the “development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.” Federal regulations define persons who are low and moderate-income as those individuals (or households) earning less than 80% of the area median income (AMI) as determined by HUD, adjusted by household size.

Usage of the CDBG funds is guided by the City’s Consolidated Plan for Community Development and Housing programs. The Consolidated Plan establishes a long-range strategy for investment of its HUD resources and other resources linked to activities directed at the community development, housing and homeless services needs. The plan covers a five-year period, beginning October 1, 2011 and ending September 30, 2016. Lastly, the City must prepare an Annual Action Plan describing actions/strategies designed to fulfill the Consolidated Plan.

As an Entitlement City, Miami Gardens is awarded an annual CDBG allocation on a formula basis. The formula takes into account total population, overcrowding and poverty. CDBG funds must be used for activities that benefit low- and moderate income persons. Eligible activities include affordable housing, job creation, business expansion opportunities, and services to the most vulnerable in the community.

The Department of Community Development furthers the HUD national objectives by coordinating the priorities collectively established in annual public hearings, with the CDBG national goals and objectives.

3. AMENDMENTS

DETAIL OF AMENDMENTS

2010-2011

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-05-006	05	006
BNFR (CDBG-Infrastructure Improvements)	BNFR-05-007	05	007
BHSG (CDBG-Housing Rehabilitation)	BHSG-05-008	05	008

No. BCRD-05-006 (Commercial Redevelopment): The 2010-2011 Action Plan reflected the provision of commercial redevelopment in selected low-mod census tracts in the City. This project included façade improvements for eligible for-profit businesses within the City. An amount of \$120,289.00 was allocated to this project. An activity was identified; however it was completed under budget. As a result, \$21,549.65 has been de-obligated. This amendment will reduce the allocated amount by \$21,549.65. The funds will be re-allocated to the Housing Rehabilitation project in program year 2014-2015, and will bring the total allocation for the 2010-2011 Commercial Redevelopment project to **\$98,739.35**.

No. BNFR-05-007 (Infrastructure Improvements): The 2010-2011 Action Plan reflected the provision of infrastructure improvements in selected low-mod census tracts in the City. This activity consisted of improvements to drainage, water/sewer, street lights, and street reconstruction. The project went over budget by \$20,220.93 due to the hiring of a temporary construction site manager to oversee the project which was not part of the original budget. As a result, this amendment will increase the project by \$20,220.93 from the 2011-2012 Infrastructure project funds. This will bring the total allocation for 2010-2011 Infrastructure Improvements project to **\$755,029.78**.

No. BHSG-05-008 (Housing Rehabilitation): The 2010-2011 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$320,702.48 was allocated to this project; however \$199,241.78 remains unobligated and unspent. This amendment will move these unobligated funds from the Housing Rehabilitation project in 2010-2011 and reallocate \$33,369.97 to 2013-2014 and \$165,871.81 to the 2014-2015 program years. This will bring the total allocation for 2010-2011 Housing Rehabilitation project to **\$121,460.70**.

2011-2012

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-06-002	06	002
BNFR (CDBG-Infrastructure Improvements)	BNFR-06-003	06	003
BHSG (CDBG-Housing Rehabilitation)	BHSG-06-004	06	004

No. BCRD-06-002 (Commercial Redevelopment): The 2011-2012 Action Plan reflected the provision of commercial redevelopment in selected low-mod census tracts in the City. This project included façade improvements for eligible for-profit businesses within the City. An amount of \$72,000.00 was allocated to this project. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount by \$52,324.00 and re-allocated it to the Housing Rehabilitation project in program year 2014-2015, and will bring the total allocation for the 2011-2012 Commercial Redevelopment project to **\$19,676.00**.

No. BNFR-06-003 (Infrastructure Improvements): The 2011-2012 Action Plan reflected the provision of \$179,566.00 for infrastructure improvements in selected low-mod census tracts in the City. This activity consists of improvements to drainage, water/sewer, street lights, and street re-construction. This amendment will move \$20,220.93 to 2010-2011 and the remaining \$159,345.07 to 2014-2015 in order to complete Phase 2 of the Vista Verde Livable Neighborhood project. The final total amount in this Infrastructure Improvements project for 2011-2012 will be **\$0.00**.

No. BHSG-06-004 (Housing Rehabilitation): The 2011-2012 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$409,318.43 was allocated to this project. A portion of the funds remain unobligated to date. This amendment will reduce the allocated amount by \$80,987.90 and re-allocate it to the Housing Rehabilitation project in program year 2013-2014. The total allocation remaining for 2011-2012 Housing Rehabilitation project will be **\$328,330.53**.

2012-2013

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-07-001	07	001
BNFR (CDBG-Infrastructure Improvements)	BNFR-07-002	07	002
BHSG (CDBG-Housing Rehabilitation)	BHSG-07-003	07	003
BPSV (CDBG-Public Services)	BPSV-07-004	07	004
BADM (CDBG-Administration)	BADM-07-005	07	005

No. BCRD-07-001 (Commercial Redevelopment): The 2012-2013 Action Plan reflected the provision of commercial redevelopment in selected low-mod census tracts in the City. This project included façade improvements for eligible for-profit businesses within the City. An amount of \$200,000.00 was allocated to this project. A portion of the funds remain unobligated to date. This amendment will reduce the allocated amount by \$172,786.10. \$163,484.71 will be reallocated to the Housing Rehabilitation project in program year 2014-2015 and \$9,301.39 will be moved to the Commercial Redevelopment project in 2014-2015. This will bring the total allocation for the 2012-2013 Commercial Redevelopment project to **\$27,213.90**.

No. BNFR-07-002 (Infrastructure Improvements): The 2012-2013 Action Plan reflected the provision of \$168,552.00 for infrastructure improvements in selected low-mod census tracts in the City; known as the Livable Neighborhoods Initiative. This activity consists of improvements to drainage, water/sewer, street lights, and street re-construction. This amendment will move all the funds allocated to this project in 2012-13 to the Infrastructure Improvement project in 2014-2015 in order to complete Phase 2 of the Vista Verde Livable Neighborhood project. The final total amount in this Infrastructure Improvements project for 2012-2013 will be **\$0.00**.

No. BHSG-07-003 (Housing Rehabilitation): The 2012-2013 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$245,000 was allocated to this project. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$32,071.22 to the Housing Rehabilitation project in program year 2013-2014. The total allocation remaining for 2012-2013 Housing Rehabilitation project will be **\$212,928.78**.

No. BPSV-07-004 (Public Services): The 2012-2013 Action Plan included an allocation for the provision of Public Services in the amount of \$141,588.00 which is 15% of the overall CDBG allocation for that year. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$62.64 to the Housing

Rehabilitation project in program year 2014-2015. The total allocation remaining for 2012-2013 Public Services project will be **\$141,525.36**.

No. BADM-07-005 (Program Administration): The 2012-2013 Action Plan included an allocation for Program Administration in the amount of \$188,785.00 which is 20% of the overall CDBG allocation for that year. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$3,113.61 to the Housing Rehabilitation project in program year 2014-2015. The total allocation remaining for 2012-2013 Program Administration project will be **\$185,671.39**.

2013-2014

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-08-001	08	001
BNFR (CDBG-Infrastructure Improvements)	BNFR-08-002	08	002
BHSG (CDBG-Housing Rehabilitation)	BHSG-08-003	08	003
BPSV (CDBG-Public Services)	BPSV-08-004	08	004
BADM (CDBG- Administration)	BADM-08-005	08	005

No. BCRD-08-001 (Commercial Redevelopment): The 2013-2014 Action Plan reflected the provision of commercial redevelopment in selected low-mod census tracts in the City. This project included façade improvements for eligible for-profit businesses within the City. An amount of \$200,000.00 was allocated to this project. A portion of the funds remain unobligated to date. This amendment will reduce the allocated amount by \$171,049.51, which will be moved to the Commercial Redevelopment project in 2014-2015. This will bring the total allocation for the 2013-2014 Commercial Redevelopment project to **\$28,950.49**.

No. BNFR-08-002 (Infrastructure Improvements): The 2013-2014 Action Plan reflected the provision of \$214,638.85 for infrastructure improvements in selected low-mod census tracts in the City; known as the Livable Neighborhoods Initiative. This activity consists of improvements to drainage, water/sewer, street lights, and street re-construction. This amendment will move all the funds allocated to this project in 2013-14 to the Infrastructure Improvement project in 2014-2015 in order to complete Phase 2 of the Vista Verde Livable Neighborhood project. The final total amount in this Infrastructure Improvements project for 2013-2014 will be **\$0.00**.

No. BHSG-08-003 (Housing Rehabilitation): The 2013-2014 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$245,000 was allocated to this project. However, more housing rehab activities were

completed than originally budgeted; therefore this amendment will increase the allocated amount by \$146,429.09 from the 2010-2011 (\$33,369.97), 2011-2012 (\$80,987.90), and 2012-2013 (\$32,071.22) Housing Rehabilitation projects. The total allocation amount for 2013-2014 Housing Rehabilitation project will be **\$391,429.09**.

No. BPSV-08-004 (Public Services): The 2013-2014 Action Plan included an allocation for the provision of Public Services in the amount of \$152,224.35 which is 15% of the overall CDBG allocation for that year. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$603.23 to the Housing Rehabilitation project in program year 2014-2015. The total allocation remaining for 2013-2014 Public Services project will be **\$151,621.12**.

No. BADM-08-005 (Program Administration): The 2013-2014 Action Plan included an allocation for Program Administration in the amount of \$202,965.80 which is 20% of the overall CDBG allocation for that year. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$3,166.59 to the Housing Rehabilitation project in program year 2014-2015. The total allocation remaining for 2013-2014 Program Administration project will be **\$199,799.21**.

2014-2015

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-09-001	09	001
BNFR (CDBG-Infrastructure Improvements)	BNFR-09-002	09	002
BHSG (CDBG-Housing Rehabilitation)	BHSG-09-003	09	003

No. BCRD-09-001 (Commercial Redevelopment): The 2014-2015 Action Plan did not allocate funds to the Commercial Redevelopment project. Therefore this amendment will allocate \$180,350.90 from program years 2012-2013 (\$9,301.39) and 2013-2014 (\$171,049.51) Commercial Redevelopment projects. This will bring the total allocation for the 2014-2015 Commercial Redevelopment project to **\$180,350.90**.

No. BNFR-09-002 (Infrastructure Improvements): The 2014-2015 Action Plan reflected the provision of \$204,903.15 for infrastructure improvements in selected low-mod census tracts in the City; known as the Livable Neighborhoods Initiative. This amendment will increase the allocation to this project by \$542,535.92 from the 2011-2012 (\$159,345.07), 2012-2013 (\$168,552.00), and 2013-2014 (\$214,638.85) Infrastructure Improvements projects in order to complete Phase 2 of the Vista Verde Livable Neighborhood activity. The final total amount in this Infrastructure Improvements project for 2013-2014 will be **\$747,439.07**.

No. BHS-09-003 (*Housing Rehabilitation*): The 2014-2015 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$445,000 was allocated to this project. In an effort to complete its current waitlist, and due to unobligated funding from previous program years, the City is increasing the 2014-2015 allocation for Housing Rehabilitation by \$410,177.24 from the Commercial Redevelopment and Housing Rehabilitation projects from prior years. This will bring the total allocation amount for 2014-2015 Housing Rehabilitation project will be **\$855,177.24**.

Summary of Amendments 2010-2015

Project	2010-11	2011-12	2012-13	2013-14	2014-15	Totals
Admin			\$ (3,113.61)	\$ (3,166.59)		\$ (6,280.20)
Public Service		\$ (1.00)	\$ (62.64)	\$ (603.23)		\$ (666.87)
Housing Rehab	\$ (199,241.78)	\$ (80,987.90)	\$ (32,071.22)	\$ 146,429.09	\$ 410,177.24	\$ 244,305.43
Livable Neighborhoods	\$ 20,220.93	\$ (179,566.00)	\$ (168,552.00)	\$(214,638.85)	\$ 542,535.92	\$ -
Commercial Redevelopment	\$ (21,549.65)	\$ (52,324.00)	\$ (172,786.10)	\$(171,049.51)	\$ 180,350.90	\$(237,358.36)
Totals	\$(200,570.50)	\$(312,878.90)	\$(376,585.57)	\$(243,029.09)	\$1,133,064.06	\$ -



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 14, 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			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
			<i>(Enter X in box)</i>		X		
Funding Source:	Councilman Williams FY 2015-2016 Council Special Events Account in the amount of \$5000.00		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> N/A			
		X					
Sponsor Name	David Williams Jr., Council Member		Department:	<i>Office of the Mayor & City Council</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, HOSTING THE 5TH ANNUAL CITY OF MIAMI GARDENS SCIENCE AND ENGINEERING FAIR FOR ELEMENTARY-AGED STUDENTS; AUTHORIZING AN ALLOCATION OF FIVE THOUSAND DOLLARS (\$5000.00) FROM THE SPECIAL EVENT FUND FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

A significant amount of published journals and articles reflect the widening gap that exists between the U.S. and other countries in the arena of science and engineering as it pertains to

students in grads K-12. Moreover, it is well understood that by the time students in the U.S. reach high school, their interest in science and engineering is greatly diminished as a consequence of a lack of exposure and lack of resources. The lack of exposure to these fields is exponentially profound in predominately minority communities like the City of Miami Gardens.

For the fourth consecutive year, in an effort to cultivate increased exposure and interest in the fields of science and engineering, the attached resolution proposed that the City of Miami Gardens continues to support the Science and Engineering Fair being carried out in partnership with all of the public elementary schools within the city's limits. The Fair is scheduled to take place, Monday, December 7, 2015, at St. Thomas University, with an Awards Ceremony scheduled for Tuesday, December 8, 2015, at the Betty T. Ferguson Recreational Complex. Monetary awards will be provided to the 1st, 2nd, and 3rd place winners, along with a monetary award for the elementary school with the highest level of participation.

Councilman David Williams Jr., has identified private funding sources to assist with the awards to both students and the winning school. The winners of the Science and Engineering Fair will be determined by a committee comprised of science and engineering professionals, along with select members of the academic community.

The proposed resolution seeks to continue cultivating an interest in these in these fields and to groom the next generation of research scientists, and engineers.

Furthermore, Councilman Williams is requesting financial support in the amount of \$5,000.00, to be allocated from FY 2015-2016 City Council Special Events Account.

Proposed Action:

That the City Council approve the attached Resolution.

Attachment:

RESOLUTION NO. 2015_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, HOSTING THE 5TH ANNUAL CITY
5 OF MIAMI GARDENS SCIENCE AND ENGINEERING FAIR FOR
6 ELEMENTARY-AGED STUDENTS; AUTHORIZING AN
7 ALLOCATION OF FIVE THOUSAND DOLLARS (\$5000.00) FROM
8 THE SPECIAL EVENT FUND FOR THIS PURPOSE; PROVIDING
9 FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING
10 FOR AN EFFECTIVE DATE.

11
12 WHEREAS, a number of journals and articles reflect the widening gap that exists
13 between students in the U.S. and other countries, in the areas of science and
14 engineering, and

15 WHEREAS, the lack of exposure to these fields is profound in predominately
16 minority communities like the City of Miami Gardens, and

17 WHEREAS, Councilman David Williams Jr. is recommending that the City hosts
18 the 5th Annual City of Miami Gardens' Science and Engineering Fair, which will engage
19 students at the public elementary schools located in the City of Miami Gardens, and

20 WHEREAS, the science fair will be held on Monday, December 7, 2015 at St.
21 Thomas University, and an awards ceremony will take place at the Betty T. Ferguson
22 Recreational Complex on Tuesday, December 8, 2015, and

23 WHEREAS, although Councilman Williams has identified private funding sources
24 to assist with the program, he is also recommending that the City expend the sum of
25 Five Thousand Dollars (\$5,000.00), for this purpose from the Special Event Fund,

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 hosts the 5th Annual City of Miami Gardens Science and Engineering Fair for
33 elementary-aged students; and authorizes an allocation of Five Thousand Dollars
34 (\$5000.00) from the Special Event Fund for this purpose.

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

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

39

40

41

OLIVER GILBERT, III, MAYOR

42

43

44

45 **ATTEST:**

46

47

48

RONETTA TAYLOR, MMC, CITY CLERK

49

50

51

52 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

53

54

55 SPONSORED BY: COUNCILMAN DAVID WILLIAMS JR

56

57 Moved by: _____

58

59

60 **VOTE:** _____

61

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

62

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

63

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

64

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

65

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

66

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

67

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



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 14, 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:	FY 2015-16 Councilman Ighodaro Special Events Account in the amount of \$2,000.00		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No
						X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A		
		X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A		
		X				
Sponsor Name	Erhabor Ighodaro, Councilman		Department:	Office of the Mayor & City Council		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE 7TH ANNUAL OPERATION STAND AGAINST VIOLENCE IT'S OUR RESPONSIBILITY (S.A.V.I.O.R.) TO BE HELD IN BUNCHE PARK ON SATURDAY, DECEMBER 12, 2015; AUTHORIZING A SPONSORSHIP OF THE EVENT IN THE AMOUNT TWO THOUSAND DOLLARS (\$2000.00); FROM SPECIAL EVENTS ACCOUNT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Operation Stand Against Violence It's Our Responsibility (S.A.V.I.O.R.) began in 2009 as an attempt by

Mt. Zion African Methodist Episcopal (AME) Church to raise awareness of the need for citizens to assist local law enforcement in reducing the incidences of crime and violence in the community.

