



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: December 9, 2015
18605 NW 27th Avenue
Miami Gardens, Florida 33056
Next Regular Meeting Date: January 13, 2016
Phone: (305) 914-9010 **Fax:** (305) 914-9033
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 – November 10, 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 – Amerigroup
- (G) PUBLIC COMMENTS (2 minutes each)**

(H) ORDINANCE(S) FOR FIRST READING:

None

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

I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 22 OF THE MIAMI GARDENS CODE OF ORDINANCES ENTITLED "TAXATION," BY CREATING ARTICLE VII, TO BE ENTITLED "HOMESTEAD EXEMPTION FOR LOW-INCOME SENIOR CITIZENS WHO ARE LONG-TERM RESIDENTS"; PROVIDING FOR AN ADDITIONAL HOMESTEAD EXEMPTION FOR CERTAIN LOW-INCOME QUALIFYING SENIOR CITIZENS WHO ARE LONG-TERM RESIDENTS TO BE APPLIED TO MILLAGE RATES LEVIED BY THE CITY OF MIAMI GARDENS; REQUIRING A MAJORITY PLUS ONE VOTE OF THE MEMBERS OF THE CITY COUNCIL; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT) (1st Reading – November 10, 2015)

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

(K) CONSENT AGENDA:

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 93 ESTABLISHING GUIDELINES FOR LAW ENFORCEMENT AGENCIES TO REQUIRE SPECIFIC INFORMATION IN THEIR POLICES AND PROCEDURES THAT AUTHORIZE USAGE OF BODY CAMERA; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 625 REQUIRING SCHOOL DISTRICTS TO ESTABLISH A SUCCESS CENTER FOR STUDENTS WHO RECEIVE AN OUT-OF-SCHOOL SUSPENSION; PROVIDING FOR REQUIREMENTS FOR SUCCESS CENTERS AND FOR TEACHERS AND OTHER EDUCATIONAL SPECIALISTS WHO ARE ASSIGNED TO SUCCESS CENTERS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

(SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

- K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA DIRECTING THAT THE CITY MANAGER TAKE ALL STEPS NECESSARY FOR THE CITY TO HOST THE 2ND ANNUAL “MIAMI GARDENS WINE AND FOOD EXPERIENCE” IN THE FALL OF 2016, INCLUDING THE HIRING OF NECESSARY PROFESSIONALS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)
- K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING THE WEEK OF FEBRUARY 8-13, 2016, AS FLORIDA MEMORIAL UNIVERSITY HOMECOMING WEEK; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE LAUNCH OF THE CITY OF MIAMI GARDENS “GRIO” RADIO STATION WITH LIVE 365; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO LAUNCH THE MIAMI GARDENS “GRIO” RADIO STATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (COUNCILMAN ERHABOR IGHODARO)
- K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REAPPOINTING JEFF CAZEAU AS LEGAL ADVISOR TO THE UNSAFE STRUCTURES BOARD FOR A TWO (2) YEAR TEAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)
- K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD NO. 4 FOR PUBLIC WORKS SERVICES, IN THE AMOUNT OF NINETY-NINE THOUSAND, SIX HUNDRED NINETY-ONE DOLLARS (\$99,691.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE RENEWAL

AGREEMENTS WITH THE FLORIDA DEPARTMENT OF CORRECTIONS, ON AN AS NEEDED BASIS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE ACCEPTANCE OF FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE EDWARD BYRNE GRANT, IN THE AMOUNT OF TEN THOUSAND, SIX HUNDRED FIFTY-ONE DOLLARS (\$10,651.00) FOR FISCAL YEAR 2016, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING A GRANT OF UP TO FORTY THOUSAND, ONE HUNDRED TWENTY EIGHT DOLLARS (\$40,128.00) FROM THE UNIVERSITY OF SOUTH FLORIDA CENTER FOR URBAN TRANSPORTATION; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN AGREEMENT ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-10) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH SST, INC. FOR THE PURCHASE OF GUNFIRE LOCATION, ALERT AND ANALYSIS SYSTEM FOR THE EXISTING 4.5 SQUARE MILE COVERAGE AREA IN THE CITY, IN THE AMOUNT OF FIVE HUNDRED FORTY THOUSAND DOLLARS (\$540,000.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE PURCHASE OF ADDITIONAL COVERAGE AREAS WITHIN THE CITY

MANAGER'S PURCHASING AUTHORITY; AUTHORIZING THE PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-11) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO EXECUTE DEEDS AND OTHER DOCUMENTS OF CONVEYANCE, AFFIDAVITS, CLOSING STATEMENTS, CORRECTIVE INSTRUMENTS AND ANY OTHER DOCUMENTS THAT MAY BE NECESSARY AND APPROPRIATE TO EFFECTUATE THE SALE AND CONVEYANCE OF THE PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-12) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE AMENDED BOND IMPLEMENTATION PLAN DETAILING SPECIFIC PROJECTS TO BE COMPLETED AT VARIOUS PARK SITES AND CRIME PREVENTION EQUIPMENT TO BE PURCHASED AND INSTALLED THROUGHOUT THE CITY OF MIAMI GARDENS, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE BOND IMPLEMENTATION PLAN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(L) RESOLUTION(S)

QUASI-JUDICIAL ZONING HEARINGS:

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

M-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 34-287 OF THE LAND DEVELOPMENT REGULATIONS TO ADD SECTION 32 TO PERMIT AND REGULATE MOBILE FOOD CARTS IN THE PCD DISTRICT AS OUTLINED ON EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)

M-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY SPIRIT OF CHRIST CENTER & MINISTRIES, INC. FOR THE REZONING OF THAT CERTAIN PROPERTY LOCATED AT 1455 NW 183 STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO, FROM AU, AGRICULTURE TO NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE (SPONSORED BY THE CITY MANAGER)

M-3) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY NEW WAY FELLOWSHIP PRAISE & WORSHIP CHURCH, INC., FOR THE REZONING OF THAT CERTAIN PROPERTY LOCATED AT NW 167TH STREET AND NW 22ND AVENUE , MORE PARTICULARLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO, FROM PLANNED CORRIDOR DEVELOPMENT TO R-1, SINGLE FAMILY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

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

None

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

None

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

P-1) Miami Gardens Police Department Quarterly Report

P-2) City Manager’s Quarterly Report

(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:	December 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
							X
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
					X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>			
				N/A			
Sponsor Name	Oliver Gilbert III, Mayor		Department: City Manager	<i>Office of the Mayor & City Council</i>			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 22 OF THE MIAMI GARDENS CODE OF ORDINANCES ENTITLED "TAXATION," BY CREATING ARTICLE VII, TO BE ENTITLED "HOMESTEAD EXEMPTION FOR LOW-INCOME SENIOR CITIZENS WHO ARE LONG-TERM RESIDENTS"; PROVIDING FOR AN ADDITIONAL HOMESTEAD EXEMPTION FOR CERTAIN LOW-INCOME QUALIFYING SENIOR CITIZENS WHO ARE LONG-TERM RESIDENTS TO BE APPLIED TO MILLAGE RATES LEVIED BY THE CITY OF MIAMI GARDENS; REQUIRING A MAJORITY PLUS ONE VOTE OF THE MEMBERS OF THE CITY COUNCIL; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE;

Item I-1) Public Hearing
Ordinance/ 2nd Reading
Senior Exemption

**PROVIDING FOR INCLUSION IN CODE; PROVIDING AN
EFFECTIVE DATE.**

Staff Summary:

On November 6, 2012, voters approved Amendment 11 of the Florida Constitution providing an additional homestead exemption for low income seniors. The eligibility requirements for this exemption are the same as the current senior exemption, but the senior must also have maintained their home as their permanent residence for at least 25 years with a market value of less than \$250,000.

In 2012, the City provided for a senior homestead exemption in the amount of \$25,000. The Council adopted an ordinance on January 23, 2013 to increase the exemption amount from \$25,000 to \$50,000 but did not implement Amendment 11.

This ordinance will adopt Amendment 11 in the City of Miami Gardens and allow our seniors who meet the eligibility requirements to obtain an additional exemption. The impact provided by the Property Appraiser's Office based on the 2015 preliminary tax roll is an exemption value of \$2,059,507 which is calculated to a loss of \$14,285 in property taxes for the City utilizing the current millage rate of 6.9363. This amount will change each year depending on the value of property, the millage rate adopted by the City and the number of seniors that are qualified for the exemption. The City is required to pass an Ordinance to implement Amendment 11 and must be submitted to the Property Appraiser's Office by December 1, 2015 for seniors to take the exemption next year.

Proposed Action:

Recommend Council approval of the Amendment 11 Ordinance.

Attachment:

ORDINANCE NO. 2016_____

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 22 OF THE MIAMI GARDENS CODE OF ORDINANCES ENTITLED "TAXATION," BY CREATING ARTICLE VII, TO BE ENTITLED "HOMESTEAD EXEMPTION FOR LOW-INCOME SENIOR CITIZENS WHO ARE LONG-TERM RESIDENTS"; PROVIDING FOR AN ADDITIONAL HOMESTEAD EXEMPTION FOR CERTAIN LOW-INCOME QUALIFYING SENIOR CITIZENS WHO ARE LONG-TERM RESIDENTS TO BE APPLIED TO MILLAGE RATES LEVIED BY THE CITY OF MIAMI GARDENS; REQUIRING A MAJORITY PLUS ONE VOTE OF THE MEMBERS OF THE CITY COUNCIL; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the 2012 session, the Florida Legislature enacted House Joint Resolution 169 and placed the question on the statewide November 2012 ballot as Amendment No. 11, and also enacted House Bill 357 implementing Amendment No. 11 contingent on voters approving it, Chapter 2012-57, Laws of Florida, and

WHEREAS, on November 8, 2012, voters approved Amendment No. 11, and

WHEREAS, pursuant to Amendment No. 11 and House Bill 357, now codified as Article VII, Section 6(d)(2) of the Florida Constitution and Section 196.075, Florida Statutes, respectively, the board of county commissioners of any county and the governing bodies of municipalities, may adopt an ordinance to allow an additional homestead exemption for the amount of the assessed value of the property for any

Added language is underlined. Deleted language is stricken through.

1 person who has the legal or equitable title to real estate with a just value of less than
2 \$250,000 and has maintained thereon the permanent residence of the owner for at least
3 25 years, who has attained the age of 65, and whose household income does not
4 exceed the income limitations set forth in state law, and

5 WHEREAS, Article VII, Section 6(d) provides that a municipality may implement
6 this low-income senior homestead exemption for long-term residents in addition to or in
7 place of the existing additional \$50,000 senior citizen homestead exemption at the
8 option of the municipality, and

9 WHEREAS, Section 196.075, Florida Statutes, provides that this low-income
10 senior exemption must be authorized by a majority plus one vote of the members of the
11 governing body of the municipality granting such exemption, and

12 WHEREAS, on January 23, 2013, the Mayor and City Council pursuant to
13 Ordinance No. 2013-01-289, increased the homestead exemption for certain qualifying
14 senior citizens from \$25,000 to \$50,000, and

15 WHEREAS, in addition to the existing additional \$50,000 senior citizen
16 homestead exemption, the Mayor and City Council wish to implement the additional
17 homestead exemption for low-income senior citizens who are long-term residents in
18 accordance with the provisions of Article VII, Section 6(d)(2), of the Florida
19 Constitution, and Section 196.075 of the Florida Statutes,

Added language is underlined. Deleted language is stricken through.

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

4 Section 2. AMENDMENT: Article VII of Chapter 22 of the Code of Ordinances
5 of the City of Miami Gardens, Florida, is hereby created to read as follows:
6

7 CHAPTER 22. TAXATION

8 Article VIII. ADDITIONAL SENIOR EXEMPTION
9

10 Sec. 22.218 Homestead exemption for low-income senior citizens
11 who are long-term residents.
12

13 (a) In accordance with Article VII, Section 6(d) of the Florida Constitution
14 and Section 196.075 of the Florida Statutes, any person who meets the
15 following criteria shall be entitled to make application for an additional
16 homestead exemption for the amount of the assessed value of the property:

- 17 (i) has the legal or equitable title to real estate located within the
18 City of Miami Gardens, Florida with a just value of less
19 than \$250,000, and
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21 (ii) has maintained thereon the permanent residence of the owner
22 for at least 25 years, and
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24 (iii) has attained the age of 65, and
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26 (iv) has a household income that does not exceed the income
27 limitations set forth in state law, which is ~~adjusted~~ annually.
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29 (b) The exemption set forth in subsection (a) above shall be in addition to
30 and shall not replace the additional \$50,000 senior citizen homestead exemption
31 adopted pursuant to Ordinance No. 2013-01-289.

Added language is underlined. Deleted language is stricken through.

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2 (c) Every person claiming the additional homestead exemption pursuant to
3 subsection (a) above must file an application with the Miami-Dade County
4 Property Appraiser ("Property Appraiser") no later than March 1 of each year
5 for which such exemption is claimed. Such application shall include a
6 sworn statement of household income for all members of the household and shall
7 be filed on a form prescribed by the Florida Department of Revenue. On or before
8 June 1 of each such year, every applicant must file supporting documentation
9 with the Property Appraiser, unless the filing of annual supporting
10 documentation is waived by the Miami Dade County Board of County
11 Commissioners. Such documentation shall include copies of all federal
12 income tax returns, wage and earning statements, and such other
13 documentation as required by the Miami Dade County Board of County
14 Commissioners, including documentation necessary to verify the income
15 received by all of the members of the household for the prior year.

16
17 (d) Failure to file the application and sworn statement by March 1 or failure
18 to file the required supporting documentation by June 1 of any given year shall
19 constitute a waiver of the additional exemption privilege for that year.

20 (e) Notwithstanding subsections (c) and (d) above, if the Property Appraiser,
21 pursuant to Section 196.011(9), Florida Statutes, requests that the Miami-
22 Dade County Board of County Commissioners waive the requirement that
23 an annual application and income statement be made for renewal of the
24 exemption provided in Section 196.075, then after an initial application for
25 exemption has been made and the exemption is granted pursuant to Section
26 196.075, subsection (c) and (d) shall not apply and the requirement that an
27 annual renewal application or Income Statement be submitted to the Property
28 Appraiser for exemption of property within the County shall be waived
29 except in the circumstances set forth below. A timely annual application
30 together with the required Income Statement for exemption shall be required
31 whenever:

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33 (i) property exempted on the assessment roll of the immediately
34 preceding tax year is sold or otherwise disposed of,

35 (ii) the ownership changes in any manner,

Added language is underlined. Deleted language is stricken through.

1 (iii) the applicant ceases to use the property as his or her
2 homestead, or

3 (iv) the status of the owner changes so as to change the exempt
4 status of the property, as provided in Section 196.011(9)(a),
5 Florida Statutes.

6 (f) This additional exemption shall be available commencing with the 2016
7 tax roll and shall continue with all subsequent tax rolls.

8 (g) Commencing January 1, 2016, and each January 1 thereafter, the
9 annual income limitation applicable to this Ordinance shall be adjusted
10 annually as provided in state law and shall be applicable as of January 1 of each
11 year.

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

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

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

Added language is underlined. Deleted language is stricken through.

1 Section 6. INSTRUCTIONS TO THE CITY CLERK: The City Clerk shall
2 file a copy of this Ordinance in the appropriate books and records and shall
3 transmit a copy to the Miami-Dade County Property Appraiser immediately upon
4 adoption.

5 Section 7. EFFECTIVE DATE: This Ordinance shall become effective
6 immediately upon its final passage.

7 PASSED ON FIRST READING ON THE ____ DAY OF _____, 2016.

8 PASSED ON SECOND READING ON THE ____ DAY OF _____, 2016.

9

10 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI
11 GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
12 _____, 2016.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: MAYOR OLIVER GILBERT III

Added language is underlined. Deleted language is stricken through.

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Moved by: _____
Second by: _____

VOTE: _____

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

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Added language is underlined. Deleted language is stricken through.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 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
			<i>(Enter X in box)</i>			X		X
Funding Source:			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> Improve City infrastructure Landscaping Aesthetics				
		X						
Sponsor Name	Lisa C. Davis, 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, SUPPORTING HOUSE BILL 93 ESTABLISHING GUIDELINES FOR LAW ENFORCEMENT AGENCIES TO REQUIRE SPECIFIC INFORMATION IN THEIR POLICES AND PROCEDURES THAT AUTHORIZE USAGE OF BODY CAMERA; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

HB 93, sponsored by State Representative Shevrin Jones establishes guidelines for law enforcement agencies that authorize body cameras to ensure proper use, maintenance, and storage of the cameras and data; requires such policies and procedures to include specified information;

HB 93 also requires that specified personnel are trained; that data be retained in compliance with Florida's open-records laws; and requires periodic review of each agency's body camera policy; exempts recordings from specified provisions relating to interception of wire, electronic and oral communications.

Current Situation

HB 93 was approved by the House on November 4, 2015. It is currently in the Appropriations Committee.

Proposed Action:

Councilwoman Davis is recommending that City Council approve the attached resolution supporting HB 93.

Attachments:

HB 93

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 93 ESTABLISHING GUIDELINES FOR LAW ENFORCEMENT AGENCIES TO REQUIRE SPECIFIC INFORMATION IN THEIR POLICES AND PROCEDURES THAT AUTHORIZE USAGE OF BODY CAMERA; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, House Bill 93, sponsored by State Representative Shevrin Jones establishes guidelines for law enforcement agencies that authorize body cameras to ensure proper use, maintenance, storage of the cameras, data and requires such policies and procedures to include specified information, and

WHEREAS, House Bill 93 also requires that specified personnel are trained; that data be retained in compliance with Florida's open-records laws; requires periodic review of each agency's body camera policy and exempts recordings from specified provisions relating to interception of wire, electronic and oral communications, and

WHEREAS, House Bill 93 was approved by the House on November 4, 2015 and it is currently in the Appropriations Committee, and

WHEREAS, Councilwoman Lisa C. Davis is recommending that the City Council support House Bill 93,

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 supports House Bill 93 establishing guidelines for law enforcement agencies to

30 require specific information in their policies and procedure that authorize usage of body
31 camera.

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

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

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

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)

64

65

HB 93

2016

1 A bill to be entitled
 2 An act relating to law enforcement officer body
 3 cameras; creating s. 943.1718, F.S.; providing
 4 definitions; requiring a law enforcement agency that
 5 permits its law enforcement officers to wear body
 6 cameras to establish policies and procedures
 7 addressing the proper use, maintenance, and storage of
 8 body cameras and the data recorded by body cameras;
 9 requiring such policies and procedures to include
 10 specified information; requiring such a law
 11 enforcement agency to ensure that specified personnel
 12 are trained in the law enforcement agency's policies
 13 and procedures; requiring that data recorded by body
 14 cameras be retained in accordance with specified
 15 requirements; requiring a periodic review of agency
 16 body camera practices to ensure conformity with the
 17 agency's policies and procedures; exempting the
 18 recordings from specified provisions relating to the
 19 interception of wire, electronic, and oral
 20 communications; providing an effective date.

21
 22 WHEREAS, advancements in technology allow body cameras to
 23 be affordable and practical tools for law enforcement use, and

24 WHEREAS, body cameras can provide a valuable source of
 25 information to both law enforcement and the general public, and

26 WHEREAS, the audio and video recording of police and

HB 93

2016

27 citizen interactions allows law enforcement agencies to improve
 28 efforts to reduce crime and properly address citizen complaints,
 29 and

30 WHEREAS, establishing uniform procedural requirements for
 31 the use of body cameras by law enforcement will provide
 32 consistency and reliability throughout the state, and

33 WHEREAS, there are currently no statewide mandatory and
 34 uniform standards or guidelines that apply to use of body
 35 cameras by law enforcement officers, NOW, THEREFORE,

36
 37 Be It Enacted by the Legislature of the State of Florida:

38
 39 Section 1. Section 943.1718, Florida Statutes, is created
 40 to read:

41 943.1718 Body cameras; policies and procedures.-

42 (1) As used in this section, the term:

43 (a) "Body camera" means a portable electronic recording
 44 device that is worn on a law enforcement officer's person that
 45 records audio and video data of the officer's law-enforcement-
 46 related encounters and activities.

47 (b) "Law enforcement agency" means an agency that has a
 48 primary mission of preventing and detecting crime and enforcing
 49 the penal, criminal, traffic, and motor vehicle laws of the
 50 state and in furtherance of that primary mission employs law
 51 enforcement officers as defined in s. 943.10.

52 (c) "Law enforcement officer" has the same meaning as

HB 93

2016

53 provided in s. 943.10.

54 (2) A law enforcement agency that permits its law
55 enforcement officers to wear body cameras shall establish
56 policies and procedures addressing the proper use, maintenance,
57 and storage of body cameras and the data recorded by body
58 cameras. The policies and procedures must include:

59 (a) General guidelines for the proper use, maintenance,
60 and storage of body cameras.

61 (b) Any limitations on which law enforcement officers are
62 permitted to wear body cameras.

63 (c) Any limitations on law-enforcement-related encounters
64 and activities in which law enforcement officers are permitted
65 to wear body cameras.

66 (d) General guidelines for the proper storage, retention,
67 and release of audio and video data recorded by body cameras.

68 (3) A law enforcement agency that permits its law
69 enforcement officers to wear body cameras shall:

70 (a) Ensure that all personnel who wear, use, maintain, or
71 store body cameras are trained in the law enforcement agency's
72 policies and procedures concerning them.

73 (b) Ensure that all personnel who use, maintain, store, or
74 release audio or video data recorded by body cameras are trained
75 in the law enforcement agency's policies and procedures.

76 (c) Retain audio and video data recorded by body cameras
77 in accordance with the requirements of s. 119.021, except as
78 otherwise provided by law.

HB 93

2016

79 (d) Perform a periodic review of actual agency body camera
80 practices to ensure conformity with the agency's policies and
81 procedures.

82 (4) Chapter 934 does not apply to body camera recordings
83 made by law enforcement agencies that elect to use body cameras.

84 Section 2. This act shall take effect upon becoming a law.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 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
			<i>(Enter X in box)</i>			X		X
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No		
							X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:					
		X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>				
		X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input checked="" type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>				
Sponsor Name	Lisa C. Davis, 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, SUPPORTING HOUSE BILL 625 REQUIRING SCHOOL DISTRICTS TO ESTABLISH A SUCCESS CENTER FOR STUDENTS WHO RECEIVE AN OUT-OF-SCHOOL SUSPENSION; PROVIDING FOR REQUIREMENTS FOR SUCCESS CENTERS AND FOR TEACHERS AND OTHER EDUCATIONAL SPECIALISTS WHO ARE ASSIGNED TO SUCCESS CENTERS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Florida Statute §1003.01 provides for guidelines for students who are suspended in school and out-of-school. Currently, students who are suspended in school have certain resources available to them such as in-class instruction and guidance counselors/social worker's on staff; however, these resources are not currently provided for students who receive out-of-school suspensions.

**Item K-2) Consent Agenda
Resolution
Support House Bill 625**

House Bill 625, sponsored by State Representative Shevrin Jones would require school districts to establish a success center for students who receive an out-of-school suspension and provides for requirements for success centers and for teachers who are assigned to these centers. Furthermore, House Bill 625 will also require that success centers use instructional teaching methods that are appropriate to the specific needs of the student and must have instructional personnel and a guidance counselor social worker on staff.

Councilwoman Lisa C. Davis is recommending that the City Council support House Bill 625.

Proposed Action:

That the City Council approves the attached Resolution.

Attachment:

HB 625

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 625 REQUIRING SCHOOL DISTRICTS TO ESTABLISH A SUCCESS CENTER FOR STUDENTS WHO RECEIVE AN OUT-OF-SCHOOL SUSPENSION; PROVIDING FOR REQUIREMENTS FOR SUCCESS CENTERS AND FOR TEACHERS AND OTHER EDUCATIONAL SPECIALISTS WHO ARE ASSIGNED TO SUCCESS CENTERS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 1003.01 provides for guidelines for students who are suspended in school and out-of- school, and

WHEREAS, students who are suspended in school have certain resources available to them such as in-class instruction and guidance counselors/social worker's on staff; however, these resources are not currently provided for students who receive out-of-school suspensions, and

WHEREAS, House Bill 625, sponsored by State Representative Shevrin Jones would require school districts to establish a success center for students who receive an out-of-school suspension and provides for requirements for success centers and for teachers who are assigned to these centers, and

WHEREAS, House Bill 625 will also require that success centers use instructional teaching methods that are appropriate to the specific needs of the student and must have instructional personnel and a guidance counselor social worker on staff, and

WHEREAS, Councilwoman Lisa C. Davis is recommending that the City Council support House Bill 625,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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 supports House Bill 625.

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

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

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OLIVER GILBERT, III, MAYOR

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45 **ATTEST:**

46

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48

49

RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

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Moved by: _____

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VOTE: _____

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

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

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

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

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

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Councilman Rodney Harris _____ (Yes) _____ (No)

67

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

HB 625

2016

1 A bill to be entitled
 2 An act relating to student discipline; amending s.
 3 1003.01, F.S.; revising definitions of the terms
 4 "suspension" and "in-school suspension"; amending s.
 5 1003.53, F.S.; requiring school districts to establish
 6 a success center for students who receive an out-of-
 7 school suspension; providing requirements for success
 8 centers; requiring teachers assigned to success
 9 centers to meet specified requirements; requiring
 10 school districts to coordinate with certain entities
 11 for the operation of success centers; amending s.
 12 1006.09, F.S.; authorizing certain students charged
 13 with a felony to be enrolled in a success center;
 14 providing an effective date.

15
 16 Be It Enacted by the Legislature of the State of Florida:

17
 18 Section 1. Subsection (5) of section 1003.01, Florida
 19 Statutes, is amended to read:

20 1003.01 Definitions.—As used in this chapter, the term:

21 (5) (a) "Suspension," also referred to as out-of-school
 22 suspension, means the temporary removal of a student who
 23 severely threatens the general welfare of students or others
 24 with whom the student comes into contact through violence or
 25 possession of a weapon from all classes of instruction on public
 26 school grounds and all other school-sponsored activities, except

HB 625

2016

27 as authorized by the principal or the principal's designee, for
 28 a period not to exceed 10 school days and remanding of the
 29 student to the school district's success center or, if
 30 appropriate, second chance school pursuant to s. 1003.53 ~~the~~
 31 ~~custody of the student's parent with specific homework~~
 32 ~~assignments for the student to complete.~~

33 (b) "In-school suspension" means the temporary removal of
 34 a student from the student's regular school program and
 35 placement in an alternative educational setting within the
 36 school under the supervision of instructional personnel ~~program,~~
 37 ~~such as that provided in s. 1003.53, under the supervision of~~
 38 ~~district school board personnel,~~ for a period not to exceed 10
 39 school days.

40 Section 2. Subsections (4), (5), (6), and (7) of section
 41 1003.53, Florida Statutes, are renumbered as subsections (5),
 42 (6), (7), and (8), respectively, present subsections (4) and (6)
 43 of that section are amended, and a new subsection (4) is added
 44 to that section, to read:

45 1003.53 Dropout prevention and academic intervention.—

46 (4) Each district school board must establish a success
 47 center for students who receive an out-of-school suspension.
 48 Such centers shall use instructional teaching methods
 49 appropriate to the specific needs of the student and must have
 50 instructional personnel and a guidance counselor or social
 51 worker on staff. Each success center shall maintain for each
 52 participating student records documenting the reason for the

HB 625

2016

53 student's placement at the center, the length of participation,
54 and an evaluation of the student's academic and behavioral
55 performance while assigned to the success center.

56 (5)~~(4)~~ Each district school board shall establish
57 procedures for ensuring that teachers assigned to a success
58 center or dropout prevention and academic intervention programs
59 possess the affective, pedagogical, and content-related skills
60 necessary to meet the needs of these students.

61 (7)~~(6)~~ District school board success centers and dropout
62 prevention and academic intervention programs shall be
63 coordinated with social service, law enforcement, prosecutorial,
64 and juvenile justice agencies and juvenile assessment centers in
65 the school district. Notwithstanding the provisions of s.
66 1002.22, these agencies are authorized to exchange information
67 contained in student records and juvenile justice records. Such
68 information is confidential and exempt from the provisions of s.
69 119.07(1). District school boards and other agencies receiving
70 such information shall use the information only for official
71 purposes connected with the certification of students for
72 admission to and for the administration of the success center or
73 dropout prevention and academic intervention program, and shall
74 maintain the confidentiality of such information unless
75 otherwise provided by law or rule.

76 Section 3. Subsection (2) of section 1006.09, Florida
77 Statutes, is amended to read:

78 1006.09 Duties of school principal relating to student

HB 625

2016

79 | discipline and school safety.—

80 | (2) Suspension proceedings, pursuant to rules of the State
81 | Board of Education, may be initiated against any enrolled
82 | student who is formally charged with a felony, or with a
83 | delinquent act which would be a felony if committed by an adult,
84 | by a proper prosecuting attorney for an incident which allegedly
85 | occurred on property other than public school property, if that
86 | incident is shown, in an administrative hearing with notice
87 | provided to the parents of the student by the principal of the
88 | school pursuant to rules adopted by the State Board of Education
89 | and to rules developed pursuant to s. 1001.54, to have an
90 | adverse impact on the educational program, discipline, or
91 | welfare in the school in which the student is enrolled. Any
92 | student who is suspended as the result of such proceedings may
93 | be suspended from all classes of instruction on public school
94 | grounds during regular classroom hours for a period of time,
95 | which may exceed 10 days, as determined by the district school
96 | superintendent. The suspension shall not affect the delivery of
97 | educational services to the student, and the student shall be
98 | immediately enrolled in a success center, daytime alternative
99 | education program, or an evening alternative education program,
100 | where appropriate. If the court determines that the student did
101 | commit the felony or delinquent act which would have been a
102 | felony if committed by an adult, the district school board may
103 | expel the student, provided that expulsion under this subsection
104 | shall not affect the delivery of educational services to the

Page 4 of 5

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb0625-00

HB 625

2016

105 student in any residential, nonresidential, alternative,
106 daytime, or evening program outside of the regular school
107 setting. Any student who is subject to discipline or expulsion
108 for unlawful possession or use of any substance controlled under
109 chapter 893 may be entitled to a waiver of the discipline or
110 expulsion:

111 (a) If the student divulges information leading to the
112 arrest and conviction of the person who supplied the controlled
113 substance to him or her, or if the student voluntarily discloses
114 his or her unlawful possession of the controlled substance prior
115 to his or her arrest. Any information divulged which leads to
116 arrest and conviction is not admissible in evidence in a
117 subsequent criminal trial against the student divulging the
118 information.

119 (b) If the student commits himself or herself, or is
120 referred by the court in lieu of sentence, to a state-licensed
121 drug abuse program and successfully completes the program.

122 Section 4. This act shall take effect July 1, 2016.

123



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 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
					X		
Funding Source:			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	Lisa C. Davis, 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 DIRECTING THAT THE CITY MANAGER TAKE ALL STEPS NECESSARY FOR THE CITY TO HOST THE 2ND ANNUAL “MIAMI GARDENS WINE AND FOOD EXPERIENCE” IN THE FALL OF 2016, INCLUDING THE HIRING OF NECESSARY PROFESSIONALS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The inaugural Food and Wine Experience sponsored by Councilwoman Lisa C. Davis was held Saturday, November 14, 2015. Approximately 700 attended this very classy and sophisticated one night event. In planning the first event Councilwoman Davis understood the importance of embracing and involving the community and its residents in worthwhile endeavors. Hosting a wine-tasting fundraiser is a good way

to raise money for good causes as well as to bring together residents and businesses. Local restaurants as well as celebrity chefs were on hand to provide patrons with an “experience”. This event fostered a positive and enriching experience for those attending the event. Councilwoman Davis is seeking to host the Second Annual “Miami Gardens Wine and Food Experience” in the fall of 2016.

This fundraising event will address the quality of life issues by residents of Miami Gardens, such as but not limited to, Domestic Violence, Diabetes Awareness, Suicide Intervention, and Grandparents Raising Grandchildren.

It is Councilwoman Davis’ intent is to solicit start early identifying potential sponsors for this event. In addition, revenue will be generated from ticket sales. If additional funding is necessary, this additional funding will be underwritten by the City.

Proposed Action:

That the City Council approve the attached Resolution.

Attachment:

RESOLUTION NO. 2015_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA DIRECTING THAT THE CITY
5 MANAGER TAKE ALL STEPS NECESSARY FOR THE CITY TO
6 HOST THE 2ND ANNUAL "MIAMI GARDENS WINE AND FOOD
7 EXPERIENCE" IN THE FALL OF 2016, INCLUDING THE HIRING
8 OF NECESSARY PROFESSIONALS; PROVIDING FOR THE
9 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
10 EFFECTIVE DATE.

11
12 WHEREAS, the inaugural Wine and Food Experience sponsored by
13 Councilwoman Lisa C. Davis was held on Saturday, November 14, 2015 with good
14 success, and

15 WHEREAS, approximately 700 patrons attended the event, and local restaurants
16 and celebrity chefs were on hand to provide patrons with delicious food and wine
17 pairing, and

18 WHEREAS, this fundraising event will address the quality of life issues for
19 residents of the City, such as but not limited to Domestic Violence, Diabetes
20 Awareness, Suicide Intervention and Grandparents Raising Grandchildren, and

21 WHEREAS, Councilwoman Davis understands the importance of embracing and
22 involving the community and its residents in the City's worthwhile endeavors, and

23 WHEREAS, it is anticipate that revenue will be generated from ticket sales and
24 sponsorship and if additional funding is necessary, it will be underwritten by the City,

25 WHEREAS, Councilwoman Davis is recommending the City host the Second
26 Annual "Miami Gardens Wine and Food Experience,"

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

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

32 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
33 hereby directs the City Manager to take any and all necessary steps necessary to host
34 the City of Miami Gardens Wine and Food Experience in 2016, including the hiring of
35 necessary professionals.

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

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

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ATTEST:

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OLIVER GILBERT, III, MAYOR

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

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Moved by: _____

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VOTE: _____

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

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

63

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

64

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

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

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The Miami Times

Tempora Mutantur Et Nos Mutamur In Illis

NUMBER 13

MIAMI, FLORIDA, NOVEMBER 18-24, 2015

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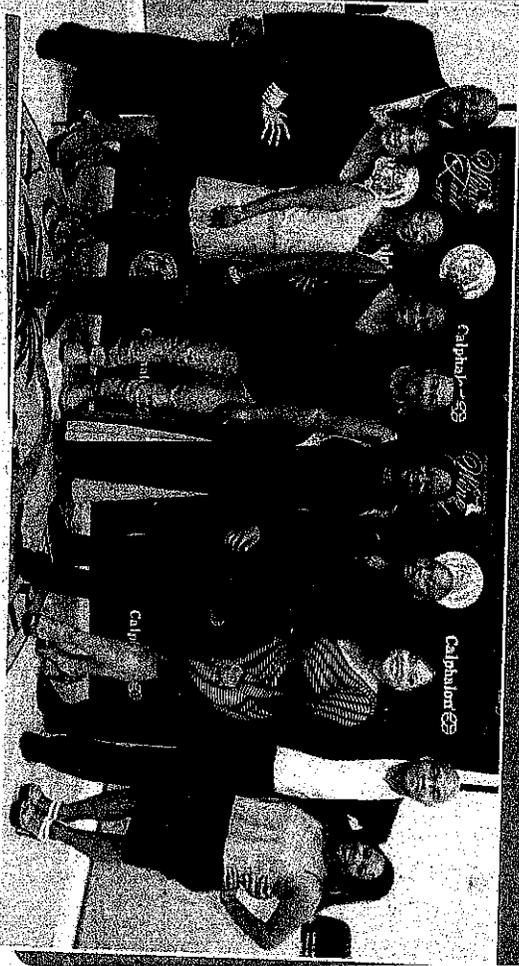


Wine & Food

FESTIVAL SUCCESSES

The first Miami Gardens Wine and Food Experience presented by Councilwoman Lisa C. Davis filled the rooftop of the city's swank, new municipal complex Saturday, co-hosts for the evening were Omar Hardwick of the Starz blockbuster *Power*, and HOT 105 FM's Jill Tracey. About 700 people attended, which started at 6 p.m. Nov. 14. Vendors starting from lobster to ribs

to mac and cheese and wine and Jack Daniels gave generous portions and pours to guests. The evening's entertainment came from DJ Ghoul, DJ Quilist Jared, Burnett covering smooth jazz tunes and a fire dancer. Young people gave spoken word performances. The celebrity chef took off was interrupted by rain, which caused the event to end prematurely.



Wine & Food

with Peter Bailey

Cosmopolitan in the Gardens

Miami Gardens' east and west sides should be Americas' next Black cosmopolitan Mecca. Judging by the ambience that engulfed the city's new

I've long used these pages to address the apathy impeding South Florida's Black community's progress so now let me take a moment to celebrate the community's innovation.

BAILEY

After all, it's only right. It's only right that I revel in seeing Black life beautifully showcased in a sophisticated fashion on a rooftop in Florida's largest predominantly Black city. A violin player and fire-



throwing performer accentuated the scene, while with cuisine to rival any of my Manhattan haunts. As a frequent patron of the Adrienne Arts Center it was great to enjoy such top tier entertainment away from downtown Miami hustle and bustle. However, the orchestrators of this experience didn't stop there. What's a top tier experience void of a movie star? Buttegoing sex symbol and

enigmatic actor of "Power" and "Being Mary Jane" fame Omar Hardwick played host. Imagine that. There's something powerful and yet endearing about Miami Gardens' neighborhood feel. If jazz in The Gardens is the block party now enjoyed by a national audience, the Miami Gardens Wine and Food Experience may just become the city's Art Basel. Why not? Former Mayor Shirley Gibson and the city's founders fought long and hard to incor-

porate Miami Gardens so I'm not expecting its top brass to now play possum given the redevelopment underway in areas like Overtown and Wynwood. As a former Harlem resident, I watched the mass exodus of professionals leave Midtown Manhattan and other established affluent enclaves to settle in Uptown. Unfortunately, longtime Harlem natives have found themselves on the outside looking in on what's being now dubbed Manhattanville. Please turn to **BAILEY 2C**

in Miami-Dade County, including Liberty City. For more tickets, visit www.ahvnahtley.org.

Miami Gardens: Fine wine et al

BAILEY
continued from 1C

The difference in Miami Gardens is the focus being placed on making sure that the city's residents are not left out and being included in the blueprint of the city's progress.

Whereas in Overtown and Midtown Miami more emphasis is being placed on attracting new residents, Mi-

ami Gardens seems focused on balancing big-city dreams with small-town solidarity. While welcoming new business ventures and cultural experiences to grow the city residents are being included instead of left behind.

Other Southern cities like Atlanta and Charlotte have long held the mantle of where Black professionals find economic and social inclusion. However, those cities aren't

a stone throw away from the best beaches America has to offer and infused with the cultural diversity that make South Florida one of the nation's most colorful regions. Jazz. In The Gardens has set the tone and now with the Wine and Food Experience Miami Gardens is poised to keep blazing its trail to be that very needed thriving urban cosmopolitan Mecca in Florida.

SUBSCRIBE TO THE MIAMI TIMES CALL 305-4



Miami Gardens

PRESENTS INAUGURAL

WINE &

FOOD EVENT

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SO FLO

SFLTIMES.COM

SEPTEMBER 12-13, 2015



ns launches Experiences



Chef Alain Lemaire

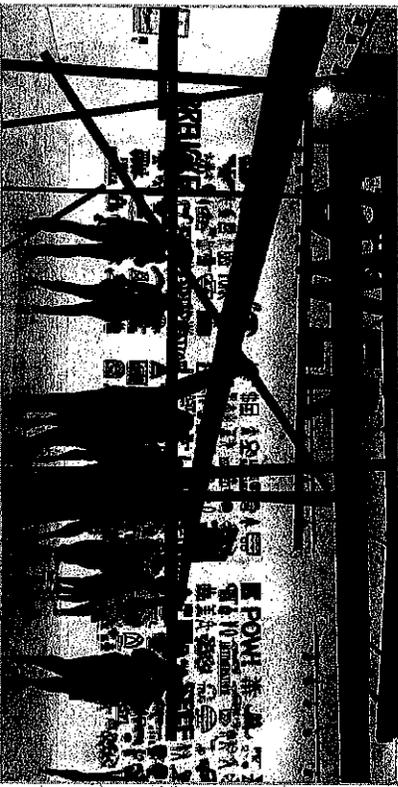


Chef Ali Francois



Art of Transformation kicks off annual exhibit

The Opa-locka Community Development Corporation (OLCDC) kicked off The Art of Transformation on Nov. 6 with an opening reception and exhibit. The exhibition closes on Dec. 11, with a VIP party during Art Basel. For more information, visit www.opalockaart.com.