Reverend Rogery Adams has continued to fostered a viable and sustaining relationship with the Miami Gardens Police Department, Miami Gardens Parks and Recreation, and an association of local churches, ministers and residents of Bunche Park, as well as neighboring communities. The Miami Gardens-Bunche Park Neighborhood Watch Program was developed in 2011 as a result of the activities and awareness campaign of the S.A.V.I.O.R. initiative. The 7th annual S.A.V.I.O.R. March is scheduled for Saturday, December 12, 2015, with a rally that commences at the corner of 152nd Street and NW 22nd Avenue, culminating at Bunche Park.

Councilman Ighodaro recommends that the city recognize and support the Operation S.A.V.I.O.R., as an amiable enterprise of civic engagement and an important component of the city's priority of Public Safety.

Councilman Ighodaro is requesting sponsorship for the event in the amount of \$2,000.00 to be allocated from Account No. 01-11-01-511-496-01, "Special Events Account"

Fiscal Impact

The funding will be derived from the Councilman Ighodaro special event account 01-11-01-511-496-01 in FY 2016, which currently has an available balance of \$3,000. After this appropriation, the account will have a remaining balance of \$1,000.00

Proposed Action:

That the City Council approve the attached Resolution.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE 7TH ANNUAL OPERATION STAND AGAINST VIOLENCE IT'S OUR RESPONSIBILITY (S.A.V.I.O.R.) TO BE HELD AT BUNCHE PARK ON SATURDAY, DECEMBER 12, 2015; AUTHORIZING A SPONSORSHIP IN THE AMOUNT TWO THOUSAND DOLLARS (\$2000.00); FROM THE SPECIAL EVENTS FUND FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Operation Stand Against Violence It's Our Responsibility (S.A.V.I.O.R.) began in 2009, as an attempt by Mt. Zion African Methodist Episcopal (AME) Church to raise awareness of the need for citizens to assist local law enforcement in reducing the incidences of crime and violence in the community, and

WHEREAS, Reverend Rogery Adams has continued to fostered a viable and sustaining relationship with the Miami Gardens Police Department, Miami Gardens Parks and Recreation, and an association of local churches, ministers and residents of Bunche Park, as well as neighboring communities, and

WHEREAS, the City of Miami Gardens-Bunche Park Neighborhood Watch Program was developed in 2011 as a result of the activities and awareness campaign of the S.A.V.I.O.R. initiative, and

WHEREAS, the 7th annual S.A.V.I.O.R. March and rally is scheduled for Saturday, December 12, 2015, at Bunche Park, and

WHEREAS, Councilman Ighodaro recommends that the City recognize and support the Operation S.A.V.I.O.R., as an amiable enterprise of civic engagement and public safety, and

WHEREAS, Councilman Ighodaro is requesting sponsorship for the event in the amount of Two Thousand Dollars (\$2,000.00) to be allocated from the Special Events Fund,

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

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

37 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
38 hereby supports the 7TH annual operation Stand Against Violence It's Our Responsibility
39 (S.A.V.I.O.R.) to be held at Bunche Park on Saturday, December 12, 2015; and
40 authorizing a sponsorship in the amount Two Thousand Dollars (\$2000.00) from the
41 Special Events Fund for this purpose.

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

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

46
47
48 _____
49 OLIVER GILBERT, III, MAYOR
50

51
52 **ATTEST:**
53
54
55 _____
56 RONETTA TAYLOR, MMC, CITY CLERK
57

58
59 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY
60

61
62 SPONSORED BY: COUNCILMAN ERHABOR IGHODARO
63

64 Moved by: _____

65

66 **VOTE:** _____

67

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

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

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

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

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

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

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

75



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 14, 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			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
			<i>(Enter X in box)</i>		X		
Funding Source:	FY 2014-2015 City Manager Special Event Account in the amount of \$1450.00		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> n/a			
		X					
Sponsor Name	Erhabor Ighodaro, Councilman		Department:	<i>Office of the Mayor & City Council</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A RETROACTIVE EXPENDITURE IN THE AMOUNT OF ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$1450.00), FROM THE SPECIAL EVENT FUND, AS A CONTRIBUTION TO THE AFRICAN MUSEUM OF ARTS AND CULTURE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Councilman Ighodaro is requesting funding in the amount of \$1,450.00 be allocated from the City Manager’s Special Events Account as a contribution, retroactively for the African Museum of Arts and Culture organization.

Fiscal Impact**Fiscal Impact**

Councilman Ighodaro has an available balance of \$1,450 prior to this request under the City Manager's Special Event Account for FY 2015.

Proposed Action:

RECOMMENDATION: That City Council approve the resolution allocating \$1,450.00 from the City Manager's Special Events Fund for FY 2014-2015 as contribution to AMAC.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING A RETROACTIVE EXPENDITURE IN THE AMOUNT OF ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$1450.00), FROM THE SPECIAL EVENT FUND, AS A CONTRIBUTION TO THE AFRICAN MUSEUM OF ARTS AND CULTURE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Councilman Ighodaro is requesting an expenditure in the amount of One Thousand Four Hundred Fifty Dollars (\$1450.00), to be allocated from the Special Events Fund, retroactively for the African Museum of Arts and Culture organization contribution,

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 approves a retroactive expenditure in the amount of One Thousand Four Hundred Fifty Dollars (\$1450.00), from the Special Event Fund, as a contribution to the African Museum of Arts and Culture.

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

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

OLIVER GILBERT, III, MAYOR

32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57

58

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILMAN ERHABOR IGHODARO

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)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 14, 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		X
Funding Source:	CDBG FUNDS FL DEP FUNDS CITT FUNDS		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 #:	ITB #14-15-017A Re-bid Livable Neighborhood Improvements - Vista Verde Phase II			
	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:	<i>Development Services - Engineering</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO KAILAS CORP., FOR INFRASTRUCTURE IMPROVEMENTS IN THE VISTA VERDE NEIGHBORHOOD; AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF ONE MILLION, TWO HUNDRED FORTY-FOUR THOUSAND, FOUR HUNDRED SIX DOLLARS AND NINETY CENTS (\$1,244,406.90), WHICH INCLUDES A TEN PERCENT (10%) CONTINGENCY, FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

Item K-4) Consent Agenda
Resolution
Vista Verde Neighborhood

In 2007, the Department of Community Development began the Livable Neighborhoods Initiative Project. This project consists of comprehensive infrastructure improvements in three (3) residential neighborhoods deemed by the Miami Gardens Public Works Department. The three neighborhoods consist of:

1. Garden Circle
2. Kings Gardens I & II
3. Vista Verde/Miramar Gardens

The Vista Verde area extends from NW 207th Street to NW 215 Street between NW 37 Avenue and NW 41st Avenue Road. The area experiences flooding and requires drainage improvements to alleviate the problem. On January 12, 2011, the City Council approved and authorized Craven and Thompson Associates, Inc. (CTA) to prepare the necessary construction documents for the construction of drainage infrastructure, and roadway improvements. Staff developed a phased approach to the improvements and in September, 2012, the City successfully completed drainage construction in Vista Verde Sections B and C, (Phase IA). The next area for construction is Vista Verde Section E (Phase II), governed by the Miramar Gardens Townhouse Association Inc.

At a special membership meeting on March 25, 2015, the Board of Directors of the Miramar Gardens Townhouse Association Inc. passed a resolution to convey to the City of Miami Gardens the right-of-ways to the neighborhood's paved streets and cul-de-sacs in the area. The Council accepted the road conveyance on June 24, 2015.

Current Situation

Invitation To Bid No. 14-15-017(A) was advertised on July 6, 2015. The plans and specifications for Phase II were prepared by CTA. The bids were opened on August 6, 2015. Fourteen (14) bids were received and publicly read at that time. The bids were evaluated for compliance with the specifications. The three lowest bids were also evaluated by the Engineering Division and the Finance Department. The lowest bids and total as follows:

Three Lowest Bidders	Total Alternate Bid Amount	Total Plus 10% Contingency
Kailas Corp.	\$ 1,131,279.00	\$1,244,406.90
Florida Construction Engineering, Inc.	\$1,196,817.87	\$1,316,499.66
Florida Engineering & Development Corp.	\$1,259,959.00	\$1,385,954.90

Reference checks were conducted and returned favorable.

The attached resolution recommends City Council approval to award the bid to Kailas Corp., for infrastructure improvements in the Vista Verde neighborhood and authorize the City Manager to enter into a sub-recipient agreement with this vendor for an amount not to exceed \$1,244,406.90. The total award amount reflects an \$113,127.90 contingency, which city staff anticipates will be needed to cover

the costs of off-duty police services given the nature of the work and the value of the equipment that will be out in the field.

A copy of the Invitation to Bid No. 14-15-017(A) document and submittals are available for review at the office of the Assistant to the Mayor and Council.

FISCAL IMPACT

This project funding is derived from the State, CDBG and Stormwater Fund. The State will provide \$275,000; CDBG will provide \$947,859, and the Stormwater Fund in the amount of \$36,577 for a total budget of \$1,259,436.00

Proposed Action:

The attached resolution seeks City Council approval to award the contract to Kailas Corp, for infrastructure improvements in the Vista Verde Neighborhood and authorize the City Manager to execute the contract with this vendor for an amount not to exceed \$1,244,406.90. This amount reflects a ten (10%) contingency.

Attachment:

Exhibit 1 – Bid Tabulation

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO KAILAS CORP., FOR INFRASTRUCTURE IMPROVEMENTS IN THE VISTA VERDE NEIGHBORHOOD; AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF ONE MILLION, TWO HUNDRED FORTY-FOUR THOUSAND, FOUR HUNDRED SIX DOLLARS AND NINETY CENTS (\$1,244,406.90), WHICH INCLUDES A TEN PERCENT (10%) CONTINGENCY, FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council previously approved the “Livable Neighborhoods Initiative Project”, which consists of comprehensive infrastructure improvements in the Garden Circle, Kings Gardens I & II, and Vista Verde/Miramar Gardens Neighborhoods, and

WHEREAS, the Vista Verde neighborhood extends from NW 207th Street to NW 215th Street between NW 37th Avenue and NW 41st Avenue Road, and

WHEREAS, the Vista Verde neighborhood requires drainage improvements to alleviate flooding, and

WHEREAS, the City’s consultant, Craven and Thompson Associates, Inc., prepared specifications for ITB No. 14-15-017(A), and the bid was advertised on July 6, 2015, and

WHEREAS, on August 6, 2015, fourteen (14) bids were received and publicly read, and

WHEREAS, City staff recommends awarding a bid to Kailas Corp., for infrastructure improvements in the Vista Verde neighborhood, and

WHEREAS, funding for the infrastructure improvements will be derived from the State of Florida in the amount of Two Hundred Seventy Five Thousand Dollars

32 (\$275,000.00) and from a Community Development Block Grant in the amount of Nine
33 Hundred Forty Seven Thousand, Eight Hundred Fifty Nine Dollars (\$947.859.00), and

34 WHEREAS, City staff further recommends that the City Council authorize the
35 City Manager to enter into a sub-recipient agreement for this purpose, in an amount not
36 to exceed One Million, Two Hundred Forty-Four Thousand, Four Hundred Six Dollars
37 and Ninety Cents (\$1,244,406.90), which includes a ten percent (10%) contingency, to
38 cover the costs associated with off-duty police services given the nature of the work,
39 and

40 WHEREAS, the remaining funds will be allocated from the Stormwater Fund,

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

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

46 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
47 hereby awards a bid to Kailas Corp. for infrastructure improvements in the Vista Verde
48 neighborhood; and authorizes the City Manager to execute a sub-recipient agreement in
49 an amount not to exceed One Million, Two Hundred Forty-Four Thousand, Four
50 Hundred Six Dollars and Ninety Cents (\$1,244,406.90), which includes a ten percent
51 (10%) contingency for this purpose.

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

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

56

57

58

OLIVER GILBERT, III, MAYOR

59

60

61 **ATTEST:**

62

63

64

RONETTA TAYLOR, MMC, CITY CLERK

66

67

68 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

69 SPONSORED BY: CAMERON D.BENSON, CITY MANAGER

70

71

72 Moved by: _____

73

74

75 **VOTE:** _____

76

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

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

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

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

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

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

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

84

ITB No. 14-15-017(A)

Re-bid Livable Neighborhood Improvements Vista Verde phase II Drainage and Roadway Improvements

Agency: Building Services

Purchasing Agent: Elena Varona

Date Bid Opened: August 6, 2015

Bid Submittals: 14

Declinations: 0



TABULATION SHEET

Description/Commodity	Qty.	Unit	Kailas Corp. Hialeah, FL		Florida Construction & Engineering, Inc. Miami Springs, FL		Florida Engineering & Development, Corp. Hialeah, FL		Southern Engineering Contractors, Inc. Hialeah, FL		Maggolc, Inc. Miami, FL		Roadway Construction, LLC Ft. Lauderdale, FL	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Bond			Yes		Yes		Yes		Yes			5%	Yes	
1 Gen Req	1	%	27,000.00	\$ 27,000.00	\$ 28,375.00	\$ 28,375.00	\$ 30,000.00	\$ 30,000.00	\$ 2.50	\$ 32,284.00	\$ 25,000.00	\$ 25,000.00	\$ 33,498.93	\$ 33,498.93
2 MOT	1	%	14,944.00	\$ 14,944.00	\$ 8,512.50	\$ 8,512.50	\$ 22,550.00	\$ 22,550.00	\$ 2.00	\$ 25,696.00	\$ 15,000.00	\$ 15,000.00	\$ 26,799.88	\$ 26,799.88
Sub-Gen Req				\$ 41,944.00		\$ 36,887.50		\$ 52,550.00		\$ 57,980.00		\$ 40,000.00		\$ 60,298.81
Drainage														
3 Remove pipe/trench	320	LF	\$ 5.00	\$ 1,600.00	\$ 7.95	\$ 2,544.00	\$ 15.00	\$ 4,800.00	\$ 15.00	\$ 4,800.00	\$ 8.00	\$ 2,560.00	\$ 12.76	\$ 4,083.20
4 R & D Structures	12	EA	\$ 300.00	\$ 3,600.00	\$ 170.25	\$ 2,043.00	\$ 450.00	\$ 5,400.00	\$ 541.80	\$ 6,501.60	\$ 300.00	\$ 3,600.00	\$ 1,370.94	\$ 16,451.28
5 Pipe 18" HDPE	1040	LF	\$ 40.00	\$ 41,600.00	\$ 39.92	\$ 41,516.80	\$ 41.10	\$ 42,744.00	\$ 42.80	\$ 44,512.00	\$ 54.00	\$ 56,160.00	\$ 43.53	\$ 45,271.20
6 Pipe 24" HDPE	1000	LF	\$ 50.00	\$ 50,000.00	\$ 60.70	\$ 60,700.00	\$ 52.50	\$ 52,500.00	\$ 53.70	\$ 53,700.00	\$ 59.00	\$ 59,000.00	\$ 56.75	\$ 56,750.00
7 Pipe 18" HDPE Exf	2060	LF	\$ 85.00	\$ 175,100.00	\$ 80.09	\$ 164,985.40	\$ 82.00	\$ 168,920.00	\$ 76.50	\$ 157,590.00	\$ 104.00	\$ 214,240.00	\$ 82.78	\$ 170,526.80
8 Pipe 24" HDPE Exf	60	LF	\$ 120.00	\$ 7,200.00	\$ 104.78	\$ 6,286.80	\$ 100.00	\$ 6,000.00	\$ 91.60	\$ 5,496.00	\$ 110.00	\$ 6,600.00	\$ 112.00	\$ 6,720.00
9 4' basin	30	EA	\$ 3,500.00	\$ 105,000.00	\$ 2,914.27	\$ 87,428.10	\$ 3,320.00	\$ 99,600.00	\$ 3,586.00	\$ 107,580.00	\$ 3,300.00	\$ 99,000.00	\$ 3,918.05	\$ 117,541.50
10 5' basin	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 5,346.35	\$ 5,346.35	\$ 3,600.00	\$ 3,600.00	\$ 4,515.00	\$ 4,515.00	\$ 4,000.00	\$ 4,000.00	\$ 4,602.34	\$ 4,602.34
11 6' basin	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 7,511.92	\$ 7,511.92	\$ 6,000.00	\$ 6,000.00	\$ 8,132.00	\$ 8,132.00	\$ 4,300.00	\$ 4,300.00	\$ 7,244.81	\$ 7,244.81
12 4'manhole	11	EA	\$ 3,500.00	\$ 38,500.00	(A) \$ 3,384.49	\$ 37,229.39	\$ 3,320.00	\$ 36,520.00	\$ 3,512.00	\$ 38,632.00	\$ 3,300.00	\$ 36,300.00	\$ 3,948.99	\$ 43,438.89
13 5'manhole	5	EA	\$ 4,000.00	\$ 20,000.00	\$ 4,024.27	\$ 20,121.35	\$ 3,600.00	\$ 18,000.00	\$ 3,945.00	\$ 19,725.00	\$ 3,500.00	\$ 17,500.00	\$ 4,689.91	\$ 23,449.55
14 Baffle	42	EA	\$ 550.00	\$ 23,100.00	\$ 275.35	\$ 11,564.70	\$ 395.00	\$ 16,590.00	\$ 281.00	\$ 11,802.00	\$ 360.00	\$ 15,120.00	\$ 269.64	\$ 11,324.88
15 Invert baffle	2	EA	\$ 550.00	\$ 1,100.00	\$ 275.35	\$ 550.70	\$ 395.00	\$ 790.00	\$ 323.00	\$ 646.00	\$ 540.00	\$ 1,080.00	\$ 599.95	\$ 1,199.90
16 connect ext.drain	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 681.00	\$ 681.00	\$ 450.00	\$ 450.00	\$ 472.00	\$ 472.00	\$ 300.00	\$ 300.00	\$ 1,062.87	\$ 1,062.87
17 connect prop. drain	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 681.00	\$ 681.00	\$ 1,000.00	\$ 1,000.00	\$ 708.00	\$ 708.00	\$ 500.00	\$ 500.00	\$ 1,062.87	\$ 1,062.87
18 connect prop. Pipe	1	EA	\$ 500.00	\$ 500.00	\$ 908.00	\$ 908.00	\$ 500.00	\$ 500.00	\$ 590.00	\$ 590.00	\$ 200.00	\$ 200.00	\$ 3,153.90	\$ 3,153.90
19 F&I pipe end cap	2	EA	\$ 500.00	\$ 1,000.00	\$ 149.12	\$ 298.24	\$ 180.00	\$ 360.00	\$ 172.00	\$ 344.00	\$ 250.00	\$ 500.00	\$ 115.14	\$ 230.28
20 excavation rock	100	CY	\$ 10.00	\$ 1,000.00	\$ 1.14	\$ 114.00	\$ 2.00	\$ 200.00	\$ 30.70	\$ 3,070.00	\$ 25.00	\$ 2,500.00	\$ 0.10	\$ 10.00
21 F&P flowable fill	10	CY	\$ 230.00	\$ 2,300.00	\$ 136.20	\$ 1,362.00	\$ 195.00	\$ 1,950.00	\$ 171.10	\$ 1,711.00	\$ 145.00	\$ 1,450.00	\$ 262.36	\$ 2,623.60
22 abandon ext. drain	9	EA	\$ 500.00	\$ 4,500.00	\$ 136.20	\$ 1,225.80	\$ 480.00	\$ 4,320.00	\$ 351.40	\$ 3,162.60	\$ 300.00	\$ 2,700.00	\$ 1,153.20	\$ 10,378.80

				Kailas Corp. Hialeah, FL		Florida Construction & Engineering, Inc. Miami Springs, FL		Florida Engineering & Development, Corp. Hialeah, FL		Southern Engineering Contractors, Inc. Hialeah, FL		Maggolc, Inc. Miami, FL		Roadway Construction, LLC Ft. Lauderdale, FL	
	Description/Commodity	Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
23	abandon ext. drain	400	LF	\$ 30.00	\$ 12,000.00	\$ 12.20	\$ 4,880.00	\$ 17.00	\$ 6,800.00	\$ 21.60	\$ 8,640.00	\$ 15.00	\$ 6,000.00	\$ 26.12	\$ 10,448.00
24	clean structure	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 85.13	\$ 170.26	\$ 200.00	\$ 400.00	\$ 354.00	\$ 708.00	\$ 150.00	\$ 300.00	\$ 189.00	\$ 378.00
25	clean pipe	230	LF	\$ 8.00	\$ 1,840.00	\$ 7.38	\$ 1,697.40	\$ 7.50	\$ 1,725.00	\$ 9.50	\$ 2,185.00	\$ 8.00	\$ 1,840.00	\$ 4.41	\$ 1,014.30
	Sub -Drainage				\$ 505,440.00		\$ 459,846.21		\$ 479,169.00		\$ 485,222.20		\$ 535,750.00		\$ 538,966.97
	Paving														
26	2' Valley gutter	160	LF	\$ 20.00	\$ 3,200.00	\$ 17.03	\$ 2,724.80	\$ 19.00	\$ 3,040.00	\$ 17.20	\$ 2,752.00	\$ 22.00	\$ 3,520.00	\$ 18.54	\$ 2,966.40
27	Type D curb	3180	LF	\$ 13.00	\$ 41,340.00	\$ 13.05	\$ 41,499.00	\$ 14.40	\$ 45,792.00	\$ 14.90	\$ 47,382.00	\$ 20.00	\$ 63,600.00	\$ 13.48	\$ 42,866.40
28	Type F curb	60	LF	\$ 24.00	\$ 1,440.00	\$ 17.03	\$ 1,021.80	\$ 17.00	\$ 1,020.00	\$ 17.20	\$ 1,032.00	\$ 25.00	\$ 1,500.00	\$ 18.54	\$ 1,112.40
29	F&P 1" superpave	19,520	SY	\$ 7.00	\$ 136,640.00	\$ 7.74	\$ 151,084.80	\$ 7.30	\$ 142,496.00	\$ 8.30	\$ 162,016.00	\$ 8.80	\$ 171,776.00	\$ 8.76	\$ 170,995.20
30	F&P 8" limerock	9760	SY	\$ 13.25	\$ 129,320.00	\$ 14.32	\$ 139,763.20	\$ 17.00	\$ 165,920.00	\$ 15.10	\$ 147,376.00	\$ 15.00	\$ 146,400.00	\$ 19.04	\$ 185,830.40
31	F&P 12" subgrade	9760	SY	\$ 2.00	\$ 19,520.00	\$ 1.14	\$ 11,126.40	\$ 2.25	\$ 21,960.00	\$ 2.80	\$ 27,328.00	\$ 7.00	\$ 68,320.00	\$ 3.65	\$ 35,624.00
32	F&P 6" sidewalk	90	SY	\$ 45.00	\$ 4,050.00	\$ 51.08	\$ 4,597.20	\$ 41.50	\$ 3,735.00	\$ 36.70	\$ 3,303.00	\$ 45.00	\$ 4,050.00	\$ 5.56	\$ 500.40
33	F&I truncated dome	10	SY	\$ 400.00	\$ 4,000.00	\$ 227.00	\$ 2,270.00	\$ 437.00	\$ 4,370.00	\$ 531.00	\$ 5,310.00	\$ 250.00	\$ 2,500.00	\$ 101.12	\$ 1,011.20
34	Onsite Pav.Comm.	320	SY	\$ 42.00	\$ 13,440.00	\$ 25.54	\$ 8,172.80	\$ 40.50	\$ 12,960.00	\$ 35.40	\$ 11,328.00	\$ 36.00	\$ 11,520.00	\$ 20.55	\$ 6,576.00
35	Official Pav.	90	SY	\$ 45.00	\$ 4,050.00	\$ 29.51	\$ 2,655.90	\$ 86.50	\$ 7,785.00	\$ 53.10	\$ 4,779.00	\$ 36.00	\$ 3,240.00	\$ 20.55	\$ 1,849.50
36	R&D ext. roadway pav.	9320	SY	\$ 3.50	\$ 32,620.00	\$ 5.32	\$ 49,582.40	\$ 6.00	\$ 55,920.00	\$ 4.60	\$ 42,872.00	\$ 10.00	\$ 93,200.00	\$ 3.37	\$ 31,408.40
37	R&D valley gutter	3400	LF	\$ 2.50	\$ 8,500.00	\$ 2.27	\$ 7,718.00	\$ 2.00	\$ 6,800.00	\$ 3.00	\$ 10,200.00	\$ 1.00	\$ 3,400.00	\$ 1.35	\$ 4,590.00
38	R&D sidewalk	90	SY	\$ 6.00	\$ 540.00	\$ 5.11	\$ 459.90	\$ 8.50	\$ 765.00	\$ 10.00	\$ 900.00	\$ 2.00	\$ 180.00	\$ 4.49	\$ 404.10
39	Aprons	2	EA	\$ 350.00	\$ 700.00	\$ 170.25	\$ 340.50	\$ 250.00	\$ 500.00	\$ 413.00	\$ 826.00	\$ 450.00	\$ 900.00	\$ 280.88	\$ 561.76
	Sub-Paving				\$ 399,360.00	(A)	\$ 423,016.70		\$ 473,063.00		\$ 467,404.00		\$ 574,106.00		\$ 486,296.16
	Sign & Marking														
40	24" white solid	270	LF	\$ 4.50	\$ 1,215.00	\$ 3.97	\$ 1,071.90	\$ 7.00	\$ 1,890.00	\$ 3.80	\$ 1,026.00	\$ 5.00	\$ 1,350.00	\$ 3.78	\$ 1,020.60
41	6" double yellow	60	LF	\$ 3.00	\$ 180.00	\$ 1.70	\$ 102.00	\$ 2.60	\$ 156.00	\$ 2.80	\$ 168.00	\$ 2.00	\$ 120.00	\$ 2.33	\$ 139.80
42	6" white solid	80	LF	\$ 4.00	\$ 320.00	\$ 0.79	\$ 63.20	\$ 1.80	\$ 144.00	\$ 0.90	\$ 72.00	\$ 1.00	\$ 80.00	\$ 1.01	\$ 80.80
43	install signs	20	LF	\$ 300.00	\$ 6,000.00	\$ 249.70	\$ 4,994.00	\$ 270.00	\$ 5,400.00	\$ 312.70	\$ 6,254.00	\$ 250.00	\$ 5,000.00	\$ 242.68	\$ 4,853.60
	Sub-Sign & Mark				\$ 7,715.00		\$ 6,231.10		\$ 7,590.00		\$ 7,520.00		\$ 6,550.00		\$ 6,094.80
	Miscellaneous														
44	F&I 8" sewer main	14	EA	\$ 1,800.00	\$ 25,200.00	\$ 3,042.30	\$ 42,592.20	\$ 2,760.00	\$ 38,640.00	\$ 2,461.00	\$ 34,454.00	\$ 1,800.00	\$ 25,200.00	\$ 3,144.64	\$ 44,024.96
45	F&I 6" sewer lateral	20	EA	\$ 1,300.00	\$ 26,000.00	\$ 2,103.88	\$ 42,077.60	\$ 1,700.00	\$ 34,000.00	\$ 1,938.00	\$ 38,760.00	\$ 400.00	\$ 8,000.00	\$ 1,554.50	\$ 31,090.00
46	F&I 6"lateral replace	10	EA	\$ 2,000.00	\$ 20,000.00	\$ 7,989.24	\$ 79,892.40	\$ 3,350.00	\$ 33,500.00	\$ 7,004.00	\$ 70,040.00	\$ 2,000.00	\$ 20,000.00	\$ 6,590.60	\$ 65,906.00
47	R&D sewer pipe	900	LF	\$ 4.00	\$ 3,600.00	\$ 5.40	\$ 4,860.00	\$ 2.80	\$ 2,520.00	\$ 1.90	\$ 1,710.00	\$ 5.00	\$ 4,500.00	\$ 7.70	\$ 6,930.00

		Kailas Corp. Hialeah, FL				Florida Construction & Engineering, Inc. Miami Springs, FL		Florida Engineering & Development, Corp. Hialeah, FL		Southern Engineering Contractors, Inc. Hialeah, FL		Maggolc, Inc. Miami, FL		Roadway Construction, LLC Ft. Lauderdale, FL	
	Description/Commodity	Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
48	Power pole	1	AL	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
49	Adjust manhole	47	EA	\$ 300.00	\$ 14,100.00	\$ 152.74	\$ 7,178.78	\$ 340.00	\$ 15,980.00	\$ 295.00	\$ 13,865.00	\$ 300.00	\$ 14,100.00	\$ 180.56	\$ 8,486.32
50	Relocate mail box	20	EA	\$ 50.00	\$ 1,000.00	\$ 124.85	\$ 2,497.00	\$ 90.00	\$ 1,800.00	\$ 70.80	\$ 1,416.00	\$ 30.00	\$ 600.00	\$ 75.60	\$ 1,512.00
51	Relocate fence	100	LF	\$ 15.00	\$ 1,500.00	\$ 18.16	\$ 1,816.00	\$ 30.00	\$ 3,000.00	\$ 30.70	\$ 3,070.00	\$ 15.00	\$ 1,500.00	\$ 15.12	\$ 1,512.00
52	F&I water service	46	EA	\$ 375.00	\$ 17,250.00	\$ 729.43	\$ 33,553.78	\$ 620.00	\$ 28,520.00	\$ 1,657.80	\$ 76,258.80	\$ 500.00	\$ 23,000.00	\$ 1,008.83	\$ 46,406.18
53	Sod Restoration	780	SY	\$ 5.00	\$ 3,900.00	\$ 4.60	\$ 3,588.00	\$ 6.00	\$ 4,680.00	\$ 3.70	\$ 2,886.00	\$ 5.00	\$ 3,900.00	\$ 9.91	\$ 7,729.80
54	Off-Duty Police	1	AL	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	Sub-Misc.				\$ 147,550.00		\$ 253,055.76		\$ 197,640.00		\$ 277,459.80		\$ 135,800.00		\$ 248,597.26
	Grand Totals				\$ 1,102,009.00		\$ 1,179,037.27		\$ 1,210,012.00		\$ 1,295,586.00		\$ 1,292,206.00		\$ 1,340,254.00
	Alternate														
55	Repair Pot Holes	50	SY	\$ 100.00	\$ 5,000.00	\$ 25.54	\$ 1,277.00	\$ 60.20	\$ 3,025.00	\$ 236.00	\$ 11,800.00	\$ 40.00	\$ 2,000.00	\$ 26.65	\$ 1,332.50
56	F&P Seal Coat	8090	SY	\$ 3.00	\$ 24,270.00	\$ 2.04	\$ 16,503.60	\$ 5.80	\$ 46,922.00	\$ 1.20	\$ 9,708.00	\$ 3.15	\$ 25,483.50	\$ 2.78	\$ 22,490.20
	Sub-Total Alt.				\$ 29,270.00		\$ 17,780.60		\$ 49,947.00		\$ 21,508.00		\$ 27,483.50		\$ 23,822.70
	Totals w/Alt				\$ 1,131,279.00		\$ 1,196,817.87		\$ 1,259,959.00		\$ 1,317,094.00		\$ 1,319,689.50		\$ 1,364,076.70