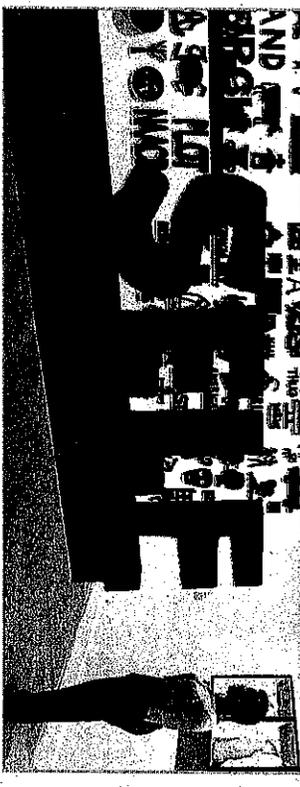


PHOTOS COURTESY OF SOPHIA FINE

Art enthusiasts enjoyed powerful and provoking artwork during the Opa-locka Community Development Corporation's Fourth Annual Art of Transformation opening reception Friday, Nov. 6.



"Zero Hour" by Hank Willis Thomas



Self: Art enthusiast De Azia Baldwin contemplating





City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 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
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>		Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:					
		x						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A				
		x						Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>
Sponsor Name	Erhabor Ighodaro, Council Member		Department: City Manager	<i>Office of the Mayor & City Council</i>				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING THE WEEK OF FEBRUARY 8-13, 2016, AS FLORIDA MEMORIAL UNIVERSITY HOMECOMING WEEK; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Florida Memorial University will be celebrating its Homecoming activities February 8 through 13, 2016. One of the planned activities for this event is a Homecoming Parade, which is scheduled for Saturday, February 13, 2016. In preparation for this parade, Councilman Ighodaro is requesting to have NW 42nd Avenue from NW 183rd Street south to Florida Memorial University on NW 158th Street blocked off for this event.

Councilman Ighodaro recognizes the outstanding contributions made by this historical institution and congratulates the administration, faculty and student body on the occasion of their Homecoming Celebration.

Florida Memorial University is the only Historically Black College or University (HBCU) in the Greater Miami, Florida area. The University, which is located within the corporate boundaries of the City of Miami Gardens, Florida, is the product of two institutional merges in 1941 involving Florida Baptist Institute established by the Black Baptist of Florida in Live Oak in 1879, and the Florida Baptist Academy established in Jacksonville, Florida.

In 1918, the institute relocated to St. Augustine, Florida where it remained until 1968. The institute changed its name to Florida Memorial College in 1963, relocated to Miami, Florida in 1968 and became Florida Memorial University in March 2006, with 41 undergraduate degree programs and graduate programs in education and business administration. Florida Memorial University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools. The Association of Collegiate Business Schools and Programs, the National Council for Accreditation of Teacher Education, the National Association of Schools of Music, and the Council on Social Work Education.

Proposed Action:

Recommend Council approval of this resolution supporting the week of February 8-13, 2016, as Florida Memorial Homecoming Week, and directing the City Manager to take all necessary actions to block off NW 42nd Avenue from 183rd Street, south to Florida Memorial University and NW 158th Street.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING THE WEEK OF FEBRUARY 8-13, 2016, AS FLORIDA MEMORIAL UNIVERSITY HOMECOMING WEEK; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Memorial University will be celebrating its Homecoming activities February 8-13, 2016, and

WHEREAS, Florida Memorial University is the only Historically Black College or University (HBCU) in the Greater Miami area, and

WHEREAS, the University which is the product of two institutional mergers in 1941, involving Florida Baptist Institute and Florida Baptist Academy, and

WHEREAS, in 1968, Florida Memorial College relocated to Miami, and became Florida Memorial University (FMU) in March 2006, and

WHEREAS, a Homecoming Parade is scheduled for Saturday, February 13, 2016, and

WHEREAS, in preparation for this parade, Councilman Ighodaro is requesting to have NW 42nd Avenue from NW 183rd Street South to Florida Memorial University on NW 158th Street blocked off for this event, and

WHEREAS, Councilman Erhabor Ighodaro recommends that the City acknowledge FMU's outstanding contributions for recognizing the week of February 8-13, 2016 as Florida Memorial University Homecoming Week,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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 recognizes the week of February 8-13, 2016 as Florida Memorial University
33 Homecoming Week. The City Council also directs that the City Manager block off NW
34 42nd Avenue from NW 183rd Street South to Florida Memorial University on NW 158th
35 Street for the Homecoming parade event.

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

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

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OLIVER GILBERT, III, MAYOR

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45 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: COUNCILMAN ERHABOR IGHODARO, PH.D.

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Moved by: _____

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VOTE: _____

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

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

63	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
64	Councilman David Williams Jr	_____ (Yes)	_____ (No)
65	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
66	Councilman Rodney Harris	_____ (Yes)	_____ (No)
67	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 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:	General Fund – Media & Events, Information Technology, and Councilman Ighodaro Expense Account		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: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input checked="" type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>				
	X							
Sponsor Name	Erhabor Ighodaro, Council Member		Department:	Media & Events Information Technology				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE LAUNCH OF THE CITY OF MIAMI GARDENS “GRIO” RADIO STATION WITH LIVE 365; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO LAUNCH THE MIAMI GARDENS “GRIO” RADIO STATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Councilman Ighodaro recommends launching the City’s first 24-hour internet radio station, **City of**

**Item K-5) Consent Agenda
Resolution
CMG Grio Radio Station**

Miami Gardens GRIO Radio, in January 2016. The City will contract with Live 365, a company who has been the leading online radio network offering broadcast services and radio programming since it was founded in Silicon Valley in 1999. Live 365's advanced broadcasting tools, built-in music licensing, and worldwide distribution will enable the City to legally create and distribute a branded radio channel.

Programming format for **City of Miami GRIO Radio** will be music and talk. Working thru the Media and Events Department, interviews will be schedule and broadcasted on this station. Live 365 has a policy of a commercial-free zone; they pay royalties to labels, artists, songwriters, and publishers through established royalty collection organizations within the United States and Canada, including ASCAP, BMI, SESAC, SoundExchange, and SOCAN; and has mobile app capability.

Fiscal Impact

Startup equipment and supplies will cost approximately \$2700 which will cover the costs of two dedicated computers, mixer, microphones, and headphones. General funds will be used to cover these startup costs. The monthly service charge of \$100 will be covered by Councilman Ighodaro (expense account).

Proposed Action:

It is being recommended by Councilman Ighodaro that City Council support the launch of City of Miami Gardens Grio Radio; and authorizes the City Manager to take any and all necessary steps to launch this station.

Attachment:

Attachment A: Sample Contract

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE LAUNCH OF THE CITY OF MIAMI GARDENS "GRIO" RADIO STATION WITH LIVE 365; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO LAUNCH THE MIAMI GARDENS "GRIO" RADIO STATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Councilman Erhabor Ighodaro recommends that the City launch Miami Gardens "GRIO", a 24 hour radio station, and

WHEREAS, the programming format for Miami Gardens "GRIO" will include both music and talk radio, and

WHEREAS, Live 365 offers online, commercial free programming, and

WHEREAS, Councilman Ighodaro further recommends that the City contract with Live 365 to provide broadcasting services, and

WHEREAS, the initial startup costs will be approximately Two Thousand Seven Hundred Dollars (\$2,700.00), and

WHEREAS, the payment of a monthly service fee of One Hundred Dollars (\$100.00) to Live 365 will be allocated from Councilman Ighodaro's expense account,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the launch of the City of Miami Gardens "GRIO" radio

30 station with Live 365; and further authorizes the City Manager to take any and all
31 steps necessary to launch Miami Gardens "GRIO" radio station.

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

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

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OLIVER GILBERT, III, MAYOR

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44 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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54 SPONSORED BY: COUNCILMAN ERHABOR IGHODARO, PH.D.

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Moved by: _____

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VOTE: _____

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

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 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
					X		X
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>				
Sponsor Name	Sonja Dickens, City Attorney		Department:	<i>Office of the City Attorney</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REAPPOINTING JEFF CAZEAU AS LEGAL ADVISOR TO THE UNSAFE STRUCTURES BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

On November 13, 2013, the City Council adopted Ordinance No. 2013-246-1942, appointing Jeff Cazeau as legal advisor to the Unsafe Structure Board for a two (2) year term. The City Attorney recommends that the City Council reappoints Jeff Cazeau to serve as legal advisor to the Unsafe Structures Board for a two (2) year term.

Proposed Action:

That the City Council adopts the attached Resolution.

Attachment:

None.

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REAPPOINTING JEFF CAZEAU AS LEGAL ADVISOR TO THE UNSAFE STRUCTURES BOARD FOR A TWO (2) YEAR TEAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 13, 2013, the City Council adopted Ordinance No. 2013-246-1942, appointing Jeff Cazeau as the legal advisor to the Unsafe Structure Board for a two (2) year term, and

WHEREAS, the City Attorney recommends that the City Council reappoints Jeff Cazeau to serve as legal advisor to the Unsafe Structures Board for a two (2) year term,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby reappoints Jeff Cazeau as legal advisor to the Unsafe Structures Board for a two (2) year team.

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

ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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:	December 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
						X	
Funding Source:	Citizens Independent Transportation Trust- Public Works		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: 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> Improve City infrastructure Landscaping Aesthetics			
	X						
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 THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD NO. 4 FOR PUBLIC WORKS SERVICES, IN THE AMOUNT OF NINETY-NINE THOUSAND, SIX HUNDRED NINETY-ONE DOLLARS (\$99,691.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE RENEWAL AGREEMENTS WITH THE FLORIDA DEPARTMENT OF CORRECTIONS, ON AN AS NEEDED BASIS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:**Background**

The City's first Florida Department of Corrections (FDOC) work squads started in 2005 to reduce the amount of litter throughout the City, remove graffiti, and assist the Public Works Crews with landscaping tasks. In 2006 and 2009, the City added two additional FDOC work squads to help with the overwhelming workload encountered by the first work squad.

To date, the Public Works Department has three work squads that continue to assist with the overwhelming landscaping maintenance and other tasks on the City's Right of Ways (ROW).

Current Situation

Because of all the landscaped areas that have been added throughout the years, Public Works staff continues to be inundated with maintaining aesthetic-pleasing landscaping along the ROWs throughout the City, leaving little time to replace old plants and keeping ahead of the growing weeds. FDOC contacted the City with an opportunity to bring on another work squad to assist with the workload; hence, the Public Works Department is requesting the approval to bring on a fourth Florida Department of Corrections' Work Squad.

The proposed fourth agreement reflects the same terms as the existing work squad agreements. This new work squad will be funded from the Citizens' Independent Transportation Trust (CITT – 1/2 Cent Transportation Sales Tax) Funds that are available to maintain the CITT landscaping median areas per the attached schedule.

Fiscal Impact

The first year contract cost of \$64,691 includes start-up cost for the supervisor's communication radio, Training/Criminal Justice Standards, and \$35,000 will be used to secure a vehicle with trailer. A total of \$99,691 of CITT funds will be used in this first contractual year.

Proposed Action:

It is recommended that City Council approve the attached resolution authorizing the contract agreement with Florida Department of Corrections for a fourth work squad utilizing CITT Funds; and allow the City Manager to negotiate and execute subsequent agreements for this work squad and secure the necessary vehicle and equipment needed.

Attachments:

Attachment 1: Contract Agreement and Draft Addendum (Details of Costs)

Attachment 2: Landscaping Median Areas Schedule

RESOLUTION NO. 2015_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,
6 RESPECTIVELY THAT CERTAIN AGREEMENT WITH THE
7 FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD
8 NO. 4 FOR PUBLIC WORKS SERVICES, IN THE AMOUNT OF
9 NINETY-NINE THOUSAND, SIX HUNDRED NINETY-ONE
10 DOLLARS (\$99,691.00), A COPY OF WHICH IS ATTACHED
11 HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER
12 TO EXECUTE FUTURE RENEWAL AGREEMENTS WITH THE
13 FLORIDA DEPARTMENT OF CORRECTIONS, ON AN AS
14 NEEDED BASIS; PROVIDING FOR INSTRUCTIONS TO THE
15 CITY CLERK; PROVIDING FOR THE ADOPTION OF
16 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
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18 WHEREAS, since 2005, the City of Miami Gardens has utilized three work
19 squads from the Florida Department of Corrections, and

20 WHEREAS, these work squads remove litter, graffiti and assist the City's Public
21 Works crew with landscaping tasks, and

22 WHEREAS, City staff recommends adding an additional work squad to assist
23 with increased landscaping maintenance needs throughout the City, and

24 WHEREAS, the total cost for the first contractual year of the additional work
25 squad will be Ninety-Nine Thousand, Six Hundred Ninety-One Dollars (\$99,691.00), and

26 WHEREAS, the funds will be allocated from the Citizens Independent
27 Transportation Trust, and

28 WHEREAS, City staff recommends entering into an Agreement with Department
29 of Corrections for a one (1) year term with the option to renew for an additional year,
30 and

31 WHEREAS, City staff further recommends that the City Council authorize the
32 City Manager to execute future renewal agreements,

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

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

38 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
39 hereby authorizes the City Manager and the City Clerk to execute and attest,
40 respectively that certain Agreement with the Florida Department of Corrections Work
41 Squad No. 4 for public works services, in the amount of Ninety-Nine Thousand, Six
42 Hundred Ninety-One Dollars (\$99,691.00), a copy of which is attached hereto as Exhibit
43 "A"; and further authorizes the City Manager to execute future renewal Agreements with
44 the Florida Department of Corrections, on an as needed basis.

45 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
46 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
47 be maintained by the City, and one to be delivered to Florida Department of
48 Corrections.

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

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

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OLIVER GILBERT, III, MAYOR

ATTEST:

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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)

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF MIAMI GARDENS

This Contract is between the Florida Department of Corrections (“Department”) and City of Miami Gardens (“Agency”) which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department’s staff;

WHEREAS, City of Miami Gardens is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

- A. This Contract shall become effective upon the establishment of the Correctional Work Squad Officer position referenced in Section II., B., 1., a.

This Contract shall end at midnight one (1) year from the effective date of this Contract.

- B. Contract Renewal

This Contract may be renewed, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency’s initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide *one (1)* Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for *one (1)* Work Squad(s) of up to *five (5)* inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A. Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate,

and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.

- e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The

Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable *upon execution of the Contract*. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the *effective date of the Contract*. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Claudelle Joseph, Program Manager
City of Miami Gardens
1050 NW 163 Drive
Miami Gardens, FL 33169
Telephone: (305) 622-8009
Fax: (305) 622-8032
Email: cjoseph@miamigardens-fl.gov

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
South Florida Reception Center
14000 NW 41st Street
Miami, Florida 33178
Telephone: (305) 592-5967, Ext. 4000

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Phone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Claudelle Joseph, Program Manager (**PLEASE VERIFY AGENCY INFORMATION**)
City of Miami Gardens
1050 NW 163 Drive
Miami Gardens, FL 33169
Telephone: (305) 622-8009
Fax: (305) 622-8032
Email: cjoseph@miamigardens-fl.gov

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF MIAMI GARDENS

SIGNED **DRAFT - DO NOT SIGN**
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____
 FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED _____
 BY: _____
 NAME: **Kelley J. Scott**
 TITLE: **Director, Office of Administration
Department of Corrections**
 DATE: _____

SIGNED _____
 BY: _____
 NAME: **Kenneth S. Steely**
 TITLE: **General Counsel
Department of Corrections**
 DATE: _____

Addendum A

**Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WSXXX Effective XXXX XX, 2015**

*****ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY*****

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

			Per Officer Annual Cost	Total Annual Cost
Officers Salary	# Officer: Multiplier	1	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	\$ 2,225.00
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00	\$ 58,972.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	
	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

Addendum A

**Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WSXXX Effective XXXXX XX, 2015**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio MACOM \$4969.00
 Vehicle Mounted Radio MACOM \$5400.00

	Per Unit Cost	Number of Units
<input checked="" type="checkbox"/>	\$ 4,969.00	1
<input type="checkbox"/>		

TOTAL Operating Capital To Be Advanced By Agency

Total Cost
\$ 4,969.00
\$ -
<u>\$ 4,969.00</u>

Bill To Agency	Provided By Agency
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$4,969.00
<u>\$4,969.00</u>

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$58,972.00
\$750.00
<u>\$59,722.00</u>

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)**

\$64,691.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WSXXX Effective XXXXX XX, 2015

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

Florida Department of Corrections Landscaping Median Schedule

4 Day, 10 Hour Landscaping Schedule Template (Wednesday to Saturday).

Time	Wed	Thu	Fri	Sat
	NW 183 Street Median (Miami Court to NW 27 Avenue	NW 183 Street Median (NW 27 Avenue to NW 47 Avenue	NW 2 Avenue (441) - From the I-95 to NW 215 Street	NW 27 Avenue - From NW 151 Street to NW 215 Street
7:00 AM				
9:00 AM				
10:00 AM				
11:00 AM				
12:00 PM				
1:00 PM				
2:00 PM				
3:00 PM				
4:00 PM				
5:00 PM				
6:00 PM				



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
						X	
Funding Source:	Edward Byrne Memorial Justice Assistance Grant		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:			
	X						
				Enhance Organizational	<input type="checkbox"/>		
				Bus. & Economic Dev	<input type="checkbox"/>		
				Public Safety	<input checked="" type="checkbox"/>		
				Quality of Education	<input type="checkbox"/>		
				Qual. of Life & City Image	<input type="checkbox"/>		
				Communication	<input type="checkbox"/>		
Sponsor Name	Cameron Benson, City Manager		Department:	<i>Police Department</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 RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE ACCEPTANCE OF FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE EDWARD BYRNE GRANT, IN THE AMOUNT OF TEN THOUSAND, SIX HUNDRED FIFTY-ONE DOLLARS (\$10,651.00) FOR FISCAL YEAR 2016, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:

Item K-8) Consent Agenda
Resolution
Edward Byrne Grant

The Miami Gardens Police Department has been awarded grant funding from the Edward Byrne Memorial Justice Assistance Grant this fiscal year in the amount of \$10,651. The Miami Gardens Police Department will use these grant funds for Records Unit personnel to provide the highest level of service to our residents and continue to improve the criminal justice records management system. Funds will be used to support overtime needed to continue the automation of the department's current records system.

Fiscal Impact:

Proposed Action:

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a contract for the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant allowing the Miami Gardens Police Department to utilize overtime hours utilizing the \$10,651 allocated by this grant.

Attachment:

Exhibit A: Edward Byrne Memorial Justice Assistance Grant for FY 2016

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 THE CITY CLERK TO EXECUTE AND ATTEST
6 RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT
7 AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW
8 ENFORCEMENT FOR THE ACCEPTANCE OF FUNDING FROM
9 THE UNITED STATES DEPARTMENT OF JUSTICE EDWARD
10 BYRNE GRANT, IN THE AMOUNT OF TEN THOUSAND, SIX
11 HUNDRED FIFTY-ONE DOLLARS (\$10,651.00) FOR FISCAL
12 YEAR 2016, A COPY OF WHICH IS ATTACHED HERETO AS
13 EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE
14 ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT
15 FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY
16 CLERK; PROVIDING FOR THE ADOPTION OF
17 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
18

19 WHEREAS, the City of Miami Gardens, has been awarded grant funding by the
20 Florida Department of Law Enforcement (FDLE), in the amount of Ten Thousand, Six
21 Hundred Fifty-One Dollars (\$10,651.00), as a sub-recipient of the United States
22 Department of Justice Edward Byrne Grant, and

23 WHEREAS, the funds will be utilized to support staff overtime needed to continue
24 the automation of the records system of the Miami Gardens Police Department, and

25 WHEREAS, FDLE requires that the City Council adopt a Resolution authorizing
26 the City Manager to execute an Agreement for the acceptance of the grant funds,

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

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

32 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
33 hereby authorizes the City Manager and the City Clerk to execute and attest
34 respectively, that certain Sub-Recipient Agreement with the Florida Department of Law

35 Enforcement for the acceptance of funding from the United States Department of
36 Justice Edward Byrne Grant, in the amount of Ten Thousand, Six Hundred Fifty-One
37 Dollars (\$10,651.00) for fiscal year 2016, a copy of which is attached hereto as Exhibit
38 "A"; and authorizes the City Manager to take and all steps necessary to accept grant
39 funds.

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 Law
43 Enforcement (FDLE).

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: CANERON 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

77

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: City of Miami Gardens

County: Dade

Chief Official

Name: Oliver Gilbert

Title: Mayor

Address: 18605 Northwest 27th Avenue

City: Miami Gardens

State: FL **Zip:** 33056-3106

Phone: 305-622-8000 **Ext:** 2791

Fax:

Email: ogilbert@miamigardens-fl.gov

Chief Financial Officer

Name: Patricia Varney

Title: Finance Director

Address: 18605 Northwest 27th Avenue

City: Miami Gardens

State: FL **Zip:** 33056-3106

Phone: 305-622-8000 **Ext:** 2400

Fax:

Email: pvarney@miamigardens-fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Miami Gardens Police Department

County: Dade

Chief Official

Name: Antonio Brooklen

Title: Chief

Address: 18611 Northwest 27th Avenue

City: Miami Gardens

State: FL **Zip:** 33056-3106

Phone: 305-474-1400 **Ext:**

Fax:

Email: antonio.brooklen@mgspdf.org

Project Director

Name: Essie Briggs

Title: Records Supervisor

Address: 18611 Northwest 27th Avenue

City: Miami Gardens

State: FL **Zip:** 33056-3106

Phone: 305-474-1417 **Ext:**

Fax: 305-474-1529

Email: essie.briggs@mgspdf.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: RI - CRIMINAL JUSTICE RECORDS IMPROVEMENT PROJECT- MIAMI GA
Subgrant Recipient: City of Miami Gardens
Implementing Agency: Miami Gardens Police Department
Project Start Date: 10/1/2015 **End Date:** 9/30/2016

Problem Identification

The Miami Gardens Police Department utilizes an electronic Records Management System where incident/accident reports are transferred from the Computer Aided Dispatch (CAD) system to the Records Management System (RMS) through the Name Candidating process. Officers are required to create and submit supporting paper documents, each document is manually sorted, housed, scanned and electronically attached to the Records Management System. These documents include, but are not limited to: arrest forms, property receipts, domestic violence paperwork, DUI documents, and evidentiary photographs. These records are also converted into portable document format (PDF) in the Records Management System (RMS) in response to public records requests for law enforcement, other governmental agencies, and the general public. The volume of paperwork creates an increasing backlog of paperwork that must be sorted, tracked, and managed electronically. This function is performed on an overtime basis during non-regularly scheduled Records Unit hours because the Records Unit is closed on weekends and holidays.

Project Summary (Scope of Work)

To provide the highest level of service and quality to our residents, the Miami Gardens Police Department will use Byrne Grant funding to continue to improve and enhance the criminal justice records management system. The Department will use Byrne Grant funding to support 150 hours of overtime to convert manual records such as Property receipts, vehicle storage receipts, prefile affidavits, arrest affidavits, investigator report packages, DUI packages, domestic violence statements, drivers exchange forms and miscellaneous documents to an electronic system and to further digitize and enhance the department's current records system.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: City of Miami Gardens

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the most recent census)?

Answer: 112000

Question: What is the address of the location being used to provide services for this project?

Answer: 18611 NW 27th Avenue
Miami Gardens, FL 33056

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Law Enforcement Programs

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: \$10,651.00

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: Yes

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: Yes

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: Yes

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: N/A

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Monthly.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Citizen's Policing, Volunteer Program, Youth Explorers.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Goal: Utilize overtime to scan and attach documents to the records management system.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes.

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: N/A

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 113695944

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$10,651.00	\$0.00	\$10,651.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$10,651.00	\$0.00	\$10,651.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

Salaries and Benefits Total \$10,651 Staff for approx. 253.595238095 hrs. x \$42/hr. (OT). Benefits include FICA (7.65%) and Retirement (7.37%)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: _____

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 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:	University of South Florida Center for Urban Transportation		Advertising Requirement: <i>(Enter X in box)</i>		Yes	
						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: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>		
		X				
Sponsor Name	Cameron Benson, City Manager		Department:	<i>Police Department</i>		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING A GRANT OF UP TO FORTY THOUSAND, ONE HUNDRED TWENTY EIGHT DOLLARS (\$40,128.00) FROM THE UNIVERSITY OF SOUTH FLORIDA CENTER FOR URBAN TRANSPORTATION; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN AGREEMENT ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

In 2013 there were 498 pedestrian fatalities, 7,467 pedestrian injuries, 135 bicyclist fatalities, and 6,520 bicycle injuries in the State of Florida. Based on the National Highway Traffic Safety Administration (“NHTSA”) Traffic Safety Facts, these rates nearly double the national average for pedestrian and nearly triple the national average for bicyclists.

Pedestrian and Bicycle crashes are more likely to result in fatal or serious injuries than any other types of crashes. The number of hospitalizations and emergency room visits related to these crashes indicate that the magnitude of the problem may even be larger than identified by traffic crash reports. The financial impact and suffering caused by these fatalities and injuries are significant.

This campaign is a component of Florida’s Bicycle/Pedestrian Focused Initiative Communication & High Visibility Enforcement Implementation under the direction of Florida Department of Transportation (“FDOT”) and the University of South Florida (“University”). This program supports the goals established in Florida’s Pedestrian and Bicycle Strategic Safety Plan. These enforcement activities are being implemented to remind and educate pedestrians, bicyclists, and motorists of safe behaviors.

The FDOT through a Task Work Order with the University will utilize the Miami Gardens Police Department to educate and enforce safe pedestrian, bicyclist, and driver behaviors in high priority counties throughout the state. The main objective of this effort is to reduce traffic crashes and fatalities involving pedestrians and bicyclist through the use of selected traffic education and enforcement operations.

The University shall compensate the Miami Gardens Police Department for satisfactory performance of services. The grant funding provides one hundred percent (100%) reimbursement for the costs of four officers to work four hours a day once a week not to exceed thirty three weeks. The grant further provides for educational materials for police officer and citizen training.

The total project budget is \$40,128.00

Fiscal Impact

This is a reimbursable grant and grantor has confirmed that all benefits costs related to the overtime are eligible for reimbursement; therefore, there is no fiscal impact to the City’s budget.

Proposed Action:

It is recommended that the City Council approve the attached resolution, authorizing the City Manager to execute the Letter of Agreement and Contract and any other addendums as it relates to this grant.

Attachments:

- Attachment A: Letter of Agreement and Contract and
- Attachment B: Exhibit “A” Scope of Service
- Attachment C: Exhibit “B” Method of Compensation
- Attachment D: Exhibit “C” Effort Summary

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING A GRANT OF UP TO FORTY THOUSAND, ONE HUNDRED TWENTY EIGHT DOLLARS (\$40,128.00) FROM THE UNIVERSITY OF SOUTH FLORIDA CENTER FOR URBAN TRANSPORTATION; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN AGREEMENT ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the Florida Department of Highway Safety Motor Vehicle (DHSMV) report, in 2013 there were 498 pedestrian fatalities, 7,467 pedestrian injuries, 135 bicyclist fatalities, and 6,520 bicycle injuries in the State of Florida, and

WHEREAS, the University of South Florida Center for Urban Transportation offers grants for pedestrian and bicycle safety, and

WHEREAS, the City through the Police Department intends to apply for the Urban Transportation Research Grant to educate the public on pedestrian and bicycle safety measures, and

WHEREAS, the education component will include, but not be limited to, public presentations, direct citizen contact on the roadways of the City of Miami Gardens through enforcement of applicable pedestrian, bicycle and traffic laws, and

WHEREAS, if awarded, the grant funding provides one hundred percent (100%) reimbursement for the costs of four officers to work four hours a day once a week not to exceed thirty three weeks, and

WHEREAS, the grant further provides for educational materials for police officer and citizen training, and,

WHEREAS, the grant award will not exceed \$40,128.00,

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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: ACCEPTANCE OF GRANT/AUTHORIZATION: The City Council of the City of Miami Gardens hereby accepts a grant of up to forty thousand, one hundred twenty eight dollars (\$40,128.00) from the University of South Florida Center for Urban Transportation. The City Council further authorizes the City Manager and City Clerk to execute and attest respectively that certain Agreement attached hereto as Exhibit "A."

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

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., 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)

Letter of Agreement and Contract

In this contract between the Miami Gardens Police Department ("Vendor") and the University of South Florida Board of Trustees, a public body corporate for the University of South Florida's Center for Urban Transportation Research ("University"), the Vendor shall perform the services outlined in the scope of services (Exhibit A).

Total not to exceed: \$40,128.00

This contract is being entered into under the terms and conditions of the Florida Department of Transportation ("FDOT") project TWO #945-002, Contract #BDV25. The funding is federal and the CFDA Number is 20.205. All services must be completed by May 30, 2016 and a final invoice must be received by June 20, 2016. The Vendor shall forfeit payment of costs if final invoice is not received by close of business on June 20, 2016. Invoices should be emailed to Kristin Larsson at kristin@cutr.usf.edu. Invoices may also be sent via the U.S. Post Office or shipped. Faxed invoices are not accepted.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University. The FDOT and the University's liability in negligence or indemnity for acts of its employees or officers will only be provided under Section 768.28, Florida Statutes. Neither the FDOT nor the University shall be responsible for attorney fees except as provided by statute. Vendor shall be required to defend, hold harmless and indemnify the University, the FDOT, NHTSA, FHWA, and USDOT, from all claims and liability, or both due to recklessness or intentional wrongful misconduct of the Vendor, its agents, and employees.

In accordance with the contract, Vendor is authorized to perform the tasks detailed in the attached Exhibits and is fully responsible for satisfactory completion of all services. Vendor may not commence work prior to the issuance of a purchase order by the University. The delivery of services must begin within 30 days of contract execution and must end on or before May 30, 2016. Allowable expenses are limited to officer overtime at the hourly overtime rate including fringe benefits established under Exhibit A Section V. This Agreement is non-renewable.

Invoices must be submitted at least every 30 days, beginning within 60 days of execution of this contract. Failure to do submit invoices as outlined in this contract may result in termination of this contract. All invoices are required to include the inclusive dates (to/from) of service and the following certification statement "All costs are true and valid costs incurred in accordance with the agreement" and must be signed by an authorized Vendor representative. Additional details on invoice requirements are listed in Exhibit A.

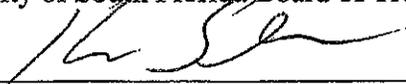
CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless the records are exempt from section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

Digitally signed by Michael J. Abernethy
DN: cn=Michael J. Abernethy, o=University of South Florida,
ou=Purchasing Services, email=abernethy@usf.edu, c=US
Date: 2015.10.16 16:06:39 -0400

10/16/2015

University of South Florida Board of Trustees

Date



10/19/15

Project Director, University of South Florida

Date

Vendor's Authorized Agent Signature

Date

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN
Miami Gardens Police Department (Vendor)

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a Task Work Order with the University of South Florida ("University"), will utilize law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in high priority counties throughout the state. The main objective of this effort is to reduce traffic crashes and fatalities involving pedestrians and bicyclists through the use of selected traffic education and enforcement operations.

II. PURPOSE:

According to DHSMV, in 2013 traffic crashes in Florida resulted in 498 pedestrian fatalities, 7,467 pedestrian injuries, 135 bicyclist fatalities, and 6,520 bicyclist injuries. Based on the National Highway Traffic Safety Administration (NHTSA) Traffic Safety Facts, these rates are nearly double the national average for pedestrians and nearly triple the national average for bicyclists.

Pedestrian and bicycle crashes are more likely to result in fatal or serious injuries than any other types of crashes. The number of hospitalizations and emergency room visits related to these crashes indicates that the magnitude of the problem may even be larger than identified by traffic crash reports. The financial impacts and suffering caused by these fatalities and injuries are significant.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative Communication & High Visibility Enforcement Implementation under the direction of FDOT and the University. This program supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. These enforcement activities are being implemented to remind and educate pedestrians, bicyclists, and motorists of safe behaviors.

III. SERVICES TO BE PROVIDED BY THE VENDOR:

- A. **High Visibility Enforcement of all road users**, including pedestrians, bicyclists, and motorists, in an effort to change behaviors and improve the safety of pedestrians and bicyclists. Conduct on-street education and enforcement operations including the distribution of educational materials, and the issuance of warnings and/or citations to pedestrians, bicyclists, and motorists in accordance with Florida Statutes. The Vendor must follow an education-warning-citation progression, with an emphasis on education throughout the contract period. Education **MUST** be done for at least a third of the contract period.
- B. **Enforcement initiatives must begin within 30 days of contract execution.** Exceptions for delayed start may be approved in the event of natural disasters, fires, floods, or other crisis situations that are out of the control of the agency.
- C. **Vendor shall distribute the provided safety educational materials**, such as printed materials and lights, during ALL on-street High Visibility Enforcement operations. (All vendors choosing to participate in distribution of bicycle lights will be required to complete a separate Bicycle Light Distribution Assurance form. Limited quantities of bicycle lights are available. The University may substitute other safety items once bicycle lights supplies are depleted.)
- D. **Vendor is required to engage the media twice during the contract period** to announce enforcement operations and distribute the provided safety messages. Vendor shall be required to do at least two (2) press releases, one (1) within 30 days of beginning operations and one (1) aligned with the transition from warnings to citations. Additional media engagement is encouraged throughout the contract period. Proof of media engagement must be provided within 30 days of the press release as a backup documentation component for invoicing during the period in which it is conducted.
- E. **Vendor shall notify the University one week in advance of all on-street operations.** The administration of resources awarded through this contract may be subject to audits and/or monitoring. Representatives from the University, FDOT, USDOT, or other authorized representative from the State of

Florida shall have access to enforcement activities and all records or documents pertaining to the contract or services provided within the contract, as provided under Applicable State or Federal Law.

IV. FDOT RESPONSIBILITIES:

FDOT will provide to Vendor copies of the required training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, educational materials for distribution, and approved safety messages.

V. VENDOR RESPONSIBILITIES:

Funding is restricted to on-street overtime operations specific to pedestrian and bicycle safety in the identified high priority areas, conducted at the level of effort shown in this contract. The agency will be reimbursed based on performance of specific tasks listed within the contract. No hours may be charged for efforts other than those specified in the contract. Example: General speed enforcement would not qualify for reimbursement, however, enforcing speed in a pre-established location where pedestrians and cyclists are present and may be at risk would qualify for reimbursement.

All officers assigned to operations completed under this contract must first review and complete the following required training materials created by FDOT and the National Highway Traffic Safety Administration (NHTSA), all of which are available online:

"Pedestrian Safety Roll Call for Law Enforcement" <http://www.alerttodayflorida.com/RollCall/>

"Cycling Safety Roll Call for Law Enforcement" <http://www.alerttodayflorida.com/RollCall/>

"Pedestrian Safety Training for Law Enforcement" <http://www.iadlest.org/Projects/NLEARN.aspx>

"Enhancing Bicycle Safety: Law Enforcement's Role" <http://www.iadlest.org/Projects/NLEARN.aspx>

Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to perform overtime operations under this agreement, including a certification of completion of the required training, and a fully-loaded hourly overtime rate range (no more than +/- \$5.00) to be used for each officer. The contract hourly billing rate range shall include the costs of hourly overtime plus associated fringe benefits. Only hours from officers listed and within the rate range shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list may be updated to add officers and update billing rates, but no hours may be charged for any individual officer until after the updated personnel list has been signed and dated showing their contract billing rate and verifying training has been completed. (Note – All rates must match the payroll documentation submitted with each monthly invoice.)

Failure to submit invoices as outlined in this contract may result in termination of this contract. If payroll is bi-weekly, invoices shall be submitted after every two pay periods. If payroll is monthly, then invoices shall be submitted monthly. Vendor is required to use the invoice form templates provided in Exhibit "D." These forms will provide documentation of the following information:

- **Invoice:** summary of hours charged and total due
- **Personnel Timesheet:** dates and hours for each individual officer
- **Activity Reporting form:** one page for each operation/location completed showing officers assigned, date, times, location, safety issue addressed and corresponding enforcement approaches used, contacts overview, and the numbers of warnings and citations issued to motorist, pedestrians, and bicyclists under each Statute.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate overtime rates that match the invoice, when each officer performed overtime activities (must match the personnel timesheet), and must include either a pay stub or payroll ledger documenting payment to each officer for which you are requesting reimbursement.

The funding that is provided to the Vendor is not to be used to supplant the Vendor's ongoing enforcement and educational efforts. Duplicated efforts will not be eligible for reimbursement.

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with

the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

VI. ATTACHMENTS:

Exhibits, required forms and additional data may be attached to this agreement.

**METHOD OF COMPENSATION
PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN
Miami Gardens Police Department (Vendor)**

I. PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for the services set forth in Exhibit "A" and the method by which payments shall be made.

II. COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A" the Vendor shall be paid a Maximum Amount of \$40,128.00

The University reserves the right to review and audit Vendor's compliance with the terms of this Letter of Agreement and Contract at any time. In the event University determines that Vendor is not averaging (Actual Average - 16.00) the required number of operations, hours, and officers in each operation over the period time between the date delivery of services commence and the audit date, as agreed to herein, the University may reduce the funding for the remaining term of the Agreement by the percentage difference between the required number of operations and officers and the Actual Average.

III. DETAILS OF COSTS AND FEES:

Payment shall be made at the hourly billing rates shown on the approved personnel list, for services provided, as approved by FDOT and the University. The contract hourly billing rate range shall include the costs of hourly overtime plus associated fringe benefits. The effort is cost reimbursable, so all properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget. Please refer to Exhibit A, Section V for additional details.

IV. TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

EFFORT SUMMARY - PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN
Miami Gardens Police Department

SERVICE PROVIDED: Enhanced Traffic Enforcement Detail/High Visibility Enforcement

Details to be completed	1 every week (33 total details)
Hours per detail	4
Officers per detail	4
Total number of hot spots/corridors	29
Actual Average*	16.00

Total Project budget: **\$40,128.00**

NOTE: Total budget calculated from 33 weeks total duration at the level of effort indicated above. Reasonable effort must be made to maintain the weekly level of effort for the full contract period. If the level of effort outlined above is not obtained during a given month due to unexpected circumstances (i.e. weather, staffing issues, illness, etc.), these should be documented in each invoice. All properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget.

Agency: _____ FEID# _____

Address: _____

City: _____ State: **FL** Zip: _____

ACKNOWLEDGEMENT: By signing here, I certify that I have read and agree to abide by the pricing and all terms and conditions of this Agreement and that I am authorized to sign for the **Miami Gardens Police Department**.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

*Actual Average is calculated as follows:

$$\frac{\text{Total \# of details} \times \text{\# officers per detail} \times \text{\# hours per details}}{\text{\# of weeks}}$$



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 2015		Item Type: <small>(Enter X in box)</small>	Resolution X	Ordinance	Other
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No
Funding Source:	General Obligation Bond		Advertising Requirement: <small>(Enter X in box)</small>		Yes	
						X
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:			
	X					
Strategic Plan Related <small>(Enter X in box)</small>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:		
	X					
			Enhance Organizational <input type="checkbox"/>			
			Bus. & Economic Dev <input type="checkbox"/>			
			Public Safety <input checked="" type="checkbox"/>			
			Quality of Education <input type="checkbox"/>			
			Qual. of Life & City Image <input type="checkbox"/>			
			Communication <input type="checkbox"/>			
Sponsor Name	Cameron Benson, City Manager		Department:	<i>Police Department</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 RESPECTIVELY, THAT CERTAIN AGREEMENT WITH SST, INC. FOR THE PURCHASE OF GUNFIRE LOCATION, ALERT AND ANALYSIS SYSTEM FOR THE EXISTING 4.5 SQUARE MILE COVERAGE AREA IN THE CITY, IN THE AMOUNT OF FIVE HUNDRED FORTY THOUSAND DOLLARS (\$540,000.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE PURCHASE OF ADDITIONAL COVERAGE AREAS WITHIN THE CITY MANAGER'S PURCHASING AUTHORITY; AUTHORIZING THE PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens has been a leader in innovative crime fighting methods and technology, as a way of helping to “*Build a Safer Community*”, and addressing issues of gun violence within our City. This was evident with the City’s December 15, 2012, deployment of the ShotSpotter gunshot recognition system on a subscription basis and the ongoing Public Safety Technology Project. This ShotSpotter deployment, which is the largest in the State of Florida, is a key component of the City’s multifaceted effort to utilize technology, personnel deployment, and analysis to facilitate an effective gun violence reduction program.