Award

*(A) - Adjusted Corrected Calculation

	Description/Commodity	Qty.	Unit	JMS Construction Services Plantation, FL		Caribe Utilities of Florida, Inc. Miami, FL 33176		JVA Engineering Contractor, Inc. Miami, FL		Southern Underground Industries Miami, FL		ENCO, LLC Hollywood, FL	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Bid Bond			Yes		Yes		Yes		Yes		Yes	
1	Gen Req	1	%	32,750.00	\$ 32,750.00	\$ 33,835.00	\$ 33,835.00	2.12	\$ 32,000.00	\$ 38,000.00	\$ 38,000.00	\$ 42,000.00	\$ 42,000.00
2	MOT	1	%	11,587.00	\$ 11,587.00	\$ 27,070.00	\$ 27,070.00	1.62	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00
	Sub-Gen Req				\$ 44,337.00		\$ 60,905.00		\$ 57,000.00		\$ 68,000.00		\$ 47,000.00
	Drainage												
3	Remove pipe/trench	320	LF	\$ 7.50	\$ 2,400.00	\$ 26.20	\$ 8,384.00	\$ 6.00	\$ 1,920.00	\$ 25.00	\$ 8,000.00	\$ 3.00	\$ 960.00
4	R & D Structures	12	EA	\$ 526.00	\$ 6,312.00	\$ 257.40	\$ 3,088.80	\$ 500.00	\$ 6,000.00	\$ 880.00	\$ 10,560.00	\$ 300.00	\$ 3,600.00
5	Pipe 18" HDPE	1040	LF	\$ 33.50	\$ 34,840.00	\$ 35.90	\$ 37,336.00	\$ 48.00	\$ 49,920.00	\$ 50.00	\$ 52,000.00	\$ 106.20	\$ 110,448.00
6	Pipe 24" HDPE	1000	LF	\$ 46.00	\$ 46,000.00	\$ 51.20	\$ 51,200.00	\$ 58.00	\$ 58,000.00	\$ 56.00	\$ 56,000.00	\$ 114.20	\$ 114,200.00
7	Pipe 18" HDPE Exf	2060	LF	\$ 114.00	\$ 234,840.00	\$ 100.70	\$ 207,442.00	\$ 120.00	\$ 247,200.00	\$ 89.00	\$ 183,340.00	\$ 158.40	\$ 326,304.00
8	Pipe 24" HDPE Exf	60	LF	\$ 149.00	\$ 8,940.00	\$ 110.50	\$ 6,630.00	\$ 122.00	\$ 7,320.00	\$ 120.00	\$ 7,200.00	\$ 192.00	\$ 11,520.00
9	4' basin	30	EA	\$ 4,930.00	\$ 147,900.00	\$ 3,747.00	\$ 112,410.00	\$ 3,300.00	\$ 99,000.00	\$ 3,600.00	\$ 108,000.00	\$ 4,200.00	\$ 126,000.00
10	5' basin	1	EA	\$ 6,780.00	\$ 6,780.00	\$ 4,490.00	\$ 4,490.00	\$ 4,000.00	\$ 4,000.00	\$ 4,100.00	\$ 4,100.00	\$ 4,500.00	\$ 4,500.00
11	6' basin	1	EA	\$ 8,297.00	\$ 8,297.00	\$ 7,540.00	\$ 7,540.00	\$ 8,000.00	\$ 8,000.00	\$ 6,800.00	\$ 6,800.00	\$ 4,500.00	\$ 4,500.00
12	4'manhole	11	EA	\$ 5,000.00	\$ 55,000.00	\$ 3,815.00	\$ 41,965.00	\$ 3,100.00	\$ 34,100.00	\$ 4,300.00	\$ 47,300.00	\$ 4,500.00	\$ 49,500.00
13	5'manhole	5	EA	\$ 5,740.00	\$ 28,700.00	\$ 4,815.00	\$ 24,075.00	\$ 3,800.00	\$ 19,000.00	\$ 4,300.00	\$ 21,500.00	\$ 4,500.00	\$ 22,500.00
14	Baffle	42	EA	\$ 691.00	\$ 29,022.00	\$ 460.50	\$ 19,341.00	\$ 250.00	\$ 10,500.00	\$ 700.00	\$ 29,400.00	\$ 200.00	\$ 8,400.00
15	Invert baffle	2	EA	\$ 1,953.00	\$ 3,906.00	\$ 460.50	\$ 921.00	\$ 400.00	\$ 800.00	\$ 1,200.00	\$ 2,400.00	\$ 200.00	\$ 400.00
16	connect ext.drain	1	EA	\$ 1,700.00	\$ 1,700.00	\$ 1,220.00	\$ 1,220.00	\$ 600.00	\$ 600.00	\$ 1,400.00	\$ 1,400.00	\$ 200.00	\$ 200.00
17	connect prop. drain	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,890.00	\$ 1,890.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 300.00	\$ 300.00
18	connect prop. Pipe	1	EA	\$ 1,270.00	\$ 1,270.00	\$ 258.00	\$ 258.00	\$ 600.00	\$ 600.00	\$ 1,300.00	\$ 1,300.00	\$ 300.00	\$ 300.00
19	F&I pipe end cap	2	EA	\$ 725.00	\$ 1,450.00	\$ 151.20	\$ 302.40	\$ 500.00	\$ 1,000.00	\$ 830.00	\$ 1,660.00	\$ 500.00	\$ 1,000.00
20	excavation rock	100	CY	\$ 20.40	\$ 2,040.00	\$ 27.10	\$ 2,710.00	\$ 25.00	\$ 2,500.00	\$ 42.00	\$ 4,200.00	\$ 80.00	\$ 8,000.00
21	F&P flowable fill	10	CY	\$ 474.00	\$ 4,740.00	\$ 170.00	\$ 1,700.00	\$ 175.00	\$ 1,750.00	\$ 150.00	\$ 1,500.00	\$ 130.00	\$ 1,300.00
22	abandon ext. drain	9	EA	\$ 2,122.00	\$ 19,098.00	\$ 456.00	\$ 4,104.00	\$ 600.00	\$ 5,400.00	\$ 1,600.00	\$ 14,400.00	\$ 500.00	\$ 4,500.00
23	abandon ext. drain	400	LF	\$ 21.40	\$ 8,560.00	\$ 30.00	\$ 12,000.00	\$ 10.00	\$ 4,000.00	\$ 12.00	\$ 4,800.00	\$ 13.00	\$ 5,200.00
24	clean structure	2	EA	\$ 500.00	\$ 1,000.00	\$ 475.00	\$ 950.00	\$ 300.00	\$ 600.00	\$ 460.00	\$ 920.00	\$ 500.00	\$ 1,000.00
25	clean pipe	230	LF	\$ 25.50	\$ 5,865.00	\$ 11.00	\$ 2,530.00	\$ 6.00	\$ 1,380.00	\$ 12.00	\$ 2,760.00	\$ 10.00	\$ 2,300.00
	Sub -Drainage				\$ 660,160.00		\$ 552,487.20		\$ 564,590.00		\$ 571,540.00		\$ 806,932.00
	Paving												
26	2' Valley gutter	160	LF	\$ 21.00	\$ 3,360.00	\$ 24.30	\$ 3,888.00	\$ 32.00	\$ 5,120.00	\$ 45.00	\$ 7,200.00	\$ 30.00	\$ 4,800.00
27	Type D curb	3180	LF	\$ 18.50	\$ 58,830.00	\$ 13.50	\$ 42,930.00	\$ 20.00	\$ 63,600.00	\$ 38.10	\$ 121,158.00	\$ 18.00	\$ 57,240.00

				JMS Construction Services Plantation, FL			Caribe Utilities of Florida, Inc. Miami, FL 33176			JVA Engineering Contractor, Inc. Miami, FL		Southern Underground Industries Miami, FL		ENCO, LLC Hollywood, FL	
	Description/Commodity	Qty.	Unit	Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
28	Type F curb	60	LF	\$ 29.00	\$ 1,740.00		\$ 23.00	\$ 1,380.00		\$ 32.00	\$ 1,920.00	\$ 45.00	\$ 2,700.00	\$ 25.00	\$ 1,500.00
29	F&P 1" superpave	19,520	SY	\$ 8.52	\$ 166,310.40		\$ 10.50	\$ 204,960.00		\$ 20.00	\$ 390,400.00	\$ 9.00	\$ 175,680.00	\$ 8.00	\$ 156,160.00
30	F&P 8" limerock	9760	SY	\$ 15.24	\$ 148,742.40	(A)	\$ 16.10	\$ 157,136.00		\$ 16.00	\$ 156,160.00	\$ 17.00	\$ 165,920.00	\$ 30.00	\$ 292,800.00
31	F&P 12" subgrade	9760	SY	\$ 1.40	\$ 13,664.00		\$ 3.80	\$ 37,088.00		\$ 3.50	\$ 34,160.00	\$ 2.00	\$ 19,520.00	\$ 10.00	\$ 97,600.00
32	F&P 6" sidewalk	90	SY	\$ 63.00	\$ 5,670.00		\$ 60.90	\$ 5,481.00		\$ 50.00	\$ 4,500.00	\$ 63.00	\$ 5,670.00	\$ 40.00	\$ 3,600.00
33	F&I truncated dome	10	SY	\$ 400.00	\$ 4,000.00		\$ 170.00	\$ 1,700.00		\$ 50.00	\$ 500.00	\$ 300.00	\$ 3,000.00	\$ 360.00	\$ 3,600.00
34	Onsite Pav.Comm.	320	SY	\$ 41.60	\$ 13,312.00		\$ 33.80	\$ 10,816.00		\$ 36.00	\$ 11,520.00	\$ 50.00	\$ 16,000.00	\$ 15.00	\$ 4,800.00
35	Official Pav.	90	SY	\$ 59.00	\$ 5,310.00		\$ 40.60	\$ 3,654.00		\$ 45.00	\$ 4,050.00	\$ 41.00	\$ 3,690.00	\$ 15.00	\$ 1,350.00
36	R&D ext. roadway pav.	9320	SY	\$ 2.10	\$ 19,572.00		\$ 7.40	\$ 68,968.00		\$ 9.00	\$ 83,880.00	\$ 13.00	\$ 121,160.00	\$ 4.30	\$ 40,076.00
37	R&D valley gutter	3400	LF	\$ 2.25	\$ 7,650.00		\$ 2.60	\$ 8,840.00		\$ 5.00	\$ 17,000.00	\$ 17.00	\$ 57,800.00	\$ 2.50	\$ 8,500.00
38	R&D sidewalk	90	SY	\$ 11.00	\$ 990.00		\$ 2.70	\$ 243.00		\$ 10.00	\$ 900.00	\$ 12.00	\$ 1,080.00	\$ 18.00	\$ 1,620.00
39	Aprons	2	EA	\$ 600.00	\$ 1,200.00		\$ 971.00	\$ 1,942.00		\$ 1,000.00	\$ 2,000.00	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00
	Sub-Paving				\$ 450,350.80			\$ 549,026.00			\$ 775,710.00		\$ 701,278.00		\$ 674,446.00
	Sign & Marking														
40	24" white solid	270	LF	\$ 7.00	\$ 1,890.00		\$ 2.70	\$ 729.00		\$ 4.50	\$ 1,215.00	\$ 5.80	\$ 1,566.00	\$ 6.00	\$ 1,620.00
41	6" double yellow	60	LF	\$ 1.50	\$ 90.00		\$ 2.10	\$ 126.00		\$ 3.00	\$ 180.00	\$ 12.00	\$ 720.00	\$ 3.00	\$ 180.00
42	6" white solid	80	LF	\$ 1.50	\$ 120.00		\$ 1.35	\$ 108.00		\$ 3.00	\$ 240.00	\$ 12.00	\$ 960.00	\$ 3.00	\$ 240.00
43	install signs	20	LF	\$ 380.00	\$ 7,600.00		\$ 338.00	\$ 6,760.00		\$ 375.00	\$ 7,500.00	\$ 350.00	\$ 7,000.00	\$ 200.00	\$ 4,000.00
	Sub-Sign & Mark				\$ 9,700.00			\$ 7,723.00			\$ 9,135.00		\$ 10,246.00		\$ 6,040.00
	Miscellaneous														
44	F&I 8" sewer main	14	EA	\$ 2,250.00	\$ 31,500.00		\$ 2,835.00	\$ 39,690.00		\$ 500.00	\$ 7,000.00	\$ 2,200.00	\$ 30,800.00	\$ 1,300.00	\$ 18,200.00
45	F&I 6" sewer lateral	20	EA	\$ 2,100.00	\$ 42,000.00		\$ 2,248.00	\$ 44,960.00		\$ 500.00	\$ 10,000.00	\$ 1,700.00	\$ 34,000.00	\$ 1,300.00	\$ 26,000.00
46	F&I 6"lateral replace	10	EA	\$ 1,450.00	\$ 14,500.00		\$ 2,465.00	\$ 24,650.00		\$ 500.00	\$ 5,000.00	\$ 7,200.00	\$ 72,000.00	\$ 600.00	\$ 6,000.00
47	R&D sewer pipe	900	LF	\$ 7.20	\$ 6,480.00		\$ 9.00	\$ 8,100.00		\$ 9.00	\$ 8,100.00	\$ 11.00	\$ 9,900.00	\$ 3.00	\$ 2,700.00
48	Power pole	1	AL	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
49	Adjust manhole	47	EA	\$ 250.00	\$ 11,750.00		\$ 316.00	\$ 14,852.00		\$ 400.00	\$ 18,800.00	\$ 440.00	\$ 20,680.00	\$ 100.00	\$ 4,700.00
50	Relocate mail box	20	EA	\$ 70.00	\$ 1,400.00		\$ 190.00	\$ 3,800.00		\$ 150.00	\$ 3,000.00	\$ 68.00	\$ 1,360.00	\$ 100.00	\$ 2,000.00
51	Relocate fence	100	LF	\$ 25.00	\$ 2,500.00		\$ 19.00	\$ 1,900.00		\$ 50.00	\$ 5,000.00	\$ 25.00	\$ 2,500.00	\$ 30.00	\$ 3,000.00
52	F&I water service	46	EA	\$ 750.00	\$ 34,500.00		\$ 664.00	\$ 30,544.00		\$ 500.00	\$ 23,000.00	\$ 1,200.00	\$ 55,200.00	\$ 500.00	\$ 23,000.00
53	Sod Restoration	780	SY	\$ 6.00	\$ 4,680.00		\$ 6.70	\$ 5,226.00		\$ 6.00	\$ 4,680.00	\$ 3.70	\$ 2,886.00	\$ 4.00	\$ 3,120.00

		JMS Construction Services Plantation, FL				Caribe Utilities of Florida, Inc. Miami, FL 33176		JVA Engineering Contractor, Inc. Miami, FL		Southern Underground Industries Miami, FL		ENCO, LLC Hollywood, FL	
	Description/Commodity	Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
54	Off-Duty Police	1	AL	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	Sub-Misc.				\$ 184,310.00		\$ 208,722.00		\$ 119,580.00		\$ 264,326.00		\$ 123,720.00
	Grand Totals				\$ 1,348,857.80		\$ 1,378,863.20		\$ 1,526,015.00		\$ 1,615,390.00		\$ 1,658,138.00
	Alternate												
55	Repair Pot Holes	50	SY		\$ -	\$ 54.15	\$ 2,707.50	\$ 36.00	\$ 1,800.00	\$ 81.00	\$ 4,050.00	\$ 80.00	\$ 4,000.00
56	F&P Seal Coat	8090	SY		\$ -	\$ 2.70	\$ 21,843.00	\$ 4.00	\$ 32,360.00	\$ 2.10	\$ 16,989.00	\$ 2.00	\$ 16,180.00
	Sub-Total Alt.				\$ -		\$ 24,550.50		\$ 34,160.00		\$ 21,039.00		\$ 20,180.00
	Totals w/Alt				\$ 1,348,857.80		\$ 1,403,413.70		\$ 1,560,175.00		\$ 1,636,429.00		\$ 1,678,318.00

*(A) - Adjusted Corrected Calculation

		Ric-Man International, Inc. Pompano Beach, FL				Metro Express, Inc. Miramar, FL				V Engineering & Consulting Corp. Miami, FL			
Description/Commodity		Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Bid Bond				Yes		Yes		Yes					
1	Gen Req	1	%	41,501.95	\$ 41,501.95	\$ 32,254.10	\$ 32,254.10	44600.00	\$ 44,600.00				
2	MOT	1	%	33,000.00	\$ 33,000.00	\$ 29,028.69	\$ 29,028.69	78,000.00	\$ 78,000.00				
Sub-Gen Req					\$ 74,501.95		\$ 61,282.79		\$ 122,600.00				
Drainage													
3	Remove pipe/trench	320	LF	\$ 14.00	\$ 4,480.00	\$ 20.00	\$ 6,400.00	\$ 10.00	\$ 3,200.00				
4	R & D Structures	12	EA	\$ 670.00	\$ 8,040.00	\$ 150.00	\$ 1,800.00	\$ 250.00	\$ 3,000.00				
5	Pipe 18" HDPE	1040	LF	\$ 83.00	\$ 86,320.00	\$ 95.00	\$ 98,800.00	\$ 150.00	\$ 156,000.00				
6	Pipe 24" HDPE	1000	LF	\$ 98.00	\$ 98,000.00	\$ 105.00	\$ 105,000.00	\$ 165.00	\$ 165,000.00				
7	Pipe 18" HDPE Exf	2060	LF	\$ 160.00	\$ 329,600.00	\$ 125.00	\$ 257,500.00	\$ 230.00	\$ 473,800.00				
8	Pipe 24" HDPE Exf	60	LF	\$ 170.00	\$ 10,200.00	\$ 135.00	\$ 8,100.00	\$ 260.00	\$ 15,600.00				
9	4' basin	30	EA	\$ 4,450.00	\$ 133,500.00	\$ 4,800.00	\$ 144,000.00	\$ 3,800.00	\$ 114,000.00				
10	5' basin	1	EA	\$ 5,700.00	\$ 5,700.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00				
11	6' basin	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,200.00	\$ 4,200.00				
12	4'manhole	11	EA	\$ 4,400.00	\$ 48,400.00	\$ 4,500.00	\$ 49,500.00	\$ 4,000.00	\$ 44,000.00				
13	5'manhole	5	EA	\$ 5,100.00	\$ 25,500.00	\$ 5,000.00	\$ 25,000.00	\$ 4,100.00	\$ 20,500.00				
14	Baffle	42	EA	\$ 620.00	\$ 26,040.00	\$ 400.00	\$ 16,800.00	\$ 550.00	\$ 23,100.00				
15	Invert baffle	2	EA	\$ 1,400.00	\$ 2,800.00	\$ 400.00	\$ 800.00	\$ 550.00	\$ 1,100.00				
16	connect ext.drain	1	EA	\$ 1,300.00	\$ 1,300.00	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00				
17	connect prop. drain	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 700.00	\$ 700.00	\$ 2,500.00	\$ 2,500.00				
18	connect prop. Pipe	1	EA	\$ 1,300.00	\$ 1,300.00	\$ 400.00	\$ 400.00	\$ 3,750.00	\$ 3,750.00				
19	F&I pipe end cap	2	EA	\$ 600.00	\$ 1,200.00	\$ 160.00	\$ 320.00	\$ 150.00	\$ 300.00				
20	excavation rock	100	CY	\$ 5.40	\$ 540.00	\$ 30.00	\$ 3,000.00	\$ 1.00	\$ 100.00				
21	F&P flowable fill	10	CY	\$ 140.00	\$ 1,400.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00				
22	abandon ext. drain	9	EA	\$ 330.00	\$ 2,970.00	\$ 300.00	\$ 2,700.00	\$ 550.00	\$ 4,950.00				
23	abandon ext. drain	400	LF	\$ 9.80	\$ 3,920.00	\$ 30.00	\$ 12,000.00	\$ 25.00	\$ 10,000.00				
24	clean structure	2	EA	\$ 730.00	\$ 1,460.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00				
25	clean pipe	230	LF	\$ 22.00	\$ 5,060.00	\$ 10.00	\$ 2,300.00	\$ 3.00	\$ 690.00				
Sub -Drainage					\$ 807,430.00		\$ 747,970.00		\$ 1,055,540.00				
Paving													
26	2' Valley gutter	160	LF	\$ 21.00	\$ 3,360.00	\$ 16.00	\$ 2,560.00	\$ 21.00	\$ 3,360.00				
27	Type D curb	3180	LF	\$ 20.00	\$ 63,600.00	\$ 12.00	\$ 38,160.00	\$ 11.00	\$ 34,980.00				

	Sub-Misc.				\$ 187,830.00		\$ 130,740.00		\$ 124,830.00	
	Grand Totals				\$ 1,637,848.95				\$ 1,672,723.79	\$ 1,832,930.00
	Alternate	Qty.	Unit	Ric-Man International, Inc. Pompano Beach, FL		Metro Express, Inc. Miramar, FL		V Engineering & Consulting Corp. Miami, FL		
55	Repair Pot Holes	50	SY	\$ 230.00	\$ 11,500.00	\$ 42.00	\$ 2,100.00	\$ 50.00	\$ 2,500.00	
56	F&P Seal Coat	8090	SY	\$ 2.30	\$ 18,607.00	\$ 0.70	\$ 5,663.00	\$ 3.00	\$ 24,270.00	
	Sub-Total Alt.				\$ 30,107.00		\$ 7,763.00		\$ 26,770.00	
	Totals w/Alt				\$ 1,667,955.95		\$ 1,680,486.79		\$ 1,859,700.00	

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

*(A) - Adjusted Corrected Calculation



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 14 , 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:	Florida Department of Environmental Protection Grant/ Storm water Fund		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 #:	ITB# 14-15-028 NW 195/204 Street Drainage Improvements			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Goals: Improve City infrastructure			
	X						
Sponsor Name	Cameron Benson, City Manager		Department:	<i>Development Services - Engineering</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDDING A BID TO FLORIDA CONSTRUCTION & ENGINEERING INC. FOR DRAINAGE IMPROVEMENTS ALONG NW 25TH COURT (204 – 205 STREET) AND NW 38TH COURT (195 – 196 STREET); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-SEVEN THOUSAND, THREE HUNDRED TEN DOLLARS AND EIGHTY-EIGHT CENTS (\$147,310.88), WHICH INCLUDES A TEN PERCENT (10%) FOR THIS PURPOSE CONTINGENCY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

After assessing the flooding activity on NW 25th Court (204 – 205 Street) and NW 38th Court (195 – 196 Street) it has been determined that drainage improvements will be necessary to alleviate flooding. Design and specifications were prepared by design consultants CSA Central, Inc. The drainage improvements will consist of construction of French drains, catch basins as well as improvements to the roadway, swales, sidewalks and American with Disabilities Act (ADA) ramps.

CURRENT SITUATION

Invitation to Bid No. 14-15-028 was advertised on July 17, 2015 and opened August 17, 2015; nine bids were received with no declinations. A copy of the proposal document and submittals are available at the Mayor and Council’s Office for review.

FISCAL IMPACT

This project is budget under FY 2015 Stormwater Fund in the amount of \$200,000. \$75,000 of this budget amount is derived from the grant awarded by the State of Florida Department of Environmental Protection. Of the State Funding, \$51,000 is for construction and \$24,000 for Design Services. Costs incurred in the design phase were \$32,158 providing a budget balance of \$167,842 available for the project. The award amount is within the available budget.

Proposed Action:

That City Council approves the attached resolution authorizing the City Manager to execute the contract for NW 25th Court /38th Court Drainage Project for a total amount, including the ten percent (10%) contingency, of \$147,310.88 to Florida Construction & Engineering Inc.

Attachment:

Exhibit 1 – Bid Tabulation

RESOLUTION NO. 2015_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AWARDED A BID TO FLORIDA
5 CONSTRUCTION & ENGINEERING INC. FOR DRAINAGE
6 IMPROVEMENTS ALONG NW 25TH COURT (204 – 205 STREET)
7 AND NW 38TH COURT (195 – 196 STREET); AUTHORIZING THE
8 CITY MANAGER TO EXECUTE AN AGREEMENT, IN AN
9 AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-SEVEN
10 THOUSAND, THREE HUNDRED TEN DOLLARS AND EIGHTY-
11 EIGHT CENTS (\$147,310.88), WHICH INCLUDES A TEN
12 PERCENT (10%) FOR THIS PURPOSE CONTINGENCY;
13 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
14 PROVIDING FOR AN EFFECTIVE DATE.
15

16 WHEREAS, City staff performed an assessment of flooding activity in the City
17 and determined that drainage improvements are needed along NW 25th Court (204 -
18 205 Street) and NW 38th Court (195 -196 Street), and

19 WHEREAS, CSA Central, the City's design consultant, prepared specifications
20 for ITB No. 14-15-028, which was advertised on July 17, 2015, and

21 WHEREAS, on August 17, 2015, nine (9) bids were received and publicly read,
22 and

23 WHEREAS, City staff recommends awarding a bid to Florida Construction &
24 Engineering Inc., for drainage improvements along NW 25th Court (204 -205 Street) and
25 NW 38th Court (195 -196 Street), and

26 WHEREAS, City staff further recommends that the City Council authorize the
27 City Manager to execute an agreement in an amount not to exceed One Hundred Forty-
28 Seven Thousand, Three Hundred Ten Dollars and Eighty-Eight Cents (\$147,310.88),
29 which includes a ten percent (10%) contingency for this purpose,

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

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

35 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
36 hereby awards a bid to Florida Construction & Engineering Inc. for drainage
37 improvements along NW 25th Court (204 -205 Street) and NW 38th Court (195 -196
38 Street); and authorizing the City Manager to execute an agreement, in an amount not to
39 exceed One Hundred Forty-Seven Thousand, Three Hundred Ten Dollars and Eighty-
40 Eight Cents (\$147,310.88), which includes a ten percent (10%) contingency for this
41 purpose.

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

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

46

47

48

49

50

51

52

ATTEST:

53

54

55

56

RONETTA TAYLOR, MMC, CITY CLERK

57

58

59

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

60

61

62

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

63

64

Moved by: _____

65
66
67
68
69
70
71
72
73
74

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)

75

ITB No. 14-15-028
 Bid Title: Drainage Installation & Street Refurbish
 Dept: Development Services & Code Compliance
 Purchasing Agent: Scott Shaw

Date ITB Posted: July 17, 2015
 Date Bid Opened: August 17, 2015
 Bid Submittals: 9
 Declinations:



TABULATION OF BIDS

PAYMENT ITEM No.	UNIT	QTY	UNIT PRICE	Florida Construction & Engineering Inc.	UNIT PRICE	Metro Express, Inc.	UNIT PRICE	Westwind Contracting, Inc.	UNIT PRICE	R.P. Utility & Excavation Corp.	UNIT PRICE	JVA Engineering Contractor, Inc.	UNIT PRICE	Southeastern Engineering Contractors, Inc.	UNIT PRICE	LCCI Construction, LLC	UNIT PRICE	T V Diversified, LLC	UNIT PRICE	H.A. Contracting Corp.
101-1 - Mobilization and General Conditions	LS	1	8165	\$ 8,165.00	\$ 1,500.00	\$ 1,500.00	\$24,060.00	\$ 24,060.00	\$52,500.00	\$ 52,500.00	\$10,000.00	\$ 10,000.00	\$15,921.00	\$ 15,921.00	\$ 24,339.00	\$ 24,339.00	\$11,000.00	\$ 11,000.00	\$ 30,000.00	\$ 30,000.00
102-1 - Maintenance of Traffic	LS	1	3450	\$ 3,450.00	\$ 1,200.00	\$ 1,200.00	\$ 9,185.00	\$ 9,185.00	\$13,000.00	\$ 13,000.00	\$ 4,200.00	\$ 4,200.00	\$14,177.00	\$ 14,177.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,800.00	\$ 7,800.00
104-18 Inlet Protection System	EA	2	115	\$ 230.00	\$ 50.00	\$ 100.00	\$ 211.00	\$ 422.00	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00	\$ 97.60	\$ 195.20	\$ 100.00	\$ 200.00	\$ 215.00	\$ 430.00	\$ 162.50	\$ 325.00
110-1-1 - Clearing and Grubbing	LS	1	8172.76	\$ 8,172.76	\$ 3,000.00	\$ 3,000.00	\$ 1,875.00	\$ 1,875.00	\$ 690.93	\$ 690.93	\$ 5,000.00	\$ 5,000.00	\$ 5,490.00	\$ 5,490.00	\$ 3,000.00	\$ 3,000.00	\$ 7,385.00	\$ 7,385.00	\$ 16,705.00	\$ 16,705.00
110-5-2 - Arborist Work, Tree Preservation	EA	3	345	\$ 1,035.00	\$ 500.00	\$ 1,500.00	\$ 211.00	\$ 633.00	\$ 200.00	\$ 600.00	\$ 2,500.00	\$ 7,500.00	\$ 610.00	\$ 1,830.00	\$ 700.00	\$ 2,100.00	\$ 650.00	\$ 1,950.00	\$ 390.00	\$ 1,170.00
110-7-1 - Remove, Replace Existing Mail Boxes	EA	4	172.5	\$ 690.00	\$ 300.00	\$ 1,200.00	\$ 424.00	\$ 1,696.00	\$ 50.00	\$ 200.00	\$ 550.00	\$ 2,200.00	\$ 220.00	\$ 880.00	\$ 100.00	\$ 400.00	\$ 84.50	\$ 338.00	\$ 715.00	\$ 2,860.00
327-70-1 - Milling Exist. Asphalt Part. 1" Avg. Depth	SY	1,384	1.15	\$ 1,591.60	\$ 2.50	\$ 3,460.00	\$ 3.70	\$ 5,120.80	\$ 2.60	\$ 3,598.40	\$ 5.00	\$ 6,920.00	\$ 3.70	\$ 5,120.80	\$ 12.50	\$ 17,300.00	\$ 7.00	\$ 9,688.00	\$ 5.20	\$ 7,196.80
334-1-23 - Type SP 9.5 Asphalt Concrete (Traffic C)	TN	69	164.42	\$ 11,344.98	\$ 125.00	\$ 8,625.00	\$ 211.00	\$ 14,559.00	\$ 111.00	\$ 7,659.00	\$ 160.00	\$ 11,040.00	\$ 158.60	\$ 10,943.40	\$ 189.00	\$ 13,041.00	\$ 235.00	\$ 16,215.00	\$ 234.00	\$ 16,146.00
425-1-521 - Inlet	EA	8	3064.41	\$ 24,515.28	\$ 500.00	\$ 4,000.00	\$ 2,770.00	\$ 22,160.00	\$ 2,800.00	\$ 22,400.00	\$ 3,500.00	\$ 28,000.00	\$ 3,795.00	\$ 30,360.00	\$ 2,200.00	\$ 17,600.00	\$ 4,845.00	\$ 38,760.00	\$ 3,575.00	\$ 28,600.00
425-1-521 - Inlet Partial (Existing Inlet Connection)	EA	1	575	\$ 575.00	\$ 500.00	\$ 500.00	\$ 1,005.00	\$ 1,005.00	\$ 1,400.00	\$ 1,400.00	\$ 1,200.00	\$ 1,200.00	\$ 1,211.00	\$ 1,211.00	\$ 1,600.00	\$ 1,600.00	\$ 1,830.00	\$ 1,830.00	\$ 1,170.00	\$ 1,170.00
425-2-41 - Manhole (Conflict & Junction Box)	EA	1	3106.81	\$ 3,106.81	\$ 2,500.00	\$ 2,500.00	\$ 4,140.00	\$ 4,140.00	\$ 3,300.00	\$ 3,300.00	\$ 4,500.00	\$ 4,500.00	\$ 4,453.00	\$ 4,453.00	\$ 500.00	\$ 500.00	\$ 5,275.00	\$ 5,275.00	\$ 3,120.00	\$ 3,120.00
425-5-1 - Manhole Adjust, Utilities	EA	3	303.76	\$ 911.28	\$ 300.00	\$ 900.00	\$ 665.00	\$ 1,995.00	\$ 500.00	\$ 1,500.00	\$ 420.00	\$ 1,260.00	\$ 427.00	\$ 1,281.00	\$ 500.00	\$ 1,500.00	\$ 585.00	\$ 1,755.00	\$ 715.00	\$ 2,145.00
425-6 - Adjusting Valve Boxes	EA	2	226.73	\$ 453.46	\$ 200.00	\$ 400.00	\$ 628.00	\$ 1,256.00	\$ 300.00	\$ 600.00	\$ 240.00	\$ 480.00	\$ 196.00	\$ 392.00	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00	\$ 650.00	\$ 1,300.00
430-175-118 - Pipe Culvert, HDPE Solid	LF	776	38.76	\$ 30,077.76	\$ 95.00	\$ 73,720.00	\$ 32.00	\$ 24,832.00	\$ 32.00	\$ 24,832.00	\$ 50.00	\$ 38,800.00	\$ 43.70	\$ 33,911.20	\$ 70.00	\$ 54,320.00	\$ 48.00	\$ 37,248.00	\$ 91.00	\$ 70,616.00
443-70-3 - French Drain 18" (HP High Performance N-12 Perforated)	LF	140	133.8	\$ 18,732.00	\$ 125.00	\$ 17,500.00	\$ 158.00	\$ 22,120.00	\$ 100.00	\$ 14,000.00	\$ 135.00	\$ 18,900.00	\$ 113.80	\$ 15,932.00	\$ 150.00	\$ 21,000.00	\$ 178.00	\$ 24,920.00	\$ 188.50	\$ 26,390.00
522-1 - Sidewalk Concrete 4" Thick	SY	10	55.2	\$ 552.00	\$ 40.00	\$ 400.00	\$ 31.50	\$ 315.00	\$ 35.00	\$ 350.00	\$ 44.00	\$ 440.00	\$ 30.20	\$ 302.00	\$ 45.00	\$ 450.00	\$ 62.50	\$ 625.00	\$ 70.20	\$ 702.00
522-2 - Sidewalk Concrete 6" Thick	SY	42	47.6	\$ 1,999.20	\$ 45.00	\$ 1,890.00	\$ 38.00	\$ 1,596.00	\$ 40.00	\$ 1,680.00	\$ 46.00	\$ 1,932.00	\$ 43.90	\$ 1,843.80	\$ 60.00	\$ 2,520.00	\$ 70.25	\$ 2,950.50	\$ 78.00	\$ 3,276.00
527-2 Truncated Domes (Yellow, Cast in Place)	EA	4	161	\$ 644.00	\$ 250.00	\$ 1,000.00	\$ 843.00	\$ 3,372.00	\$ 100.00	\$ 400.00	\$ 400.00	\$ 1,600.00	\$ 610.00	\$ 2,440.00	\$ 800.00	\$ 3,200.00	\$ 780.00	\$ 3,120.00	\$ 520.00	\$ 2,080.00
570-1-2 - Performance Turf, Sod (Bahia Sod)	SY	1,670	5.41	\$ 9,034.70	\$ 6.00	\$ 10,020.00	\$ 2.60	\$ 4,342.00	\$ 2.70	\$ 4,509.00	\$ 6.00	\$ 10,020.00	\$ 3.60	\$ 6,012.00	\$ 3.50	\$ 5,845.00	\$ 4.65	\$ 7,765.50	\$ 18.20	\$ 30,394.00
706-3 - Reflective Pavement Marker (Yellow/Yellow)	EA	8	23	\$ 184.00	\$ 5.00	\$ 40.00	\$ 26.50	\$ 212.00	\$ 5.75	\$ 46.00	\$ 10.00	\$ 80.00	\$ 9.80	\$ 78.40	\$ 400.00	\$ 3,200.00	\$ 13.00	\$ 104.00	\$ 7.15	\$ 57.20
711-11-125 - Thermoplastic Pavement Markings, Standard White Solid 24"	LF	20	36.8	\$ 736.00	\$ 5.00	\$ 100.00	\$ 52.50	\$ 1,050.00	\$ 8.05	\$ 161.00	\$ 10.00	\$ 200.00	\$ 14.70	\$ 294.00	\$ 10.00	\$ 200.00	\$ 130.00	\$ 2,600.00	\$ 78.00	\$ 1,560.00
711-11-211 - Thermoplastic Pavement Markings, Standard Yellow Solid 6"	NM	0.019	9200	\$ 173.88	\$ 4,500.00	\$ 85.05	\$ 3,690.00	\$ 69.74	\$ 8,500.80	\$ 160.67	\$ 5,500.00	\$ 103.95	\$ 6,344.00	\$ 119.90	\$ 20,000.00	\$ 378.00	\$ 1,300.00	\$ 24.57	\$ 0.02	\$ 0.00
160-4 - Type Stabilization (Asphalt)	SY	271	8.96	\$ 2,428.16	\$ 25.00	\$ 6,775.00	\$ 6.10	\$ 1,653.10	\$ 7.00	\$ 1,897.00	\$ 13.00	\$ 3,523.00	\$ 21.40	\$ 5,799.40	\$ 12.00	\$ 3,252.00	\$ 10.40	\$ 2,818.40	\$ 23.40	\$ 6,341.40
285-704 - Optional Base, Base Group 4 (6" Lime rock)	SY	271	11.41	\$ 3,092.11	\$ 15.00	\$ 4,065.00	\$ 7.70	\$ 2,086.70	\$ 6.00	\$ 1,626.00	\$ 16.00	\$ 4,336.00	\$ 21.60	\$ 5,853.60	\$ 8.50	\$ 2,303.50	\$ 17.00	\$ 4,607.00	\$ 13.00	\$ 3,523.00
522-2 - Sidewalk Concrete, 6" Thick (Stamped Concrete)	SY	22	92	\$ 2,024.00	\$ 65.00	\$ 1,430.00	\$ 63.50	\$ 1,397.00	\$ 45.00	\$ 990.00	\$ 72.00	\$ 1,584.00	\$ 43.90	\$ 965.80	\$ 80.00	\$ 1,760.00	\$ 180.00	\$ 3,960.00	\$ 130.00	\$ 2,860.00

TOTAL BID PRICE \$ 133,918.98
 CONTINGENCY AMOUNT 10% \$ 147,310.88
 * (A) - Corrected Calculation



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 14, 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:	Transportation/ CITT/ Stormwater Funds		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No		
							X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	NA				
		X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> 2. Improve City infrastructure 2.5 Increase Citywide tree canopy				
	X							Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communications <input type="checkbox"/>
Sponsor Name	Cameron Benson, City Manager		Department:	<i>Public Works</i>				

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 RENEWAL AGREEMENT FOR TURF AND LANDSCAPE MAINTENANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AGREEMENTS FOR THIS PURPOSE WITHOUT PRIOR CITY COUNCIL APPROVAL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In December 2006, the City Council authorized staff to enter into agreement with Florida Department of Transportation (FDOT) to provide landscaping maintenance services on NW 27 Avenue, NW 183 Street and NW 2 Avenue (441).