Information acquired through the use of the ShotSpotter solution has been essential in determining the extent of a gun violence problem within the 4.5-mile coverage area. The ShotSpotter solution has proved itself an invaluable and surprisingly accurate component of the Department’s gun violence reduction program and assisted in a 74% reduction of gunfire alerts in the coverage area from the time of the solution’s implementation.

Additionally, the ShotSpotter data, and proactive action on the part of MGPD personnel, has resulted in a 69% reduction of celebratory New Years’ Eve gunfire in the coverage area after year one (2013/2014), and a further 34% reduction during year two (2014/2015).

In accordance with State Statute and City Procurement policies, City Staff prepared specifications for a Sole/Single Source Solicitation which was broadcasted on April 16, 2012. A broadcast notice was sent to 602 suppliers. Six vendors requested the bid package. The opening date was April 30, 2012. No bids were received, concurring that ShotSpotter LLC is a sole source vendor for this commodity.

Proposed Action:

That the City Council approves the attached resolution authorizing the City Manager to enter into an agreement to purchase the existing 4.5 square mile coverage area of the ShotSpotter gunfire location, alert and analysis system from SST, Incorporated, with an option to expand the coverage area at the agreed upon price.

Fiscal Impact

The purchase will be made using proceeds from the General Obligation Bond.

Attachment:

Attachment A: ShotSpotter Gunfire Location, Alert and Analysis System Purchase Agreement.

RESOLUTION NO. 2015_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST
6 RESPECTIVELY, THAT CERTAIN AGREEMENT WITH SST, INC.
7 FOR THE PURCHASE OF GUNFIRE LOCATION, ALERT AND
8 ANALYSIS SYSTEM FOR THE EXISTING 4.5 SQUARE MILE
9 COVERAGE AREA IN THE CITY, IN THE AMOUNT OF FIVE
10 HUNDRED FORTY THOUSAND DOLLARS (\$540,000.00), A
11 COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A";
12 AUTHORIZING THE PURCHASE OF ADDITIONAL COVERAGE
13 AREAS WITHIN THE CITY MANAGER'S PURCHASING
14 AUTHORITY; AUTHORIZING THE PROVIDING FOR
15 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
16 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
17 EFFECTIVE DATE.
18

19 WHEREAS, on May 9, 2012, the City Council adopted Resolution No. 2012-73-
20 1668, which authorized the City Manager to execute an Agreement with ShotSpotter,
21 Inc., for gunshot detection and location services, and

22 WHEREAS, the use of gunshot detection and location services has reduced the
23 Police Department's response time to gunfire incidents, and

24 WHEREAS, the technology has also assisted the Police Department with the
25 recovery of firearms and other forensic evidence, and

26 WHEREAS, since 2012, the City has leased the gunshot detection and location
27 services for a 4.5 square mile coverage area from SST, Inc., and

28 WHEREAS, City staff is recommending that the City Council authorizes the City
29 Manager enter into an Agreement to purchase the equipment for the existing 4.5 square
30 mile coverage area, and

31 WHEREAS, the total cost for the purchase of the equipment for the existing
32 coverage area will not exceed Five Hundred Forty Thousand Dollars (\$540,000.00), and

33 WHEREAS, City staff further recommends that the City Council authorize the
34 purchase of additional coverage areas within the City Manager's purchasing authority,

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

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

40 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
41 hereby authorizes the City Manager and the City Clerk, to execute and attest
42 respectively, that certain agreement with SST, Inc., for the purchase of gunfire location,
43 alert and analysis system for the existing 4.5 square mile coverage area in the City, in
44 the amount of Five Hundred Forty Thousand Dollars (\$540,000.00), a copy of which is
45 attached hereto as Exhibit "A"; and further authorizes the purchase of additional
46 coverage areas within the City Manager's purchasing authority.

47 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
48 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
49 be maintained by the City, and one to be delivered to SST, Inc.

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

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

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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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)

Agreement for Purchasing Existing
ShotSpotter Gunfire Location, Alert and Analysis System
With an Option to Expand Coverage

Agreement ID: MIAGRDNFLF09172015
Prepared on September 17, 2015
for: Miami Gardens Police Department



Submitted by:

Phil Dailly – Director, Southeast Region

mobile: +1.704.470.5501
fax: +1.650.887.2106
phild@shotspotter.com

Corporate Headquarters
7979 Gateway Blvd., Suite 210
Newark, CA 94560-1156
www.shotspotter.com

Pricing, Terms, Conditions

The pricing provided is a firm fixed price quote which expires December 31, 2015.

The price as listed herein does not include any state or local sales taxes. Customer is responsible for notifying SST if the price needs to be adjusted for sales taxes.

Existing Coverage Area Purchase:

ShotSpotter Coverage = 4.5 Square Miles (currently installed)	
ShotSpotter Hardware including 72 sensors	\$ 540,000
ShotSpotter Software – 3-Year Term License	Included

Optional – Purchase of Additional Square Miles of Coverage:

ShotSpotter Coverage = 1.0 Square Mile	
ShotSpotter Hardware including sensors	\$ 180,000 per Square Mile
ShotSpotter Software – 3-Year Term License	Included

Accompanying Exhibit

An exhibit specifying the item listed below is incorporated herein by reference and constitutes an integral part of this agreement. Unless specifically so-stated above, should there be any question of precedence between the exhibit and this agreement, then the exhibit, a single consolidated document shall be superior to the proposal itself. Items addressed within the consolidated document are:

- ShotSpotter Flex Agreement – Standard Terms, Conditions and Support (Domestic)

Special Terms:

Under this agreement, SST, Inc. and the City of Miami Gardens would co-own the gunfire data collected by the system. SST, Inc. retains the right to resell gunfire data.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

SHOTSPOTTER, INC.

CITY OF MIAMI GARDENS, FL

By: _____
(Authorized Signature)

By: _____
(Authorized signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SST, Inc. (also "ShotSpotter," "we," "us," or "our") and the end-user customer (also "Customer," "you" or "your") agree to the following Standard Terms, Conditions and Support Agreement (hereinafter, "Agreement").

The following Agreement is an essential part of the "Purchase Documents" (which term shall include this Agreement and all executed proposals and purchase orders, together with all attachments and appendices) under which you purchase a ShotSpotter Gunshot Location System and services identified in the Purchase Documents and described herein ("ShotSpotter Flex System" or "System"). Your installation, activation, or use of any part of the System (and/or signature on the purchase order and/or agreement) shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement and your purchase or order of the System. If you do not agree to be bound by these terms and conditions, do not access or use any part of the System. In consideration of the parties' mutual undertakings set forth in the Purchase Documents and in this Agreement, you and we agree as follows:

1. PURCHASE OF THE SHOTSPOTTER GUNSHOT LOCATION SYSTEM

In consideration of the parties' mutual undertakings set forth in the Purchase Documents and in this Agreement, you and we agree as follows:

For purposes hereof, the ShotSpotter Flex System shall consist of (i) hardware components supplied by SST as specified on proposals or purchase orders, duly executed and issued from time to time during the term hereof by an authorized officer of Customer and more specifically described in Section 3 (hereinafter, collectively, "Flex System Components"); (ii) object-code versions of software and firmware supplied by SST and installed on and used in connection with Flex System Components, as specified in the Purchase Documents (collectively, "Software"); and (iii) services including, without limitation, project management, system engineering, installation, and acceptance services, providing access by the Customer to Reviewed Alerts delivered via a password-protected internet portal ("Alert Console") and user interface supplied by SST, and providing access to historical Reviewed Alerts and incident information via the internet portal (collectively, "Service"), any and all of which may be referred to herein as "Products," and all of which, together, may be referred to herein as a "ShotSpotter Flex System" or a "System." Purchase Documents must be issued by Customer to SST and shall at a minimum include a total amount and refer to a specific SST proposal or quotation identification number. SST reserves the right to accept or reject each order.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Flex System and reviewed by a SST incident reviewer employee (see Exhibit A).

2. LICENSE. The following sets forth the terms and conditions of your non-exclusive license to use (i) the firmware embedded in ShotSpotter remote acoustic sensor devices; and (ii) ShotSpotter Alert Console™ client software, installed and operated locally on one or more of your workstation computers (collectively, the "License"). Each, and, collectively, all, of those software components (together with associated media, and printed materials and documentation supplied with such components), will be referred to as the "Software" and Data (as defined herein).

This License creates important legal rights and obligations, so please read it carefully before installing or using the Software or Data. This License constitutes an offer by us to you. By manifesting electronically your assent to these terms, installing into permanent memory or any storage device, loading into temporary memory, copying, or using any component of the software, or by issuing a purchase order or signing a purchase agreement, you agree to be bound by the terms and conditions of this license. If you do not agree to be bound by the terms of this License, do not issue or execute a Purchase Document, or install, load or use the Software and Data, and return all parts of the unused Software in its original packaging to ShotSpotter.

For so long as you do not violate any of the terms of this License and other SST terms and conditions, you may use for your own internal purposes, only in connection with your use of a ShotSpotter Flex System acquired by you, machine-readable, object code versions of: (i) firmware for each remote acoustic sensor device purchased with the System specified in the purchase order, licensed for operation only on the device(s) on which it originally shipped ("Device Licenses"); (ii) ShotSpotter Alert Console™ or ShotSpotter Alert Console-Mobile™ client software. Any rights not expressly granted to you herein are reserved by us or our suppliers.

A. RIGHTS IN DATA. All data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the System and Service, including, without limitation, information in Reviewed Alerts accessible through the Software, and other data or information accessible, generated, compiled or displayed through the Software or System ("Data") remains the sole and exclusive property of SST, regardless of where or on whose device(s) any such Data may be stored or kept.

SST grants to the Customer the rights to make copies of, distribute and use Reviewed Alerts within its own organization, exclusively for its own internal purposes, for purposes of detecting and locating gunfire, routine archival



recordkeeping, evidence preservation, and evidentiary purposes.

If the customer purchases the exclusivity option, then SST will not distribute to any third party any Data related to or generated by ShotSpotter Gunshot Location System in Customer's coverage area, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law.

SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose, and to authorize, license, and sublicense others to do any or all of the same. The parties shall comply with Chapter 119, Florida Statutes, Florida Public Records Laws.

B. RESTRICTIONS. The System, Software and Data are our proprietary products, may incorporate components supplied to us under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the System, Software and Data and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the System, Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the System or Software, or use them, or any other information concerning the System or Service that we have designated as confidential, for any purpose other than bona fide use of the System, Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so.

You shall not, without our express written consent, which may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the System, Software or Data, or on the Service; (ii) merge, combine, integrate or bundle the System, Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the System, Service, Data, or Software to any person other than the specific end-user customer identified to SST in the Purchase Documents, sell, resell, sublicense, lease, rent, or loan the System, Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the System, Service, Software or Data by any person other than the original end-user customer designated in the Purchase Documents, nor in or through any application service provider, service bureau, rental or time-sharing

arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the System, Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the System, Data, Software or any component thereof.

SST and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the System and Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by SST. You shall take all reasonable measures to protect SST's intellectual property rights in the System, Service and Software, including providing assistance and measures as are reasonably requested by SST from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the System or Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the System or Service is prohibited, because such conduct may cause others to infringe our rights in and to the System, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

C. TERMINATION. You agree that your right to use the System, Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and SST will cease delivering Reviewed Alerts, and disable your access to the Service and Data. Customer agrees that SST shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE. SST reserves the right at any time and from time to time to modify, temporarily or permanently, the Software or Service (or any part thereof). In the event that SST modifies the Software or Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SST, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SST is unable to substantially restore such functionality, Customer shall have



Standard Terms, Conditions and Support (Domestic)

the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by SST as of the date of such termination. Customer acknowledges that SST reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that SST shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

E. OTHER RESTRICTIONS. You acknowledge and agree that the source code and internal structure of the System, Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the System, Software, Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. You may not sell, resell, sublicense, rent, lease, or otherwise transfer the System or Software, without the express, prior written permission of ShotSpotter.

3. LIMITED EXCLUSIVE WARRANTY. Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the System and Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the System, Service and Software in substantial conformity with the specifications documentation accompanying the Service.

The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface, installed and operated locally on customer's computers and devices supplied by SST for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

A. REVIEWED ALERT SERVICE LEVELS. As regards to sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels forth in Exhibit A, attached hereto.

B. SYSTEM CONFIGURATION AND SERVICE LEVELS.

As regards to System configuration, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit B, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit B, attached hereto.

C. EXCLUSIONS FROM THE EXCLUSIVE LIMITED WARRANTY. Such ShotSpotter System Components and Software do not include (and this limited exclusive warranty does not cover): installation, engineering, acceptance, testing, or integration services not actually performed by ShotSpotter or its subcontractors; any hardware, computer, equipment or software not actually supplied by SST for your use in connection with a ShotSpotter Flex System; power sources or power wiring, connections, wiring, switches, computer and telecommunications equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware.

This limited exclusive warranty also expressly excludes: ordinary wear and tear, co-channel, adjacent channel, spurious or other radiofrequency or electromagnetic interference caused by emissions from other transmitters or devices, or unknown or natural causes; loss or damage caused by misuse, training, criminal activity, civil unrest, terrorism or combat conditions, explosion, nuclear radiation, release or electromagnetic pulse, hazardous materials release, lightning, electrical surge, theft, vandalism, tampering, animals, fire, impact, wind, flood, abrasion, liquid, or severe weather conditions; or other loss, damage, events, or circumstances outside SST's reasonable control after installation and/or delivery. (Please refer to section 4.F. *Out of Scope Services* for information regarding SST's process for remediating occurrences such as those described in this paragraph which fall outside of the scope of its Limited Exclusive Warranty.)

This Limited Exclusive Warranty applies only to the original purchaser of a ShotSpotter Flex System, and may not be assigned. This Limited Exclusive Warranty does not apply to losses or damages to Products that occur in shipment to or from us. Further, this Limited Warranty shall not cover losses or damage to the Products that we determine resulted from defective installation or operation of any ShotSpotter Flex System Component or Software by you, or anyone other than SST, including any ShotSpotter Flex System reseller or integrator; failure to perform required preventative maintenance of Products such as tuning, level setting, or battery replacement; relocation, removal, disconnection, modification or alteration of any component of the Products; merging, combining, integrating or bundling the Software or any component of the System, in whole or in part, with other software, hardware, devices, systems, technologies, products, services, functions or capabilities without first notifying and obtaining approval from us; operation by anyone other than competent and qualified personnel in accordance with any operating instructions furnished by us; or any use in any manner or for any purpose



Standard Terms, Conditions and Support (Domestic)

for which the Products are not designed or reasonably suited, nor shall it apply to the extent that any defect or malfunction relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, any of which shall void this Limited Exclusive Warranty.

In fulfillment of this warranty, we reserve the rights to either repair or replace, at our sole discretion, any defective component, to substitute components of equal quality at the time of replacement or repair, and to use reconditioned components.

During the applicable Warranty Period, all labor and materials will be provided without charge to you. Products repaired or replaced by SST under warranty will continue to be warranted according to the provisions of this Limited Warranty for the duration of the initial Warranty Period. Products returned and determined to be out of warranty will be repaired or replaced on a time and materials basis for parts and labor within a reasonable time upon receipt of your purchase order for such services. Products returned during the warranty period and found not to be defective following inspection by us will be subject to our then-current evaluation charges. We will return the Products to you after repair or replacement by the carrier and transportation method chosen by SST on our standard shipping terms.

D. OTHER WARRANTY. SST warrants that the Service, Data and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.

4. SST SUPPORT. During the term of the Services, SST will make commercially reasonable efforts to promote Customer's successful utilization of the System and Service, including but not limited to providing Customer with user guides, online help, online training presentation, and online training sessions (as available). SST will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, SST will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5 pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then SST will use

commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

A. FORENSIC REPORTS. SST, at the specific request of the customer, will produce and provide a maximum of two (2) detailed incident forensic reports per mile, per year, for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the customer to be valuable to the customer for investigation follow-up, prosecutorial requirements, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the SST Customer Service Department. Customer should expect delivery of these reports within 5 days after receipt of the request. Additional reports are available within 72 hours of the receipt of an approved purchase order in the amount of \$3,500 per additional report. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer is not current with their payments, then forensic reports shall not be generated nor provided to Customer until Customer becomes current with its payment obligations.

B. EXPERT WITNESS SERVICES. SST offers reasonable expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, SST will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer understands that SST undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SST requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for SST personnel. Due to the nature of legal proceedings, SST cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

C. OUT-OF-SCOPE SERVICES. From time to time, should circumstances arise which cause a sensor, server or software malfunction outside the scope of the limited warranty described in 2.C. above, SST may choose to submit estimates, quotations, or *pro forma* invoices (an "Out-of-Scope Service Estimate") to Customer to remediate, repair, or otherwise provide service (the "Out-of-Scope Service") on an "*à la carte*" basis at its then-prevailing fee schedule. ShotSpotter shall not be obligated to provide such estimates, and Customer shall not be obligated to accept those Out-of-Scope Service Estimates, but may do so, at its own discretion. When Customer accepts such Out-of-Scope



Services Estimates, SST shall perform the Out-of-Scope Services described therein on the schedule and for the fees described therein. Customer's acceptance of the Out-of-Scope Service Estimate shall constitute its agreement to pay ShotSpotter the fees described in the estimate for services rendered on the terms described therein. Customer acknowledges that, although it is solely in its (Customer's) discretion to approve or disapprove of such Out-of-Scope Service Estimates, an accumulation of such estimates which have not been approved may require additional time to repair if all approved later at the same time, and system performance may suffer when Out-of-Scope Services have not been performed.

5. TERM, RENEWAL

A. TERM AND COMMENCEMENT. The Software and Service term shall be specified in the Purchase Document and will commence on the date that the Software and Service are available to the Customer via the Alert Console.

B. RENEWAL. The Software and Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Software and Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by SST), and the term shall be renewed for another year. SST shall provide Customer with renewal fees, terms and conditions for the next successive renewal term upon Customer's request but no later than 90 days from the expiration date. Customer acknowledges that the Software and Service fees, terms and conditions and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew in a timely manner and hence allows the Software and Service term to expire then the Service will terminate in accordance with Section 2. C. Customer may reinstate Software and Service by paying to SST 150% of the then-current Software and Service fees (recertification) for each and every year for which such fees were not paid, in addition to the then-current maintenance fee for the upcoming one-year period,

however Customer may not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

C. COMMERCIAL CARRIER DATA SERVICES. The ShotSpotter Flex System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real-time data communications channel from each sensor to the hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless or wireless cellular communications may impact the ability of SST to provide the Service. In such circumstances SST will use commercially reasonable efforts

to obtain alternate wired or wireless cellular communications or adjust the coverage area by up to 10%. In the event SST is unable to do so, SST will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

Subject to the terms and conditions hereof, SST agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the System, Software and Service) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the System, Service and/or Software, when used in accordance with SST's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter Flex System.

Provided, however, that SST shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide SST with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide SST all reasonable assistance and information in connection with SST's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and SST shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the System, Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by SST as part of the Service, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the System, Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in SST's opinion, the System, Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in



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a lawsuit which SST is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SST's obligations under this section, then SST may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected System, Service or Software, (2) modify or replace such System, Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service.

The foregoing section states the entire liability of SST and customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.

7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY

To the maximum extent permitted by applicable law, the limited warranties expressly set forth above are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any SST representatives shall vary, expand or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the System, Software and Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, SST cannot control how the System, Software and Service is used, and, accordingly, SST does not warrant or represent, expressly or implicitly, that use of the System, Software and Service will comply

or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the System, Software and Service will not violate the privacy rights of third parties. You shall be solely responsible for using the System, Software and Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any SST representatives, we do not warrant or represent, expressly or implicitly, that the System, Software and Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the SST-supplied network will remain in operation at all times or under all conditions.

SST expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by SST, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by SST, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.



8. YOUR OBLIGATIONS. You acknowledge and agree that SST's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

A. You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the ShotSpotter Flex System in the field for purposes of detecting and locating gunshots shall constitute evidence that the Service is active and the final payment is due.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting SST in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to SST, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by SST allocates such obligations to SST expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. SST's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

C. You shall not permit any alteration, modification, substitution or supplementation of the ShotSpotter Flex System, Software, or Flex System Component, or the combining, connection, merging, bundling, or integration of the ShotSpotter Flex System, Software or Flex System Component into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

D. Unless otherwise expressly agreed in advance in writing by SST, you shall not resell, transfer, distribute or allow access to the Software, Data, Products or any portion thereof, or to any ShotSpotter Flex System output or direct data, to any person other than the specific end-user previously identified to SST in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, possess, service, support, maintain, distribute or sublicense the Products. Unless otherwise expressly agreed in advance in writing SST, you shall not authorize, allow or permit access to any computer file server or other device on which is stored any ShotSpotter Flex System output or direct data, or to any Software, by any person other than the bona fide current employees of the specific end-customer identified to SST in the Purchase Documents actually having a need to access such data

and/or Software for the purpose of using the same for the purposes authorized by this Agreement.

E. You hereby grant to SST, and ShotSpotter hereby retains, a purchase money security interest in the Products until SST has received full payment for all the Products. Until payment is received by SST, the Products shall remain the personal property of SST, regardless of any interconnection with other equipment or property. You shall perform all acts and execute and deliver all financing statements or other documents or instruments that ST may reasonably request to perfect and retain such purchase money security interest.

F. **Customer Must Have Internet Access.** In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station to SST's hosted services. , either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

G. **Passwords and Access.** Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

H. You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY RIGHTS: LIMITED LICENSE. We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the System, Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the System, Data and Software are limited, and shall be strictly in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

10. EXPORT CONTROL. You acknowledge that the ShotSpotter Flex System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Flex System or any GLS System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any



other applicable U.S. laws, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System exported to you pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any “deemed export,” or to transfer or deliver, or to disclose or furnish, to any foreign (non-U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Flex System, GLS System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in the Purchase Documents, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re-exportation or “deemed export” of the ShotSpotter Flex System, Data, Software or any GLS System Components or Services, as well as with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

In addition to compliance with the foregoing, and without limiting the generality thereof, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S. Department of Commerce Bureau of Industry and Security’s List of Denied Persons or Bureau of Export Administration’s anti-proliferation Entity List; (b) any person on the U.S. Department of State’s List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control’s List of Specially Designated Nationals and Blocked Persons; or (d) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

11. PROTECTION OF CONFIDENTIAL INFORMATION. Unless either party (the “Receiving Party”) obtains prior written consent from the other (the “Disclosing Party”), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex System; iii) your use of the

ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by local law (collectively, “Confidential Information”) Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of SST shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter GLS System is deployed be considered confidential information. Recipient’s obligations under this section shall not apply to any of Discloser’s Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient’s possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser’s Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser’s Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not “Classified” or otherwise Government-legended, information

12. NOTICES. Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party’s address or number or at such party’s last known address or number. The party’s addresses may be changed by written notice to the other party as provided herein.

13. FORCE MAJEURE. In no event shall SST be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes,



inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SST's reasonable control. At SST's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SST so long as any such cause shall prevent or delay performance, and SST agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

14. DEFAULT; REMEDIES. Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

15. LIMITATIONS ON LIABILITY. In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

In any event, except for its IP infringement indemnity obligations under section 6 hereof, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to SST under this agreement, or the amount of insurance maintained by SST available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

16. GENERAL PROVISIONS.

A. NO AGENCY. Neither SST nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

B. TERMS. Unless otherwise mutually agreed and so specified in the Purchase Documents, terms of sale of all Products are FOB SST's facility in California, U.S.A. Subject to SST's retained purchase money security interest, title, and all risk of loss shall pass to you upon SST's delivery of such products to your carrier or forwarder at that location. You shall be responsible for paying all freight, shipping, storage and demurrage charges, insurance, and all duties, taxes and other charges.

C. COMPLIANCE WITH LAWS AND TAXES. You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of your duties and obligations hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

D. EQUAL OPPORTUNITY CONTRACT CLAUSE. SST is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60-1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

E. SEVERABILITY AND INTERPRETATION. If any provision, in whole or in part, of this Agreement and/or the Purchase Documents of which it is a part is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement and Purchase Document(s).

F. INTEGRATION, AMENDMENT AND WAIVER. This Agreement, and the Purchase Document(s) of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between SST and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work,



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marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both SST and Customer. No modification, variance, amendment or waiver of any part of Agreement or Purchase Document(s) shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement or Purchase Documents shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

G. BENEFIT AND BURDEN; ASSIGNMENT. Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part. Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without SST's express prior written

consent. SST may assign or transfer this Agreement and the Purchase Documents and/or SST's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without SST's express consent.

H. GOVERNING LAW AND DISPUTE RESOLUTION. The validity, performance, and construction of this agreement shall be governed by the laws of the State of Florida, with venue lying in Miami-Dade County. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then SST and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolved within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

All parties hereby irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this agreement or any other agreement between the parties hereto.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below. SHOTSPOTTER, INC.

CITY OF MIAMI GARDENS, FL

By: _____ (Authorized Signature)

By: _____ (Authorized signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A - Reviewed Alert Service Levels

The ShotSpotter Flex System detects loud impulsive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center. Within 15 seconds of receiving the incident audit download, SST review personnel will begin analysis of the incident, which will include observing sensor audio wave files and listening to sensor audio. The outcome of this review is intended to confirm or change the System's classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's Alert Console, based on the following criteria:

<u>Incident Type</u>	<u>Action</u>
High confidence incident is gunfire	Reviewed Alert sent to Customer Alert Console
Uncertain if incident is gunfire or not	Reviewed Alert sent to Customer Alert Console
Low confidence incident is gunfire	No alert will be sent; incident available for customer review in the incident history available through the Customer Alert Console

Reviewed Alerts are sent to the Customer Alert Console. Information in a Reviewed Alert will include the location of the incident, the reviewer's qualitative assessment of the confidence level that the incident is or may be gunfire, along with other pertinent information and data.

Specifically, information provided in a Reviewed Alert will include:

- "Dot on the map" and closest parcel address denoting the location of the incident
- Qualitative Confidence that the incident is gunfire: High or Uncertain
- Qualitative Severity: Single shot, multiple shots, drive by shooting, full automatic
- Comments (if any)

The majority of incidents will be processed within 45 seconds of the System notifying the SST Incident Review Center of an incident and 90% of the incidents will be processed in less than 60 seconds. In the unlikely event that the review center loses connection to the hosting facility or the review center is unable to process the incident within approximately 60 seconds for some reason, the system will automatically route unreviewed incidents directly to the customer based on the systems classification of the incident. In the event the reviewed incident data reveals information that will aid in responder situational awareness, SST may (but is not obligated to) include this information as Comments in the Reviewed Alert. In complex incidents SST may (but is not obligated to) send an informational update shortly after the initial Reviewed Alert to the Customer's Alert Console to provide additional situational awareness information.

During major holidays such as in the case of New Years Eve, Independence Day, and Cinco de Mayo, most communities experience a large increase in firework activity. During these periods, usually at least 48 hours in advance of the holiday, during the holiday and 48 hours following the holiday, SST will put the system into fireworks suppression mode so that the reviewers can focus their response to incidents classified as gunfire. SST will inform the customer prior to the system being placed in fireworks suppression mode and when fireworks suppression mode is disabled. The actual timing of fireworks suppression mode being active is determined by the review center based on the level of fireworks being discharged. While in fireworks suppression mode, fireworks incident alerts are not sent to the reviewer nor the customer alert console, however all firework incidents continue to be stored in the data base should any of this information be needed at a later time.



The purpose of the Reviewed Alert Service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above, in situations where the analyst's qualitative confidence that an incident is or may be gunfire meets the criteria set forth above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SST does not undertake any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SST.

The Alert Console provides the Customer with full and immediate access to all incident history including the same information SST uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This enables the Customer to perform its own incident reviews, change classification based on evidence found at the location, and run various reports. This data access is available as long as the Customer is under active subscription.



EXHIBIT B - System Configuration and Service Levels

SST will deploy a ShotSpotter Flex system over the agreed upon coverage area. The system will be designed to detect at least 80% of the unsuppressed outdoor gunfire, with a location accuracy to the shooter's location within 25 meters in at least 80% of the incidents. These performance levels are predicated on the Customer assisting SST in acquiring permission for SST personnel to install and maintain the sensors at SST-recommended sites. In the event that SST cannot deploy sensors at all such sites, the foregoing performance levels may be compromised.

The sensors send incident information to a server in a SST hosting facility via third party cellular, wireless or wired networks. SST is not responsible for outages on the third party networks. SST will be responsible for installation and maintenance of the sensors and cost of the sensor communications to the hosted location server. The hosted server infrastructure (exclusive of communications networks) shall be maintained at 99.9% application availability exclusive of scheduled maintenance that SST will make reasonable efforts to coordinate with the customer.

The connection between the reviewer's console and the Customer's Alert Console is secured using a secure message protocol over http connection, where individual messages are encrypted using the same Public Key Infrastructure ("PKI") as a secure VPN connection.

Providing local access to the internet for the Alert Console is the responsibility of the Customer, as is providing a work station with access to the internet. The Customer may choose to set up multiple sessions of Alert Consoles as a form of redundancy.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 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
				X			
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	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			
			Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	Cameron Benson, City Manager		Department:	<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 TO TAKE ALL STEPS NECESSARY TO EXECUTE DEEDS AND OTHER DOCUMENTS OF CONVEYANCE, AFFIDAVITS, CLOSING STATEMENTS, CORRECTIVE INSTRUMENTS AND ANY OTHER DOCUMENTS THAT MAY BE NECESSARY AND APPROPRIATE TO EFFECTUATE THE SALE AND CONVEYANCE OF THE PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In 2009, the City purchased approximately 40 acres of commercial property from Cornerstone Group LLC located at N. W. 191st Street and 27th Avenue. The City issued taxable financing for this purchase and

the current outstanding principal due on this loan is \$6,905,440.43. The property is currently under contract with Antson Capital, Inc. The closing is scheduled for December 28, 2015. The City Manager is seeking authority from Council to execute all documents necessary to convey the property, including a deed, affidavits, etc.

Fiscal Impact

With the sale of this property, the City can pay off the current outstanding amount to include accrued interest, reduce its annual debt service, and any additional amount from the sale will be added to the City's fund balance.

Proposed Action:

The City Manager recommends the City Council adopt the attached resolution

Attachments:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO EXECUTE DEEDS AND OTHER DOCUMENTS OF CONVEYANCE, AFFIDAVITS, CLOSING STATEMENTS, CORRECTIVE INSTRUMENTS AND ANY OTHER DOCUMENTS THAT MAY BE NECESSARY AND APPROPRIATE TO EFFECTUATE THE SALE AND CONVEYANCE OF THE PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

1 WHEREAS, in 2009, the City purchased approximately 40 acres of commercial
2 property from Cornerstone Group LLC located at N. W. 191st Street and 27th Avenue,
3 and

4 WHEREAS, the property is currently under contract with Antson Capital, Inc., and
5 the closing is scheduled for December 28, 2015, and

6 WHEREAS, as a condition for closing, authority must be given to the City
7 Manager to execute all documents necessary to convey the property, including a deed,
8 affidavits, etc.,

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

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

14 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
15 hereby authorizes the City Manager to take all steps necessary to execute deeds and
16 other documents of conveyance, affidavits, closing statement, corrective instruments
17 and any other documents that may be necessary and appropriate to effectuate the sale

18 and conveyance of the property described on Exhibit "A" attached hereto to Antson
19 Capital, Inc. or its assigns.

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

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

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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Moved by: _____

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VOTE: _____

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

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

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

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

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

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Councilman Rodney Harris _____ (Yes) _____ (No)

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

TICOR Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
7410609-93860

Effective Date:
August 31, 2009 @ 09:32:51 AM

Agent's File Reference:
0967793

Amount of Insurance: \$8,963,918.86

1. Name of Insured: City of Miami Gardens, a political subdivision of the State of Florida
2. The estate or interest in the land described herein and which is covered by this policy is Fee Simple and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records 26995, Page 2593, of the Public Records of Miami-Dade County, Florida (as to Parcel 1) and in Official Records 26995, Page 2588, of the Public Records of Miami-Dade County, Florida (as to Parcel 2).
3. The land referred to in this policy is described as follows:

PARCEL 1:

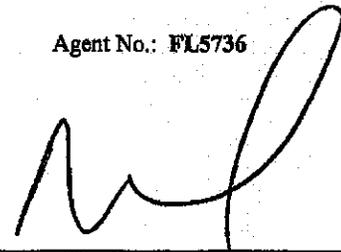
A parcel of land, being a portion of Tracts 37 and 38, of MIAMI GARDENS, according to the Plat thereof, as recorded in Plat Book 2, Page 96, of the Public Records of Miami-Dade County, Florida, lying in Section 3, Township 52 South, Range 41 East, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 3; thence along the West line of said Section 3, South 02°46'26" East, 2182.13 feet; thence North 87°13'34" East, 66.00 feet to the POINT OF BEGINNING; thence North 87°14'13" East, 265.28 feet; thence South 02°45'53" East, 157.36 feet; thence South 02°46'24" East, 80.97 feet; thence South 02°22'27" East, 157.61 feet to a point on the arc of a tangent curve; thence Southwesterly along the arc of said curve being concave to the Northwest, having a radius of 39.00 feet, a central angle of 89°36'34", an arc distance of 61.00 feet; thence tangent to said curve, South 87°14'07" West, 162.13 feet; thence North 02°42'51" West, 26.75 feet to the point of an arc of a non-tangent curve (a radial line through said point bears South 02°50'01" East); thence Northwesterly along the arc of said curve being concave to the Northeast, having a radius of 50.00 feet, a central angle of 90°03'35", an arc distance of 78.59 feet; thence tangent to said curve, North 02°46'26" West, 275.00 feet; thence North 22°37'45" West, 38.28 feet; thence North 02°46'26" West, 46.93 feet to the POINT OF BEGINNING.

Agent No.: FL5736

Issuing Agent:

Winderweede, Haines, Ward & Woodman, PA
329 Park Avenue North, 2nd Floor
Post Office Box 880
Winter Park, FL 32789



Agent's Signature
Randolph J. Rush, Esquire

TICOR Title Insurance Company
OWNER'S POLICY
Schedule A (Continued)

Policy No.:
7410609-93860

Agent's File Reference:
0967793

PARCEL 2:

A parcel of land, being a portion of Tracts 37, 38, 39, 40, 61, 62, 63, 64, 67, 68, 93, 94, 99 and 100, 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, lying in Section 3, Township 52 South, Range 41 East, being more particularly described as follows:

Commence at the Northwest corner of said Section 3; thence along the West line of said Section 3, South 02°46'26" East, 2182.13 feet; thence North 87°13'34" East, 66.00 feet; thence North 87°14'13" East, 265.28 feet to the POINT OF BEGINNING; thence North 87°14'13" East 219.14 feet; thence South 84°47'25" East 125.99 feet to a point; thence North 87°14'37" East 504.79 feet to a point on the West line of Tract "D" of DOLPHIN CENTER - STADIUM SITE, according to the Plat thereof recorded in Plat Book 129, Page 91, of the Public Records of Miami-Dade County, Florida; thence South 02°45'54" East, along the West line of said Tract "D", 438.93 feet to the intersection of the West line of said Tract "D" with the South line of the Northwest Quarter (NW 1/4) of said Section 3; thence South 02°46'44" East, along the West line of said Tract "D", 2202.46 feet to the Southwest corner of said Tract "D"; thence South 87°15'51" West, 520.00 feet to a point in the West line of Tract 99, 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; thence North 02°46'44" West, along the West line of said Tract 99 and the West line of Tract 94 of said Plat of Miami Gardens, 880.66 feet to the Southwest corner of Tract 67 of said Plat of Miami Gardens; thence North 87°13'16" East, along the South line of said Tract 67, 7.84 feet to a point; thence North 02°46'44" West, in part along the East line of M.D.P.D. North District Station, according to the Plat thereof, as recorded in Plat Book 158, Page 19, of the Public Records of Miami-Dade County, Florida, 660.59 feet to a point in the South line of Tract 62 of said Plat of Miami Gardens; thence South 87°13'34" West, along the South line of said Tract 62 and the South line of Tracts 63 and 64 of said Plat of Miami Gardens, 564.81 feet to a point of curvature of a circular curve having a radius of 25.00 feet; thence Westerly, Northwesterly, and Northerly along said curve, through a central angle of 90°00'00" for an arc length of 39.27 feet to a point of tangency; thence North 02°46'26" West, along the East line of NW 27th Avenue as shown on said Plat of M.D.P.D. North District Station, 200.00 feet to a point; thence North 02°31'07" West, along the East line of said NW 27th Avenue, 150.00 feet to a point; thence North 01°21'25" East, along the East line of NW 27th Avenue as recorded in said Official Records Book 13023, Page 3408, 4.62 feet to a point; thence North 02°46'26" West, along the East line of said NW 27th Avenue, 180.00 feet to a point of curvature of a circular curve having a radius of 50.00 feet; thence Northerly, Northeasterly, and Easterly, along said curve and along the East line of said NW 27th Avenue, through a central angle of 89°56'25" for an arc length of 78.49 feet to a point; thence North 02°42'51" West, along the East line of said NW 27th Avenue, 73.25 feet to a point; thence North 87°14'07" East, 162.13 feet to a point of curvature; thence Easterly, Northeasterly, and Northerly along a curve to the left having a radius of 39.00 feet and a central angle of 89°36'34" for an arc length of 61.00 feet to a point of tangency; thence North 02°22'27" West 157.61 feet; thence North 02°46'24" West 80.97 feet; thence North 02°45'53" West 157.36 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the South 586.38 feet thereof.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 2015		Item Type:	Resolution	Ordinance		Other	
				X				
Fiscal Impact:	Yes	No	Ordinance Reading:		1st Reading		2nd Reading	
	X		Public Hearing:		Yes	No	Yes	No
Funding Source:	City of Miami Gardens General Obligation Bond		Advertising Requirement:		Yes		No	
							X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:					
		X						
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Quality of life and City Image			
	X							
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, APPROVING THE AMENDED BOND IMPLEMENTATION PLAN DETAILING SPECIFIC PROJECTS TO BE COMPLETED AT VARIOUS PARK SITES AND CRIME PREVENTION EQUIPMENT TO BE PURCHASED AND INSTALLED THROUGHOUT THE CITY OF MIAMI GARDENS, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE BOND IMPLEMENTATION PLAN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:

In April 2014, City of Miami Gardens residents approved a \$60 million General Obligation bond

referendum for park improvements and crime prevention, including purchasing and installing crime prevention equipment, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing parks facilities and land.

On May 28, 2014, Council adopted Ordinance No. 2014-09-320, authorizing the borrowing of sixty million dollars (\$60,000,000); authorizing the issuance of City of Miami Gardens General Obligation Bonds to pay costs of remodeling, reconstructing, constructing, reconfiguring, retrofitting, furnishing and equipping City parks and parks facilities, purchasing crime prevention equipment for law enforcement assistance via electronic means, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing parks facilities and land for new or expanded parks.

As a result of the approval and authorization of the City of Miami Gardens General Obligation Bond, City staff developed a Bond Implementation Plan (BIP). The BIP specifies individual park and crime prevention projects to be executed throughout the City utilizing bond proceeds and other funding sources. The Bond Implementation Plan (BIP) was approved by Council at the February 25, 2015 City Council meeting.

Current Situation:

Certain elements of the approved Bond Implementation Plan require revision.

- Remove St. Thomas University Sports Complex: Development of an outdoor tennis center and ball fields in partnership with St. Thomas University.
- Add lease/purchase of Shot Spotter.
- Clarification of improvements to the interior of the Betty T. Ferguson Recreational Center.

Proposed Action:

It is recommended that the City Council approve the revised Bond Implementation Plan (BIP).