A contract is necessary in order for Public Works to maintain the areas that were planted along NW 183 Street, NW 27 Avenue, and NW 2 Avenue.

FDOT has been paying the City the amount of, \$31, 357.68 to date. This figure is equal to the amount FDOT would compensate a private contractor to maintain its landscaped medians, which are usually Bahia grass and few trees/palms.

The 2014-15 agreement was approved by Council on December 10, 2014.

Current Situation

This recommended renewal is for the 2015-16 fiscal year. The total funding from FDOT will remain the same, \$31, 357.68. The maintenance responsibility will continue to include the following:

1. The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 860/ Miami Gardens Drive, S.R. 7/NW 2nd Avenue and S.R. 817/ NW 27th Avenues, in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the CITY shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time. The CITY's maintenance obligations shall include but not be limited to:
 - A. Mowing, cutting and/or trimming and edging the grass and turf.
 - B. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof.
 - C. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
 - D. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in a healthy and vigorous growing condition.
 - E. Paying for all water use and all costs associated therewith.
 - F. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
 - G. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

- H. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- I. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (i).
- J. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- K. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT'S right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

Currently the Public Works Department maintains the medians in immaculate condition that supersedes FDOT's minimum requirements. City Landscaping Crew includes the Keep Miami Gardens Beautiful Program Manager and a landscaping superintendent that is an arborist and has all the certifications to inspect, apply herbicide and pesticide, for pruning, identify plant and tree diseases and plant eating insects, etc.

Proposed Action:

It is recommended that City Council approve the attached resolution authorizing the execution of the 2016 Turf and Landscaping Maintenance Joint Participation Agreement – Renewal #1 with FDOT for an annual payment to the City in the amount of \$31, 357.68 and that City Council further authorizes the City Manager to execute future agreements for this purpose without prior City Council approval.

Attachment:

Attachment A: 2016 TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT –
Renewal #1

RESOLUTION NO. 2015_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER AND CITY CLERK TO EXECUTE AND ATTEST
6 RESPECTIVELY, THAT CERTAIN RENEWAL AGREEMENT FOR
7 TURF AND LANDSCAPE MAINTENANCE WITH THE FLORIDA
8 DEPARTMENT OF TRANSPORTATION (FDOT), A COPY OF
9 WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING
10 FOR INSTRUCTIONS TO THE CITY CLERK; AUTHORIZING THE
11 CITY MANAGER TO EXECUTE FUTURE AGREEMENTS FOR
12 THIS PURPOSE WITHOUT PRIOR CITY COUNCIL APPROVAL;
13 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
14 PROVIDING FOR AN EFFECTIVE DATE.
15

16 WHEREAS, since 2006, the City has been operating in accordance with a
17 Maintenance Agreement with the Florida Department of Transportation (FDOT) for
18 landscape maintenance along US 441, N.W. 27th Avenue and N.W. 183rd Street, and

19 WHEREAS, although the current Agreement expires on January 31, 2016, the
20 FDOT is requesting a commitment by October 19, 2015, and

21 WHEREAS, the City Manager is recommending that the City renew the
22 Agreement with the FDOT for one year term commencing on February 1, 2016 and
23 ending on January 31, 2017, and

24 WHEREAS, FDOT has agreed to pay the sum of Thirty-One Thousand Three
25 Hundred Fifty-Seven Dollars and Sixty-Eight Cents (\$31,357.68) per year to the City for
26 maintenance of the landscaping, and

27 WHEREAS, the City Council also wishes to authorize the City Manager to
28 execute future agreements for this purpose without prior City Council approval,

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

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

34 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
35 hereby authorizes the City Manager and City Clerk to execute and attest respectively,
36 that certain renewal Agreement for turf and landscape maintenance with the Florida
37 Department of Transportation (FDOT), a copy of which is attached hereto as Exhibit "A".
38 The City Council further authorizes the City Manager to execute future agreements for
39 this purpose without prior City Council approval.

40 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
41 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
42 be maintained by the City, and one to be delivered to Florida Department of
43 Transportation.

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

46 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
47 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2014.

48

49

50

51

52

53

54

55

56

57

58

59

60

OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

61
62
63
64
65
66
67
68
69
70
71
72
73
74
75

76

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)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, Florida 33172

JIM BOXOLD
SECRETARY

September 18, 2015

Mr. Cameron Benson, City Manager
City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
cbenson@miamigardens-fl.gov

RE: RENEWAL NOTICE

Contract No: ARR35 – Renewal# 1
Description: Turf and Landscape Maintenance Joint Participation Agreement
City of Miami Gardens
Fin Project No: 409057-2-78-02
County: Miami-Dade

Dear Mr. Benson:

The Florida Department of Transportation desires to renew the agreement referenced above expiring on January 31st, 2016. If your city desires to renew this agreement, enclosed please find two (2) copies of each form as listed below. All two sets must be completed, executed and returned to our office.

1. Contract Renewal, Form # 375-020-23 (1 page)
2. E-Verify, Form# 375-040-68 (1 page)

Please send all requested forms and information on or before October 19, 2015 to: Andres Salzberger, 1000 Northwest 111th Avenue, Room #6205B, Miami, Florida 33172

NOTE: Please leave the date of the contract blank so that it can be filled in by this office at the time the contract is executed and please return all copies. THE DEPARTMENT WILL RETURN AN EXECUTED COPY OF THIS CONTRACT FOR YOUR RECORDS.

Sincerely,

A handwritten signature in blue ink, appearing to be "AS", written over a circular blue scribble.

Andres Salzberger, E.I.
Contracts support

cc: K. Al-Said, Shamita Jain, file

Contract No.: ARR35 Renewal: (1st, 2nd, etc.) 1st

Financial Project No(s): 409057-2-78-02

County(ies): Miami-Dade

This Agreement made and entered into this _____ day of _____, by and between the State of Florida Department of Transportation, hereinafter called "Department", and City of Miami Gardens, 18605 NW 27th Ave Miami Gardens, FL 33056 hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 22 day of January, 2015 entered into an Agreement whereby the Department retained the Contractor to perform Maintenance of all landscaped and/or turfed areas within the right-of-way having the limits described by Exhibit 'B', of the original contract.

_____ ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of February, 2016 and ending the 30th day of January, 2017 at a cost of \$ 31,357.68

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Miami Gardens
Name of Contractor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Contractor Name and Title

rm BY: _____
District Secretary or Designee (Signature)

BY: _____
Authorized Signature

Title: _____

Name of Surety (SEAL)

Legal: _____

City State

Fiscal: _____
Approval as to Availability of Funds

By: _____
Florida Licensed Insurance Agent or Date
Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent Date

Contract No: ARR35
Financial Project No(s): 409057-2-78-02
Project Description: Turf and Landscape Maintenance Joint Participation Agreement -
City of Miami Gardens

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: City of Miami Gardens

Authorized Signature: _____

Title: _____

Date: _____



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 14, 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	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>		
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A		
Sponsor Name:	Cameron Benson, City Manager		Department:	<i>Office of the City Manager</i>		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, THAT CERTAIN FIRST AMENDMENT TO THE NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT AGREEMENT WITH WALMART, ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

In 2005, the Morton Family and Walmart Stores East, LP (Walmart) entered into a Non-Exclusive Reciprocal Access Easement Agreement (RAEA) (Exhibit A). In 2009, the City purchased the Morton Tract totaling approximately 40 acres from Cornerstone CW LLC. In 2015, entered into a Purchase Sale Agreement with Anston Capital to purchase and develop 35 acres located on 27th Avenue between 187th Street and 192nd Street.

Current

The buyers are proposing a development to include retail, entertainment, restaurants, and hotels. RAEA Item 2.2 currently requires three and one-half (3 ½) parking spaces for every one thousand (1,000) square feet of retail and/or commercial improvements which exist on the Morton Tract. The current parking ratio does not contemplate hotel uses. Walmart has agreed to amend the RAEA to provide for a ratio of one (1) parking space per hotel lodging room.

The City Manager is requesting authorization to execute the First Amendment to Non-Exclusive Reciprocal Access Easement Agreement with Walmart (Exhibit B).

Fiscal Impact

- There is no fiscal impact to the City.

Proposed Action:

It is recommended the City Council approve the attached resolution authorizing the City Manager to execute the Non-Exclusive Reciprocal Access Easement Agreement.

Attachment:

- Exhibit “A” – Non-Exclusive Reciprocal Access Easement Agreement
 - Exhibit “B” – First Amendment to Non-Exclusive Reciprocal Access Easement Agreement
-

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, THAT CERTAIN FIRST AMENDMENT TO THE NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT AGREEMENT WITH WALMART, ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2005, the Morton Family and Walmart Stores East, LP (Walmart) entered into a Non-Exclusive Reciprocal Access Easement Agreement (RAEA) (Exhibit A), and

WHEREAS, in 2009, the City purchased the Morton Tract totaling approximately 40 acres from Cornerstone CW LLC, and

WHEREAS, in 2015, the City entered into a Purchase Sale Agreement with Anston Capital to purchase and develop 35 acres located on 27th Avenue between 187th Street and 192nd Street, and

WHEREAS, the buyers are proposing a development to include retail, entertainment, restaurants, and hotels, and

WHEREAS, the RAEA currently requires three and one-half (3 ½) parking spaces for every one thousand (1,000) square feet of retail and/or commercial improvements which exist on the Morton Tract, and

WHEREAS, the current parking ratio does not contemplate hotel uses, and

WHEREAS, Walmart has agreed to amend the RAEA to provide for a ratio of one (1) parking space per hotel lodging room, and

WHEREAS, City staff it is recommending that the City Council agree to an amended Non-Exclusive Reciprocal Access Easement Agreement,

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

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

37 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
38 hereby authorizes the City Manager and the City Clerk to execute and attest, that
39 certain First Amendment to the Non-Exclusive Reciprocal Access Easement Agreement
40 with Walmart, attached hereto as Exhibit "B".

41 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
42 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
43 be maintained by the City, and one to be delivered to Walmart Stores East, LP.

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

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

48

49

50

51

52

53

ATTEST:

54

55

56

57

RONETTA TAYLOR, MMC, CITY CLERK

58

59

60

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

61

62

63 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

64

65 Moved by: _____

66

67 **VOTE:** _____

68

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

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

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

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

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

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

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

76

43278
RETURN TO:
First American Title Ins. Co.
25400 US 19 N, Suite 135
Clearwater, FL 33763

CFN 2005R0717074
OR Bk 23560 Pgs 0701 - 7251 (25pgs)
RECORDED 07/12/2005 09:20:04
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Return to: (enclose self-addressed stamped envelope)

Name:
John L. Shiekman, Esquire

Address:
Ruden, McClosky, Smith, Schuster & Russell, P.A.
200 East Broward Boulevard
Ft. Lauderdale, Florida 33301

This Instrument Prepared by:
John L. Shiekman, Esquire
Ruden, McClosky, Smith, Schuster & Russell, P.A.
200 East Broward Boulevard
Ft. Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT AGREEMENT (this "Easement Agreement"), is made this 29th day of June, 2005, by and between the LOTTIE MORTON GROUP, as to an undivided fifty percent (50%) interest, comprised of DAVID MORTON and PETER MORTON, in their capacity as Co-Personal Representatives of the Estate of Lottie Morton, DAVID MORTON, individually, and PETER MORTON, as Trustee of the PETER M. MORTON REVOCABLE LIVING TRUST under Agreement dated March 15, 1999 (collectively, the "Lottie Morton Group"); and the RICHARD MORTON GROUP, as to an undivided fifty percent (50%) interest, comprised of RICHARD MORTON, individually, and RICHARD MORTON, as Trustee of five (5) separate Trusts under the Last Will and Testament of Lawrence Morton, deceased, which said Trusts are respectively for the benefit of CINDY BETH MORTON, JAMES ANDREW MORTON, ALEXANDRA MORTON, EDEN MORTON THIBEAULT and ADAM MORTON and STADIUM SOUTH PROPERTIES, LLC, a Florida limited liability company (collectively, the "Richard Morton Group") (the Lottie Morton Group and the Richard Morton Group are sometimes hereinafter collectively referred to as "Morton") and WAL-MART STORES EAST, LP, a Delaware limited partnership ("Wal-Mart").

WITNESSETH:

WHEREAS, Wal-Mart is the fee title owner of certain real property situate in Miami-Dade County, Florida, which is more particularly described in the legal description attached hereto and made a part hereof as Exhibit A (the "Wal-Mart Tract"); and

FTL:1469024:1

Miami Gardens, FL (ProPlayer) - Non-Exclusive Reciprocal Access Easement Agreement
Store #3311400
June 24, 2005

WHEREAS, Morton is the fee title owner of certain real property located adjacent to the Wal-Mart Tract, which is more particularly described in the legal description and attached hereto and made a part hereof as Exhibit B (the "Morton Tract"); and

WHEREAS, Wal-Mart and Morton desire to grant one to the other a perpetual non-exclusive reciprocal vehicular ingress, egress and access easement in, on, over, across and upon the roads and driveways now or hereafter constructed on the Wal-Mart Tract and the Morton Tract (individually a "Tract" or collectively "Tracts").

NOW, THEREFORE, for an in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, do hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Easements.

2.1 Grant of Access Easement. Wal-Mart and Morton, as grantor and grantee, do hereby grant and convey one to the other and their respective successors and assigns, a perpetual irrevocable, non-exclusive, reciprocal easement in, on, over, across and upon the roads and driveways now or hereafter constructed upon the Wal-Mart Tract and the Morton Tract ("Easement Area") for ingress and egress of vehicular traffic to and from the Wal-Mart Tract and the Morton Tract on the terms and conditions set forth herein (the "Access Easement").

2.2 Parking. Notwithstanding anything contained herein to the contrary, the Access Easement granted by the parties in Paragraph 2.1 above shall not include a right for either party, or their respective invitees and permittees to (a) use vehicular parking on the other party's Tract or (b) use the right of access to comply with any applicable building and zoning codes with respect to governmental requirements to provide and maintain adequate parking for either the Wal-Mart Tract or the Morton Tract. Morton further covenants that in the event that commercial and/or retail improvements shall be constructed on the Morton Tract, there shall always be maintained at least the amount of parking spaces required by applicable law, but in no event less than three and one-half (3-1/2) parking spaces for every one thousand (1,000) square feet of such retail and/or commercial improvements which exist on the Morton Tract. This restriction shall not apply to office improvements which may be constructed on the portion of the Morton Tract labeled as "Sketch of the Proposed Home Depot Boundary" on Exhibit B attached hereto.

3. Easement Terms.

3.1 Construction of Roads and Driveways. Wal-Mart and Morton agree, at their respective sole cost and expense, to construct such roads and driveways within the Easement Area located on their respective properties in accordance with applicable codes, governmental rules, regulations and standards for roads and driveways in Miami-Dade County, Florida.

FTL:1469024:3

3.2 Relocation of Easement Area. The parties acknowledge that each shall have the right to alter the configuration of the Easement Area located on its Tract at any time and from time to time, in their sole and absolute discretion and at their respective sole cost and expense.

3.3 Maintenance. Each of the parties, at their respective sole cost and expense, shall maintain the Easement Area located on their respective Tracts in a state of good repair at all times during the term of this Easement Agreement, including without limitation, all cleaning, re-surfacing, replacing, striping, repairing of pavement and curbing and replacing of directional signs so that the improvements shall at all times meet the standards used in first class shopping centers in the Miami-Dade County area.

3.4 Obstructions. Except as provided below, during the term of this Easement Agreement, the parties shall not construct any improvements on the Easement Area or their respective properties other than roadway pavement, and adjacent curbs, berms, landscaping, dividers, medians, signage and any other improvements required by applicable governmental authorities in connection with the development of each party's Tract. Notwithstanding the foregoing, each party may install, maintain, operate, repair, replace and/or remove any utility lines, sanitary and storm sewer lines, light poles for street lighting, signage and other similar improvements currently located in, or to be located in, the Easement Area on its Tract; provided any such improvements do not obstruct or otherwise interfere with the other party's unobstructed and continuous use of the Easement Area as an access roadway.

3.5 Traffic Control - Temporary and Partial Closure. In connection with the Easement Area and the construction and maintenance of improvements situated within the Easement Area, the parties may temporarily close portions of the roadways or driveways contained in the Easement Area on their respective properties; provided, however, that the work shall be accomplished with diligence and continuity and with adequate traffic control so as to keep any interruptions to a minimum. No party may perform elective construction or maintenance within the Easement Area which would temporarily close portions of the roadways or driveways contained within the Easement Area during the months of November and December.

3.6 Liability Insurance. During the term of this Easement Agreement, the parties shall maintain public liability and property damage insurance with contractual indemnity coverages, if available, insuring against all of their respective liabilities and all of the liabilities of their respective invitees, employees, customers or agents, arising out of the use of the Easement Area. Each policy shall name the other party and its mortgagees, if any, as additional named insureds. Morton shall require its general contractor to furnish satisfactory evidence of statutory worker's compensation insurance, commercial general liability insurance, Builder's Risk and comprehensive automobile liability insurance and such insurance shall name Wal-Mart as an additional insured. Each party shall provide the other with a certificate from an insurer licensed to do business in the State of Florida (a) evidencing that the policies described herein are in full force and effect; and (b) providing that unless the parties who are named as additional insureds shall have been given thirty (30) days advance written notice, such insurance policy shall not be cancelled and shall continue in full force and effect. Notwithstanding the foregoing,

FTL:1469024:1

during such periods in which Wal-Mart or any other owner has a net worth of at least ONE HUNDRED MILLION DOLLARS (\$100,000,000), Wal-Mart or such other owner may self-insure against such risks.

3.7 Indemnity. If the parties are unable to obtain contractual indemnity coverage under the liability policy described in Paragraph 3.6 hereof, each party, respectively, hereby indemnifies and holds harmless the other party, their respective successors and assigns, from and against any and all loss, cost, expense, damage, claim, cause of action or liability, including, but not limited to, reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings, resulting from or in any way related to a party's use of the Easement Area.

3.8 Taxes. Each party, respectively, shall pay all real estate taxes, special and general assessments, and other governmental impositions and charges of every kind and nature whatsoever levied and assessed against its Tract located within the Easement Area.

3.9 Limitation. In the event any portion of the Morton Tract shall be zoned and used for residential purposes, this Easement shall not be applicable to such portion of the Morton Tract.

4. Miscellaneous.

4.1 No Dedication. This Easement Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use and the parties may, by mutual agreement, terminate or modify their respective rights and obligations hereunder without the consent of any governmental authority or agency.

4.2 Agreement. This Easement Agreement embodies and constitutes the entire understanding between the parties with respect to the Easement contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Easement Agreement.

4.3 Amendments. Neither this Easement Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by both the parties or their respective successors and/or assigns.

4.4 Notices. If a party desires to give notice hereunder to the other, such notice shall be in writing and addressed to the party for whom it is intended at the address shown below. The notice may be deposited in the United States mail, certified or registered mail, return receipt requested with postage prepaid, sent by Federal Express or comparable overnight mail service. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice.

If to Morton:

David Morton
1233 Gulfstream Avenue North, #604
Sarasota, Florida 34236

FTL:1469024:1

4

Miami Gardens, FL (ProPlayer) - Non-Exclusive Reciprocal Access Easement Agreement
Store #3311-00
June 24, 2005

EXHIBIT "A"

Legal Description

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF TRACTS 9, 10, 11, 12, 13, 16, 33, 34, 35, 36 AND ALL OF TRACTS 14 AND 15 OF "MIAMI GARDENS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING LOCATED WITHIN SECTION 3, TOWNSHIP 52 SOUTH, RANGE 41 EAST OF THE TALLAHASSEE BASE MERIDIAN, MIAMI-DADE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 3;

THENCE BEARING SOUTH 02DEG.46'26" EAST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 293.21 FEET;

THENCE, LEAVING SAID WEST LINE, BEARING NORTH 87DEG.13'34" EAST, A DISTANCE OF 79.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTHWEST 27TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 13023, PAGE 3408, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, LEAVING SAID EAST RIGHT OF WAY LINE, BEARING SOUTH 58DEG.30'39" EAST, A DISTANCE OF 8.10 FEET TO A POINT;

THENCE, BEARING NORTH 87DEG.14'17" EAST, A DISTANCE OF 172.85 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF 49DEG.10'44", A CHORD LENGTH OF 28.55 FEET BEARING NORTH 42DEG.54'59" EAST;

THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.44 FEET TO A POINT;

THENCE, BEARING NORTH 02DEG.45'28" WEST, A DISTANCE OF 195.79 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 26.83 FEET, A CENTRAL ANGLE OF 11DEG.04'22", A CHORD LENGTH OF 5.18 FEET BEARING NORTH 29DEG.35'34" WEST;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.19 FEET TO A POINT;

SAID POINT BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NW 199TH STREET, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,848.58 FEET; A CENTRAL ANGLE OF 08DEG.54'05", A CHORD LENGTH OF 286.91 FEET BEARING SOUTH 80DEG.25'50" EAST;

THENCE, EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 287.20 FEET TO A POINT;

FTL:1472240:1

THENCE, BEARING SOUTH 75DEG.58'48" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 451.27 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 6,924.43 FEET, A CENTRAL ANGLE OF 01DEG.38'47", A CHORD LENGTH OF 198.97 FEET BEARING SOUTH 76DEG.48'11" EAST;

THENCE, EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 198.98 FEET TO A POINT;

THENCE, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, BEARING SOUTH 02DEG.45'15" EAST, A DISTANCE OF 1,137.50 FEET TO A POINT;

THENCE, BEARING SOUTH 87DEG.14'45" WEST, A DISTANCE OF 1,114.10 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF NORTHWEST 27TH AVENUE;

THENCE, BEARING NORTH 02DEG.46'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 760.96 FEET TO A POINT;

THENCE, BEARING NORTH 11DEG.48'01" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 51.66 FEET TO A POINT;

THENCE, BEARING NORTH 02DEG.46'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 356.87 FEET TO THE POINT OF BEGINNING.

FTL:1472240:1

S:\PROPLAVER\home depot\survey\LLS.dwg, Model, 8/12/2004 12:08:04 PM, Kurt Stalling

EXHIBIT B

**LEGAL DESCRIPTION
BY SURVEYOR**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN A PORTION OF TRACTS 33, 34, 35, 36, 37, 38, 39 AND 40 OF "MIAMI GARDENS" ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 89 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 41 EAST OF THE TALLAHASSEE BASE MERIDIAN OF SAID COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 3,

THENCE BEARING SOUTH 02°46'26" EAST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 1491.02 FEET TO A POINT;

THENCE LEAVING SAID WEST LINE BEARING NORTH 87°14'43" EAST, A DISTANCE OF 64.00 FEET TO A POINT LYING ON THE EASTERN RIGHT OF WAY LINE OF N.W. 27TH AVENUE, SAID POINT ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREBY DESCRIBED PARCEL;

THENCE LEAVING SAID RIGHT OF WAY LINE, CONTINUE BEARING NORTH 87°14'43" EAST, A DISTANCE OF 3,113.89 FEET TO A POINT;

THENCE BEARING SOUTH 02°45'15" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 738.45 FEET TO A POINT ON THE WESTERLY LINE OF TRACT D, DOLPHIN CENTER - STADIUM SITE PLAT BOOK 129, PAGE 91, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

THENCE LEAVING SAID WESTERLY LINE, BEARING SOUTH 87°14'37" WEST, A DISTANCE OF 504.45 FEET TO A POINT;

THENCE BEARING NORTH 87°47'25" WEST, A DISTANCE OF 129.88 FEET TO A POINT;

THENCE BEARING SOUTH 87°14'15" WEST, A DISTANCE OF 484.42 FEET TO A POINT ON AFORESAID EASTERLY RIGHT OF WAY LINE;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, BEARING NORTH 02°46'26" WEST, A DISTANCE OF 721.09 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 812,946.74 SQUARE FEET OR 18.67 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

SURVEYORS NOTES

- 1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
- 2) REFER TO THE BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY WILLY-MORN AND ASSOCIATES, INC., DATED JULY 4, 2003 PROJECT NUMBER 047253079, FIELD BOOK 250, PAGES 1-27.
- 3) THE BEARING BASE FOR THIS SURVEY IS ASSUMED ON THE WEST LINE OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 41 EAST, BEARING S02°46'26"E.
- 4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

	LEGAL DESCRIPTION OF THE PROPOSED HOME DEPOT BOUNDARY
	SECTION 4, TOWNSHIP 22 SOUTH, RANGE 41 EAST MIAMI-DADE COUNTY, FLORIDA
DATE: 08/12/04 SHEET: 24 OF 24	SURVEYOR: KURT STALLING LICENSE NO. 172-000-200 EXPIRES: 08/31/05

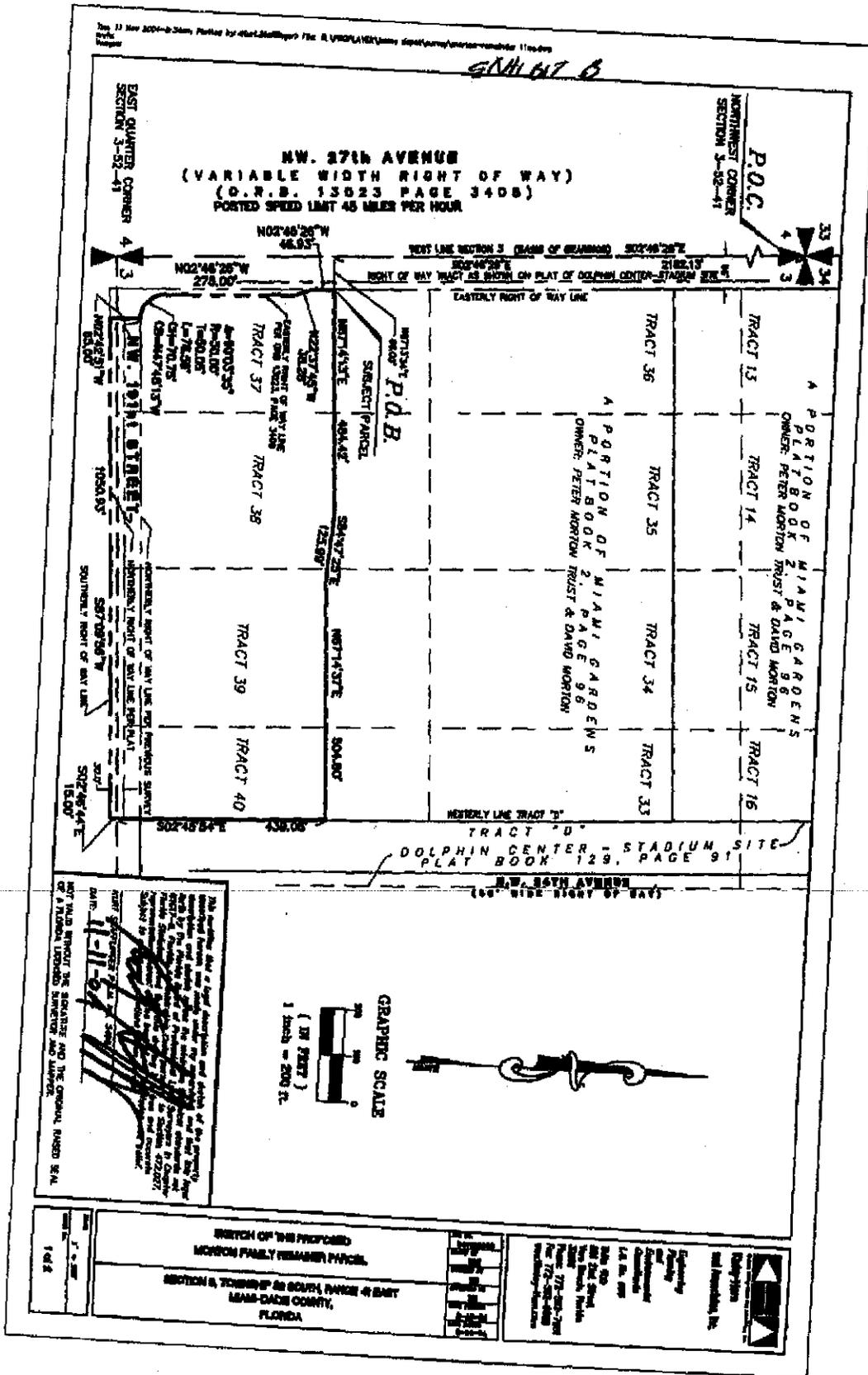


EXHIBIT A

**LEGAL DESCRIPTION
BY SURVEYOR**

ALL THAT CERTAIN PEGGED PARCELS OR TRACTS OF LAND STATE, LYING AND BEING IN A PORTION OF TRACTS 37, 38, 39 AND 40 OF THE FIRST SECTION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 88 OF THE PUBLIC RECORDS OF FLORIDA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 3.
THENCE BEARING SOUTH 02°46'28" EAST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 210.13 FEET TO A POINT;

THENCE, LEAVING SAID WEST LINE, BEARING NORTH 87°53'41" EAST, A DISTANCE OF 64.00 FEET TO A POINT LYING ON THE EASTERN RIGHT OF WAY LINE OF N.W. 27TH AVENUE, SAID POINT ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREBY DESCRIBED PARCEL;

THENCE, LEAVING SAID EASTERN RIGHT OF WAY LINE, BEARING NORTH 87°41'53" EAST, A DISTANCE OF 464.42 FEET TO A POINT;

THENCE, BEARING SOUTH 84°47'25" EAST, A DISTANCE OF 128.99 FEET TO A POINT;

THENCE, BEARING NORTH 87°14'37" EAST, A DISTANCE OF 504.80 FEET TO A POINT, ON THE WESTERN LINE TRACT OF DOLPHIN CENTER - STADIUM SITE PG 128, PG 91;

THENCE, BEARING SOUTH 02°46'44" EAST, ALONG SAID WESTERN LINE, A DISTANCE OF 439.00 FEET TO A POINT, ON THE SOUTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3;

THENCE, BEARING SOUTH 02°46'44" EAST, ALONG SAID WESTERN LINE, A DISTANCE OF 13.00 FEET TO A POINT, ON THE SOUTHERLY RIGHT OF WAY LINE OF N.W. 191ST STREET;

THENCE, BEARING NORTH 22°37'45" WEST, ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 382.89 FEET TO A POINT;

THENCE, BEARING NORTH 02°46'28" WEST, ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS CONTAIN AN AREA OF CONTAINING 907,108 SQUARE FEET OR 11,642 ACRES, MORE OR LESS, SUBJECT TO ADDITIONAL RIGHT OF WAY TAKINGS FOR AIR, 27TH AVE. AND N.W. 191 ST STREET AND ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

THENCE, NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 74.59 FEET TO A POINT;

THENCE, BEARING NORTH 02°46'28" WEST, ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 274.00 FEET TO A POINT;

THENCE, BEARING NORTH 22°37'45" WEST, ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 382.89 FEET TO A POINT;

THENCE, BEARING NORTH 02°46'28" WEST, ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

- SURVEYORS' NOTES**
- 1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
 - 2) REFER TO THE BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY KULLY-HORN AND ASSOCIATES, INC., DATED JULY 8, 2000 PROJECT NUMBER 047253379, FIELD BOOK 220, PAGES 1-27.
 - 3) THE BEARING BASE FOR THIS SURVEY IS ASSUMED ON THE WEST LINE OF SECTION 3, TOWNSHIP 52 SOUTH, RANGE 41 EAST, BEARING S02°46'28"E.
 - 4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