Attachments

Attachments:

- A- Revised Bond Implementation Plan Narrative

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE AMENDED BOND IMPLEMENTATION PLAN DETAILING SPECIFIC PROJECTS TO BE COMPLETED AT VARIOUS PARK SITES AND CRIME PREVENTION EQUIPMENT TO BE PURCHASED AND INSTALLED THROUGHOUT THE CITY OF MIAMI GARDENS, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE BOND IMPLEMENTATION PLAN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in April 2014, City of Miami Gardens residents approved a \$60 Million General Obligation Bond referendum for park improvements and crime prevention, including the purchase and installation crime prevention equipment, the renovation, purchase and construction of parks facilities and land, and

WHEREAS, on May 28, 2014, City Council adopted Ordinance No. 2014-09-320, which authorized the borrowing of Sixty Million Dollars (\$60,000,000) for this purpose, and

WHEREAS, on February 25, 2015, the City Council adopted Resolution No. 2015-42-2239, which approved a Bond Implementation Plan, and

WHEREAS, under the approved Bond Implementation Plan, City staff was authorized to make minor deviations to the Plan based upon available resources, changes in circumstances, or the identification of additional revenues; however major deviations must be approved by the City Council,

WHEREAS, as such, it is being recommended that the City Council approve the an Amended Bond Implementation Plan, as outlined on Exhibit "A" attached hereto, and

WHEREAS, under the Amended Bond Implementation Plan, the development of a sports complex at St. Thomas University will be eliminated; the purchase of gunshot

31 detection and location software will be included; and revisions will be made to the
32 improvements of the interior of the Betty T. Ferguson Recreational Complex,

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

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

38 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
39 hereby approves the Amended Bond Implementation Plan detailing specific projects to
40 be completed at various park sites and crime prevention equipment to be purchased
41 and installed throughout the City of Miami Gardens, attached hereto as Exhibit "A"; and
42 further authorizes the City Manager to execute the Amended Bond Implementation
43 Plan.

44 Section 3: 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.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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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)

City of Miami Gardens

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



MIAMI GARDENS GENERAL OBLIGATION BOND **BOND IMPLEMENTATION PLAN PROJECTS (REVISED)**

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

A. J. King Park

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

Andover Park

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

Bennett Lifter Park

- Replace existing playground and swings with new playground with soft rubberized play surface and shade structure. Move the playground closer to the recreation building.
- Resurface existing basketball court and install new backboards and rims.
- Replace sports lighting for basketball court with new Musco lighting and control system, which will reduce the power consumption by 40% and provide web based control system.

City of Miami Gardens

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Bennett Lifter Park (continued)

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

Betty T. Ferguson Recreation Center

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

Brentwood Pool

- Replace the exercise equipment at the central exercise station area. Cover central exercise station area with a shade structure.
- Install benches and trash receptacles near the basketball courts and the playground.
- Resurface the existing parking lot and adapt it to be ADA compliant.
- Renovate and resurface tennis courts.



City of Miami Gardens

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Brentwood Pool (continued)

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

Buccaneer Park

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

Bunche Park

- Demolish the existing 40 year old recreation building. Build a new Multipurpose Gymnasium to house the City of Miami Gardens Alternative Sports Complex. The building will contain a running track on a second level above a weight room, workout

City of Miami Gardens

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Bunche Park (continued)

room and locker rooms. The center will feature boxing, martial arts, dance and gymnastics.

- Remove two of the four existing basketball courts to make room for new parking lot.
- Resurface two of the existing basketball courts.
- Replace existing playground with a new playground with soft rubberized play surface and shade structure.
- Replace existing sod sports field with a new artificial turf sports field.
- Replace the sports lighting for the football field and the basketball courts with new Musco lighting and control system on the existing concrete poles. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Install bleachers with permanent shade structures for the football field.
- Repair the temporary parking in the swale area along the perimeter streets.
- Renovate and add to the existing parking lot and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Replace the broken perimeter fencing on the south side of the park with a 6-foot vinyl covered chain link fence.
- Install estate fencing along the north, east, and west perimeter of the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Bunche Pool

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

Cloverleaf Park

- Replace the existing playground with a new playground with soft rubberized play surface and shade structure.
- Expand and resurface the existing half basketball court and install new backboards and rims.



City of Miami Gardens

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Cloverleaf Park (continued)

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

Lester Brown Park (Brentwood Park)

- Add a second zone for the existing playground with a soft rubberized play surface and shade structure.
- Remove the existing natural turf sports field and irrigation system underneath.
- Install an artificial turf sports field. Reuse the existing Musco lighting system.
- Install a scoreboard.
- Install bleachers with permanent shade structures on both sides of the field.
- Re-sod the existing practice field.
- Expand the existing parking lot to the south and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Expand existing walking trail with lighting around the perimeter of the park. Add distance marker signage along walking trail.
- Install exercise station with shade structure area funded by CMG and Miami Dolphins.
- Install estate fencing at the entrance to the park and install new 6-foot vinyl covered chain link fence around the remaining perimeter.
- Install new landscaping and irrigation system in the park and the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Miami Carol City Park

- Renovate restroom building.
- Resurface the four existing basketball courts and install new backboards and rims. Install a shade structure.
- Remove sod from the existing game football field on the south of the park and install an artificial turf sports field.
- Extend the existing Musco sports lighting system to light the practice football field.
- Install a scoreboard.
- Recondition baseball field and replace backstop and dugout fencing.
- Install lighting and distance marker signage along the existing walking trail.
- Install bleachers with permanent shade structure for the football field.



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Miami Carol City Park (continued)

- Replace the existing wood pavilion with a new pavilion with picnic tables, grills, domestic water and electricity.
- Install a new large pavilion with picnic tables, grills, domestic water and electricity.
- Add temporary parking with pavers in the swale area along 187th Street.
- Install additional paved parking north of the recreation building and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a perimeter chain link fence to improve security at the park. Install estate fencing at the entrance to the park.
- Replace the existing irrigation system for the entire park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Myrtle Grove Park

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

North Dade Optimist Park

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

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Norwood Park

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

Norwood Pool

- Inspect and report on the existing poolhouse, pool and pool equipment to determine extent of renovation and replacement.
- Sand-blast and paint the existing pool. Re-tile the existing pool perimeter. Resurface the existing concrete pad around the pool.
- Repair and replace existing pool pumps, piping, filters and equipment as recommended by Inspection Report above.
- Renovate the existing Poolhouse and make it ADA compliant.

Risco Park

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

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Rolling Oaks Park

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

- Install a new entrance on NW 183rd Street and NW 14th Avenue with an estate fence and gate on the east and west side of the entrance. Install estate fencing around the perimeter of the park.
- Install new permanent parking lot on the south side of the park near the main entrance and add additional spaces in the existing permanent parking lot on north side of the park.
- Develop multipurpose sports field with artificial turf.
- Install bleachers with permanent shade structures.
- Install a scoreboard.
- Install Musco sports lighting system to light the multipurpose field.
- Construct a new recreation building and remove the trailer being used as a temporary recreation building.
- Install several new pavilions of varied sizes with picnic tables, grills, domestic water and electricity along the walking trail.
- Expand the existing walking trail with additional distance marker signage.
- Purchase and install picnic tables and grills throughout the park.
- Replace existing playground and swings and install two (2) new playgrounds with a soft rubberized play surface and shade structure (one on the north and south side of the park).
- Install other family park amenities as acreage allows.
- Repair and recoat four existing basketball courts.
- Remodel existing public restrooms to be ADA compliant.
- Install new landscaping and irrigation system in the park and paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Scott Park

- Expand existing recreation building.
- Demolish existing Teen building.
- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Resurface two existing basketball courts and install new backboards and rims.
- Remove the existing wood rail fencing around the perimeter of the park and install a 6-foot vinyl covered chain link fence.
- Renovate the existing multipurpose field with new sod.
- Recondition the existing baseball diamond and replace backstop and dugout fencing. Install outfield fencing/netting.
- Replace the existing irrigation system for the entire park.

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Scott Park (continued)

- Replace the sports lighting for the multipurpose field, baseball field and basketball courts with new Musco lighting and control system. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Add temporary parking with pavers in the swale area along three of the perimeter streets, (176th Street, 15th Court & 179th Street).
- Resurface parking lot.
- Expand sidewalk around perimeter of the site.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Senior Family Center

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

~~St. Thomas University Sports Complex~~

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

West Miami Gardens/Florida Memorial University Sports Complex

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



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Culinary Arts and Hospitality Institute

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

Mobile Stage/Show-mobiles

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

Automatic License Plate Recognition Systems (ALPRS)

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

Deployment Locations for Fixed ALPRS:

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

Mobile Command Center Technological Upgrade

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

Real Time Crime Center

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

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ShotSpotter

- The ShotSpotter gunshot recognition system is used to identify incidents within a 4.5 miles coverage area in the City. Some of the gunfire identified with ShotSpotter would go unreported without the system. Through strategic analysis, tactical responses, and deployment of dedicated personnel, the incidents of gun violence and gunfire are reduced as a result of the implementation of this technology. The lease/purchase of the ShotSpotter system will promote a high level of public safety.

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



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X			X		
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes	No		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>			
Sponsor Name	Erhabor Ighodaro, Council Member		Department:	<i>Office of the Mayor & City Council</i>			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 34-287 OF THE LAND DEVELOPMENT REGULATIONS TO ADD SECTION 32 TO PERMIT AND REGULATE MOBILE FOOD CARTS IN THE PCD DISTRICT AS OUTLINED ON EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Councilman Erhabor Ighodaro is recommending that the City amend the Land Development Regulations to permit Mobile Food Carts in the PCD District as outlined in Exhibit "A" attached hereto. The purpose of the amendment is to generate economic activity, promote free market enterprise and empower Miami Gardens residents with employment and business opportunities.

**Item M-1) Quasi-Judicial
Ordinance
Mobile Vending**

In accordance with the proposed amendment, mobile food carts will be permitted to operate in the PCD zoning district and they must have the authority of the property owner to locate on the premises. In addition, they must meet all state and federal requirements. Moreover, mobile food cart operators will be required to comply with certain safety requirements.

Proposed Action:

That the City Council adopt the attached Ordinance.

Attachment:

Exhibit "A" - Mobile Food Cart Regulations

ORDINANCE NO. 2015_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 34-287 OF THE LAND DEVELOPMENT REGULATIONS TO ADD SECTION 32 TO PERMIT AND REGULATE MOBILE FOOD CARTS IN THE PCD DISTRICT AS OUTLINED ON EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

1 WHEREAS, Councilman Erhabor Ighodaro is recommending that the City
2 amend the Land Development Regulations to permit Mobile Food Carts in the PCD
3 District as outlined in Exhibit "A" attached hereto, and

4 WHEREAS, to generate economic activity, promote free market enterprise and
5 empower Miami Gardens residents with employment and business opportunities, and

6 WHEREAS, the City Council would like to amend the Land Development
7 Regulations to permit mobile food carts in the PCD district in accordance with the
8 regulations outlined in Exhibit "A" attached hereto,

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

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

14 Section 2. AMENDMENT: Section. 34-287 of the Land Development
15 Regulations are here by amended to add Section 32 to permit and regulate mobile food
16 carts in the PCD District as outlined on Exhibit "A."

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

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

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

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

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

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

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

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OLIVER GILBERT, III, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: COUNCILMAN ERHABOR IGHODARO

Moved by: _____

Second by: _____

VOTE: _____

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

Exhibit “A”

Sec. 34-287. - Use regulations, generally.

(i) *Permitted use table.* The following permitted use table, supplemented by the Master Use List and Use Definitions set forth in appendix A in section 34-733, shall be used to determine the zoning district in which a given use may be established. In the event of conflict between the use table in this section and appendix A in section 34-733, the administrative official shall render an interpretation as to which prevails.

LEGEND

"P" means the use is permitted in the corresponding zoning district.

"SE" means the use is subject to special exception approval requirements and procedures.

□ means the use is prohibited in the corresponding zoning district

Table 1: Permitted Uses												
Zoning Districts/Uses	R-1	R-2	R-15, R-25, R-50	NC	PCD	TCO (§ 34-474)	OF	I-1	I-2	PD	AU	GP
<i>Residential Type Uses</i>												
Assisted Living Facility (ALF)*	SE	SE	SE	SE	SE	□	SE	□	□	P	□	□
Community residential facility up to 6 residents*	P	P	P	P	P	P	□	□	□	P	□	□
Community residential facility 7 to 14 residents *	SE	SE	SE	SE	SE	□	SE	□	□	P	□	□
Community residential facility greater than 15 and more *	SE	SE	SE	SE	SE	□	SE	□	□	P	□	□
Day care center—adult	□	□	□	P	SE	□	□	□	□	□	□	□
Dormitories, Fraternity or Sorority house, on campus, off-campus	□	□	□	□	□	□	□	□	□	P	□	□
Family day care home, 5 children or less	P	P	P	P	P	P	□	□	□	□	□	□
Farm worker housing	□	□	□	□	□	□	□	□	□	□	SE	□

Halfway house, treatment facility	SE	SE	□	SE	SE	□	SE	□	□	□	□	□
Home occupation office*	P	P	P	□	P	P	□	□	□	P	P	□
Hotels, Motels, Lodging*	□	□	□	□	P	P	□	P	P	P	□	□
<u>Mobile Food Cart</u>	<u>□</u>	<u>□</u>	<u>□</u>	<u>□</u>	<u>P</u>	<u>□</u>						

Sec. 34-288. - Uses permitted with extra requirements.

The extra requirements of this section shall be deemed necessary in order for uses subject to such requirements to be considered appropriate and compatible within the applicable zoning districts where such extra requirements apply.

* * * * *

(32) Mobile Food Carts.

- (1). A mobile food cart is a cart that sells foods that requires limited preparation. Mobile food carts shall not sell any prepackaged foods and shall not be used as a transporter used to transport packaged.
- (2). Mobile food carts shall be permitted to operate in the (PCD) zoning district.
 - a. No operator of a mobile food cart shall park or stand such vehicle:
 - 1. On any private property without the express consent of the owner or lessee of such property and unless such written consent is kept in the mobile food cart at all times when the facility is on the property and presented to the City upon request; and
 - 2. On properties of the City of Miami Gardens, or on any public right-of-way without the express written consent of the City of Miami Gardens.
 - b. The location of all food trucks shall comply with the Americans with Disability Act.
 - d. The sale of alcoholic beverages shall be prohibited.
- (3). The following operational requirements during the operation of a mobile food cart must also be met:
 - a. No food shall be stored, displayed, or served from any place other than the mobile food cart. The use of tables, benches, and other such devices to display or serve items for use is prohibited;
 - b. Food condiments shall be protected from contamination. Food condiments provided for customer self-service shall be prepackaged or shall be from approved dispensing devices;
 - c. Utensils and equipment shall be handled and stored to be protected from contamination. Single-service utensils shall be obtained from sanitary containers or approved sanitary dispensers, stored in a clean, dry place until used, handled in a sanitary manner, and used only once;
 - d. All mobile food cart shall be required to provide proof of state licenses, including a valid mobile food establishment permit issued by the Florida Department of Agriculture and Consumer Services (FDACS) and Commissary Letter of Agreement

(FDACS form 14223), and a food handling license for each individual mobile food cart in order to temporarily operate in the City of Miami Gardens.

- (4). All mobile food cart operators shall obtain and keep in full force and effect the following types and amounts of insurance with an insurance carrier authorized to conduct business in the State of Florida: (i) Commercial general liability insurance (occurrence insurance) including, without limitation, personal injury, property damage and contractual liability (applicable to the indemnity provisions of this Agreement), with minimum limits of Five Hundred Thousand Dollars (\$500,000) each occurrence and One Million Dollars (\$1,000,000) aggregate.
- (5). All operators of mobile food carts shall be required to obtain a Business Tax Receipt from the City of Miami Gardens.
- (6). Mobile Food carts shall only be permitted on Thursday's, Friday's, Saturdays and Sundays for a maximum of four (4) hours.
- (7). Mobile food carts shall not be operated within 1000 feet of another mobile food cart.
- (8). Mobile food carts shall be managed in accordance with the following policies:
 - a. The quiet, safety, and cleanliness of the mobile food carts site and its adjacent area shall be maintained.
 - b. Proper and adequate storage and disposal of debris and garbage shall be provided.
 - c. Noise and odors shall be contained within immediate area of mobile food cart site so as not to be a nuisance to neighbors.
- (9). Each mobile food cart shall meet the following facility requirements related to sinks, refuse receptacles, and restrooms:
 - a. Any mobile food cart shall be equipped with a hand-washing sink, a three-compartment washing sink, and an adequate supply of running hot water.
 - b. Mobile food carts shall be equipped with a suitable, tight, nonabsorbent washable receptacle for refuse.
 - c. Mobile food cart operators shall, by a written agreement with other business establishments, arrange for the availability of a restroom and hand-washing sink that may be used by employees working in the mobile food cart when the facility is parked in the same place for more than two hours. The restroom and hand-washing sink must be within 200 feet of the mobile food cart. The copy of the agreement shall be kept in the facility at all times and shall be made available for inspection by the police department, department of building and code compliance, and any other regulatory agency.
- (10). No permit shall be transferable.
- (11). If the City determines that the permittee has violated any portion of this Ordinance, the City shall order the permittee to correct the violation within a specified time period, or can immediately order the violator to vacate an occupied area. The City may require that any permittee vacate an occupied area if it is deemed to be in the best interest of the city.

~~(32)~~ (33) Places of assembly.

(All other sections to be renumbered)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X			X		
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X			
Funding Source:			Advertising Requirement:	Yes		No	
				X			
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>			
		X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A			
		X					
Sponsor Name:	Cameron Benson, City Manager		Department:	<i>Development Services</i>			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY SPIRIT OF CHRIST CENTER & MINISTRIES, INC. FOR THE REZONING OF THAT CERTAIN PROPERTY LOCATED AT 1455 NW 183 STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM AU, AGRICULTURE TO NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

On April 11, 2010 the City of Miami Gardens adopted the Land Development Regulations (LDRs) to regulate and govern the land development and zoning of the City. Prior to adoption, the City relied on the Miami-Dade County Zoning Code. There was extensive public participation and time spent on the development of the LDRs to reflect and highlight the City's economic development and growth potentials. In addition to adopting land development regulations that would minimize the potential impacts of incompatible uses and protect areas from intrusion of nuisances and incompatible uses. The LDRs allow places of assembly as a permitted use in the NC, Neighborhood Commercial, PCD, Planned Corridor Development and/or I-1, I-2 Industrial districts. The land use of the site owned by Spirit of Christ Center & Ministries, Inc., including the day care has been established in the neighborhood since 1959 and is currently defined by Zoning as a legally nonconforming use.

Current Situation

The applicant is requesting a rezoning of the 1.70 acre parcel zoned AG, Agriculture to NC, Neighborhood Commercial which would bring the legally nonconforming existing use to a place of religious assembly, into conformity with the City's Land Development Regulations (LDRs) and will allow the proposed expansion for a 6,000 square foot sanctuary/multi-purpose hall. The City's LDRs allow places of assembly as a permitted use in the NC, Neighborhood Commercial, PCD, Planned Corridor Development or the I-1, I-2 Industrial districts.

The applicant has submitted a site plan (attached) which reflects the proposed development of a 6,000 sq. ft. sanctuary. The site plan will be subject to site plan review by the City's Development Review Committee (DRC), if the rezoning is approved. In addition, the number of off-street parking space requirements would be pursuant to Sec.34-381 of the City's Land Development Code.

The rezoning to NC, Neighborhood Commercial includes places of public assembly and also allows an extensive list of commercial and non-residential uses. (See attachment, Sec. 34-287, Use Regulations, Generally-Table 1: Permitted Uses List which includes NC, Neighborhood Commercial, PCD, Planned Corridor Development, I-1, Special Industrial and I-2, Heavy Industrial).

Zoning History

Our zoning records indicates on April 16, 1959, the Metropolitan Dade County Zoning Commission denied in part, through Resolution No. 3081 an application by Dade Heights Jewish Community Center for a change of zone from AU (Agricultural Use) and GU (Government Use-Interim) to RU-3 (Four Unit Apartment) or special permit, to permit a church and allied uses at 1455 NW 183rd Street, but that a special permit for a church and allied uses, but not including a community center use, be approved subject to conditions. These conditions included dedication of right-of-way, a detailed plot plan be submitted to and meet with the approval of the Zoning Director, and the use be established and maintained in accordance with the approved plans.

On August 11th, 1969, The Metropolitan Dade County Zoning Appeals Board passed and adopted Resolution No. 4-ZAB-411-69, which approved a special exception and unusual use to expand an existing day nursery subject to conditions which included dedication of right-of-way; the use conform to requirements and/or recommendations of the State Welfare Department and Dade County Fire and Public Health Departments; the use be restricted to a maximum of 205 children, ages 2 to 14 years old;

hours of operation shall be between 7 am and 6 pm on weekdays only, Monday through Friday inclusive; a maximum of 14 vehicles of a school bus type be permitted and stored on the premises; play area shall be entirely enclosed; the existing structure be of a residential type and character and meet the approval of the Zoning Director; only one sign, not to exceed 11/2 sq. ft.; and the Certificate of Use and Occupancy be automatically renewed annually by the Dade County Building and Zoning Department upon compliance with all terms and conditions.

Analysis

The proposed rezoning of the property from AU, Agriculture to NC, Neighborhood Commercial is consistent with the policies and objectives of the City of Miami Gardens' Comprehensive Development Master Plan (CMDP), and satisfies the criteria for granting of amendments or adoption of changes to the text of the LDRs or change of the actual official zoning map designation of a parcel or parcels.

Proposed Action:

It is recommended the City Council adopt this Ordinance.

Attachments:

Attachment "A"- Survey and Legal Description

Attachment "B"- Staff Recommendation

ORDINANCE NO. 2015_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY SPIRIT OF CHRIST CENTER & MINISTRIES, INC. FOR THE REZONING OF THAT CERTAIN PROPERTY LOCATED AT 1455 NW 183 STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM AU, AGRICULTURE TO NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Spirit of Christ Christian Center & Ministries, Inc. ("Applicant) is the owner of that certain property located at 1455 NW 183 Street, more particularly described on Exhibit "A", and

WHEREAS, the Applicant is requesting a rezoning of the 1.70 acre parcel which is zoned AU, Agriculture to NC, Neighborhood Commercial to bring the existing use as a place of religious assembly, into conformity with the City's Land Development Regulations and to allow for the future development of the property, and

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

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

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

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

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

Section 2. APPROVAL: The City Council of the City of Miami Gardens, Florida hereby approves the application submitted by Applicant for the rezoning of that certain property located at 1455 NW 183 Street, more particularly described on Exhibit "A" attached hereto, from AU, Agriculture to NC, Neighborhood Commercial.

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

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

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

PASSED ON FIRST READING ON THE _____ DAY OF _____,
2015.

PASSED ON SECOND READING ON THE _____ DAY OF _____,
2015.

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

OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

Second by: _____

VOTE: _____

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

STAFF RECOMMENDATION
 PZ-2015-000615

APPLICATION INFORMATION

Applicant: Spirit of Christ Center and Ministries, Inc.
 Property Location: 1455 NW 183rd Street
 Property Size: 1.70 acres
 Future Land Use: Neighborhood
 Existing Zoning: Agriculture
 Requested Action(s):
 1. Rezone to NC, Neighborhood Commercial

RECOMMENDATION:

Staff recommends granting the rezoning from AG, Agriculture to NC, Neighborhood Commercial on the property located at 1455 NW 183rd Street.

REVIEW AND ANALYSIS:

Neighborhood Land Use Characteristics

Property	Future Land Use Designation	Zoning Classification	Existing Use
Site	Neighborhood	Agriculture	Legally Existing Non-Conforming Use-Educational
North	Preservation	Government Property	Parks and Recreational open Space
South	Neighborhood	R-1 Single Family Residential	Single Family Residential
East	Neighborhood	GP-Government Property	Parks and Recreational open Space
West	Neighborhood	R-1 Single Family Residential	Commercial

The subject property is 1.70 acres located at 1455 NW 183rd Street on the north side of N.W.183rd Street west of N.W. 14th Avenue and is developed as a day care. Surrounding properties to the north and east are parks and recreation and open space; to the west is commercial; and to the south are developed single family homes.

Project Summary/Background

- The applicant is requesting a rezoning of the 1.70 acre parcel zoned AG, Agriculture to NC, Neighborhood Commercial which would bring the legally nonconforming existing use to a place of religious assembly, into conformity with the City's Land Development Regulations (LDRs) and will allow for the proposed expansion for a 6,000 square feet sanctuary/multi-purpose hall. The City's LDRs allows places of assembly as a permitted use in the NC, Neighborhood Commercial, PCD, Planned Corridor Development or the I-1, I-2 Industrial districts.
- The applicant has submitted a site plan (attached) which reflects the proposed development of a 6,000 sq. ft. sanctuary. The site plan will be subject to site plan review by the City's Development Review Committee (DRC), if the rezoning is approved. In addition, the number of off-street parking space requirements would be pursuant to Sec.34-381 of the City's Land Development Code.
- The rezoning to NC, Neighborhood Commercial includes places of public assembly and also allows an extensive list of commercial and non-residential uses. (See attachment, Sec. 34-287, Use Regulations, Generally-Table 1: Permitted Uses List which includes NC, Neighborhood Commercial, PCD, Planned Corridor Development, I-1, Special Industrial and I-2, Heavy Industrial).

Zoning History

Our zoning records indicates on April 16, 1959, the Metropolitan Dade County Zoning Commission denied in part, through Resolution No. 3081 an application by Dade Heights Jewish Community Center for a change of zone from AU (Agricultural Use) and GU (Government Use-Interim) to RU-3 (Four Unit Apartment) or special permit, to permit a church and allied uses at 1455 NW 183rd Street, but that a special permit for a church and allied uses, but not including a community center use, be approved subject to conditions. These conditions included dedication of right-of-way, that a detailed plot plan be submitted to and meet with the approval of the Zoning Director, and that the use be established and maintained in accordance with the approved plans.

On August 11th, 1969, The Metropolitan Dade County Zoning Appeals Board passed and adopted Resolution No. 4-ZAB-411-69, which approved a special exception and unusual use to expand an existing day nursery subject to conditions which included dedication of right-of-way; that the use conform to requirements and/or recommendations of the State Welfare Department and Dade County Fire and Public Health Departments; that the use be restricted to a maximum of 205 children, ages 2 to 14 years old; hours of operation shall be between 7 am and 6 pm on weekdays only, Monday through Friday inclusive; a maximum of 14 vehicles of a school bus type be permitted and stored on the premises; play area shall be entirely enclosed; that the existing structure be of a residential type and character and meet the approval of the Zoning Director; that only one sign, not to exceed 11/2 sq. ft. ; and that the Certificate of Use and Occupancy be automatically renewed annually by the Dade County Building and Zoning Department upon compliance with all terms and conditions.

Consistency with City of Miami Gardens Comprehensive Development Master Plan

The primary objective of the Neighborhood designation as outlined in Objective 1.2 of the Comprehensive Development Master Plans is as follows:

“The Neighborhood land use designation applies to areas intended for low and medium density residential development with supporting commercial and office uses. The designation of Neighborhood is specifically intended to protect single family homes from encroachment or intrusion from incompatible land uses.”

The subject property has been developed as a day care and permits a church and allied uses at 1455 NW 183rd Street since the 1959.

Conclusion: The legally existing nonconforming use of a day care and proposed development of a place of assembly is a supportive neighborhood use and would not be an encroachment or intrusion of the adjacent uses (Parks and Recreational Open Space to the north and east); and (R-1 Single Family to the south and commercial to the west). Therefore, the rezoning is consistent with the policies of the City’s Comprehensive Development Master Plan.

Zoning Review and Analysis

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

*“(f) **Criteria for granting of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels.** The detriments or benefits of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels shall not be denied consideration on the grounds that they are indirect, intangible or not readily quantifiable. In evaluating the application, among other factors related to the general welfare, the following shall be considered:*

- (1) The development permitted by the application, if granted, conforms to the city's comprehensive development master plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered;*
- (2) The development permitted by the application, if granted, will have a favorable or unfavorable impact on the environmental and natural resources of the city, including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the natural and human environment; and whether any irreversible or irretrievable commitment of natural resources will occur;*
- (3) The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the city;*

- (4) *The development permitted by the application, if granted, will efficiently use or unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction;*
- (5) *The development permitted by the application, if granted, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.”*

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

1. The rezoning is generally consistent the City’s CDMP and has been established as part of the neighborhood since the 1959.
2. The rezoning will not affect natural resources in the City; the property will be developed on the existing 1.70 acre site.
3. The rezoning will have a favorable impact upon the City’s economy introducing construction related opportunities to the neighborhood.
4. The rezoning will not have an adverse impact upon water, sewer, drainage, education or recreation facilities.
5. The rezoning will not impact public transportation facilities, streets or highways and will be assessable by public roads.

Rezoning to NC, Neighborhood Commercial is an appropriate designation and will allow the established use of a day care and place of religious assembly (established in 1959) to continue in conformity.

Conclusion: The rezoning of the property meets the criteria in the granting of the rezoning from Agricultural to NC, Neighborhood Commercial.

Anticipated Facilities Impact

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

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

Public Notification/Comments

In accordance with the Land Development Regulations, two (2) notifications of the applicant’s requests were mailed to property owners within a half mile (1/2) radius of the subject site to provide them an opportunity to comment on the application. No comments were received from property owners within that radius at the date of this writing. (See attached Mailed Notice Radius Map).

Attachments:

- Letter of Intent
- Hearing Map-Zoning
- Hearing Map-Aerial
- Mailed Notice Radius Map

PZ-2015-000615
Spirit of Christ Church
Rezoning from AG to NC

Submitted Plans and Survey

Zoning History

Permitted Use List Comparison Agricultural to NC, Neighborhood Commercial

,

2,640-FOOT RADIUS MAP:

LEGAL DESCRIPTION:

The West $\frac{2}{5}$ of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, less the South 50 feet thereof, in Section 2, Township 52 South, Range 41 East, located in Miami-Dade County, Florida.

LOCATION:

1455 NW 183 Street, Miami Gardens, FL 33169

FOLIO NO. 34-2102-000-0100

FOR: SPIRIT OF CHRIST CENTER AND MINISTRIES INC.

ORDER NUMBER: 150501

DATE: May 7, 2015



SCALE: 1"= 600'

The Zoning Specialists Group, Inc.

7729 NW 146th Street

Miami Lakes FL 33016

Ph: (305)828-1210

www.thezoningspecialistsgroup.com

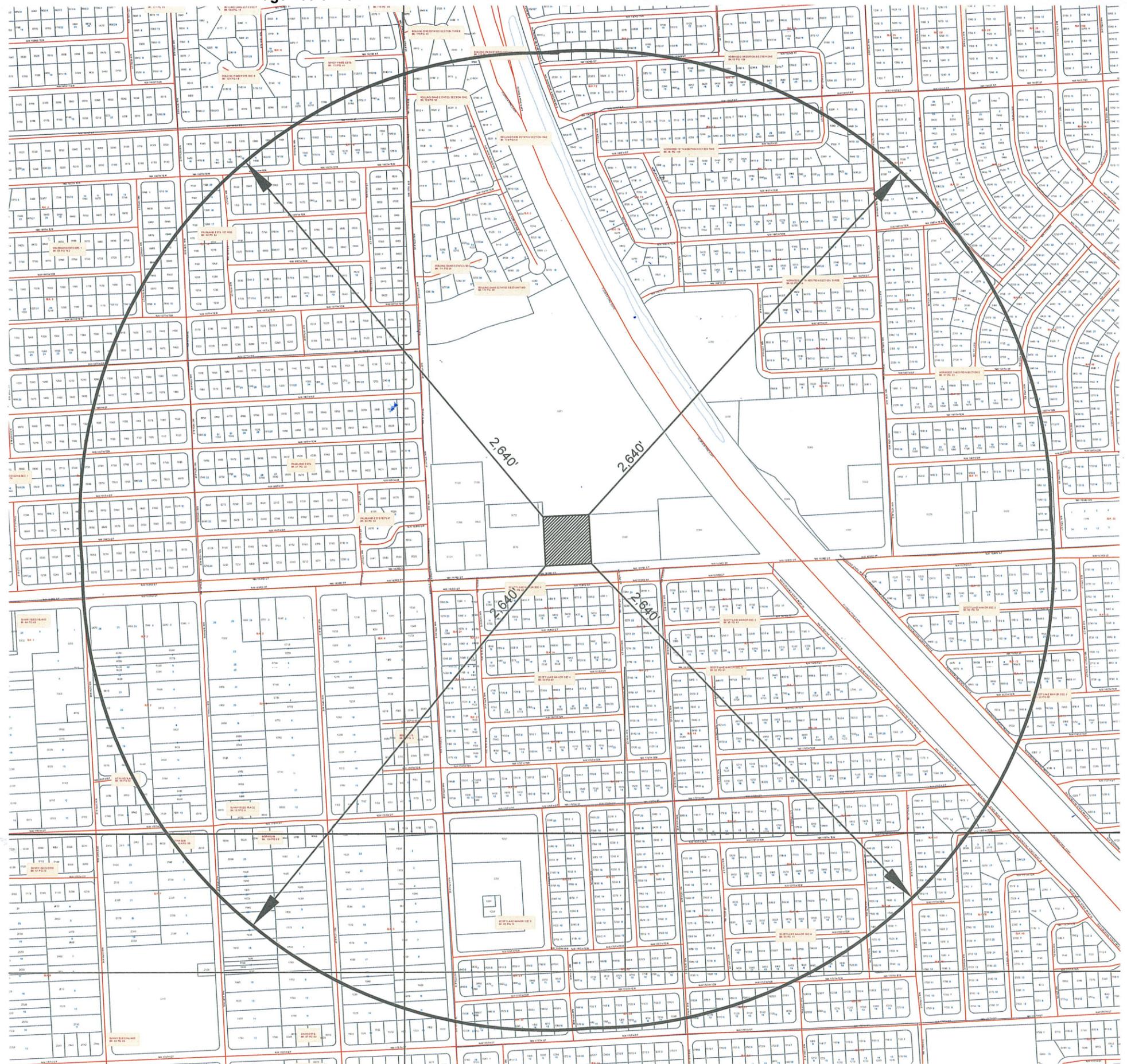
I HEREBY CERTIFY: That all the properties shown herein are lying within a 2,640-foot radius from all boundary lines of the subject property.

BY:

Jose Lopez
JOSE F. LOPEZ, P.S.M.

Professional Surveyor & Mapper
No. 3086, State of Florida.

NOTE:
NOT VALID UNLESS SEALED WITH
THE SIGNING SURVEYOR'S SEAL





HEARING AREA MAP: AERIAL



City of Miami Gardens
Planning & Zoning Division

Subject Property:
1455 NW 183rd Street



Spirit of Christ Center & Ministries, Inc.

"Where The Spirit Is Always Flowing"

20346 N.W. 2nd Avenue

Miami Gardens, Florida 33169

Telephone: (305) 935-5001 • Fax: (305) 935-5057

www.soccam.org • socc@soccam.org



Founder/President
Sr. Pastor
Cecil Lamb

Lady Benza Lamb

Spirit of Christ
Child Development
Center & Academy

Principal/Director
Camelon Lamb-Pope

Vice-Principal
Corvin Lamb

Covenant Associations

New Light Christian Ctr.
Bishop, I.V. &
Dr. Bridget Hilliard
Houston, TX

I.C.M.
World Changers Int'l.
Dr. Creflo & Taffi Dollar
Atlanta, GA

September 30, 2015

City of Miami Gardens
Department of Planning and Zoning
18605 NW 27th Avenue
Miami Gardens, FL 33056

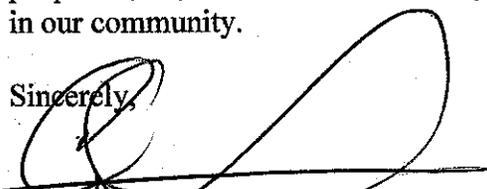
To Whom It May Concern:

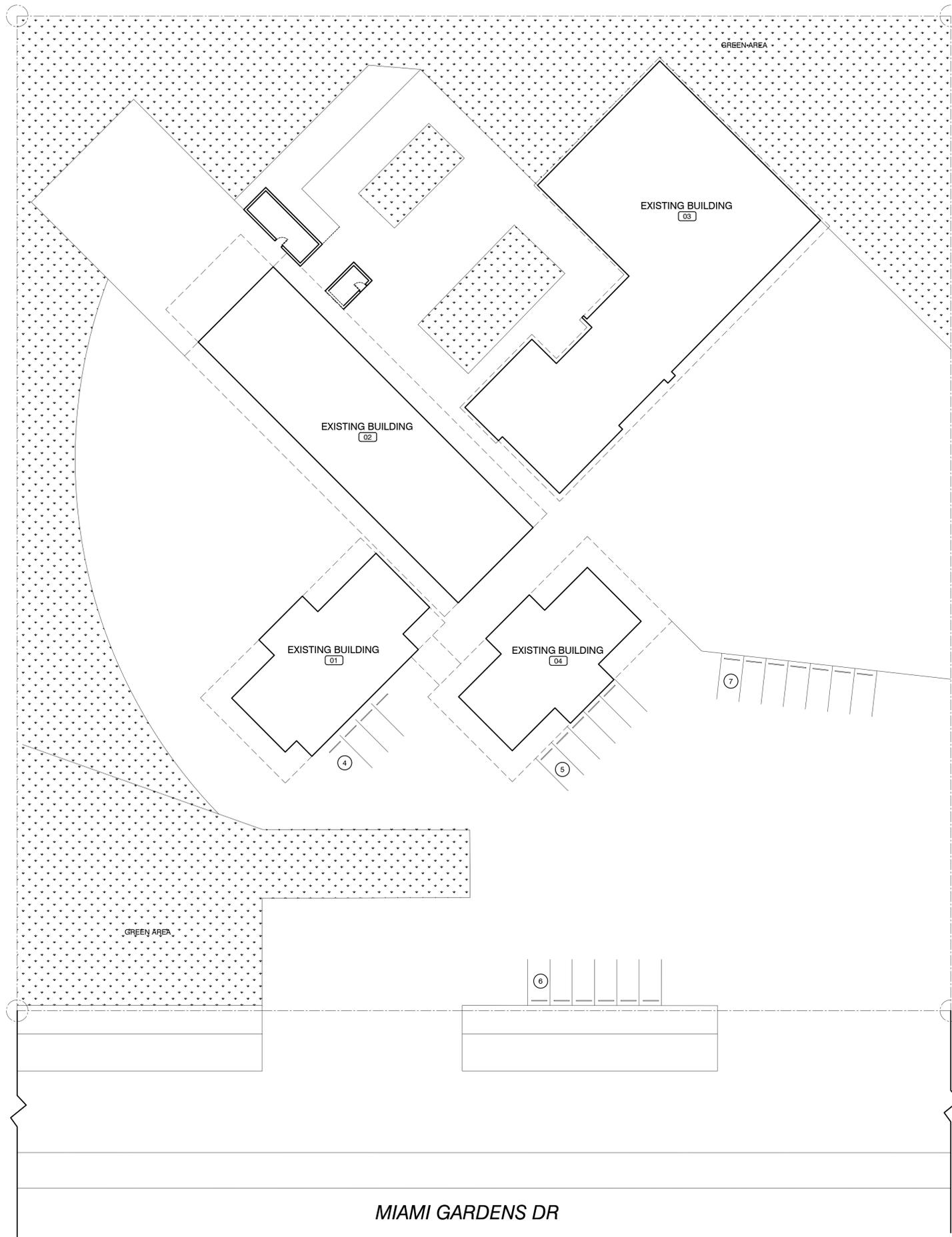
I am respectfully requesting a zoning change for the purpose of adding to the use of the property located at:

1455 NW 183rd Street
Miami Gardens, FL 33169

We believe that by adding a sanctuary of approximately 5500 – 6000 square feet, we would be able to impact the neighborhood in a positive way, as our vision is to help people be, do, and have what God says in His word, while raising up righteous seed in our community.

Sincerely,


Pastor Cecil Lamb



EXISTING SITE PLAN

SCALE	01
1/16" = 1'-0"	

SPIRIT OF CHRIS MINISTRIES
 1455 NW 183 ST
 MIAMI GARDENS, FL 33179

REVISIONS DATES:

PROFESSIONAL SEAL



RICHARD K. HARRISON 1508014364
REGISTERED ARCHITECT STATE OF FLORIDA

ISSUE DATE: 10/16/15
 PROJECT #: 1418 SP 101
 DRAWN BY: WV
 CHECKED BY: RHS

**EXISTING
SITE PLAN**

SP-1.0

3331 N.E. 32nd Street
 Ft. Lauderdale, FL 33308
 P: 954.566.7298 F: 954.566.3286
 www.simonarchitectural.com
 AA-C000582



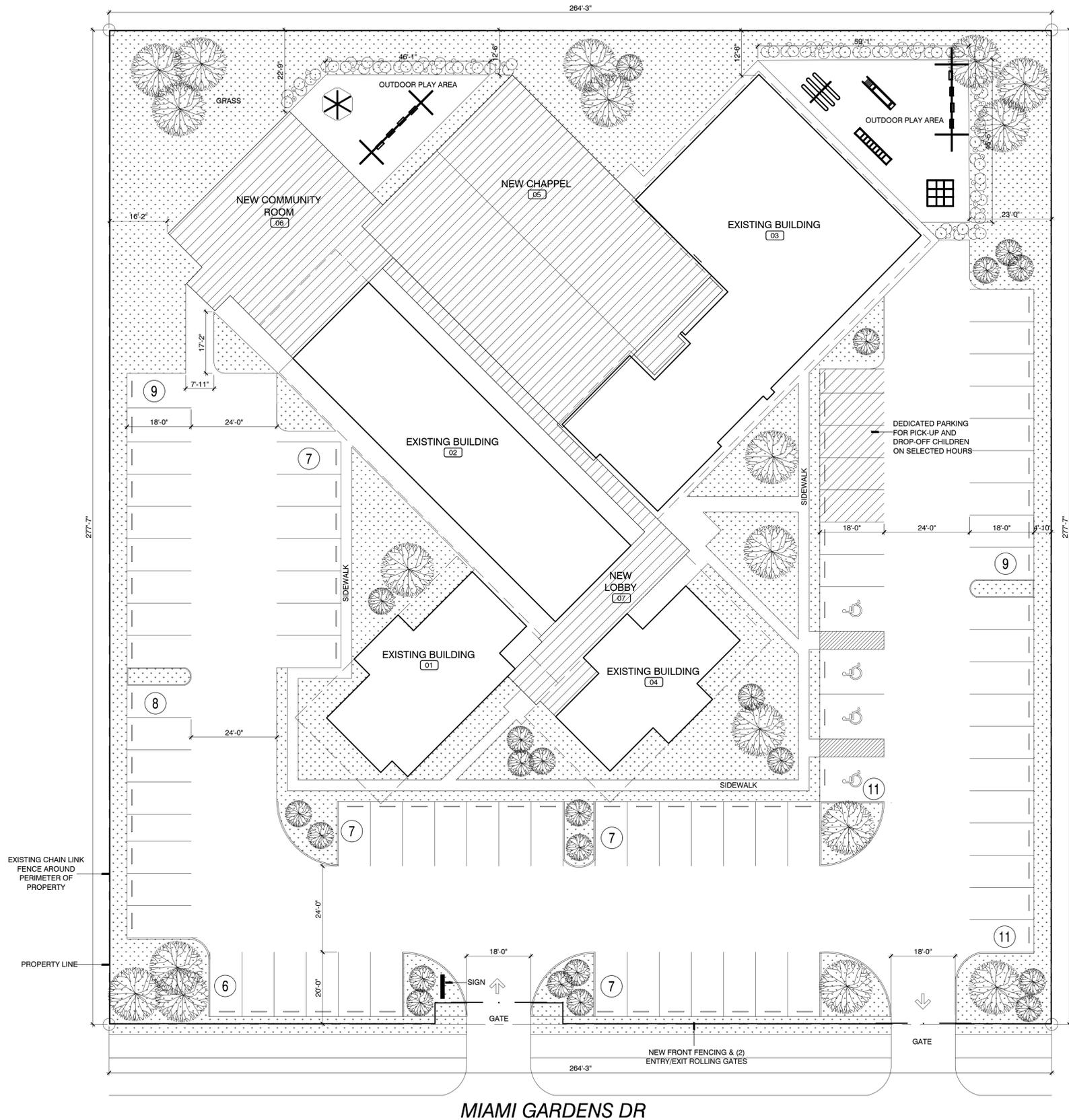
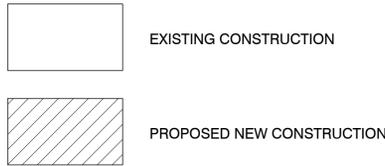
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PROJECT

architects - interior designers
engineers - construction managers

GENERAL INFORMATION		
	SF	%
EXISTING ENCLOSED AREA	9,285 SF	
NEW ENCLOSED AREA	21,160 SF	28.5 %
GREEN AREA	19,200 SF	26 %
OUTDOOR PLAYGROUND	2,788 SF	3.8 %
SIDEWALKS	3,920 SF	5.6 %
PAVEMENT	26,993 SF	36.4 %
LOT AREA	74,052 SF / 1.7 AC	100%

ZONING CALCULATIONS		
PROPOSED USE	DAYTIME: SCHOOL / AFTER HOURS: CHAPEL	
ZONING	AU: AGRICULTURAL	
LOT AREA	74,052 SF	
PARKING PROVIDED	82 PS	
	REQUIRED	PROVIDED
MAX. FAR	0.50	0.28
MAX. IMPERVIOUS SURFACES	70 %	70 %
MAX. BUILDING HEIGHT	2 STORIES	1 STORIES



PROPOSED SITE PLAN

SCALE	01
1/16" = 1'-0"	

P:\PROJECTS_S\1418_Spirit Of Chris Ministries\1418_SP_101 - Miami Gardens_Drawing Working Drawings\CD\1418_SP_101_SP-11_NEW Proposed SP.dwg

3331 N.E. 32nd Street
 Ft. Lauderdale, FL 33308
 P: 954.566.7298 F: 954.566.3286
 www.simonarchitectural.com
 AA-C000582



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PROJECT

SPIRIT OF CHRIS MINISTRIES
 1455 NW 183 ST
 MIAMI GARDENS, FL 33179

REVISIONS DATES:



RICHARD HARRIS SIMON #AB014364
 REGISTERED ARCHITECT STATE OF FLORIDA

ISSUE DATE: 10/16/15
 PROJECT #: 1418 SP 101
 DRAWN BY: WV
 CHECKED BY: RHS

PROPOSED SITE PLAN

SP-2.0

Zoning



[Zoning Hearing](#) | [Zoning Maps](#) | [Resolution Log](#) | [Appeals](#) | [Recorded Docs](#) | [Foreclosure & C.U.](#) | [MuniCode](#)

Zoning Hearing Record

Process Number: Z1959000374

Application Name:	DADE HEIGHTS JEWISH COMMUNITY CENTER		Application Date:	1/29/1959	
Location:	1455 NW 183 ST				
County/Muni:	MIAMI GARDENS	Processor:			
Appeal:	N	App Type:		Request:	
Units:		Lot Size:		Bldg Sq Ft:	
Contact:				Phone/Email:	\
Address:				City, State & Zip:	,

No zoning(s) found.

NOTE: Future hearing dates shown below are tentative until the actual hearing date has been published in the local newspaper.

Board	Resolution	Result	Hearing Date	Item #
ACC	3081	APPROVED IN PART	04/16/1959	

Folio	Section	Township	Range	Related Process Numbers
3021020000000	02	52	41	No Related Process Numbers found.

IF YOU HAVE A PROBLEM VIEWING AN IMAGE, PLEASE SEND AN EMAIL, AND INCLUDE THE IMAGE NAME.

View Documents
RESOLUTION [2]
PLANS - REDUCED OR SMALL [1]
SKETCHES [1]
APPLICATION [4]
RECOMMENDATIONS-KITS [2]
HEARING PLAN [2]
TRANSCRIPTS [1]

[View Status](#)

[Back to Top](#)

[Back](#)

RESOLUTION NO. 3081

The following resolution was offered by Commissioner

Alexander S. Gordon, seconded by Commissioner

Ben C. McGahey, and upon poll of members present,

the vote was as follows:

Joseph A. Boyd, Jr.	aye	Edwin L. Mason	nay
Faris N. Cowart	aye	Ben C. McGahey	aye
Ralph A. Fossey	aye	John B. McLeod	nay
Charles F. Hall	aye	Arthur H. Patten, Jr.	aye
Robert M. Haverfield	absent	Walter Weiss	nay
Alexander S. Gordon	aye		

WHEREAS, Dade Heights Jewish Community Center has applied for a change of zone from AU (Agricultural) 7500 c.f. min., and GU (Interim) to RU-3 (Four Unit Apartment) or special permit, to permit church and allied uses on the East 3/5 of the S $\frac{1}{2}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 2, Township 52 South, Range 41 East, less the South 35 ft. thereof; 1455 NW 183 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Dade County Zoning Commission was advertised and held as required by law, and after hearing all interested parties and considering the adjacent areas, the Zoning Commission recommended that the requested change of zone be denied, but that a special permit for church and allied uses, but not including Community Center use, be approved, subject to the following conditions:

1. That in order to alleviate the congestion and traffic to be generated by the church use, such rights-of-way as may be deemed lacking, desirable and necessary in the opinion of the County Engineer and Zoning Director, be dedicated.
2. That a detailed plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things but not be limited to, type and location of bulletin board or signs, location of structure or structures, off-street parking areas and driveways, walls and hedges, land-

6. That the use be established and maintained in accordance with the approved plan, and

WHEREAS, a public hearing of this Board was advertised and held, at which time the recommendations of the Zoning Commission were presented, and interested parties present and concerned in the same were heard, and upon due and proper consideration having been given to the matter, it appears to this Board that the application, as recommended by the Zoning Commission, would be in accord with the overall, comprehensive, zoning plan for Dade County, Florida,

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested change of zone be and the same is hereby denied, and that a special permit for the use, as recommended by the Zoning commission, be and the same is hereby approved.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department, and to issue all permits in accordance with the terms and conditions of this resolution.

passed and adopted this 16th day of April, 1959.

Heard 3-18-59
No. 8
vd

5/23/59

BOARD OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

BY W. WEISS
Chairman/Vice Chairman

280.24'

110.67'

49.47'

280.38'

This area
to be landscaped
with Trees + Grass

Ivoria hedge

Valley V

EXIT

ALAI GARDENS DRIVE

1 STORY C.B.S.
CLAY POOL BLDG

1 STORY C.B.S.
SYNAGOGUE BLDG

PARKING

DOUBLE LANE
LOADING

DRIVE

DRIVE

396.10'

396.35'

101.15'

94.93'

Hibiscus Hedge

280.46'

396.10'

EXIT

3
52-41

12,500 cf

30% 10,800 cf
RES. 1372-558
COND. 2

52
41

N

NW

NW

NW. 189 St.

RES. 10767 11-56
COND.

RU-1

12,500 cf.
30% 10,800 cf.

RES. 1372 5-58
COND.

Ave.

NW. 187 St.

12,500 cf
NW. 17

Ave.

Re. 1483

NW. 185 St.

RU-1

AU

E-48

NW. 183 St.

10
52-41

12,500 cf

RU-1

except 10
11,500 cf

SP. 11-58
DPT. 11-58

Misc. 1928

SP. 11-58
KIND. 11-58

GU

9/260

10767
(D.P.L.)

March 1959

RECEIVED

2500 Type of Hearing Gen. Comm.
Section 2-52-44 (IL-60)
Date January 26, 1959

DADE CO. PLANNING, ZONING

APPLICATION FOR PUBLIC HEARING, BLDG. DEPT.

By G. J. Sullivan

This application must be completed and returned, with all enclosures referred to therein, to the office of the Dade County Planning, Zoning and Building Department, before advertisement may be made for a public hearing. This information must be completed and accepted by the Dade County Planning, Zoning and Building Department on or before Feb 2 1959 in order to be heard at the March 19 1959 hearing.

The applicant is reminded that the change of zone, use, variance, etc., must be justified, and the mere filing of the application or appearance at the public hearing does not assure approval of the application.

1. Name of Applicant (print) Dade Heights Jewish Community Center
2. Post Office Address of Applicant 18160 Northwest Second Avenue
City North Miami, State Florida Tel. No. 6-4416 Na. 4-1711. If no an-
3. Legal Description of property covered by application The East 3/5 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 52 South, Range 41 East, less the South 35 feet thereof for road purposes, in Dade County, Florida.
4. Size of Area covered by application 2-2/3 acres
5. Highway and Street Boundaries 14th St
1255 N.W. 183rd St
6. (a) Ownership of property obtained _____ day of _____ 19 _____
(b) When was contract for purchase or deed signed? December 24, 1958
(c) When was lease signed? _____ Term from _____ to _____
(d) Owners name and address Mr. and Mrs. O. C. Svrett, West Palm Beach, Fla.
(e) Name and address of mortgagee _____
7. Where property is not owned by the applicant, a letter must be attached giving the consent by the owner to the applicant to request a change of zone on the property. Has such letter been attached? See Deposit Receipt Contract attached.
8. Zone Classification at present R GU Minimum Cubic Content at present 7500
9. Zone Classification desired RU-3 or Special Permit Minimum Cubic Content desired _____
10. What, if any, permit has been applied for? _____
11. Uses desired which are not permitted by present zone classification
Church and allied uses
12. Special conditions or reason believed justifying change of restriction or _____

- 13. Have four copies of tentative layout of area been submitted to County Engineer? _____
- 14. Are any structures now located on property? None (If so, be sure to show them on plot plan required below.)
- 15. The following enclosures are needed to complete this application for a public hearing:

- Plot Plan of Proposed Layout
- _____ Building Plans of Structures to be Erected
- _____ Floor Plan of structure under consideration
- _____ Certified Survey of Area in Question
- _____ Tentative Plat of Proposed Subdivision
- _____ Survey by Licensed Engineer or Surveyor of all churches and Schools within 3000 feet
- _____ Survey by Licensed Engineer or Surveyor of all places of business serving alcoholic beverages within 2000 feet
- _____ Profiles and Topographical of Proposed Excavation
- _____ Two sketches showing all property owners within _____ ft. of the property covered by this application
- _____ List of names and post office addresses of property owners and legal description of property within _____ feet of the property covered by this application. State source used to secure same _____
- (optional) _____ Petition of waivers of objection of neighboring property owners
- Hearing fee of twenty-five dollars (\$25.00) in cash or check drawn to the order of "DADE COUNTY PLANNING, ZONING AND BUILDING DEPARTMENT".
- _____ (Other) _____

16. The undersigned understands this application must be complete and accurate before a hearing can be advertised _____

I, Sanford L. Muchnick, an officer of the Dade Heights J.C.C. being first duly sworn, depose and say that ~~(I am the owner)~~
 (I am the legal representative of the owner or lessee) of the

property described which is the subject matter of this application; that all the answers to the questions in said application, and all sketches and data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

DADE HEIGHTS JEWISH COMMUNITY CENTER
 By: Sanford L. Muchnick, Treasurer
 (signature)

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DADE COUNTY ZONING COMMISSION
 EXECUTIVE SESSION
 March 18, 1959

8. Dade Heights Jewish Community Center.

II-60.

Motion was made by Mr. **Custer**, seconded by Mr. **Frix**,

and upon vote was unanimously carried to recommend that the requested change of zone be denied, but that a special permit for church and allied uses, but not including Community Center use, be approved, subject to the following conditions:

1. That in order to alleviate the congestion and traffic to be generated by the church use, such rights-of-way as may be deemed lacking, desirable and necessary in the opinion of the County Engineer and Zoning Director, be dedicated.
2. That a detailed plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include, among other things but not be limited to, type and location of bulletin board or sign, location of structure or structures, offstreet parking areas and driveways, walls and hedges, landscaping, drainage, etc.
3. That in the approval of said plot plan, particular attention be given to require the location of the proposed structures to be at least 150 ft. from the centerline of Miami Gardens Road.
in
4. That/the approval of the plan, the parking area be required to be located on the east end of the property in question.
5. That in the approval of said plan, it be required that the west end of the property be suitably landscaped to serve as a buffer for the property to the west.
6. That the use be established and maintained in accordance with the approved plan.

*Sunday School
 Hebrew School
 Synagogue*

Zoning



Zoning Hearing | Zoning Maps | Resolution Log | Appeals | Recorded Docs | Foreclosure & C.U. | MuniCode

Zoning Hearing Record

Process Number: Z1969000388

Application Name:	STANLEY LEWIN		Application Date:	
Location:	1455 AND 1545 N. W. 183RD STREET (MIAMI GARDEN DRIVE.)			
County/Muni:	MIAMI GARDENS	Processor:		
Appeal:	N	App Type:		Request:
Units:		Lot Size:		Bldg Sq Ft:
Contact:			Phone/Email:	\
Address:			City, State & Zip:	

No zoning(s) found.

NOTE: Future hearing dates shown below are tentative until the actual hearing date has been published in the local newspaper.

Board	Resolution	Result	Hearing Date	Item #
ZAB	4ZAB41169	APPROVED WITH CONDITION(S)	08/11/1999	8

Folio	Section	Township	Range	Related Process Numbers
3021020000000	02	52	41	No Related Process Numbers found.

IF YOU HAVE A PROBLEM VIEWING AN IMAGE, PLEASE SEND AN EMAIL AND INCLUDE THE IMAGE NAME.

View Documents
RESOLUTION [3]
SKETCHES [1]
RESOLUTION HISTORY [1]
LETTER OF INTENT [1]
APPLICATION [11]
RECOMMENDATIONS-KITS [4]
HEARING PLAN [1]
SURVEY [2]
TRANSCRIPTS [1]

[View Status](#)

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2-52-41
 II-60
 Item No. 69-388

RESOLUTION NO. 4-ZAB-411-69

The following resolution was offered by Mr. H. H. Wood, seconded by Mr. Steven J. Green, and upon poll of members present, the vote was as follows:

Hilton R. Carr, Jr.	aye	Betty S. Page	absent
Irene Faugno	aye	Roger Shaw	aye
William L. Flynn	aye	H. H. Wood	aye
Steven J. Green	aye	Andrew Lee	aye
Leonard Levenstein	aye		

WHEREAS, Stanley Lewin has applied for a SPECIAL EXCEPTION AND UNUSUAL USE to permit the expansion of an existing day nursery.

ON: A portion of the SW $\frac{1}{4}$ of Section 2, Township 52 South, Range 41 East, more particularly described as follows: The E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 2, less the S. 300', less the N. 264', and less the W. 25' and less the E. 25' thereof. Together with the right of ingress and egress over the E. 25' of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, less the N. 264' of said Sec. 2, and the N. 18' of the S. 300', less the E. 25' of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Sec. 2-52-41, AND the W. $\frac{2}{5}$ of S $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 2-52-41. 1455 and 1545 NW 183rd St. (Miami Gardens Drive), Dade County, Florida, and

WHEREAS, an inspection of the subject property was made and a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested special exception and unusual use would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board that the requested special exception and unusual use be and the same are hereby approved subject to the following conditions:

1. Dedication of rights of way as may be deemed lacking, desirable and necessary, in the opinion of the Director of

2-52-41
II-60
Item No. 69-388

4. That the use be made to conform to the requirements and/or recommendations of the State Welfare Department and Dade County Fire Chief and Dade County Department of Public Health.
5. That the use be approved for and be restricted to a maximum of 205 children.
6. That the use be restricted to children in the age group of 2 years to 14 years.
7. That the hours of operation shall be between 7 A.M. and 6 P.M. on weekdays only, Monday through Friday inclusive.
8. That a maximum of 14 vehicles of a school bus type be permitted in connection with the use; said vehicles will be stored on the premises.
9. That the play area shall be entirely enclosed with a fence of a type and at a location to be approved by the Zoning Director.
10. That the proposed structure or the addition to the existing structure be of a residential type and character and meet with the approval of the Zoning Director.
11. That only one sign, not to exceed 1 1/2 sq. ft., will be maintained in connection with the use.
12. That the Certificate of Use and Occupancy be automatically renewable annually by the Dade County Building and Zoning Department upon compliance with all terms and conditions and be subject to cancellation upon violation of any of the conditions or when, in the opinion of the Metropolitan Dade County Zoning Appeals Board, after public hearing, it is determined that the use is detrimental and/or incompatible to the surrounding neighborhood.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution.

PASSED AND ADOPTED this 11th day of August, 1969.

Heard 8/11/69
No. 69-8-4
8/22/69
ew

August 22, 1969

Stanley Lewin
1455 N. W. 183 St.
Miami, Florida

RE:

Stanley Lewin; request for special exception and unusual use to permit expansion of existing day nursery, 1455 and 1545 NW 183 St. (Miami Gardens Drive) Hrg. 69-8-4

Enclosed herewith is a copy of Resolution No. 4-ZAB-411-69, adopted by the Metropolitan Dade County Zoning Appeals Board, approving your application concerning the above subject matter.

Please note the conditions under which said approval was granted, inasmuch as strict compliance therewith will be required. The required plot use plan should be submitted to this office in triplicate for approval before any detailed plans are prepared, inasmuch as building permits will not be issued prior to the approval of said plan.

You are hereby advised that the decision of the Zoning Appeals Board may be appealed by an aggrieved party (within 14 days) or by the Directors of the Dade County Building and Zoning Department and Planning Department (within 18 days), as has been provided in Chapter 33-313 of the Code of Metropolitan Dade County, Florida; and that no permits or Certificate of Use and Occupancy can be issued until the appeal periods have expired, and only if no appeal has been filed. Application for necessary permits should be made with this department. The appeal period commences to run two days after the adoption date of the Resolution.

Very truly yours,

METROPOLITAN DADE COUNTY
BUILDING AND ZONING DEPARTMENT

CCC/ew
Enc.

Chester G. Czebrinski
Assistant Director

bcc: Hrg. File ✓
R. L. Bryan
Public Works Dept.
State Welfare Dept.
Fire Chief
Health Dept.
Enforcement

Res. 10767 11-56

RU-4

Res. 1372 5-58

SP. 465 10-

B.P.I.

RU-1

~~THOS. ANN. 1955 ST.~~

Res. 8483 6-55

7500 BU-

AU

Res. 2673 1-59

12,500

GU

N.W. 183 ST.

RU-1

N.W. 182 ST.

27

N.W. 181 ST.

25

N.W. 180 TERR.

16

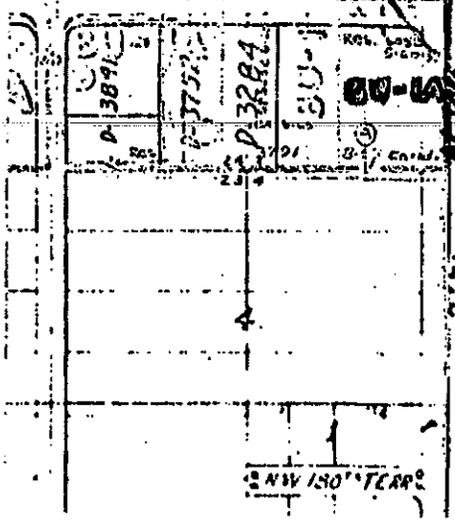
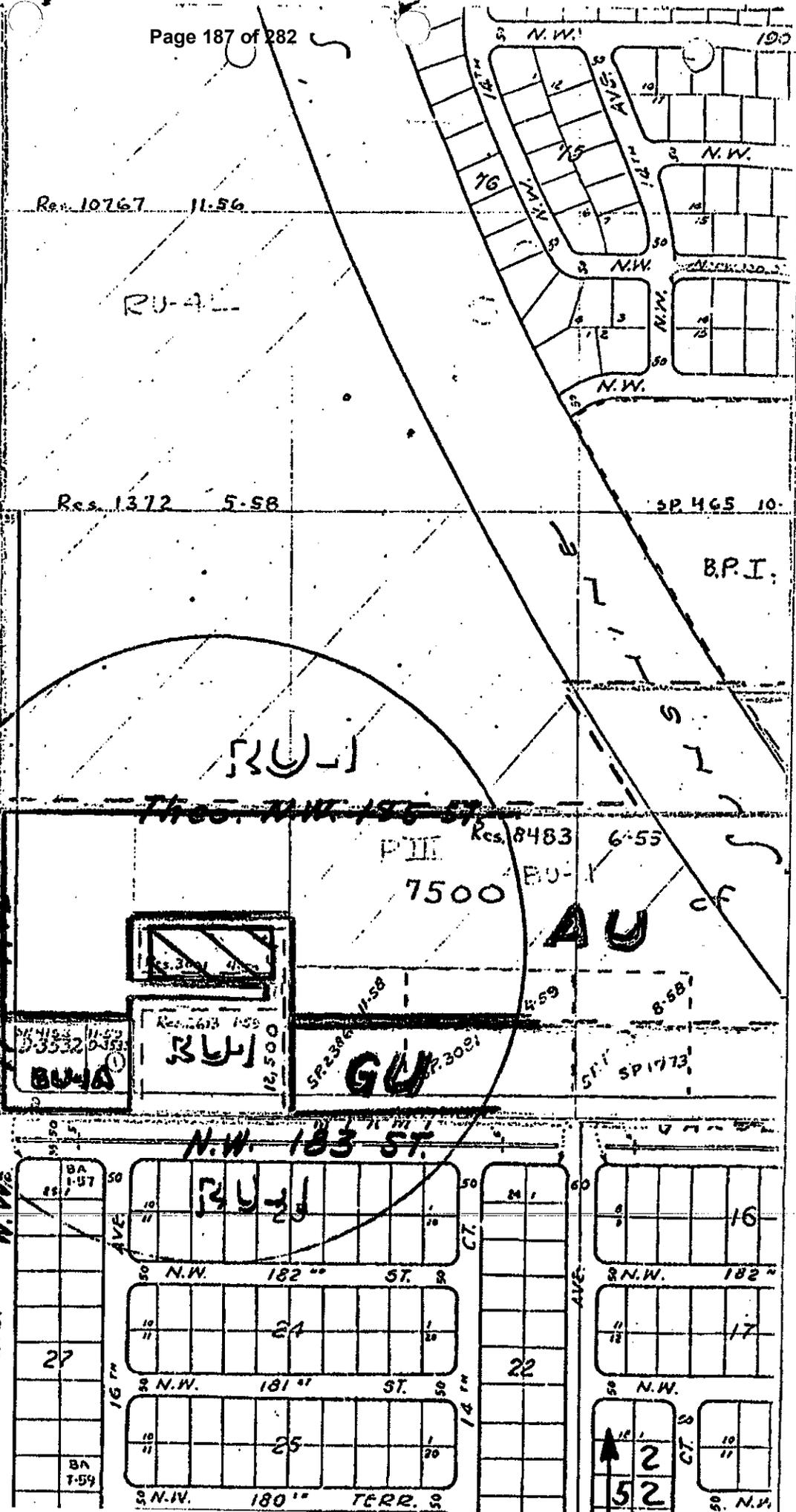
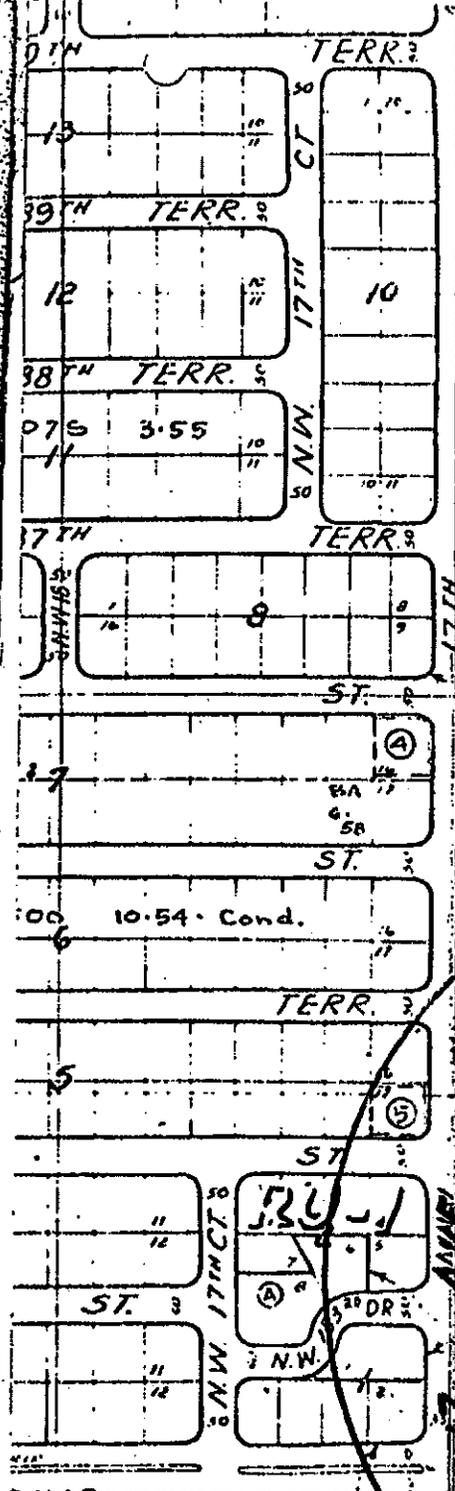
N.W. 182 ST.

17

N.W.

2
52

N.W. 180 TERR.



STANLEY LEWIN	69-388	1545	NCU (83) no sheet
YEAR	NAME	REQUEST	LOCATION REASON ZB ZAH CC
1. 1969	REBECCA LEWIS	z/c TO-1	Denial Denial
2.			
3. 1963	R.L. LEWIS	z/c TO-4	withdrawn w/o/p
4.			
5. 1961	R.L. LEWIS	z/c	Denial
6.			
7. 1958	R.L. LEWIS	z/c TO-1	approved
8.			
9. 1958	R.L. LEWIS	z/c TO-1	withdrawn
10.			
11. 1958	ROBERT B. STANLEY	Spec. Perm for Sec. Hearing	approved
12.			

CURRENT HEARINGS

PROTESTS

WAIVERS

10. Request: A special exception to use above land and building for Nursery and Kindergarten. The neighborhood is composed of primarily working mothers, who must have proper care for their pre-school children. My current facilities cannot meet this demand. In addition, I have instituted the Montessori Method of pre-school education for some of the students. This is a new concept, which is considered by many to be the finest example of educating young children. It does require 3X the space of ordinary classrooms and is another reason for my request.

RECEIVED
69-388

JUN 25 1969

DADE CO. BLDG. & ZONING
DEPT.

By _____

METROPOLITAN DADE COUNTY ZONING APPEALS BOARD
APPLICATION FOR PUBLIC HEARING

RECEIVED
69-388

JUN 25 1969

MAP # II-60

SEC. 2 TWP. 5 RGE. 41

RADIUS ASSIGNED 500'

AMOUNT OF FEE \$105.00

DADE CO. BLDG. & ZONING DEPT.

RECEIPT # R-002563

Date Receipt Stamp

Ed. 7/11/69 (AK)

This application, with all supplemental data and information, must be completed in accordance with the attached "INSTRUCTIONS FOR FILING APPLICATION" and in accordance with the specific instructions in the application, and returned to the METROPOLITAN DADE COUNTY BUILDING & ZONING DEPARTMENT BEFORE THE same will be advertised for hearing.

IMPORTANT - The applicant, or his representative, should be present at the hearing.

(PRINT)

1. Name of Applicant (Property Owner) or Tenant (with Owner's Sworn-to Consent.)

Stanley Lewin

Mailing Add: 1455 N.W. 183 St. City Miami Tele. No. 624-9609
Busi.No. _____

2. Affected Party Stanley Lewin

Mailing Add: 1455 N.W. 183 St. City Miami Tele. NO. 624-9609

3. Fee Notice to be mailed to above

Mailing Add: _____ City _____ Tele.No. _____

4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION.

(If subdivided - lot, Block, complete name of subdivision, plat book and page number). (If metes and bounds description - complete description, including section, township, and range). If more than one zone classification requested, the legal description of each area covered by a separate classification.

S.W. 1/4 of S.W. 1/4 Sec 2 Township 52
S. Range 41 East
see attached survey

5. Address (if number has been assigned) 1545 N.W. 183 St.

6. Size of Property 114 ft. x 280 ft. Acres 1

7. Does applicant own any property contiguous to that which is the subject matter of this application? If so, give complete legal description of entire contiguous property

W. 2/5 of S. 1/2 of S.E. 1/4 of S.W. 1/4 of
S.W. 1/4 of Section #2, Township 52
S. Range 41 East Dade County

8. Date SUBJECT property acquired: 22 day of Oct. 1969

9. This application is intended to cover: (check applicable item).

District Boundary Change(s):

Present zone classification RU-1 Min. Cubic Content 12,500 CF

LEGAL DESCRIPTION:

A portion of the SW $\frac{1}{4}$ of Section 2 Township 52South Range 41East. More particularly described as follows: The East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, less the South 300 Feet, less the North 264 Feet, and less the West 25 Feet and less the East 25 Feet thereof. Together with the right of ingress and egress over the East 25 Feet of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, less the North 264 Feet of said Section 2 and the North 18 Feet of the South 300 Feet, less the East 25 Feet of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2, Township 52South Range 41 East ~~lying and being in Dale County, Florida~~ and

11. Reasons why the application should be approved, explain in detail.

(See Letter of Intent on Page 3)

12. Has a public hearing been held on this property within the last 2 years? No
 If so, in whose name _____ When? _____ Nature of
 Hearing _____
13. Is this hearing being requested as a result of a violation notice? No
 If so, in whose name was the violation notice served? _____
14. Has a building permit been refused? No
15. Are there any existing structures on the property? _____ If so, what type?
 (CBS, Frame, Frame-Stucco, Other) CBS
 If so, show size, location and setbacks on plot plan.
 If so, submit photos showing front and side elevation of buildings.
16. All data and exhibits submitted in connection with this application become a
 PERMANENT PART OF THE PUBLIC RECORDS OF DADE COUNTY.
 The following enclosures MUST BE ATTACHED to complete application for public
 hearing and must be of a size that will conveniently fold into a legal size
 (8½ x 14) folder:

- A. WAIVERS OF OBJECTION (Optional)
- B. PLOT PLAN*(If existing building on property). Plot plan should show exist-
 ing buildings, use of each, dimensions, spacing between, and setbacks from
 property lines; off-street parking showing spaces marked off.
- C. PLOT PLAN*(If property vacant, but plan for development has been worked
 out). Submit copy containing same details as above.
- *The plot plan shall contain a title block identifying the development or
 project, the name, title, and address of person preparing the plan, the
 date of preparation of plan and scale of drawing.
- D. PLAT If it will have particular bearing on the application or if more than
 one zone classification is being requested, to show exact areas to be covered
 by the different zone classifications. Legal description of each area for
 which a different zone classification is requested must be included.
- E. IF LIQUOR, BEER OR WINE use proposed - BAR OR PACKAGE STORE SURVEY by
 registered engineer or surveyor showing all schools and Churches within
 3,000 feet. ~~If no Churches or schools within that distance, statement~~
 from registered engineer or surveyor so stating.
- IF LIQUOR, BEER OR WINE use proposed - Also the BAR AND PACKAGE STORE survey
 should show all places of business serving or selling such alcoholic beverage
within 2,000 feet; if none, letter from engineer or surveyor so stating.
- F. If EXCAVATING involved, PROFILES and TOPOGRAPHICAL plan or sketch of the
 proposed excavation and perimeters.
- G. If a SIGN is involved, the elevations of proposed sign should be shown.
- H. HEARING FEE. In an amount based on amount of work involved in processing

DETAILED EXPLANATION OF REQUIRED EXHIBITS

Waivers of Objection. These are optional in all cases, and may be in individual letter of intent form. Waiver must show that signer has knowledge of exactly what the application covers. Signature and address must be shown.

Plot Plan. Plot plan must show all property dimensions, streets abutting property, and North point. If structures exist or are proposed, all dimensions and setbacks must be shown.

Floor Plan. Must show existing conditions and all proposed changes or additions.

LETTER OF INTENT: The exact nature of the use or operation applied for, together with any pertinent technical data which will tend to clarify the proposed use.

If the application is for any variance, the letter of intent MUST also contain an explanation of the alleged hardship, which would justify the granting of a variance; such justification to be based on standards for hardship established by the Zoning Procedural Ordinance which requires a showing of any unnecessary hardship, peculiar to the particular piece of property, and which, if granted, will be in harmony with the intent of the regulation and the neighborhood concerned, and that the request is the minimum variance which will permit the reasonable use of the premises. At the hearing you, of course, MUST prove your property falls within the requirements for a variance as contained in Sec. 33-311 (e) of the Metropolitan Dade County Code."

Elevation Drawings. Must show all dimensions. If signs are involved, show elevation above grade and copy on sign.

TENANT OR OWNER AFFIDAVIT

I, STANLEY LEWIN, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before a hearing can be advertised.

Stanley Lewin
SIGNATURE

Sworn to, and subscribed to before me this 23 day of June 1969

Margaret K. Fugate
NOTARY PUBLIC
Commission Expires: 6/22/71

We, _____, being first duly sworn, depose and say that we are the President/Vice-President, and Secretary/Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner of the property described herein and which is the subject matter of the proposed hearing. We understand this application must be complete and accurate before a hearing can be advertised.

INSTRUCTIONS FOR FILING APPLICATIONS

FOR
ZONING APPEALS BOARD HEARINGS

All applications must be executed and sworn to by the owner (or owners of at least 75% of the property described in the application), or by a tenant or tenants with owner's written sworn-to consent, or a duly authorized agent, evidenced by a written power of attorney. ALL APPLICATIONS AND SUPPORTING DATA MUST BE FILED IN DUPLICATE. ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Applications will not be advertised for hearing unless received in completed form by the Building & Zoning Department, with all required supporting data.

It has been the practice of applicants to withhold submission of applications for zoning hearings until the established deadline date, resulting in the largest percentage of applications being received on that date. Because such practice makes it difficult, if not impossible, to properly process such applications, it has become necessary for this Department to limit the number of applications which will be accepted for any month's hearings. The number of applications accepted for any month may fluctuate, depending upon the number of applications carried over from the previous month.

HEARAFTER, UNDER THIS POLICY OF ACCEPTANCE OF ONLY A LIMITED NUMBER OF APPLICATION each month, applications will be consider on a first come, first serve basis.

Only complete applications, with all required and correct exhibits, will be considered for acceptance and they will be processed, and stamped as accepted, if complete, in the order received.

Applications will be considered complete only when all applicable questions have been answered, including a complete and accurate legal description, and properly signed and notarized, and including all supplementary data submitted with and as called for in the application. (Note that applications for various type hearings require different supplementary data).

Applicants are advised that the mere filing of this application and appearance at the Public Hearing in no way assures approval of the application. Your application, in order to justify any consideration for approval, must conform to good planning and zoning principles and must conform to the plan for the development of Dade County.

It is advisable to discuss the merits of your application with a member of the Building & Zoning staff before filing in order that time and money will not be wasted on an unsound application.

It is recommended that the completed applications be turned in personally to a member of the staff assigned to check them so that possible discrepancies can be corrected at that time. Otherwise, the Department accepts no responsibility for completeness and accuracy of the application, and will not advertise an incomplete or inaccurate application.

HEARING FEE: The amount of the fee cannot be determined until after this Department has submitted application to the compiler of the required ownership sketches and lists, and the amount of work involved has been determined. Applicants will receive a mailed notice indicating the total amount of the hearing fee. This notice will also indicate a date by which the fee must be received by this Department if the application is to be advertised for the next available hearing. Applications will not be considered complete or filed until the fee has been received by the building & Zoning Department.

IMPORTANT

An application for any variance is predicated upon hardship. It is the applicant's responsibility to prove a legal ZONING hardship in order to justify an application for variance. In order to prove a hardship, applicant must submit evidence of special and peculiar conditions and circumstances applicable to the property that do not apply generally to the neighborhood in the same zoning district; that these conditions and circumstances are not self-imposed and because of them, reasonable use of the property is being denied; that the requested variance is the minimum variance necessary to permit a reasonable use of the property and will be in harmony with the general purpose and intent of the regulations.

An application for a variance must be accompanied by a separate letter explaining and outlining the facts, conditions and circumstances justifying his request and showing they comply with the standards outlined above.