LEGEND

---	RIGHT OF WAY LINE
---	PROPERTY LINE
---	POINT OF COMMENCEMENT
---	POINT OF BEGINNING
---	SECTION
---	TWP
---	RANGE
---	PROFESSIONAL SURVEYOR AND MAPPER
---	OFFICIAL RECORDS BOOK
---	PAGE
---	CENTRAL ANGLE
---	RADIUS
---	TANGENT
---	LENGTH
---	CHORD
---	CHORD BEARING

LEGAL DESCRIPTION OF THE PROPOSED MORROW FAMILY REMAINDER PARCEL

SECTION 8, TOWNSHIP 52 SOUTH, RANGE 41 EAST, HILLSBORO COUNTY, FLORIDA

Surveyor: [Name]

Map No. 000

Scale: 1" = 100'

Date: 7/20/2000

Book: 23560

Page: 725

S:\PROPLAYER\home depot\survey\LAS.dwg, Model, 8/12/2004 12:08:17 PM,
 KURT.SCHMIDT

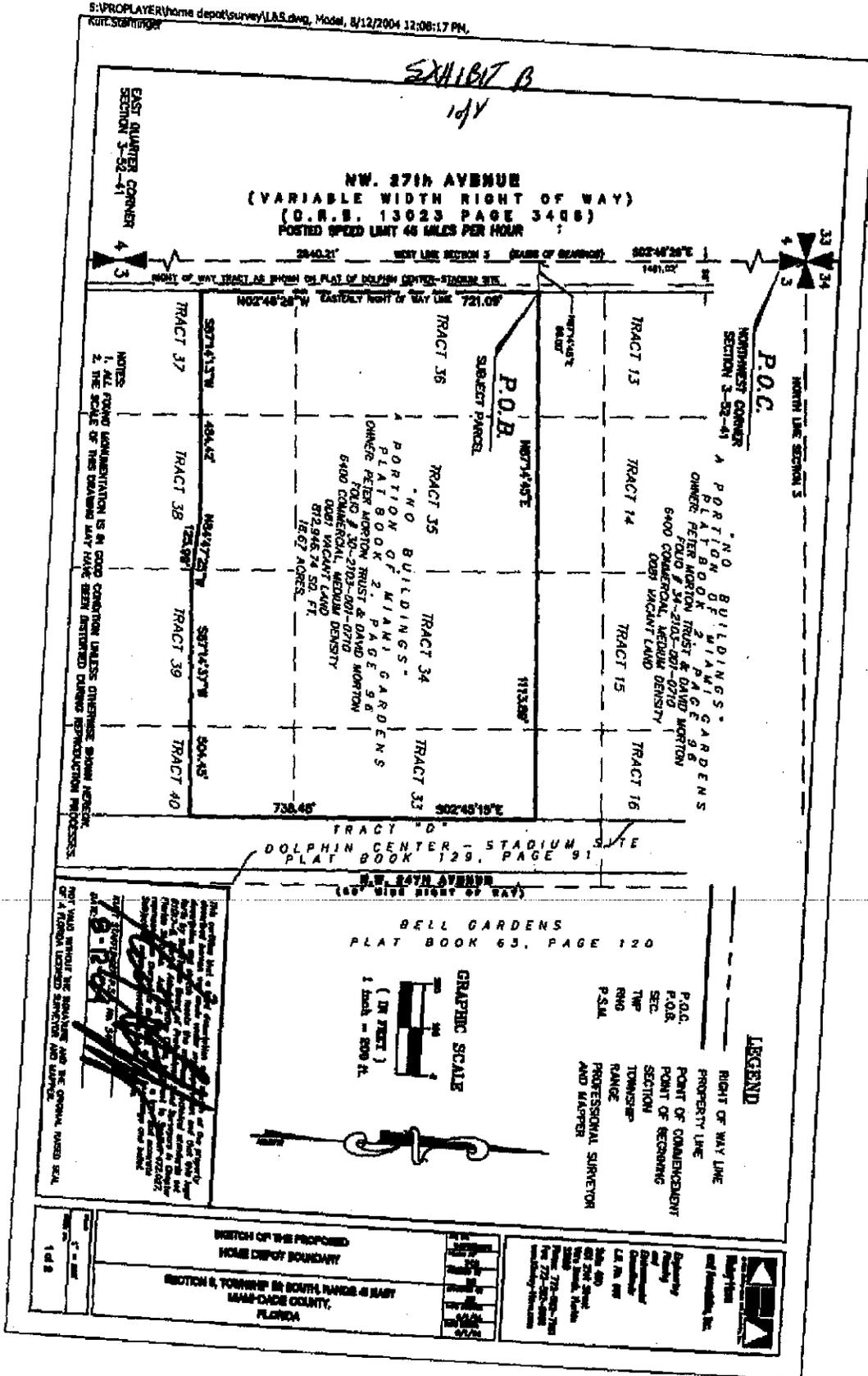


EXHIBIT B
TO NON-EXCLUSIVE, RECIPROCAL ACCESS EASEMENT AGREEMENT

MORTON TRACT

FTL:1469024:2

19

Miami Gardens, FL (ProPlayer) – Non-Exclusive Reciprocal Access Easement Agreement
Store #3311-00
June 24, 2005

This document prepared by:

Wal-Mart Real Estate Business Trust
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-5535
Attn: Eneida Boniche Silcott - Associate General Counsel

**FIRST AMENDMENT TO NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT
AGREEMENT**

THIS ___ FIRST AMENDMENT TO NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT AGREEMENT (this "Amendment") is made effective as of the ___ day of _____, 201_, by and between WAL-MART STORES EAST, LP, a Delaware limited partnership, having an office at 2001 S.E. Tenth Street, Bentonville, Arkansas 72716-0550 (hereinafter "Walmart") and _____, a _____, with a mailing address of _____ (collectively, hereinafter the "Parties").

WITNESSETH:

WHEREAS, the Parties, or their predecessors in interest, entered into that certain Non-Exclusive Reciprocal Access Easement Agreement dated June 29, 2005, recorded in Deed Book 23560, Page 0701, in the Clerk and Recorder's Office of Miami-Dade County, Florida ("Easement");

WHEREAS, pursuant to paragraph 4.3 of the Easement, the Easement shall only be amended by the mutual written agreement of the Parties; and

WHEREAS, the Parties desire to amend the Easement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sum of Ten and 00/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms.** The Recitals above are hereby incorporated into and made a part of this Amendment. Any capitalized terms not specifically defined herein shall have the same meaning as set forth in the Easement.
2. **Amendment.** Paragraph 2.2 of the Easement is hereby amended to add the following language to the end of said paragraph:

Notwithstanding the foregoing, in the event that hotel or motel improvements shall be constructed on the Morton Tract, there shall always be maintained at least enough

parking spaces to satisfy a ratio of one (1) parking space per hotel or motel lodging room.

3. Miscellaneous.

(a) If any term, covenant or condition of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment shall not be affected, and each and every remaining term, covenant or condition of this Amendment shall be valid and enforced to the fullest extent permitted by law.

(b) This Amendment shall be construed in accordance with the laws of the State of Florida.

(c) All terms and conditions of the Easement not amended pursuant to this Amendment are hereby ratified and confirmed and shall remain in full force and effect. In the event of any inconsistency between this Amendment and the Easement, the terms of this Amendment shall control.

(d) This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

(e) This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Amendment. Facsimile and email signatures shall be deemed valid on all documents related to this Amendment.

(f) The Parties represent and warrant that each has the authority and right to enter into this Amendment without the consent, approval or joinder of any party, and, if such consent is required, such consent has been obtained. Each person executing this Amendment is fully authorized and empowered to do so.

{signature pages to follow...}

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered under seal as of the date first above written.

**REQUESTING PARTY,
Requestor's entity info**

**WAL-MART STORES EAST, LP
, a Delaware limited partnership**

By: _____

By: 

Printed Name: _____

B.A. Glass

Name: _____

Title: _____

Title: Senior Manager II

STATE OF ARKANSAS

)

ACKNOWLEDGMENT

)

COUNTY OF BENTON

)

I, the undersigned Notary Public, do hereby certify that B.A. Glass the Senior Manager II of Wal-Mart Stores East, LP, a Delaware limited partnership, appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 21st day of September, 2015.

RONDA GAIL CARROLL
BENTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires June 3, 2022
Commission No. 12388316

Ronda Gail Carroll
Notary Public for the State of Arkansas
My Commission expires: 06-03-22
[SEAL]

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that
_____ the _____ of
_____, a _____, appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day of _____, 201__.

Notary Public for the State of _____

My Commission expires: _____

[SEAL]

Exhibit "A"
LEGAL DESCRIPTIONS

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF TRACTS 9, 10, 11, 12, 13, 16, 33, 34, 35, 36 AND ALL OF TRACTS 14 AND 15 OF "MIAMI GARDENS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING LOCATED WITHIN SECTION 3, TOWNSHIP 52 SOUTH, RANGE 41 EAST OF THE TALLAHASSEE BASE MERIDIAN, MIAMI-DADE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 3;

THENCE, BEARING SOUTH 02°46'26" EAST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 293.21 FEET;

THENCE, LEAVING SAID WEST LINE, BEARING NORTH 87°13'34" EAST, A DISTANCE OF 79.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTHWEST 27th AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 13023, PAGE 3408, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, LEAVING SAID EAST RIGHT OF WAY LINE, BEARING SOUTH 58°39'39" EAST, A DISTANCE OF 8.10 FEET TO A POINT;

THENCE, BEARING NORTH 87°14'17" EAST, A DISTANCE OF 172.85 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF 49°10'44", A CHORD LENGTH OF 28.55 FEET BEARING NORTH 42°54'59" EAST;

THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.44 FEET TO A POINT;

THENCE, BEARING NORTH 02°45'28" WEST, A DISTANCE OF 195.79 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 26.83 FEET, A CENTRAL ANGLE OF 11°04'22", A CHORD LENGTH OF 5.18 FEET BEARING NORTH 29°35'34" WEST;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.19 FEET TO A POINT;

SAID POINT BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NW 199th STREET, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,848.58 FEET, A CENTRAL ANGLE OF 08°55'40", A CHORD LENGTH OF 287.75 FEET BEARING SOUTH 80°23'03" EAST;

THENCE, EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 288.04 FEET TO A POINT;

THENCE, BEARING SOUTH 75°58'48" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 450.43 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 6,924.43 FEET, A CENTRAL ANGLE OF 01°38'47", A CHORD LENGTH OF 198.97 FEET BEARING SOUTH 76°48'11" EAST;

THENCE, EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 198.98 FEET TO A POINT;

THENCE, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, BEARING SOUTH 02°45'54" EAST, A DISTANCE OF 1,137.50 FEET TO A POINT;

THENCE, BEARING SOUTH 87°14'45" WEST, A DISTANCE OF 1,114.10 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF NORTHWEST 27th AVENUE;

THENCE, BEARING NORTH 02°46'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 760.96 FEET TO A POINT;

THENCE, BEARING NORTH 11°48'01" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 51.66 FEET TO A POINT;

THENCE, BEARING NORTH 02°46'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 356.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS NOW SUBSTITUTED IN DECLARATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 23560, AT PAGE 651, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS THE NEW SUBSTITUTED EXHIBIT B IN SAID AGREEMENT.

**LEGAL DESCRIPTION
BY SURVEYOR**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN A PORTION OF TRACTS 23, 24, 25, 26, 27, 28, 29 AND 40 OF "MILL GARDENS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 24 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 52 SOUTH, RANGE 41 EAST OF THE TALLAHASSEE BASE MERIDIAN OF SAID MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 3,

THENCE, BEARING SOUTH 02°46'28" EAST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 1461.02 FEET TO A POINT;

THENCE, LEAVING SAID WEST LINE, BEARING NORTH 87°44'45" EAST, A DISTANCE OF 66.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 27TH AVENUE, SAID POINT ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, LEAVING SAID RIGHT OF WAY LINE, CONTINUE BEARING NORTH 87°44'45" EAST, A DISTANCE OF 1,111.89 FEET TO A POINT;

THENCE, BEARING SOUTH 02°46'28" EAST, ALONG SAID WESTERNLY LINE, A DISTANCE OF 728.45 FEET TO A POINT ON THE WESTERNLY LINE OF TRACT B, BOURN CENTER - STADIUM SITE, PLAT BOOK 129, PAGE 91, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

THENCE, LEAVING SAID WESTERNLY LINE, BEARING SOUTH 87°43'37" WEST, A DISTANCE OF 308.45 FEET TO A POINT;

THENCE, BEARING NORTH 87°47'25" WEST, A DISTANCE OF 123.99 FEET TO A POINT;

THENCE, BEARING SOUTH 87°41'13" WEST, A DISTANCE OF 464.42 FEET TO A POINT ON AFORESAID EASTERLY RIGHT OF WAY LINE;

THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, BEARING NORTH 02°48'28" WEST, A DISTANCE OF 721.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 812,848.76 SQUARE FEET OR 18.62 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

SURVEYORS NOTES

- 1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRADEMENT SURVEY.
- 2) REFER TO THE BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC., DATED JULY 8, 2003 PROJECT NUMBER 047233378, FIELD BOOK 250, PAGES 1--21.
- 3) THE BEARING BASE FOR THIS SURVEY IS ASSUMED ON THE WEST LINE OF SECTION 3, TOWNSHIP 52 SOUTH, RANGE 41 EAST, BEARING S02°46'28"E.
- 4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

LEGAL DESCRIPTION BY SURVEYOR

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SHOWN LYING AND BEING IN A PORTION OF TRACT 37, 38, 39 AND 40 OF "MAAM CARRIERS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 96 OF THE PUBLIC RECORDS OF MAAM-DARE COUNTY, FLORIDA, LYING IN SECTION 2, TOWNSHIP 32 SOUTH, RANGE 41 EAST OF THE TALLAHASSEE BASE MERIDIAN OF SAID MAAM-DARE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 2;

THENCE, BEARING SOUTH 07°48'29" EAST, ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 2182.13 FEET TO A POINT;

THENCE, LEAVING SAID WEST LINE, BEARING NORTH 07°15'56" EAST, A DISTANCE OF 98.00 FEET TO A POINT LYING ON THE EASTERN RIGHT OF WAY LINE OF N.W. 27TH AVENUE, SAID POINT ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, LEAVING SAID EASTERN RIGHT OF WAY LINE, BEARING NORTH 07°14'15" EAST, A DISTANCE OF 454.42 FEET TO A POINT;

THENCE, BEARING SOUTH 84°47'29" EAST, A DISTANCE OF 125.98 FEET TO A POINT;

THENCE, BEARING NORTH 87°15'57" EAST, A DISTANCE OF 50.00 FEET TO A POINT, ON THE WESTERN LINE TRACT "D" DOUGLASS CENTER - STAIRS SITE PB 128, PG 311;

THENCE, BEARING SOUTH 07°48'29" EAST, ALONG SAID WESTERN LINE, A DISTANCE OF 428.00 FEET TO A POINT, ON THE SOUTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2;

THENCE, BEARING SOUTH 02°48'14" EAST, ALONG SAID WESTERN LINE, A DISTANCE OF 15.00 FEET TO A POINT, ON THE SOUTHERLY RIGHT OF WAY LINE OF N.W. 191ST STREET;

THENCE, LEAVING SAID WEST LINE, BEARING SOUTH 87°08'56" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1825.13 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF A NON-TOWNSHIP DRIVE CONVEYED NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 80°15'15", A CHORD LENGTH OF 20.75 FEET BEARING NORTH 47°41'15" WEST; OF MAAM DARE COUNTY, FLORIDA;

THENCE, LEAVING SAID SOUTH RIGHT OF WAY LINE, BEARING NORTH 02°15'15" WEST, ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 83.00 FEET TO A POINT, SAID POINT BEING THE

THENCE, NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 78.29 FEET TO A POINT;

THENCE, BEARING NORTH 02°48'29" WEST, ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 273.00 FEET TO A POINT;

THENCE, BEARING NORTH 22°17'45" WEST, ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 34.29 FEET TO A POINT;

THENCE, BEARING NORTH 02°48'29" WEST, ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 46.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF CONTAINING 507.09 SQUARE FEET OR 11.642 ACRES, MORE OR LESS SUBJECT TO ADDITIONAL RIGHT OF WAY EASEMENTS FROM N.W. 27TH AVE. AND N.W. 191 ST STREET AND ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

LEGEND

---	RIGHT OF WAY LINE
---	PROPERTY LINE
---	POINT OF COMMENCEMENT
P.O.C.	POINT OF BEGINNING
SEC.	SECTION
TWP.	TOWNSHIP
RANG.	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
ORF	OFFICIAL RECORDS BOOK
PG	PAGE
A	CENTRAL ANGLE
R	RADIUS
T	TANGENT
L	LENGTH
CH	CHORD
CB	CHORD BEARING

- 1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY REINFORCEMENT SURVEY.
- 2) REFER TO THE BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY KALEY-HORN AND ASSOCIATES, INC., DATED JULY 9, 2003 PROJECT NUMBER 047253179, FIELD BOOK 250, PAGES 1-27.
- 3) THE BEARING BASE FOR THIS SURVEY IS ASSUMED ON THE WEST LINE OF SECTION 2, TOWNSHIP 32 SOUTH RANGE 41 EAST, BEARING S02°46'26"E.
- 4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.