APPLICATION CHECK LIST

P. H. NO: 69-388

1. Is the Application complete?

Y N Are all questions answered?

Y N Have any previous hearings been held on the subject property which precludes the filing of this application?

Y N Have the proper parties filed the application?

- () Owner
- () Owner or owners of at least 75% of the property described in the application.
- () Tenant with Owner's Sworn-to-Consent
- () Agent with Power of Attorney

Y N Are the affidavits properly completed?

2. Are all required exhibits filed?

Y N Letters of Intent (2)

Y N N/A Plot Plans (2) include title box (name, who prepared, date).

Y N N/A Floor Plans (2) of existing and proposed structure

Y N N/A Special Questionnaire (2) for special uses

Y N N/A Surveys, liquor/beer/wine uses (6)

Y N N/A Lake Excavations: Plot plans & cross section (4)

Y N N/A Plot Plans (Special Exception - apartments/town-houses) (3) with elevations and typical floor plans and schedule of required data.

Y N N/A Photographs (2)

3. PROPERTY

Y N Is the property a: New Subdivision?

Y N Old Subdivision?

Y N Must the property be platted or a waiver of plat required? (Applicant notified)

Y N Does the property come under the exceptions for single family or duplex use as in Sec. 33-7(b)?

Y N Does the property come under the exceptions for EU-N (LRU) as in Sec. 33-225?

Y N Does the property come under the exceptions for AU as in Sec. 33-280?

4. Does the Property and the Request comply with the Regulations? ..

- Y N Lot size: Width, depth and area
- Y N Coverage
- Y N Setbacks
- Y N Height
- Y N Density
- Y N Parking
- Y N Spacing
- Y N Landscaping
- Y N Is provision made for recorded right-of-way?
- Y N Does property abut a dedicated right-of-way or public street or road?

5. Do the Plans correspond to the Request? ..

- Y N Do the plans and legal description agree?
- Y N Do the plans and request agree?
- Y N Do the plans and letter of intent agree?
- Y N Do the plans show what is being requested?
- Y N Are the plans complete? Do they show everything required under the regulations, including legend for apartments and townhouses?
- Y N Is everything shown on the plan on the applicant's property?
- Y N Do all dimensions check out correctly?

6. Have memos been sent to the affected Departments?

- Y N N/A Health Dept.-Apartments, water & sewage plants
- Y N N/A Public Works: (a) Special exceptions (apts. & townhouses)
- Y N N/A (b) Lake Excavations
- Y N N/A (c) Liquor request
- Y N N/A (d) Traffic
- Y N N/A Hospital Advisory Board: Hospitals & Convalescent/nursing homes
- Y N N/A Fire Dept: (dynamite) lake excavation extension
- Y N N/A Enforcement Section: (a) (dynamite) lake excavation ext.
(b) (complaints) Liquor/beer/wine - expansion use

7. History

- Y N N/A Are previous files attached?
- Y N N/A Has a "history" been made on the file?
- Y N N/A Violation file attached?
- Y N N/A Excavation file attached dynamite complaints?

QUESTIONNAIRE TO BE RETURNED
WITH ZAB APPLICATION.

HEARING FILE NO. 69-388

KINDERGARTENS

The following are the usual and normal conditions that are imposed on the applicant upon the approval of the request use:

1. That a detailed plot use plan be submitted to and meet with the approval of the Zoning Director; said plan shall include but not be limited thereto, location of structure or structures, off-street parking areas and driveways, walls, hedges and fences, landscaping, etc.
2. That the use be made to conform to the requirements and/or recommendations of the Dade County Fire Chief and Dade County Department of Public Health, and State Welfare Department.
3. That the use be established and maintained in accordance with the approved plan.
4. That the use be approved for and be restricted to a maximum of ~~10~~ 205 children. S.L.
5. That the use be restricted to children in the age group of 2 years to 14 years.
age
6. That the hours of operation shall be from 7 A.M. to 6 P. M.
7. That the uses being conducted on the premises are week days only, Monday through Friday inclusive.
8. That the play area for the kindergarten shall be enclosed with a fence of a type and at a location to be approved by the Zoning Director.
9. That the proposed structure or the addition to the existing structure be of a residential type and character and meet with the approval of the Zoning Director.
10. That only one sign, not to exceed $1\frac{1}{2}$ sq. ft., will be maintained in connection with the use.
11. That transportation to be furnished in connection with the use will consist of 14 vehicles and shall be of a school bus type; said vehicles to be stored on the premises.
12. That the Certificate of Use and Occupancy be automatically renewable annually by the Dade County Building & Zoning Department upon compliance with all terms and conditions and be subject to cancellation upon violation of any of the conditions or when, in the opinion of the Metropolitan Dade County Appeals Board after public hearing, it is determined that the use is detrimental and/or incompatible to the surrounding neighborhood.

All blanks must be answered and if the particular item will not apply, the answers should be "none" or "will not apply".

If you desire to vary from any of the usual conditions, the same shall be clearly indicated on this form and in the Letter of Intent.

QUESTIONNAIRE TO BE RETURNED
WITH ZAB APPLICATION.

HEARING FILE NO. 69-388

KINDERGARTENS

The following are the usual and normal conditions that are imposed on the applicant upon the approval of the request use:

1. That a detailed plot use plan be submitted to and meet with the approval of the Zoning Director; said plan shall include but not be limited thereto, location of structure or structures, off-street parking areas and driveways, walls, hedges and fences, landscaping, etc. . .
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4. That the use be approved for and be restricted to a maximum of ~~105~~ 205 children.
5. That the use be restricted to children in the age group of 2 years to 14 years.
age age
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10. That only one sign, not to exceed $1\frac{1}{2}$ sq. ft., will be maintained in connection with the use.
11. That transportation to be furnished in connection with the use will consist of 14 vehicles and shall be of a School Buses type; said vehicles to be stored on the premises.
12. That the Certificate of Use and Occupancy be automatically renewable annually by the Dade County Building & Zoning Department upon compliance with all terms and conditions and be subject to cancellation upon violation of any of the conditions or when, in the opinion of the Metropolitan Dade County Appeals Board after public hearing, it is determined that the use is detrimental and/or incompatible to the surrounding neighborhood.

All blanks must be answered and if the particular item will not apply, the answers should be "none" or "will not apply".

If you desire to vary from any of the usual conditions, the same shall be clearly indicated on this form and in the Letter of Intent.

LEGAL OF EXISTING School

THE WEST $\frac{2}{5}$ OF THE SOUTH $\frac{1}{2}$
OF THE SOUTHEAST $\frac{1}{4}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST
 $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 52
SOUTH, RANGE 41 EAST, LYING
AND BEING IN DADE COUNTY, FLORIDA

**METROPOLITAN BADE-COUNTY
ZONING APPEALS BOARD**

(6)

DATE:

8/11/69

RESOLUTION NO.

4-ZAB-411-69

HEARING NO.

69-8-4

Name of Applicant:

Stanley Lewin

Decision:

Approve per depts.

	YES	NO	ABSTAIN	ABSENT
Hilton R. Carr, Jr.	✓			
Irene Faugno	✓			
William L. Flynn	✓			
Steven J. Green S	✓			
Leonard Levenstein	✓			
Betty S. Page				✓
Roger Shaw	✓			
H. H. Wood M	✓			
ANDREW LEE	✓			

8 0 1

iw

Page 202 of 282
ZONING DIRECTOR'S WRITTEN RECOMMENDATION

July 29, 1969

DATE:

69-8-4

HEARING NO.:

Stanley Lewin

APPLICANT:

Recommendation of the Zoning Director is for:

Application should be approved. A large nursery already exists to the south and east. The approval should be subject to the usual conditions applicable to nurseries with plot plan approval, with emphasis on landscaping and screening hedging on the west boundary of the subject property. Subject to dedication and improvement of rights of way as may be required by the Public Works Department.

cc: Director
Planning Department
ew

123.05-6



R. F. Cook, Director
METROPOLITAN DADE COUNTY
BUILDING AND ZONING DEPT.

METROPOLITAN DADE COUNTY PLANNING DEPARTMENT
RECOMMENDATION TO THE ZONING APPEALS BOARD

To: Members, Zoning Appeals Board

Date: August 1, 1969

From:

Richard H. Walters
Regional Director
Planning Department

Subject: ZAB Hearing Item #69-8-4
Stanley Lewin
Section 2-52-41

REQUEST:

Special Exception and Unusual Use to expand existing Day Nursery

RECOMMENDATION:

Approval. The subject property has an existing residence which the applicant wishes to convert to a day nursery. The building and property, adjacent to the existing nursery school, are suitable for this purpose, and the expansion, in conformance with all applicable conditions, should be approved.

The residential property immediately south, fronting on Miami Gardens Drive, was the subject of a recent hearing, for which business zoning was turned down. The Planning Department believes business zoning in the area is already properly squared off, but could look favorably on rezoning that parcel to RU-5A for professional offices if the present application for day nursery is approved. The aforementioned residence would then be adjacent to existing business on its west and the nursery on east and north.

The Planning Department's recommendation for approval is subject to dedications and improvements by Director of Public Works, all usual conditions required by Director of Building and Zoning applicable in this case and compliance with all usual conditions applicable to kindergartens and day nurseries.

RRW/CLC/DC:mm

cc: Mr. R. F. Cook, Director
Building and Zoning Department

W. B. Burrell

TO Mr. R. F. Cook, Director
Building and Zoning Department

DATE July 23, 1969

SUBJECT Public Hearings Set for August
Before the Zoning Appeals Board

FROM

Ellis Hollums Jr.

Ellis Hollums, Jr., Chief Engineer
Public Works Department

The following are this Department's recommendations and right of way requirements for hearings before the Zoning Appeals Board for August, 1969.

Hearing No. 69-8-2 FEY, RANDLE AND BURRELL

The dedication and improvement of the South 25 feet for N.W. 145th Street is required.

Hearing No. 69-8-4 STANLEY LEWIN

The dedication of the West 20 feet for N.W. 17th Avenue as well as the construction of sidewalks on N.W. 17th Avenue are required.

Hearing No. 69-8-5 CHESTER CASSEL

The dedication and improvement, including the construction of sidewalks of the North 25 feet for N.W. 177th Street is required. We will also require sidewalks on N.W. 27th Avenue.

Hearing No. 69-8-6 LIFTER, GIANOLIO AND MOORE

The dedication and improvement, including the construction of sidewalks, of the North 25 feet for N.W. 179th Street and the East 30 feet for N.W. 5th Avenue is required. It is further required that the South 45 feet be dedicated for N.W. 177th Street and that 20 feet of pavement and a 5-foot sidewalk be constructed in this 45 feet. We will also require the construction of sidewalks on N.W. 7th Avenue.

Hearing No. 69-8-13 CITIES SERVICE OIL COMPANY

The dedication of the standard 25 foot radius corner at the intersection of S.R. #826 and S.R. #5 is required.

Hearing No. 69-8-14 JOHN PETER KOBE

We request that this hearing be deferred until the tentative plat entitled PALM TRAILER PARK (T-5596) is recorded in the Dade County Public Records.

Hearing No. 69-8-15 GASTON CAMPANO AND ENRIQUE MARINA

We will require the dedication and improvement, including the construction of sidewalks, of the West 25 feet for N.E. 3rd Avenue. Sidewalks will also be required on N.E. 3rd Court and N.E. 131st Street.

Hearing No. 69-8-17 and 18 SEMINOLE ROCK PRODUCTS, INC.

The dedication of the West 40 feet for S.W. 97th Avenue is required.

Hearing No. 69-8-22 MAUDE E. MUELLER

We will require the East 15 feet of the subject property be dedicated for N.W. 17th Avenue.

SURVEY

PREPARED BY
J. H. HANCOCK, INC.
CIVIL ENGINEER
FOR
STAN LEVIN

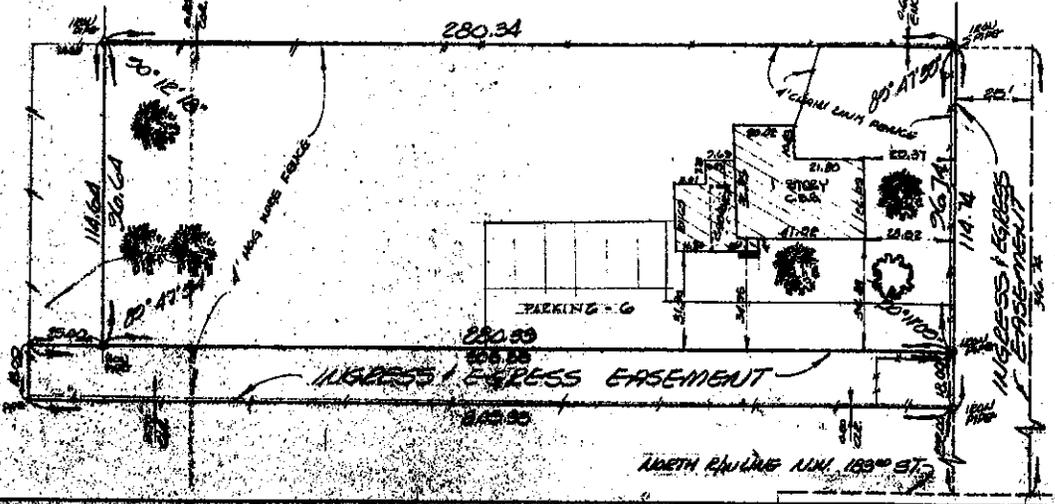
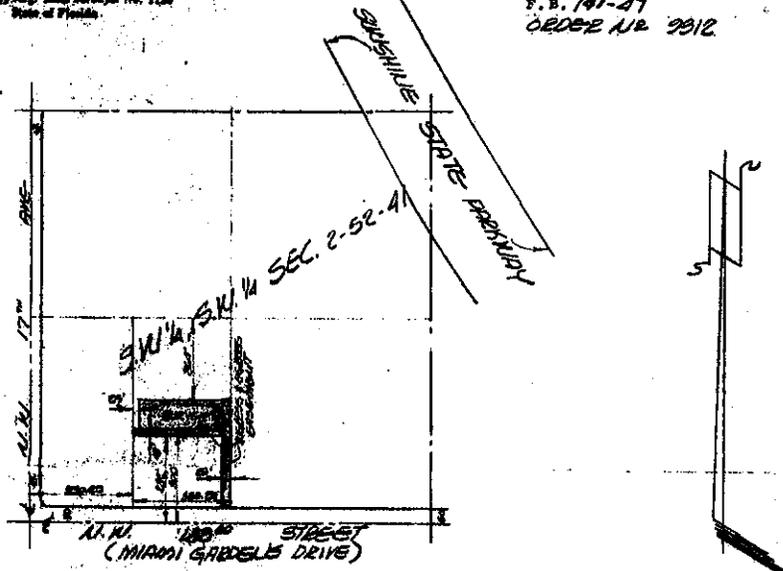
I HEREBY CERTIFY that the above herein
described survey was made after due diligence and in
true accordance with the laws of Florida.

J. Manning
J. Manning Reg. Land Surveyor No. 1234
State of Florida

1175 WEST 68th ST.
HIALEAH, FLORIDA
PHONE: 821-1281 821-1220
DATE: OCT. 16, 1968
SCALE: 1" = 80'
F.B. 141-47
ORDER AIR 7912

LEGAL DESCRIPTION:

A portion of the SW 1/4 of Section 2 Township 22 South Range 41 East. More particularly described as follows: The East 1/2 of the SW 1/4 of the SW 1/4 of Section 2, less the South 300 Feet, less the North 254 Feet, and less the West 25 Feet and less the East 25 Feet thereof. Together with the right of ingress and egress over the East 1/2 of the East 1/2 of the SW 1/4 of the SW 1/4, less the North 254 Feet of said Section 2 and the North 18 Feet of the south 300 Feet, less the East 25 Feet of the East 1/2 of the SW 1/4 of the SW 1/4 of said Section 2, Township 22 South Range 41 East lying and being in Dade County, Florida



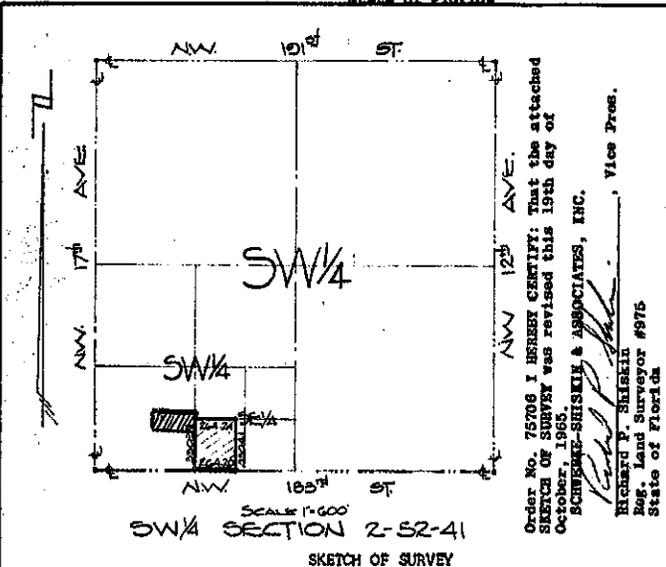
O. C. Syfrett - ORDER NO. 62611. I HEREBY CERTIFY: That the attached SKETCH OF SURVEY is revised this 28th day of May, 1963.

Order No. 62611, I HEREBY CERTIFY: That the attached sketch of survey is revised this 28th day of May, 1963.

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Richard P. Shiskin
Registered Land Surveyor #975
State of Florida

SCHWEBKE-SHISKIN & ASSOC. INC.
Richard P. Shiskin Vice Pres.
Richard P. Shiskin, Reg. Land Surveyor #975
State of Florida



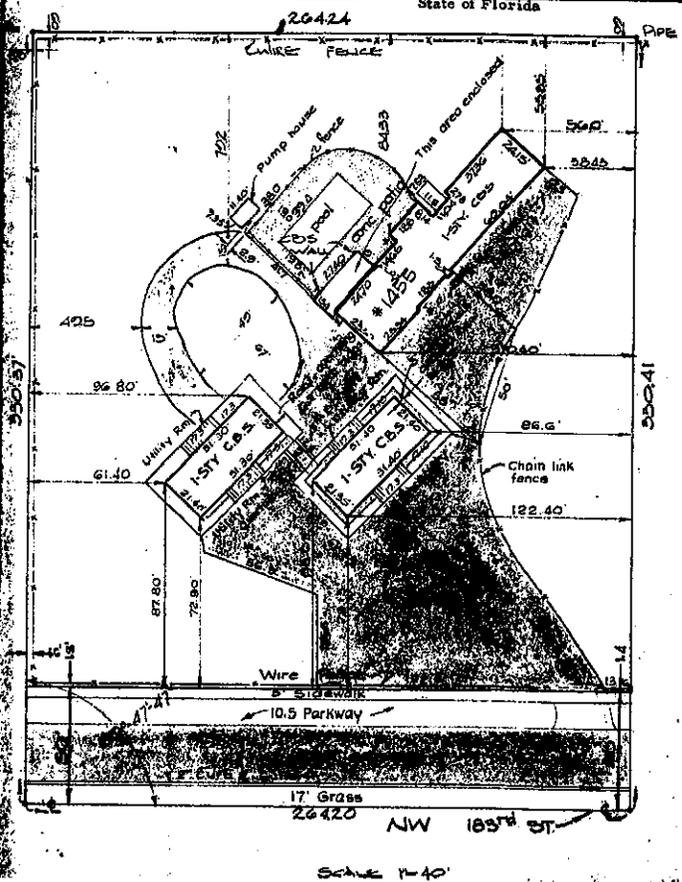
Order No. 75706 I HEREBY CERTIFY: That the attached SKETCH OF SURVEY was revised this 19th day of October, 1965.
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
Richard P. Shiskin Vice Pres.
Reg. Land Surveyor #975
State of Florida

The West 2/5 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 52 South, Range 41 East, lying and being in Dade County, Florida.

Order No. 33495 August 16, 1958
F.B. # 771-25 Scales shown

I HEREBY CERTIFY: That the attached "SKETCH OF SURVEY" of the above described property is true and correct to the best of my knowledge and belief as recently surveyed and platted under my direction.

HARRY C. SCHWEBKE & ASSOCIATES, INC.
Robert C. Schwabke Vice Pres.
Registered Land Surveyor #1067
State of Florida



METROPOLITAN DADE COUNTY ZONING APPEALS BOARD

August 11, 1969

Fey, Randle &
Burrell

Hrg. 69-8-2 Resolution 4-ZAB-410-69

Mrs. Faugno: I move approval.

Chairman Lee: Motion by Mrs. Faugno for approval.

Mrs. Faugno: I move approval of both departments.

Mr. Shaw: Second it.

Chairman Lee: Seconded by Mr. Shaw. Discussion on the motion?

Mr. Czebrinski: That includes the usual conditions?

Chairman Lee: Yes. Opposed signify by the raised right hand. Motion carries 8-0 for approval.

Whereupon the motion carried by a vote of 8-0; Mrs. Page being absent.

Stanley Lewin

Hrg. 69-8-4 Resolution 4-ZAB-411-69

Mr. Wood: Before I offer a motion, I would like to compliment the Building and Zoning Department for preparing the questionnaire. In a situation such as this, it saves quite a bit of the Board's time and I am sure it make the applicant quite a bit aware of what is required of him in connection with his application. I would like to offer a motion for approval subject to the recommendations of both departments, and incorporate those recommendations in the Board's motion for approval.

Mr. Green: Second it.

Chairman Lee: Motion by Mr. Wood for approval, seconded by Mr. Green. Any discussion on the motion? Those opposed signify by the raised right hand. Motion carries 8-0 for approval.

Mr. Lewin: Thank you.

Whereupon the motion carried by a vote of 8-0; Mrs. Page being absent.

Chester Cassel,
M.D.

Hrg. 69-8-5 Resolution 4-ZAB-412-69

Mr. Shaw: I cannot see why this property is not BU-1A property. It is in line with everything that is going on along that street or avenue. You have to go on both sides of the street. There is nothing contiguous to it, north, or south, for miles. But that would indicate that that should be nothing but business along there, all the way from the Broward County line south to Dixie Highway in the south of the County. So I make a motion that the application be approved.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	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		X			
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
			X				
Funding Source:			Advertising Requirement:	Yes		No	
				X			
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>			
		X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A			
		X					
Sponsor Name:	Cameron Benson, City Manager		Department:	<i>Development Services</i>			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY NEW WAY FELLOWSHIP PRAISE & WORSHIP CHURCH, INC., FOR THE REZONING OF THAT CERTAIN PROPERTY LOCATED AT NW 167TH STREET AND NW 22ND AVENUE , MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM PLANNED CORRIDOR DEVELOPMENT TO R-1, SINGLE FAMILY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

Item M-3) Quasi-Judicial
Ordinance
New Way Fellowship Praise
& Worship Church, Inc.

On April 11, 2010 the City of Miami Gardens adopted the Land Development Regulations (LDRs) to regulate and govern the land development and zoning of the City. Prior to adoption, the City relied on the Miami-Dade County Zoning Code. There was extensive public participation and time spent on the development of the LDRs to reflect and highlight the City's economic development and growth potentials. In addition to adopting land development regulations that would minimize the potential impacts of incompatible uses and protect areas from intrusion of nuisances and incompatible uses, the LDRs allow single family (detached residential) as a permitted use in the R-1 district. The land use of the site owned by New Way Fellowship Praise and Worship Church, Inc. has been established in the neighborhood since 2010 and the southern portion of it is currently designated by Zoning as PCD, Planned Corridor Development.

Current Situation

The subject property is 14.6 acres, located at approximately NW 167th Street and NW 22nd Avenue and is currently vacant and unimproved land. Surrounding properties to the north, east and west are vacant and zoned R-1, Single Family. The southern portion of the subject property is zoned PCD, Planned Corridor Development.

The applicant has submitted a site plan (attached) which reflects the proposed development of a Seventy-One (71) single family detached homes. The site plan will be subject to site plan review by the City's Development Review Committee (DRC), if the rezoning is approved.

The rezoning from PCD, Planned Corridor Development to R-1, Single Family will allow the development of the single family uses. (See attachment, Sec. 34-287, Use Regulations, Generally-Table 1: Permitted Uses List which includes the list of permitted, not permitted and special exception uses in the R-1, Single Family District. Residential-single family uses are not permitted in the PCD, Planned Corridor District).

Analysis

The proposed rezoning of the southern portion of the subject property from PCD, Planned Corridor District to R-1, Single Family is consistent with the policies and objectives of the City of Miami Gardens' Comprehensive Development Master Plan (CMDP), and satisfies the criteria for granting of amendments or adoption of changes to the text of the LDRs or change of the actual official zoning map designation of a parcel or parcels.

Proposed Action:

It is recommended the City Council adopt this Ordinance.

Attachments:

Attachment "A"- Survey and Legal Description
Attachment "B"- Staff Recommendation
Attachment "C"- Site Plan

ORDINANCE NO. 2015_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY NEW WAY FELLOWSHIP PRAISE & WORSHIP CHURCH, INC., FOR THE REZONING OF THAT CERTAIN PROPERTY LOCATED AT NW 167TH STREET AND NW 22ND AVENUE, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM PLANNED CORRIDOR DEVELOPMENT TO R-1, SINGLE FAMILY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the New Way Fellowship Praise and Worship Church Inc. ("Applicant) is the owner of that certain property located at NW 167th Street and NW 22nd Avenue, more particularly described on Exhibit "A", and

WHEREAS, the Applicant is requesting a rezoning of the property to allow for the future development of the property to single family residences, and

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

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

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

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

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

Section 2. APPROVAL: The City Council of the City of Miami Gardens, Florida hereby approves the application submitted by Applicant for the rezoning of that certain property located at N.W. 167th street and N.W. 22nd Avenue from Planned Corridor Development to R-1, Single Family.

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

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

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

PASSED ON FIRST READING ON THE _____ DAY OF _____,
2015.

PASSED ON SECOND READING ON THE _____ DAY OF _____,
2015.

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

OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

Second by: _____

VOTE: _____

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

LEGAL DESCRIPTION AND FOLIOS

Tracts 51 and 62, less the South 30 feet taken for road purposes, In Section 10, Township 52 South, Range 41 East, of MIAMI GARDENS SUBDIVISION, Plat Book 2, Page 96, according to the Public Records of Dade County, Florida;

ALSO:

The East ½ of Lots 193 through 201 of RADIO GARDENS SUBDIVISION, Plat Book 8, Page 97, according to the Public Records of Dade County, Florida;

ALSO:

Lot 192 and East ½ of Lot 191, RADIO GARDENS SUBDIVISION, Plat Book 8, Page 97, less the South 25 feet, of aforesaid;

ALSO:

The East 2.5 feet of the West 52.5 feet of Lot 191, of RADIO GARDENS SUBDIVISION, Plat Book 8, Page 97, less the South 25 feet thereof, according to the Public Records of Dade County, Florida; All less the parcel dedicated as right-of-way for State Road No. 826 (Palmetto Expressway);

ALSO:

Lots 224 and 225, RADIO GARDENS, according to the plat thereof, recorded in Plat Book 8, Page 97 of the Public Records of Miami-Dade County, Florida; together with the following described property:

Commence at the Northwest corner of Lot 228, RADIO GARDENS, according to the plat thereof, recorded in Plat Book at Page 97 of the Public Records of Miami-Dade County, Florida; thence run East along the North line of said Lot 228 for a distance of 209.33 feet; thence run South along a line 209.33 feet East of and parallel to the West line of said Lot 228 for a distance of 4.5 feet to the Point of Beginning of the Tract of land hereinafter to be described; thence continue South along the aforementioned course for a distance of 199.75 feet to a point; thence deflecting to the left at an angle of 179 degrees 29 minutes, run Northeasterly for a distance of 199.76 feet to a point; thence run West for a distance of 1.75 feet to the Point of Beginning; and the West 210 feet of Lots 227 and 228 of RADIO GARDENS, according to the Plat thereof, recorded in Plat Book 8 at Page 97 of the Public Records of Miami-Dade County, Florida.

Property Appraiser's Parcel Identification Numbers:

34-2110-002-0170
34-2110-002-0150
34-2110-003-1040
34-2110-003-1050

STAFF RECOMMENDATION
PZ-2015-000980

APPLICATION INFORMATION

Applicant: New Way Fellowship Praise & Worship Church, Inc.
 Property Location: NW 167th Street and NW 22nd Avenue
 Property Size: 14.6 Acres
 Future Land Use: Neighborhood
 Existing Zoning: R-1, Single Family and PCD-Planned Corridor Development
 (southern portion)
 Requested Action(s): Rezone southern portion of the property from PCD- Planned
 Corridor Development to R-1, Single Family

RECOMMENDATION:

Staff recommends granting the rezoning of the subject property from PCD, Planned Corridor Development (southern portion) to R-1, Single Family on the property generally located at NW 167th and NW 22nd Avenue.

REVIEW AND ANALYSIS:

Neighborhood Land Use Characteristics

Property	Future Land Use Designation	Zoning Classification	Existing Use
Subject Site	Neighborhood	Planned Corridor Development/ Single Family	Vacant
North	Neighborhood	R-1, Single Family	Vacant
South	Neighborhood	R-1, Single Family	Single Family Residential
East	Commerce/ Neighborhood	Planned Corridor Development (southern portion)/ Single Family	Vacant
West	Commerce	R-1, Single Family	Single Family Residential

The subject property is 14.6 acres, located at approximately NW 167th Street and NW 22nd Avenue and is currently vacant and unimproved land. Surrounding properties to the north, east and west are zoned R-1, Single Family. The southern portion of the subject property is zoned PCD, Planned Development Corridor.

Project Summary/Background

- The applicant is requesting a rezoning of the southern portion of the Subject Property 14.6 acres (4 parcels- 34-2110-003-1040; 34-2110-002-00150; 34-2110-002-0170; and 34-2110-003-1050) zoned PCD, Planned Corridor Development to R-1, Single Family.
- The subject property is currently undeveloped and vacant.
- The rezoning to R-1, Single Family provides for use and occupancy of one-family detached dwelling units at low densities, essential services and facilities, and select public and institutional uses. R-1, Single Family zoning designation implements the lowest density range of the Neighborhood CDMP land use category, allowing up to six dwelling units per acre.

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

The primary objective of the Neighborhood designation, as outlined in Objective 1.2; Policy 1.2.1 and 1.2.2 of the Comprehensive Development Master Plan is as follows:

The Neighborhood land use designation applies to areas intended for low and medium density residential development with supporting commercial and office uses. The designation of Neighborhood is specifically intended to protect single family homes from encroachment or intrusion from incompatible land uses.

Policy 1.2.1: Uses consistent with the Neighborhood land use designation shall primarily include *low* and *low-medium* density residential uses. *Medium* and *medium-high* densities, *suburban commercial and office*, and *mixed use planned* uses may be permitted subject to the performance criteria set forth in this Plan.

Policy 1.2.2: The Neighborhood land use designation shall provide for a variety of housing types and densities.

Conclusion:

The subject property is undeveloped and vacant. A proposed development of a Single Family development is consistent with the neighborhood use and majority of the surrounding area. Therefore, the rezoning is consistent with the policies of the City's Comprehensive Development Master Plan.

Zoning Review and Analysis

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

“(f) Criteria for granting of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels. The detriments or benefits of amendments or adoption of changes to the text of the LDRs, or change of the actual

New Way Fellowship Praise & Worship Church, Inc.
PZ-2015-000980

official zoning map designation of a parcel or parcels shall not be denied consideration on the grounds that they are indirect, intangible or not readily quantifiable. In evaluating the application, among other factors related to the general welfare, the following shall be considered:

- (1) The development permitted by the application, if granted, conforms to the city's comprehensive development master plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered;*
- (2) The development permitted by the application, if granted, will have a favorable or unfavorable impact on the environmental and natural resources of the city, including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the natural and human environment; and whether any irreversible or irretrievable commitment of natural resources will occur;*
- (3) The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the city;*
- (4) The development permitted by the application, if granted, will efficiently use or unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction;*
- (5) The development permitted by the application, if granted, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.”*

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

1. The rezoning will not impact public transportation facilities, streets or highways and will be accessible by public roads.
2. The rezoning will have a favorable impact upon the City's economy introducing additional reality tax base once constructed.
3. The rezoning will not unduly impact water, sewer, drainage, education or recreation facilities.
4. The rezoning is consistent the City's CDMP.
5. The rezoning will not affect natural resources in the City; the property will be developed on the existing 14.6 acres of land.

Rezoning to R-1, Single Family is an appropriate designation and will allow the development of Single Family residential units.

Conclusion

The rezoning of the property meets the criteria in granting of the rezoning from PCD, Planned Corridor Development to R-1, Single Family.

New Way Fellowship Praise & Worship Church, Inc.
PZ-2015-000980

Anticipated Facilities Impact

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

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

Public Notification/Comments

In accordance with the Land Development Regulations, two (2) notifications of the applicant's requests were mailed to property owners within a half mile (1/2) radius of the subject site to provide them an opportunity to comment on the application. No comments were received from property owners within that radius at the date of this writing. (See attached Mailed Notice Radius Map).

Attachments:

- Letter of Intent
- Hearing Map-Zoning
- Hearing Map-Aerial
- Mailed Notice Radius Map
- Survey
- Comparison of Uses PCD and R-1

MIAMI GARDENS POLICE DEPARTMENT



October 2015

The Miami Gardens Police Department provides information concerning crimes in the City of Miami Gardens. Each page depicts actual crime information captured by the Records and Crime Analysis Units.

Glossary

Targeted Crimes:

The State of Florida uses these crimes for conformity in compiling statistics within the state and the nation. The statistics for these crimes are reported to the Florida Department of Law Enforcement for inclusion in the Federal Bureau of Investigations (FBI) Annual Report. Data from the monthly report may differ from the FBI's published report due to the fact that only certain classes of crime are extracted for publication and crimes reported after the reporting deadline are still captured by the Records Unit.

- **Criminal Homicide** – The willful (non-negligent) killing of one human being by another.
- **Aggravated Assault** – An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury.
- **Larceny** – Deprive victim of such property permanently or temporarily without threat or violence or putting in fear, or by sudden snatch.
- **Robbery** – To take or attempt to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting victim in fear.
- **Burglary** – The unlawful entry of a structure to commit a felony or a theft.

GLOSSARY

Emergency Calls

P = Priority call and is identified by a verbal '3' at the beginning of the signal at dispatch

Code 3 emergency call: A situation or sudden occurrence which poses an actual threat of serious injury or loss of human life and demands swift police action. Code 3 calls are preceded by a tone indicator and the signal prefixed by a 3.

Example: Shooting victim, violent domestic with injuries, accident with injuries

P1 = Emergency call that is identified by a verbal '2' at the beginning of the signal at dispatch.

Code 2 emergency call: A situation which poses a potential threat of serious injury or loss of human life which may require swift police action. Code 2 calls are preceded by a tone indicator and the signal prefixed by a 2.

Example: Burglary in progress, violent domestic, assault with potential of injuries.

P2 = requires an immediate response but no imminent threat of serious injury or loss of human life involved. There is no tone indicator preceding this type of call.

Example: A just occurred burglary or any incident where the suspects may still be in immediate area.

P3+ = Considered a routine response for a call that is delayed or non-emergency in nature.

Example: Identity theft, loud music complaints, barking dog disturbance.



Monthly Statistical Comparison October 2015

Monthly Comparison	September 2015	October 2015	% Change	October 2014	October 2015	% Change
Criminal Homicide	1	1	0%	1	1	0%
Forcible Rape	1	4	300%	0	4	n/c*
Robbery	23	11	-52%	21	11	-48%
Aggravated Assault	30	33	10%	41	33	-20%
Burglary	72	78	8%	80	78	-3%
Theft from Motor Vehicle	99	90	-9%	87	90	3%
Larceny (All Other)	169	151	-11%	173	151	-13%
Motor Vehicle Theft	52	43	-17%	43	43	0%
Total	447	411	-8%	446	411	-8%

Year to Date	2014	2015	% Change
Criminal Homicide	11	18	64%
Forcible Rape	16	16	0%
Robbery	178	182	2%
Aggravated Assault	379	356	-6%
Burglary	845	660	-22%
Theft from Motor Vehicle	715	809	13%
Larceny (All Other)	1837	1638	-11%
Motor Vehicle Theft	419	358	-15%
Total	4400	4037	-8%

This report reflects incidents that are currently in the records management and the GEO verification systems at the time this report was generated. Data shown is subject to change as pending reports are entered into records. *Non-calculable

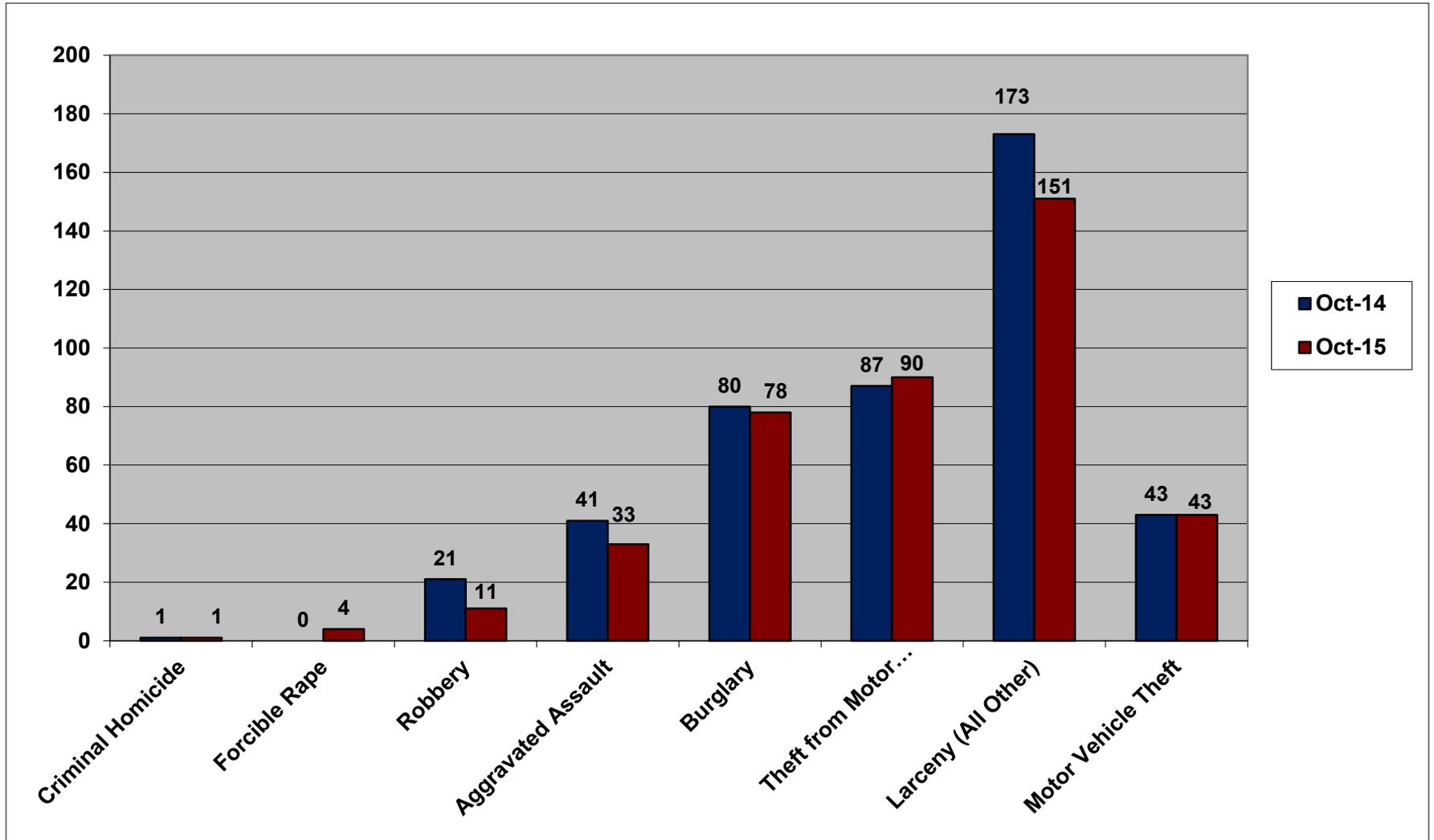


Monthly Statistical Comparison October 2015

ARREST	September	October	Diff	%Change
Criminal Homicide	1	0	-1	-100%
Forcible Sex Battery	0	0	0	0%
Robbery	6	4	-2	-33%
Aggravated Assault	4	7	3	75%
Burglary	5	10	5	100%
Larceny	32	29	-3	-9%
Motor Vehicle Theft	4	3	-1	-25%
Total	52	53	1	2%

PART ONE CRIMES

October 2014 / October 2015

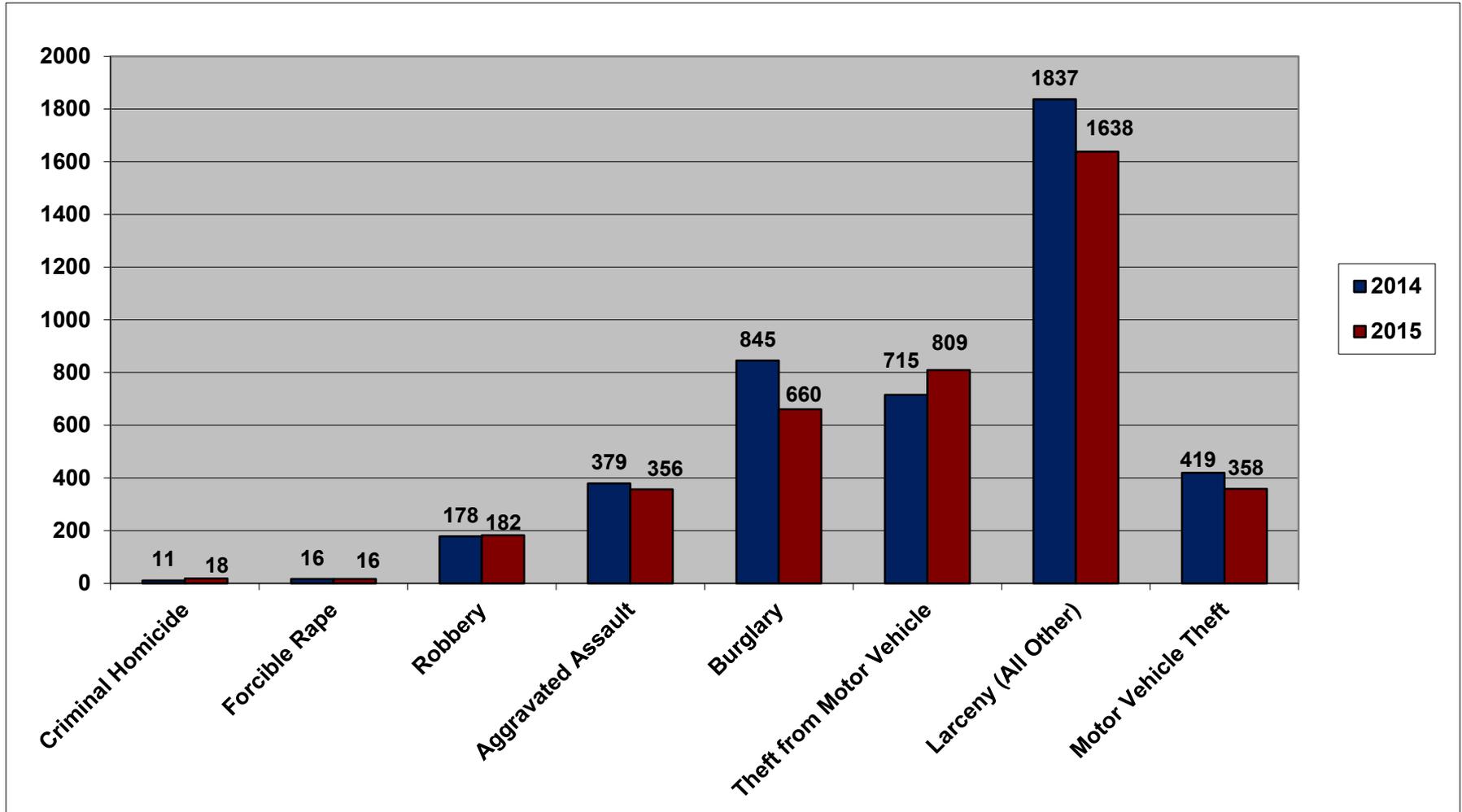


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PART ONE CRIMES

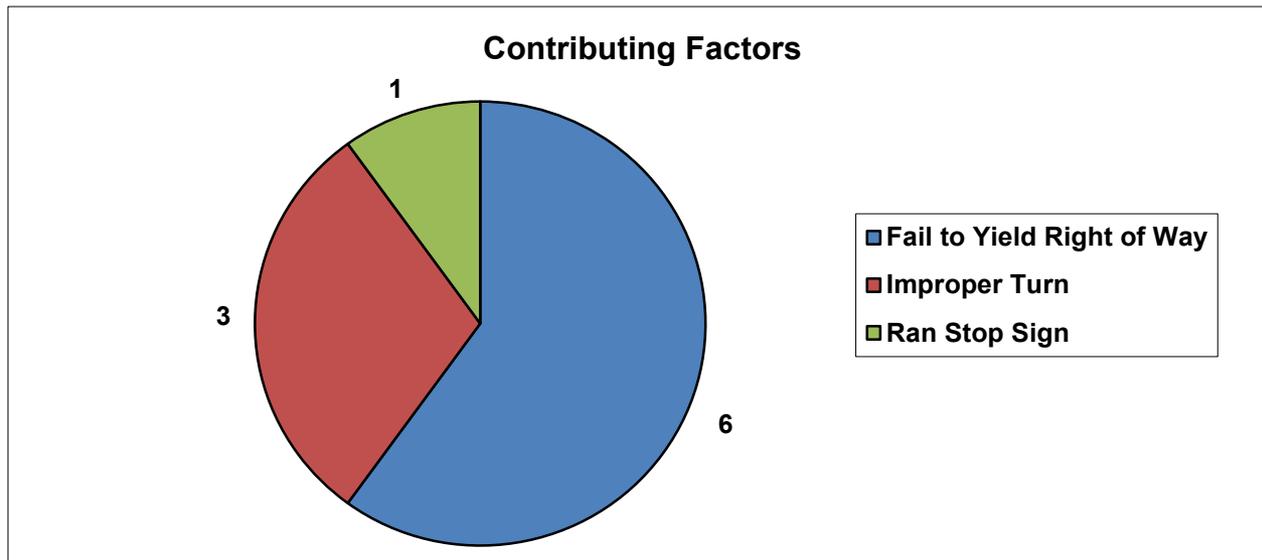
Year to Date Comparison

2014 / 2015



TOP FIVE ACCIDENT LOCATIONS

- **NW 165th ST, NW 49th AVE – 2**
- **NW 199th ST, NW 27th CT – 2**
- **NW 179th ST, NW 22nd AVE – 2**
- **NW 167th ST, NW 27th AVE – 2**
- **NW 197th ST, NW 2nd AVE – 2**



TOP FIVE ACCIDENT LOCATIONS

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October 01 through October 31, 2015

NW 165th ST, NW 49th AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81040414	2015017233	10/05/2015 06:50	Ran Stop Sign
81040663	2015017836	10/14/2015 16:54	Improper Turn

NW 199th ST, NW 27th CT

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81040471	2015017511	10/09/2015 15:29	Fail to Yield Right of Way
81040699	2015019000	10/31/2015 13:02	Improper Turn

NW 179th ST, NW 22th AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81040431	2015017071	10/02/2015 14:47	Fail to Yield Right of Way
81040628	2015018365	10/23/2015 20:37	Fail to Yield Right of Way

NW 167th ST, NW 27th AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81040542	2015017888	10/15/2015 13:54	Fail to Yield Right of Way
81040623	2015018342	10/23/2015 14:37	Fail to Yield Right of Way

NW 197th ST, NW 2ND AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81040449	2015017368	10/07/2015 11:02	Improper Turn
81040495	2015017650	10/12/2015 10:33	Fail to Yield Right of Way

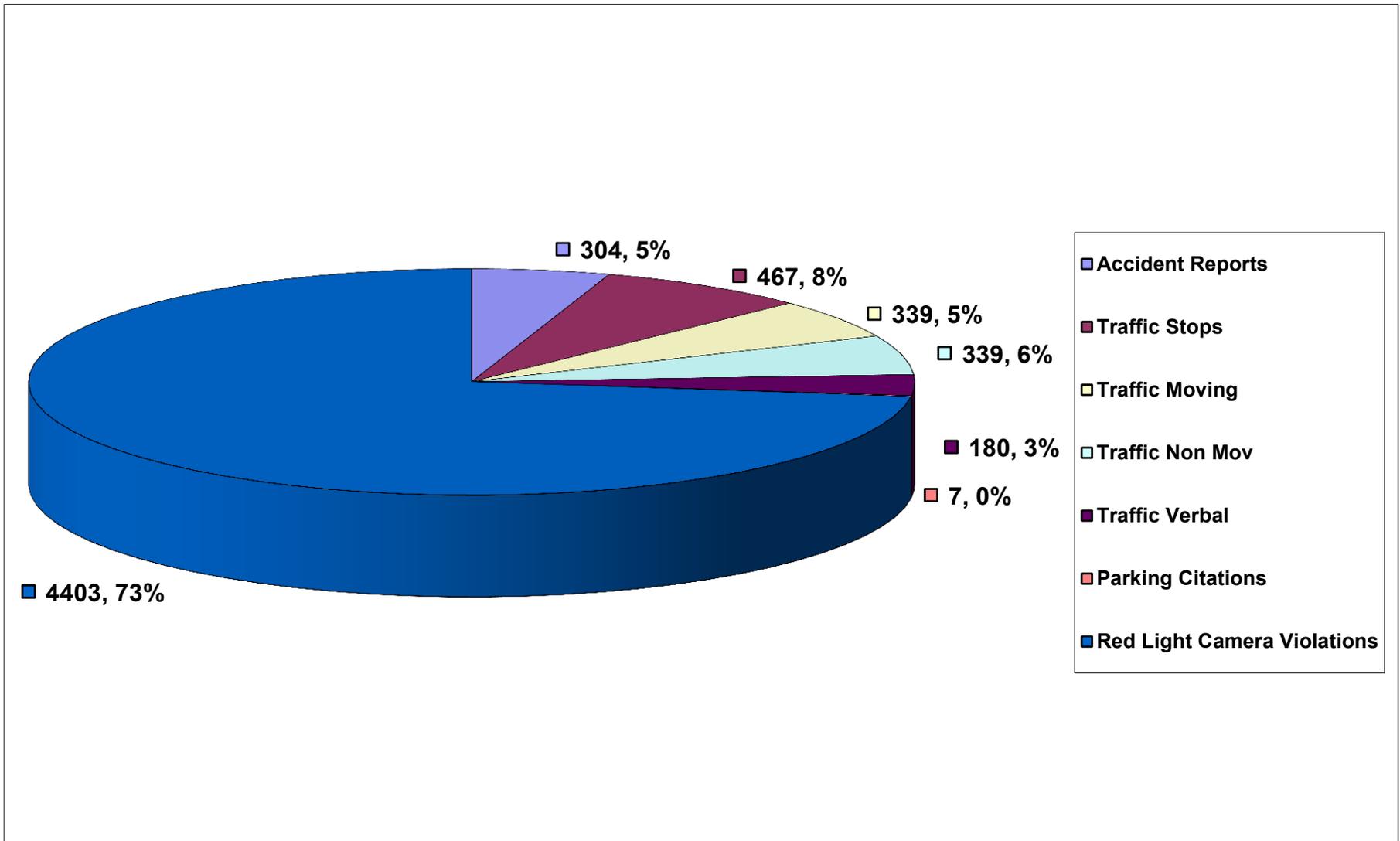
TRAFFIC ENFORCEMENT SUMMARY

2015

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YEAR TO DATE
Accident Reports	202	222	272	306	320	282	279	316	288	304			2791
Traffic Stops	734	534	611	522	541	447	317	555	332	467			5060
Traffic Moving	399	285	284	444	421	330	278	219	202	339			3201
Traffic Non Moving	382	300	270	514	621	490	456	183	490	339			4045
Traffic Verbal	237	198	239	195	218	191	178	227	141	180			2004
Parking Citations	6	11	20	7	19	9	13	10	1	7			103
Red Light Camera Violations	2842	3195	6181	4558	1872	2782	4677	4304	3566	4403			38380

TRAFFIC ENFORCEMENT ACTIVITY OCTOBER 2015

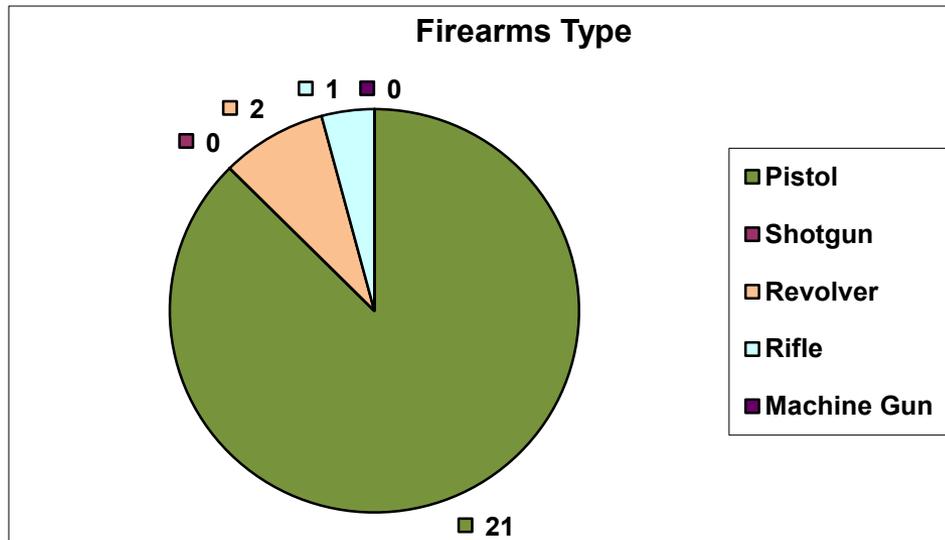
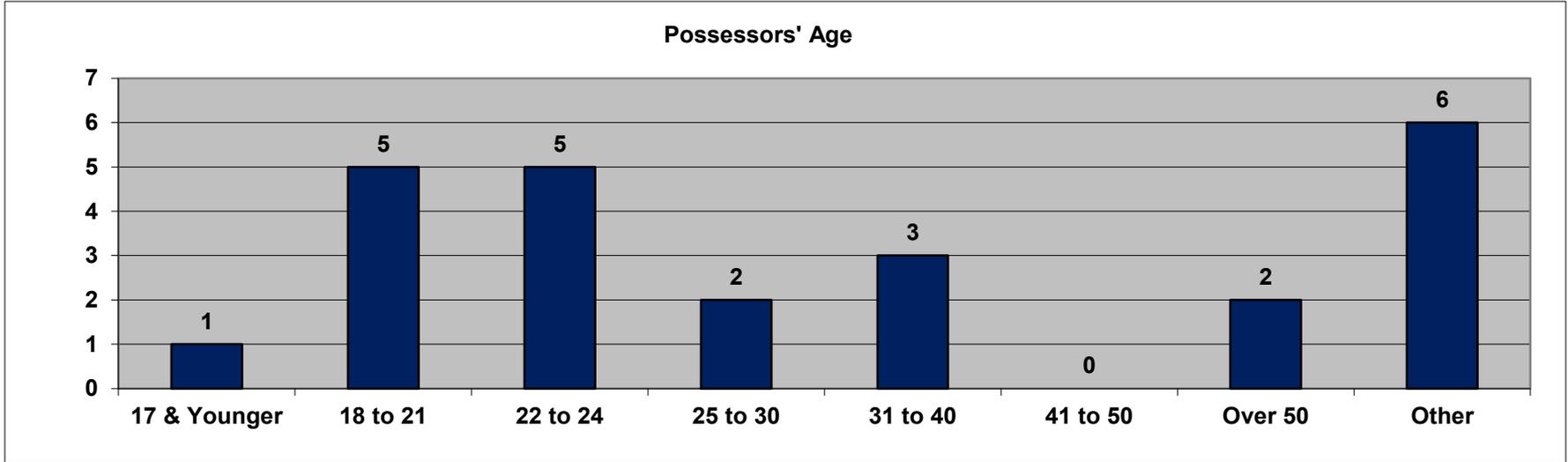
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CUSTODIAL FIREARMS

10/01/2015 to 10/31/2015



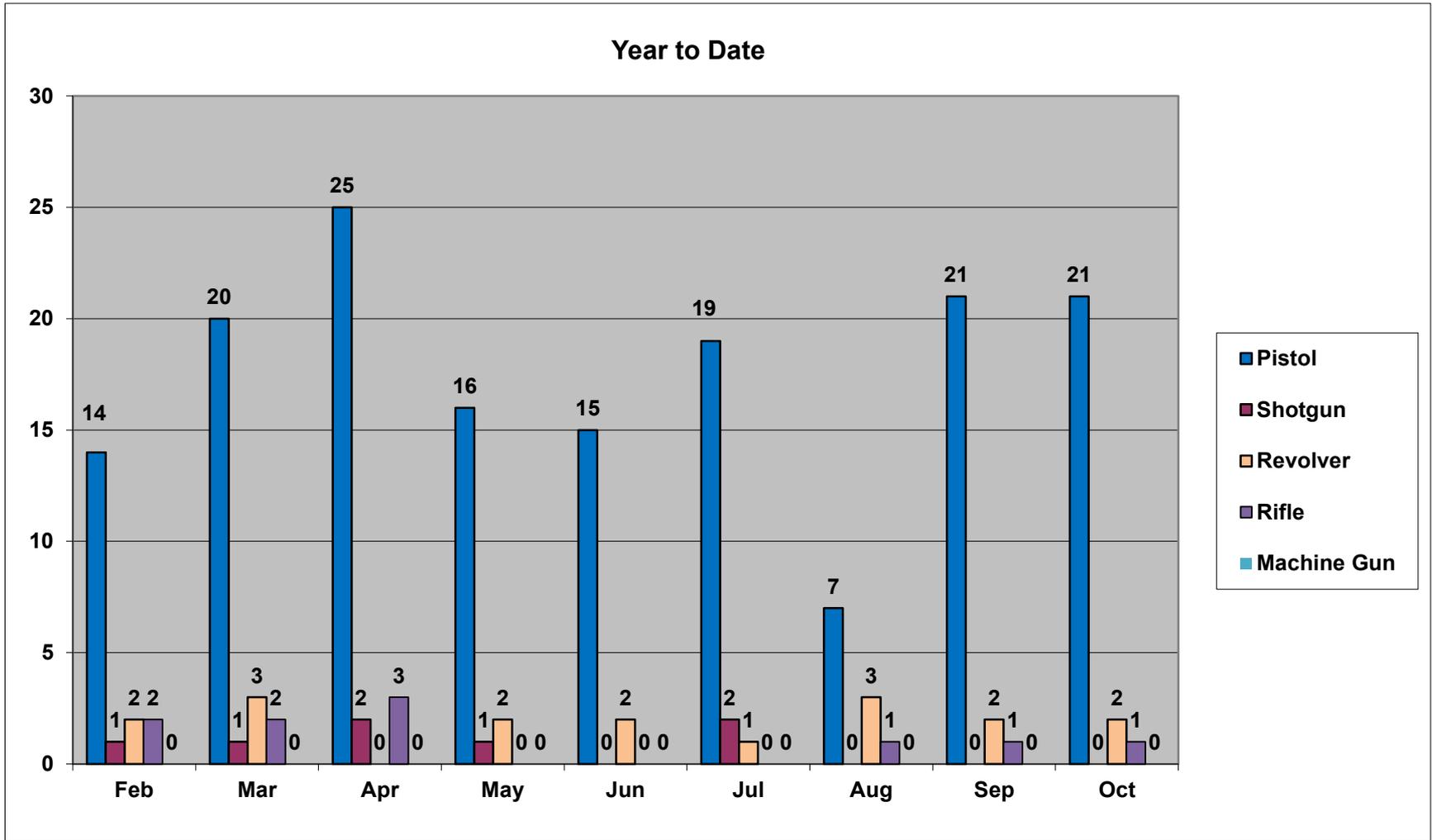
Total = 24





CUSTODIAL FIREARMS

Year to Date



Total = 208



TRAINING ANALYSIS

2014 TRAINING ACTIVITY

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
CLASSES ATTENDED	7	9	11	6	9	11	9	12	15	14	10	12	125
HOURS TAUGHT	297	244	514	108	264	248	216	294	464	472	220	330	3671
PARTICIPANTS	13	19	31	17	15	19	37	30	30	24	23	26	284

2015 TRAINING ACTIVITY

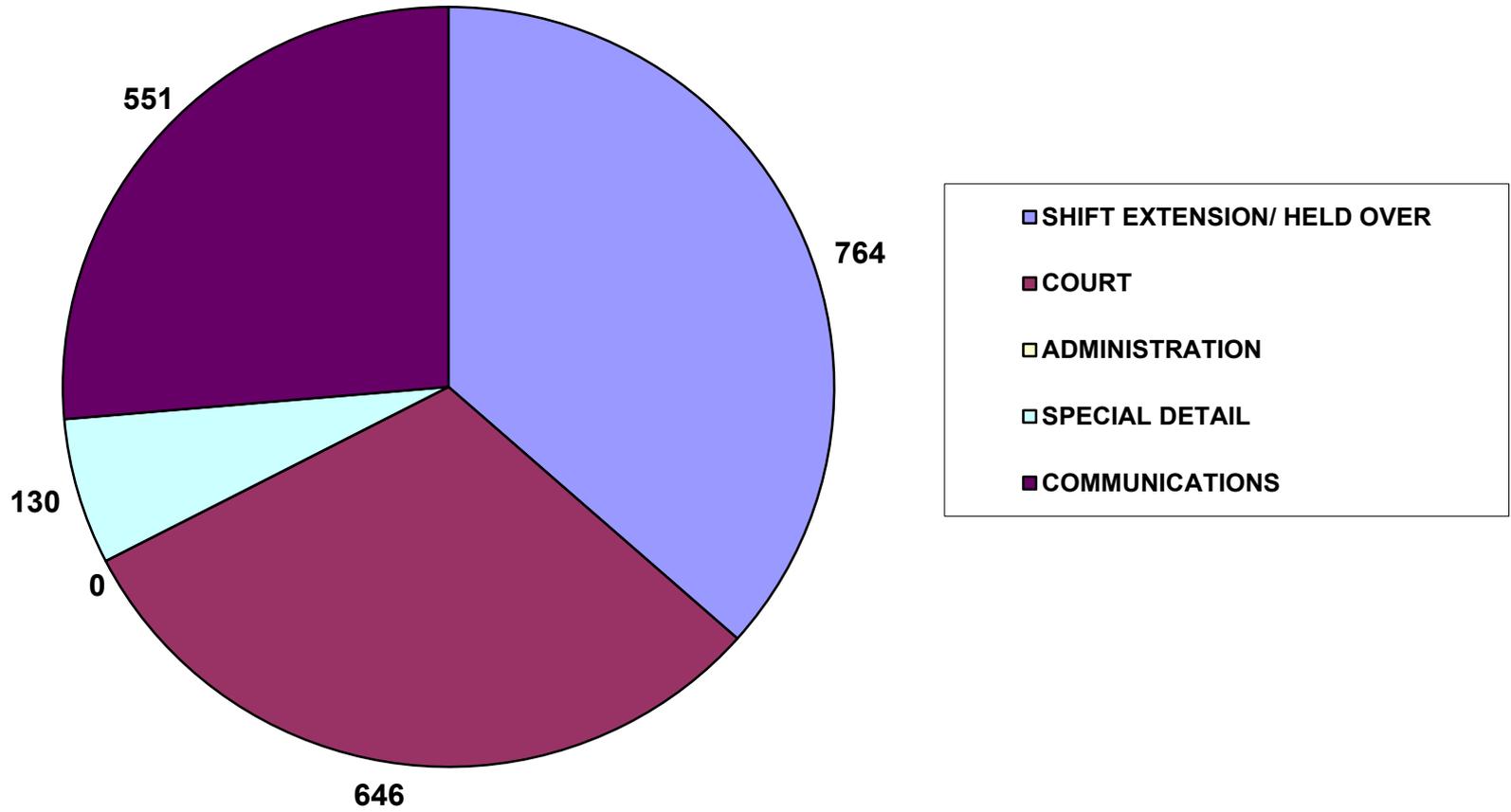
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
CLASSES ATTENDED	17	17	8	11	17	17	10	6	10	16			129
HOURS TAUGHT	507	448	360	222	442	462	260	188	342	391			3622
PARTICIPANTS	35	32	28	32	33	37	13	12	28	30			280

OCTOBER 2015 - OVERTIME SUMMARY

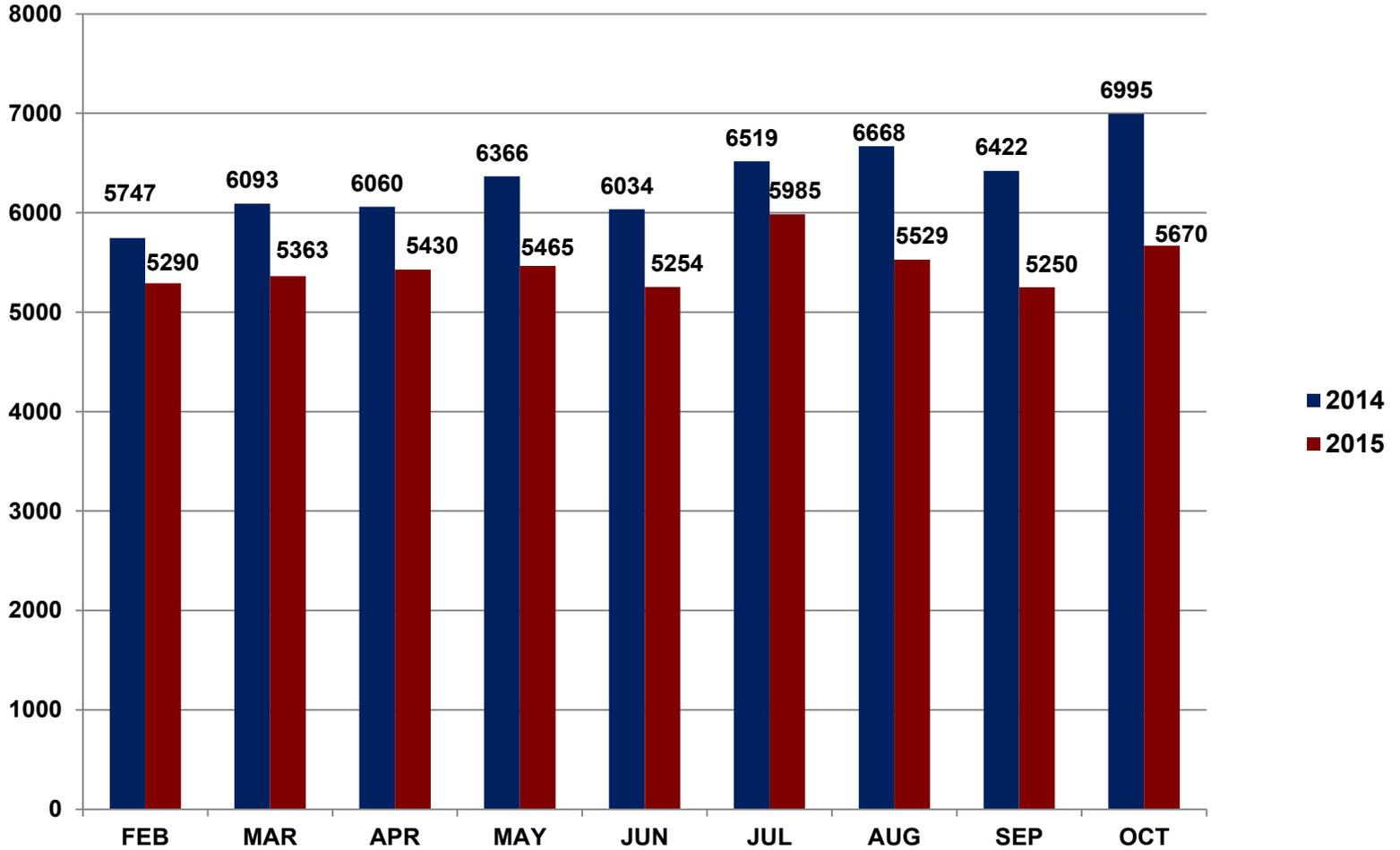
<u>CATEGORY</u>	<u>HOURS</u>
SHIFT EXTENSION/ HELD OVER	764
COURT	646
ADMINISTRATION	0
SPECIAL DETAIL	130
COMMUNICATIONS	551
TOTAL	2091

OCTOBER 2015 – OVERTIME SUMMARY

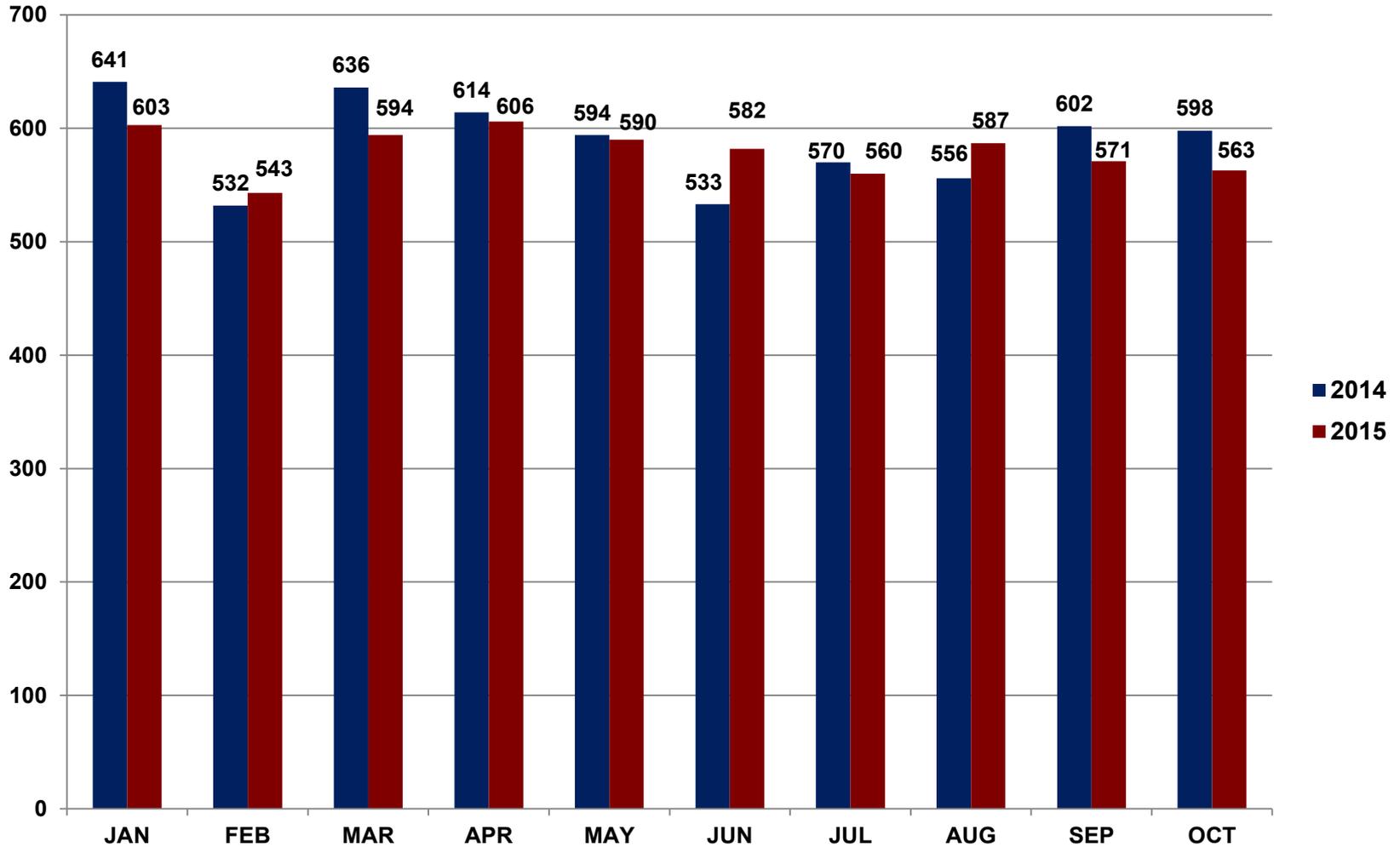
Page 3 of 5



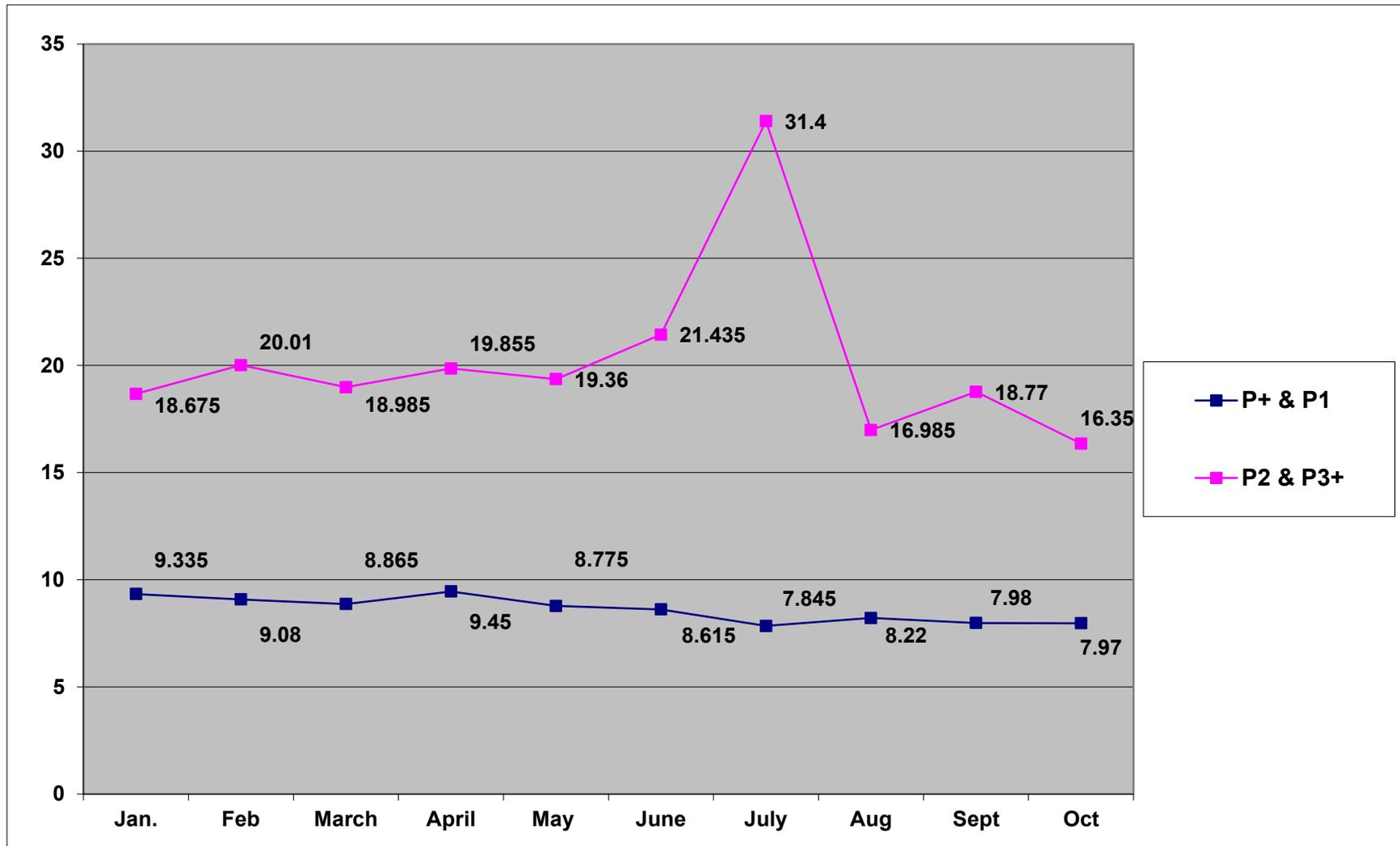
ROUTINE CALLS FOR SERVICE 2014 / 2015



EMERGENCY & PRIORITY CALLS FOR SERVICE 2014 / 2015



RESPONSE TIMES FOR CALLS FOR SERVICE 2015



MIAMI GARDENS POLICE DEPARTMENT



Quarterly Staff Report

September 2015 through November 2015

Capital Improvements Projects

ART IN PUBLIC PLACES (AIPP)- North Dade Optimist Park: Installation 30% complete - Rickelle Williams

- The Norland Middle School (NMS) project design proposal was approved by the City Council at the 2/25/15 Council meeting.
- Artist Services Agreement was executed on 3/20/15.
- **Installation is ongoing.**

City Hall & PD Building GMP-1 (Earthwork): Close-Out 100% – J. Allen & A. Smith

- For more information regarding Earthwork Construction see 7/13 CIP Monthly Report.
- Upon completion of GMP 2, a walk thru of the site will be scheduled with the City of North Miami Beach (CNMB) to verify that all of their facilities haven't been damaged after GMP 1. CNMB issued a partial field completion for GMP 1, and will issue a final field completion after their acceptance inspection for GMP 2.
- NMB has performed several site reviews of the installation and are proceeding periodically to verify all installations as the work is completed. Phase II and Offsite work was performed the week of 12/1/14. The Balance of the Phase III work will be reviewed and verified at the completion of Phase III.

New City Hall & PD Building GMP-2: Phase II Construction 99.9% complete; Phase III Construction 99.0% Complete – Jimmie Allen

Phase II Scope.

- Skanska has processed all documentation for the request for CO from the CMG Development Services Department and the department issued the CO on 12/9/14.
- The work is pending the final certification of completion and project closeout by the City.
- Final Completion was scheduled in accord with the contract 56 days after substantial completion or 6/27/14. Final Completion was not achieved on schedule. The Final Completion Request was executed. Assessment regarding final payments is ongoing. The final request for the certificate of completion letter from Skanska has been received. The City is withholding funds sufficient to guarantee that all incomplete work and items being remediated are satisfied prior to Final payment for the Phase II work. Final approval and payment for Phase II work pending.
- As of the week of 10/1/14 Skanska provided their final summary of items pending completion and indicated that they were complete with open Punch List Items and subsequently requested that the Architect/Engineer visit the site to confirm that all Punch List Items have been satisfied.
- The Architects review of the punch list is pending and under the A/E's Control. The A/E representative visited the site on 1/14/15 to address the Punch List Inspection Request.
- The City provided its review documents to URS for the second time. A response from URS is pending.

Phase III Police Building Scope:

- Skanska presented a final proposal for Phase III work and Revision 20 on 11/20/14 including adjustments base on the meetings conducted on the issue. The City has evaluated and arrived at an acceptable cost for the remedial work. NTP date was issued 11/27/14 for Revision 20, Phase II and Phase III work as the final cost to complete the project. The Revision 20 portion of the Police Building was completed in April 2015.

- The Garage Structure is pending a final Warranty negotiation for materials, labor and installation.
- The steel structure for City Hall elevated walkway to Parking Garage has been completed. The Punch List for the structure was issued in 12/2014 and the Contractor has completed the items on the City's List supplied in January 2015. That work was completed in July 2015.

The Police Building's Completion Status:

- The 1st floor is complete as of 9/11/15.
- On 5/30/15 Miami Dade Fire Inspections were conducted and the work was approved. **TCO has been issued and the contractor has submitted request for the Certificate of Occupancy (CO) and said CO is pending final sign off on Building Envelope.**
- The contractor has requested a substantial completion review and declaration from the Owner and Architect. The substantial completion determination is pending.
- All punch reviews have been completed and the contractor is awaiting review by the Architect of the completed punch list items.
- High Density Property Room Shelving is 98% complete with installation and awaiting meetings and demonstration to the City.
- Communications Room Master Antenna system contractor has been approved and the vendor has begun the installation work.
- Planning for the Real Time Crime Center is progressing. Room configurations and other related activities are being planned for equipment and essential services for the spaces involved.
- **Police Department units have moved in except Property & Evidence, Records, Communications and Front Desk.**

GMP Owner Direct Purchase Status:

- The actual tax savings for all invoices that have been paid by the City through **12/04/15 is \$871,105.21**

Municipal Complex Exterior Signage: Design 100%, Bid Phase 80% – Jimmie Allen

- RFP was advertised for bids on 10/1/13. Contractors bid proposals were opened 10/29/13. One bid was received which was non-responsive to all of the requirements in the RFP. City Council approved the staff recommendation to reject the bid during the 12/11/13 meeting.
- No permanent signage is displayed at the New City Hall as of this date.
- Preparations are being made for Alternate Signage for submittal to Council soon.
- Final determination of Signage concept design pending.
- Project was bid: No bids were submitted due to bidder's indication that the budget was too low. The project Re-Bid package is under review for alternate pricing or change in materials specified.
- **ITB-15-16-004: Municipal Signage Project was issued on 10/23/15. Bids were due on 11/9/15 and are under evaluation.**

Municipal Complex Utility Relocation NW 185th Terrace: Design 90% complete

- The project is on hold pending the complete analysis of the Municipal Complex budget.
- **No Status Change.**

Municipal Complex Roof PV Panels: Design 100% Complete, Bid Phase 85%

- The revised RFP/Bid opening date was 4/24/14. Staff reviewed the submitted RFP/Bids and 3 Design-Build Contractors will be scheduled to give an oral presentation for the final selection.
- The oral presentation for the Design-Build Contractors was held on 7/22/14.
- Executive staff met with the Low Bidder and an analysis is underway to determine alternate method of financing for installation.

- FPL Awarded the City an Energy Rebate in 1/2015 which must be completed by 5/16/2015. The City will be applying for an extension on the Award, as the project completion and terms of the award will not coincide with the final date of the required expenditures in order to apply for and secure the rebate.
- **No Status Change.**

Fueling Facility & Storm Drainage: Construction Document Phase 85%

- The project is currently "On Hold". No further action is being taken at this time.

City of Miami Gardens General Obligation Bond

- Bond Implementation Plan (BIP) was approved by the City Council at the 2/25/2015 City Council meeting.
- Bond Implementation Plan (BIP) was amended to approve the construction of a swimming pool at the Bunche Park Pool site at the 5/27/15 City Council meeting.

Betty T. Ferguson Recreational Center:

- RFQ 15-16-003-0: Betty T. Ferguson Rec. Center Improvements Step 1 was advertised on 9/22/15. Pre-bid meeting was held on 9/30/15. **Responses were submitted on 10/23/15 and a shortlist of firms was recommended/awarded on 11/16/15.**
- **The Step 2 RFP is being prepared for release.**

Brentwood Pool Outdoor Fitness Station: Construction Phase; – Anthony Smith

- Purchase Order was issued for the installation of the outdoor fitness station on 9/30/15.
- **The Installation is scheduled to commence during December 2015.**

Buccaneer Park:

- RFQ 14-15-031-0: Buccaneer Park Improvements Step 1 was advertised on 6/22/15 and a shortlist of firms was recommended/awarded on 9/3/15.
- **The Step 2 RFP is being prepared for release.**

Bunche Park:

- RFQ #14-15-037-0 for Bunche Park Improvements Step 1 was advertised on 7/17/15 and a shortlist of firms was recommended/awarded on 9/10/15.
- **The Step 2 RFP is being prepared for release.**

Bunche Pool:

- RFQ 14-15-033: Bunche Pool Improvements Step 1 was advertised on 6/24/15 and a shortlist of firms was recommended/awarded on 9/1/15.
- **The Step 2 RFP was advertised to shortlisted Design-Build firms (from Step 1) on 11/20/15.**

Dr. Lester Brown Park Outdoor Fitness Station: Construction Phase 100% completed; – Anthony Smith

- Purchase Order was issued for the installation of the outdoor fitness station on 2/19/15.
- Permit application was submitted to the CMG Development Services Department on 2/25/15 and was approved on 3/03/15.
- The contractor commenced installation of the outdoor fitness station on 3/03/15 and completed installation on 3/31/15.
- The Miami Dolphins contributed \$25,000 for the outdoor fitness station improvements.

Norwood Park and Pool Building:

- RFQ #14-15-034-0 for Norwood Park & Pool Improvements Step 1 was advertised on 7/15/15 and a shortlist of firms was recommended/awarded on 9/10/15.

- **The Step 2 RFP is being prepared for release.**

Norwood Pool: Construction Phase 100% completed; – Anthony Smith

- CMG staff procured the services of a pool consultant to provide a pool assessment of Norwood Pool. A site inspection, and a review of Health Department file documents for the existing pool were conducted for the purpose of ascertaining the condition of the Pool vessel, and the exploration of practical repair and remodel options leading to the opening of the pool this pool for use this summer season 2015.
- The solicitation for quotes for the pool painting and repair work was advertised on 4/30/15.
- A pre-bid meeting was held on 5/6/15.
- Notice to Proceed (NTP) and Purchase Order (PO) were issued to the contractor on 6/3/15.
- The contractor requested and granted additional time because of unforeseen delays on 6/22/15.
- Sandblasting and painting of the pool vessel is complete.
- The disconnect switch for the pump burned out in the equipment area during the start-up of the pumps and circulating the water on 7/7/15.
- Staff had to order parts and material for the disconnect switch and electrical components that burned out during the pool pump start-up. Staff completed the replacement of the electrical work and disconnect switch on 8/19/15.
- The pool opening inspection for the Health Department was held on 8/27/15. Staff and contractor completed outstanding items on the inspection report.
- Passed Health Department pool opening inspection on 9/2/15.
- Tree trimming contractor trimmed leaves hanging over the pool and deck on 9/22/15.
- The Contractor received final payment on 9/25/2015.

Risco Park:

- RFQ #14-15-038-1 for Risco Park Improvements Step 1 was advertised on 7/21/15 and a shortlist of firms was recommended/awarded on 9/16/15.
- **The Step 2 RFP is being prepared for release.**

Senior Family Center:

- RFQ #14-15-032-0 for Senior Family Center Improvements Step 1 was advertised on 6/23/15 and shortlist was recommended/awarded on 9/3/15.
- **The Step 2 RFP is being prepared for release.**

Showmobile: Manufacturing/Construction Phase; - Anthony Smith

- The project was advertised through a Request for Proposal (RFP) on 5/12/15.
- A recommendation of Award to Century Industries was submitted to City Council and approved on 7/22/15.
- The Purchase Order (PO) was submitted to the vendor on 9/11/15.
- **Manufacturing of the showmobiles is ongoing.**

Real Time Crime Center

- RFP 14-15-024-0 for Real Time Crime Center Video Wall & Controller was advertised on 9/9/15. Pre-bid meeting was held on 9/22/15. **The due date for proposal submittals was rescheduled for 12/10/15.**

City Manager's Office

This quarterly report is for the period beginning September 2015 through November 2015. Below is a brief synopsis of my activities.

INTERNAL OPERATIONAL MEETINGS

- September 1, 2015 – Met with Vice Mayor Felicia Robinson regarding upcoming FY 2015-2016 Budget Hearing and her various issues.
- September 2, 2015 – Met with Councilwoman Lillie Odom regarding upcoming FY 2015-2016 Budget Hearing and her various issues.
- September 2, 2015 – Met with Councilman Erhabor Ighodaro regarding upcoming FY 2015-2016 Budget Hearing and his various issues.
- September 3, 2015 – Met with Councilwoman Lisa Davis regarding upcoming FY 2015-2016 Budget Hearing and her various issues.
- September 4, 2015 – Met with Councilman David Williams regarding upcoming FY 2015-2016 Budget Hearing and his various issues.
- September 4, 2015 – Met with Councilman Rodney Harris regarding upcoming FY 2015-2016 Budget Hearing and his various issues.
- September 8, 2015 – Met with Development Services Director Shellie Ransom-Jackson, Assistant City Manager Vernita Nelson, City Attorney Sonja Dickens and Special Projects Manager Jimmie Allen regarding the construction of the New Police Building.
- September 8, 2015 – Met with Vice Mayor Felicia Robinson regarding upcoming City Council Meeting and her various issues.

- September 9, 2015 – Bi-Weekly Directors’ Meeting to discuss overall City operations.
- September 9, 2015 – Met with Councilman Erhabor Ighodaro regarding upcoming City Council Meeting and his various issues.
- September 10, 2015 – Attended City Council Agenda Review meeting to discuss upcoming items for the Council Meeting.
- September 11, 2015 – Weekly meeting with Assistant City Manager Craig Clay to discuss various items regarding the Departments of Community Development, Finance, Parks and Recreation and other overall City business.
- September 11, 2015 – Weekly meeting with Development Services Director Shellie Ransom-Jackson to discuss various items regarding the Department of Development Services & Code Compliance.
- September 14, 2015 – Met with City Attorney Sonja Dickens, Assistant City Attorney Monica Barnes, Development Services Director Shellie Ransom-Jackson, and Planning and Zoning Manager Irma Matos regarding Spirit of Church Christ rezoning application.
- September 15, 2015 – Met with Assistant City Manager Vernita Nelson, Assistant to the City Manager Darian Martin and Public Affairs Director Petula Burks regarding Jazz in the Gardens – 2016.
- September 21, 2015 - Held bi-monthly meeting regarding the construction of the New Police Building with Assistant City Manager Vernita Nelson; Special Projects Manager Jimmie Allen; Finance Director Patricia Varney; City Attorney Sonja Dickens; Development Services Director Shellie Ransom-Jackson; Interim Police Chief Antonio Brooklen; Assistant Police Chief Alfred Lewers; Information Technology Director Ronald McKenzie; Information Technology Police Systems Manager Tristian Lattibeadere and Procurement Director Lindell Miller.
- September 22, 2015 – Met with Vice Mayor Felicia Robinson regarding upcoming City Council Meeting and her various issues.
- September 23, 2015 - Bi-Weekly Directors’ Meeting to discuss overall City operations.
- September 23, 2015 – Met with Councilman Erhabor Ighodaro regarding upcoming City Council Meeting and his various issues.
- September 30, 2015 – Met with Interim Police Chief Antonio Brooklen, Development Services Director Shellie Ransom-Jackson and Code Enforcement Division staff regarding the re-organization of the Departments effective October 1, 2015.
- September 30, 2015 – Held a staff meeting with City Manager’s Office and City Council support staff regarding re-organization for the upcoming fiscal year.

- October 5, 2015 - Weekly meeting with Interim Police Chief Antonio Brooklen to discuss various items regarding the Police Department.
- October 5, 2015 - Held bi-monthly meeting regarding the construction of the New Police Building with Assistant City Manager Vernita Nelson; Special Projects Manager Jimmie Allen; Finance Director Patricia Varney; City Attorney Sonja Dickens; Development Services Director Shellie Ransom-Jackson; Interim Police Chief Antonio Brooklen; Assistant Police Chief Alfred Lewers; Information Technology Director Ronald McKenzie; Information Technology Police Systems Manager Tristian Lattibeadere and Procurement Director Lindell Miller.
- October 6, 2015 – Met with Councilman David Williams, Public Affairs Director Petula Burks, Purchasing Director Lindell Miller, Parks and Recreation Director Parvin Neloms and Assistant to Council Hilary Marshall to discuss Councilman David Williams’ upcoming events.
- October 7, 2015 – Met with Assistant City Manager Vernita Nelson, Parks and Recreation Director Parvin Neloms, Public Affairs Director Petula Burks, Assistant to the City Manager Darian Martin, Interim Police Chief Antonio Brooklen, Development Services Director Shellie Ransom-Jackson, Finance Director Patricia Varney, Assistant to Council Hilary Marshall, Assistant to Council Shantelle Smith and Assistant to Council Cindy Betty to discuss all upcoming special events.
- October 9, 2015 – Weekly meeting with Assistant City Manager Craig Clay to discuss various items regarding the Departments of Community Development, Finance, Parks and Recreation and other overall City business.
- October 9, 2015 – Weekly meeting with Assistant City Manager Vernita Nelson to discuss various items regarding the Departments of Human Resources, Information Technology, Procurement, Public Works and other overall City business.
- October 9, 2015 – Weekly meeting with Development Services Director Shellie Ransom-Jackson to discuss various items regarding the Department of Development Services.
- October 13, 2015 – Met with Councilwoman Lisa Davis regarding upcoming City Council Meeting and her various issues.
- October 13, 2015 – Met with Vice Mayor Felicia Robinson regarding upcoming City Council Meeting and her various issues.
- October 14, 2015 – Bi-Weekly Directors’ Meeting to discuss overall City operations.
- October 14, 2015 – Attended the Active Shooter Training provided by Miami Gardens Police Department.
- October 14, 2015 – Met with Assistant City Manager Craig Clay and Finance Director Patricia Varney regarding bond securities.

- October 5, 2015 - Weekly meeting with Interim Police Chief Antonio Brooklen to discuss various items regarding the Police Department.
- October 5, 2015 - Held bi-monthly meeting regarding the construction of the New Police Building with Assistant City Manager Vernita Nelson; Special Projects Manager Jimmie Allen; Finance Director Patricia Varney; City Attorney Sonja Dickens; Development Services Director Shellie Ransom-Jackson; Interim Police Chief Antonio Brooklen; Assistant Police Chief Alfred Lewers; Information Technology Director Ronald McKenzie; Information Technology Police Systems Manager Tristian Lattibeadere and Procurement Director Lindell Miller.
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- October 14, 2015 – Met with Assistant City Manager Craig Clay and Finance Director Patricia Varney regarding bond securities.

- October 30, 2015 – Weekly meeting with Assistant City Manager Vernita Nelson to discuss various items regarding the Departments of Human Resources, Information Technology, Procurement, Public Works and other overall City business.
- October 30, 2015 – Weekly meeting with Interim Police Chief Antonio Brooklen to discuss items regarding the Police Department and Code Compliance.
- October 30, 2015 – Weekly meeting with Development Services Director Shellie Ransom-Jackson to discuss various items regarding the Department of Development Services.
- November 9, 2015 – Met with Parks and Recreation Director Parvin Neloms to discuss items regarding the Parks and Recreation Department.
- November 9, 2015 - Met with Vice Mayor Felicia Robinson regarding upcoming City Council Meetings and her various issues.
- November 9, 2015 – Met with Development Services Director Shellie Ransom-Jackson to discuss items regarding the Development Services Department.
- November 9, 2015 – Met with Interim Chief Antonio Brooklen and Human Resources Director Melissa Negron to discuss items regarding the Police Department.
- November 10, 2015 – Met with Assistant to the City Manager Darian Martin, Legislative Aide Jessica Myers, Executive Assistant to the Mayor Tiffany Bain, Public Affairs Director Petula Burks, and Information Officer/CRS Sandra Pierre-Paul to discuss Mayor Oliver Gilbert’s projects.
- November 10, 2015 - Bi-Weekly Directors’ Meeting to discuss overall City operations.
- November 10, 2015 – Met with Councilman Erhabor Ighodaro regarding upcoming City Council Meeting and his various issues.
- November 12, 2015 – Met with Vice Mayor Felicia Robinson and Assistant City Manager Vernita Nelson regarding Jazz in the Gardens.
- November 12, 2015 – Conducted a walk-thru of the Farmhouse with Vice Mayor Felicia Robinson, Assistant City Manager Craig Clay, Parks and Recreation Director Parvin Neloms and Public Works Director Tom Ruiz.
- November 20, 2015 – Weekly meeting with Assistant City Manager Craig Clay to discuss various items regarding the Departments of Community Development, Finance, Parks and Recreation and other overall City business.
- November 20, 2015 – Weekly meeting with Assistant City Manager Vernita Nelson to discuss various items regarding the Departments of Human Resources, Information Technology, Procurement, Public Works and other overall City business.

- November 20, 2015 – Weekly meeting with Development Services Director Shellie Ransom-Jackson to discuss various items regarding the Department of Development Services.
- November 30, 2015 – Met with Assistant City Manager Vernita Nelson, Parks and Recreation Director Parvin Neloms, Public Affairs Director Petula Burks, Assistant to Council Shantelle Smith to prepare for Councilman Erhabor Ighodaro’s projects and events for the upcoming year.

EXTERNAL MEETINGS

- September 1, 2015 - Held interviews with Human Resources Director Melissa Negrón and the top four (4) Candidates for the vacant Police Chief position.
- September 2, 2015 – Met with Makeda McLune and her client regarding purchase and development of commercial property in the City of Miami Gardens.
- September 3, 2015 – Met with Logan Pierson to discuss opportunities with the City of Miami Gardens.
- September 10, 2015 – Met with Human Resources Director Melissa Negrón and Michelle Harrington, Tropical Financial Credit Union regarding benefits Tropical Financial Credit Union can offer employees.
- September 10, 2015 – Met with Trellanee Moore-Adderley, Axa-Advisors, LLC, to discuss opportunities with the City of Miami Gardens.
- September 10, 2015 - Met with Development Services Director Shellie Ransom-Jackson, Mark Knobel and Joseph Ausch, GM Law, and Resident Maralee Schlip regarding the development of the City owned 15-acres site in conjunction with the old Parkway Hospital site and issues related to the Lubavitch Education Center (LEC).
- September 15, 2015 – Met with Development Services Director Shellie Ransom-Jackson and Residents Jay Lee and James Jones regarding their interest in purchasing property in the City of Miami Gardens.
- September 15, 2015 – Met with City Attorney Sonja Dickens and Joel Liberson, Trial and Appellate Resources, PC, regarding predatory lending lawsuits.
- September 21, 2015 – Attended a Conflict Assessment Meeting with City Attorney Sonja Dickens, Mayor Oliver Gilbert and Miami-Dade County staff regarding Sun Life Stadium and surrounding properties.
- September 22, 2015 – Met with Andy Allen, Skanska, regarding the completion of the Public Safety Building.

- September 22, 2015 – Attended a meeting with Mayor Oliver Gilbert; City Attorney Sonja Dickens; Assistant City Manager Craig Clay; Clarence McKee, McKee Communications Inc.; William McCormick, Outfront Counsel; and Billy Long, Outfront Media regarding their Billboard proposal.
- September 22, 2015 – Met with Interim Police Chief Antonio Brooklen and Resident Sonia Flowers, President of the Scott Lake Crime Prevention Group, regarding issues and concerns in Scott Lake.
- September 24, 2015 – Attended a meeting with Assistant City Manager Craig Clay and Anthony Brunson, Anthony Brunson, PA, regarding the City's external auditing service proposal.
- September 28, 2015 – Attended a meeting with Mayor Oliver Gilbert and Bruce Bennett regarding opportunities with the City of Miami Gardens.
- September 28, 2015 – Attended a meeting with Parks and Recreation Director Parvin Neloms, District Supervisor Rodney Best and Coach Markeisha Harris to discuss the Sunday, September 12, 2015 cheerleading incident.
- September 29, 2015 – Met with Development Services Director Shellie Ransom-Jackson and Representatives from Calder Casino to discuss the City of Miami Gardens' policies on demolition and construction.
- September 29, 2015 – Met with Valorie Higgs regarding opportunities in the City of Miami Gardens.
- September 30, 2015 – Met with Carole Williams, United Way, to discuss opportunities with the City of Miami Gardens.
- October 1, 2015 – Met with Henrietta Lacey to discuss opportunities in the City of Miami Gardens.
- October 1, 2015 – Attended a meeting with Mayor Oliver Gilbert and Dr. Panwe Gibson, Eco Tech Visions, to discuss opportunities at the Police Station.
- October 2, 2015 – Met with Doug Rosenberg regarding the purchase and development of land in the City of Miami Gardens.
- October 15, 2015 – Attended a meeting with Councilwoman Lillie Odom and Carine Brini regarding free health screen testing in the City of Miami Gardens.
- October 6, 2015 – Met with Sherwood DuBose, Chamber Member, regarding future collaborations.
- October 7, 2015 – Met with Development Services Director Shellie Ransom-Jackson; Bruce Bennett, Evan Roth and Terry Duffy, Sevin Trent; regarding investments in the City of Miami Gardens.

- October 8, 2015 – Met with Shantelle Ferguson, Grace Academy, to discuss opportunities in the City of Miami Gardens.
- October 8, 2015 – Met with Development Services Director Shellie Ransom-Jackson and representatives from Calder Casino regarding the renovation and expansion of Calder Casino.
- October 16, 2015 – Attended a meeting with Councilman Erhabor Ighodaro; Albert Milo, Related Group; and Ola Aluko, AMAC Consultant; to discuss development and availability in the City of Miami Gardens.
- October 20, 2015 – Attended a meeting with Mayor Oliver Gilbert, City Attorney Sonja Dickens and representatives from Miami-Dade County and South Florida Stadium regarding the pending lawsuit.
- October 20, 2015 – Attended the Ribbon Cutting for Calder Casino’s Grand Reopening/Renaming of the food venue, Lucky’s.
- October 21, 2015 – Held interviews with Development Services Director Shellie Ransom-Jackson and Human Resource Analyst II Sandra Ruiz for the vacant Assistant Development Services Director.
- October 23, 2015 – Held a conference call with Assistant City Manager Craig Clay, Finance Director Patricia Varney and representatives from IFS Securities regarding their financial advisors proposal submitted to the City of Miami Gardens.
- October 26, 2015 – Met with Development Services Director Shellie Ransom-Jackson and Dr. Miya Burt-Stewart, M.D. Stewart & Associates, Inc. regarding her proposal for a Business Development Consulting program in the City of Miami Gardens.
- October 26, 2015 – Held a conference call with Assistant City Manager Craig Clay, Finance Director Patricia Varney and Pamela Remkalawan, TD Bank, to discuss the City of Miami Gardens’ bonds.
- October 27, 2015 – Attended a meeting with Mayor Oliver Gilbert and residents Ben Cowins and Richard Gibson regarding a Business Incubator Project for the City of Miami Gardens as it relates to FAMU.
- October 27, 2015 – Attended a walkthrough meeting with Councilwoman Lisa Davis, City Attorney Sonja Dickens, Assistant City Manager Craig Clay, City Clerk Ronetta Taylor, Sergeant of Arms Eugene Williams, City Staff and outside vendors for the Food and Wine Experience.
- October 27, 2015 – Met with Tony Swann regarding purchase and development opportunities in the City of Miami Gardens.
- October 29, 2015 – Attended a meeting with Mayor Oliver Gilbert and Laurie Ellington, Amazon.com, regarding Amazon’s physical presence in Miami Gardens

- October 29, 2015 – Held interviews with Assistant City Manager Craig Clay, Parks and Recreation Director Parvin Neloms, Development Services Director Shellie Ransom-Jackson and Human Resource Analyst II Charisse Moore for the vacant Community Center Manager position.
- November 3, 2015 – Attended the Council for Educational Change Executive Pass Networking Meeting with Vice Mayor Felicia Robinson at Ponce de Leon Middle. The meeting was to share success ideas and strategies and ways to overcome challenges with partnerships and have maximum effect for students and the school community.
- November 3, 2015 – Attended a strategy meeting with Mayor Oliver Gilbert; City Attorney Sonja Dickens; Elaine Byszewski, Hagens Berman; Lee Gordon, Hagens Berman; Lance Harke, Harke Clasby; and Joel Liberson, Tare Source; regarding predatory lending cases.
- November 4, 2015 – Attended the Environmental Science Center of Tomorrow Dedication Ceremony with Councilman David Williams, Jr. and City Staff at Parkview Elementary School.
- November 9, 2015 – Met with Development Services Director Shellie Ransom-Jackson and Representatives from Lionheart Capital, LLC regarding the proposed expansion of Calder Casino.
- November 10, 2015 – Met with Assistant City Manager Vernita Nelson; Assistant City Manager Craig Clay; Human Resources Director Melissa Negron; Finance Director Patricia Varney; Interim Police Chief Antonio Brooklen; and Freddy Perera, Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., regarding PBA union contract negotiations.
- November 12, 2015 – Met with Assistant City Manager Craig Clay; Capital Projects Manager Anthony Smith; CIP Coordinator Rickelle Williams; Special Projects Manager Jimmie Allen; and Joel Wadsworth, Helen Gray and Chris Giordano, Calvin Giordano and Associates; to discuss the General Obligation Bond Projects.
- November 12, 2015 – Attended a meeting with Vice Mayor Felicia Robinson and Resident Julio Avila to discuss opportunities in the City of Miami Gardens.
- November 14, 2015 – Attended the Miami Gardens Food and Wine Experience 2015.
- November 16, 2015 – Attended the Swearing-In Ceremony for Police Chief Antonio Brooklen.
- November 16, 2015 – Attended a meeting with Councilman Rodney Harris, Development Services Director Shellie Ransom-Jackson, Parks and Recreation Director Parvin Neloms, Assistant Parks and Recreation Director Starex Smith, CIP Coordinator Rickelle Williams, Director of Collaborative Community Programming Kelly Brady-Rumble, ColLABatory; and Miami Dade County staff regarding the Public Space Project in the City of Miami Gardens.

- November 17, 2015 – Meeting with Sherwood DuBose, Chamber Member; and Sanford Freeman regarding possible business opportunities in the City of Miami Gardens.
- November 17, 2015 – Met with City Attorney Sonja Dickens, Development Services Director Shellie Ransom-Jackson and Jim Brady regarding the purchase and development of the City owned 15-acres site.
- November 19, 2015 – Invited to give Welcome to the Gold Coast Association of Code Enforcement meeting.
- November 19, 2015 – Met with Development Services Director Shellie Ransom-Jackson; Joseph Goldstein, Holland & Knight, LLP and his client regarding City parcel located at 19100 NW 2nd Avenue.
- November 19, 2015 – Met with Shantelle Ferguson, Grace Academy, to follow up on development opportunities in the City of Miami Gardens.
- November 23, 2015 – Met with Development Services Director Shellie Ransom-Jackson and Joyce Villar, D.R. Horton, regarding development issues.
- November 25, 2015 – Attended a meeting with Vice Mayor Robinson; Public Affairs Director Petula Burks; and Melvin Taylor, American Heart Association, to discuss opportunities in the City of Miami Gardens.
- November 30, 2015 – Attended the Knight Arts Challenge Miami Award Event with Mayor Oliver Gilbert, Assistant to the City Manager Darian Martin, Public Affairs Director Petula Burks and Legislative Aide Jessica Myers.

Should you have any questions regarding this quarterly report, I am available at your earliest convenience.

Community Development

Enclosed is a list of accomplishments completed through from October through November 2015.

- **Senior Services Awareness Workshop** – CD Staff was proud to work with Councilwoman Lillie Odom on the Senior Services Awareness Workshop at the Betty T. Ferguson Complex on Thursday, October 22 from 9:00am to 12:00pm. The event was attended by over 100 seniors and 10 local, County and State agencies that provided on-site, one-on-one information sessions as well as group presentations.
- **CDBG 5-year Consolidated Planning** – Every 3-5 years the City must update its Consolidated Plan which governs HUD funded programs such as the Community Development Block Grant (CDBG) Program. CD Staff along with the consultant Florida Housing Coalition has begun the planning process. We are in the process of developing a community survey and have tentatively scheduled stakeholder and neighborhood meeting in March 2016. More information will be provided in the coming months as we make progress in the process. The Consolidate Plan along with the 2016-17 Action Plan and Analysis of Impediments is due to US HUD by August 15, 2016.
- **Consolidated Annual Performance and Evaluation Report (CAPER)** – The City's Annual CAPER is due to HUD by December 29, 2015. This report provides details into the City's programs, activities, and accomplished over the 2014-15 fiscal year with Community Development Block Grant (CDBG) funds. CD Staff has completed the draft which is now available for public comment on CD's website page: <http://www.miamigardens-fl.gov/cd/documents.html>. Additionally, two public meetings have been scheduled to invite the public's participation and comments. They will be held on Monday, December 7th at 5:30pm and Thursday, December 10th at 10:00am in the City Hall Community Room. Below is a summary of the City's accomplishments for the 2014-15 year:

a) **Public Services**

ACTIVITY	ACCOMPLISHMENT UNITS	ACCOMPLISHMENT
Youth Services	People Served	226
Senior Services	People Served	347

b) **Redevelop aging housing stock in residential areas**

ACTIVITY	ACCOMPLISHMENT UNITS	ACCOMPLISHMENT
Rehab, Single-Unit Residential	Housing Units	26 (10 SHIP)
NSP Rehabilitation	Housing Units	4 (NSP)
NSP Direct Homeownership Assistance	Households	4 (NSP) 3 (SHIP)

- **Neighborhood Stabilization Program** – The department and its has completed and sold several abandoned and foreclosed properties over the past year, bringing our program totals to:
 - **79** properties purchase
 - **72** properties sold to income eligible first-time homebuyers
 - **2** properties transferred to local non-profits to manage as rental for very low income households
 - **13** unsafe properties demolished
 - **2** properties completed and available to first-time homebuyers
 - **5** properties pending rehabilitation and sale

Development Services & Code Compliance Department

Finance Department

Human Resources Department

I. POLICIES AND PROCEDURES:

Revision of the Employee Policy and Procedure Manual will be completed for review in December 2015.

II. CITYWIDE STAFFING

Employee Composition

Full-Time Regular	538
Female	232
Residents	163/30.2%
Regular/Intermittent PT 75 (included in full-time composite)	

City-Wide Staffing – Hires and Separations (9/1/2015 – 11/30/2015)

During the current reporting period there were twelve (12) non-resident new hires and three (3) resident new hires (see table below).

During the current reporting period there were twenty (20) separations (see table below). Of the twenty (20) separations ten (10) are City Residents (see table below).

ALL NEW HIRES 9/1/2015 – 11/30/2015

Employee Name	Home department	Hire Date
WRIGHT, LATORIA LATRELL	PARKS RECREATION DIVISION	9/8/2015
ZEPHYR, JOB	POLICE DIVISON	9/14/2015
MCINTYRE, JEREMY TORRELL	POLICE DIVISON	9/14/2015
CLERVIL, JUNIOR KINDLEY	POLICE DIVISON	9/28/2015
BUTE, AISHA ANDREA	CITY MANAGER	10/5/2015
BAIN, TIFFANY KRISTAIN	CITY MANAGER	10/6/2015
EDWARDS, ATHALIE LATOYA	BUILDING SERVICES	10/19/2015
MYERS, JESSICA JADE	CITY MANAGER	10/19/2015
LEWIN, TENEIL TAMARA	BUILDING SERVICES	10/26/2015
FRANCIS, LATORA DANIELLE	PROCUREMENT	10/26/2015
BERTHOUMIEUX, ROLHINS	PARKS RECREATION DIVISION	11/4/2015
SHIPMAN, BRANDEN PHILLIP	POLICE DIVISON	11/16/2015
HUDSON, KELVIN LAMAR	POLICE DIVISON	11/16/2015
CHALMERS IV, LAWYER	POLICE DIVISON	11/16/2015
ELLIS, WENDY JUANITA	PARKS RECREATION DIVISION	11/23/2015

NEW HIRES/City Resident 9/1/2015 - 11/30/2015

CLERVIL, JUNIOR KINDLEY	POLICE DIVISON	9/28/2015
LEWIN, TENEIL TAMARA	BUILDING SERVICES	10/26/2015
SHIPMAN, BRANDEN PHILLIP	POLICE DIVISON	11/16/2015

ALL SEPARATIONS 9/1/2015 – 11/30/2015

NAME	HOME DEPARTMENT	POSITION TITLE	TERMINATION DATE
VELEZ-VILLAFANE, VICTOR	POLICE DIVISON	POLICE OFFICER III	9/4/2015
WILLIAMS, ROBERT EUGENE	POLICE DIVISON	POLICE SERGEANT III	9/11/2015
DENNIS, VONTRICE CHAQUINTA	POLICE DIVISON	POLICE OFFICER III - COPS GRAN	9/11/2015
ROBINSON, TAKIA LASETTE	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	9/17/2015
BOODOO, NATASHA LATRICE	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	9/18/2015
CARPENTER, RANDY JAMES	POLICE DIVISON	POLICE OFFICER I	9/20/2015
MATOS, IRMA ALEXANDRA	BUILDING SERVICES	PLANNING & ZONING MANAGER	9/25/2015
GOMEZ, STEVEN	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	9/25/2015
JOHNSON, BOBBIE ANN	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	10/9/2015
HAUGHTON, TICHINA EBONY	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	10/16/2015
SCOTT, DORINDA	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	10/20/2015
AVANT, MARVIN	PUBLIC WORKS-STREETS DIVISION	PUBLIC SERVICE SUPERVISOR	10/19/2015
BROWN, SHADAE DARCELL	POLICE DIVISON	TELECOMMUNICATOR	10/28/2015
ROBINSON, BARBARA A	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	10/29/2015
WEEMS, PAULETTE LOUISE	POLICE DIVISON	EXECUTIVE SECRETARY	11/6/2015
STEVENS, LAVETTE CHERYL	POLICE DIVISON	TELECOMMUNICATOR	11/14/2015

RANDOLPH, ANDREA VENESE	PARKS RECREATION DIVISION	RECREATION AIDE	11/15/2015
GUYTON SR, EDDIE L	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	11/16/2015
RODRIGUEZ, JORGE LUIS	POLICE DIVISON	POLICE OFFICER III	11/20/2015
YBERN, STEVEN MICHAEL	POLICE DIVISON	POLICE OFFICER I - COPS GRANT	11/20/2015

SEPARATIONS – City Resident 9/1/2015 – 11/30/2015

NAME	DEPARTMENT	TITLE	TERMINATION DATE
DENNIS, VONTRICE CHAQUINTA	POLICE DIVISON	POLICE OFFICER III - COPS GRAN	9/11/2015
BOODOO, NATASHA LATRICE	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	9/18/2015
GOMEZ, STEVEN	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	9/25/2015
JOHNSON, BOBBIE ANN	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	10/9/2015
HAUGHTON, TICHINA EBONY	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	10/16/2015
SCOTT, DORINDA	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	10/20/2015
AVANT, MARVIN	PUBLIC WORKS-STREETS DIVISION	PUBLIC SERVICE SUPERVISOR	10/19/2015
ROBINSON, BARBARA A	SCHOOL CROSSING GUARD	SCHOOL CROSSING GUARD	10/29/2015
WEEMS, PAULETTE LOUISE	POLICE DIVISON	EXECUTIVE SECRETARY	11/6/2015
RANDOLPH, ANDREA VENESE	PARKS RECREATION DIVISION	RECREATION AIDE	11/15/2015

III. INTERNSHIP PROGRAM STATISTICS

The HR Department posted a continuous Recruitment Notice for Student Interns and has received several responses.

IV. RISK and LIABILITY STATISTICS

Workers Compensation:

The City has a total of (40) open Workers’ Compensation claims.

General Liability:

The City has a total of (61) open Property and Casualty and General Liability claims.

Other:

HR is assessing citywide Employee Safety Training needs. Maintenance and Traffic (MOT) Training was held September and October 2015. Workers Compensation reporting and safety training was held on September 22, 2015.

V. ORGANIZATIONAL DEVELOPMENT AND TRAINING

Succession Planning

HR has begun to assess and identify employee course designs for the City’s Career and Professional Development and Management Fast-Track components of the Succession Plan.

**Training and
Development**

HR continues to assess the City’s employee, departmental and organizational training and development needs.

**VI. HUMAN RESOURCES
DEPARTMENT STAFFING**

The Human Resources Department is operating with reduced staffing levels due to the elimination of the Benefits Coordinator position.

**VII. HUMAN RESOURCES DEPARTMENT – PROCESS
IMPROVEMENTS/STAFF DEVELOPMENT**

HR Staff Development

HR staff is currently being cross trained in the various job classifications within the Department.

The following employees have attended workshops/seminars during the quarter:

Julette Burton G400 Intermediate Incident Command System training for expanding incidents.

Melissa Negrón G400 Intermediate Incident Command System training for expanding incidents.

**Charisse Moore So. FL Diversity Council: Ensuring Diversity in the High Potential and Emerging Talent Pools.
Physicians Health Center: Return to Work Seminar.
Walton, Lantaff Law Firm: Risk Management Seminar.**

Sandra Ruiz So. FL Diversity Council: Ensuring Diversity in the High Potential and Emerging Talent Pools

Nikki Crawford-McNabb So. FL Diversity Council: Ensuring Diversity in the High Potential and Emerging Talent Pools

**Linda Bass G400 Intermediate Incident Command System training for expanding incidents.
Prima: Risk Management Conference.
Physicians Health Center: Return to Work Seminar
Walton, Lantaff Law Firm: Risk Management Seminar.**

Human Resources Information System (HRIS)

All HR employees have been trained in Laserfiche.

VIII. EMPLOYEE/LABOR RELATIONS

Contract negotiations between the PBA and CMG were unsuccessful. Impasse has been declared. A hearing before the Special Magistrate is to be scheduled in 2016.

IX. SPECIAL PROJECTS

Scan all Employee files into Laserfiche.

Information Technology

IT Dept Overview

This Status report covers the activities of the Information Technology Department for the period from September through November. It is organized into the following areas:

- **Significant Accomplishments**
- **Projects and Project Status**
- **Significant Issues**
- **Travel Activity and Training**

Accomplishments from Month:

- **Significant Accomplishments**
 - Moved Data center from old PD to new PD in less than 48 hours
 - Moved Setup and established new connections for COBAN in-car video system to include Access Points and Server
 - Moved and set up IRecord system
 - Set up new phone system, established connections to old PD, Parks, PW and CH and moved and set up new services for over 200 phones.
 - Shutdown, moved, re-installed and re-established connection and connectivity of all Police Department servers
 - Set PD up on their own internet connection with more bandwidth
 - Setup over 20 new Access Profiles and programmed new cards for almost 300 users in PD
 - Moved various circuits to include, extremely secure and sensitive circuits in a timely manner with no hitches or issues.
 - Re-established communications under new circuits for access to all patrol vehicles allowing them to connect to PD via MIFI.
 - Setup over 150 stations
 - Cabled connections for over 300 devices.
 - Programmed Gateway for the new PD

- Converted or Retired ALL 2003 City Hall servers
- Monitored semi-annual fire suppression test in CH-MDF
- Migrated all user PCs in CH from 32-bit to 64-bit OS
- Installed servers into new PD
- Created new badge templates for the new PD

- Installed new wireless access points in the new PD. New wireless bandwidth is 30X more than the wireless access at the old PD.
- Replaced Code Enforcement monitors and Laptops for the Code Officers

- Setup computers for HR testing lab

- Configured switches and routers for the new PD

- Installed new UPS backup for new PD in every IDF and connected the UPS in the MDF so that it can be monitored.

- Upgraded software for ManagerPlus Server,
- Updated Kaspersky to version 10.2.2.10535

- Installation of 2 AT&T circuits in the new PD

- Working with Boss support to customize Boss software for installation
- Prepared machine for postal use for the City.
- Cleaned active directory to reflect organizational structure
- Configured new replacement printers for Public Works and Community Development

- Participated on Bids and Panels for Police Department ALPR

- Participated on Panel for selection of Auditing Organization to help Finance

- Participated in helping Procurement with their selection of vendor and cloud solution for bids

- Participated on various other Bids and Proposal Panels.

- Projects and Project Status
 - Reimaging out of warranty laptops

- Setting up Communications' Radios with Cooper General
 - Setting up all computers, monitors and stations for all agents in Communications
 - Ensuring proper cabling and connections for recording for Communications in PD
 - SharePoint redesign -92 % complete.
 - Created new access credentials for new PD ID profiles
 - Electronic Plan Review (ongoing)
 - Windows 10 Research/Testing/Deployment (ongoing)
 - Coordinating phase 2 of new PD move (ongoing)
 - Deployed Adobe Reader, Flash Player, Shockwave, Java, Mozilla Firefox via Group Policy
 - Update Active Directory (ongoing)
 - Organized and labeled wires in PD MDF and IDF
 - Upgraded antivirus software
 - Creating a new ID badge template (Retire) for PD (ongoing)
 - Installing area specific device implementation (ongoing)
 - Organized and configured group policies based on Microsoft Baseline Security Analyzer
 - Interchanged City Council and Clerk personnel workstations
 - Working with Councilman Ighodaro and staff on Internet Radio Project
 - Working with the Vice-Mayor and team on the Miami Gardens 5K
- **Significant Issues**
- PD doors were mislabeled by vendor which had to be renamed for access
 - Some PD doors are not closing all the way
 - Identified power and network issues at BTFRC Computer lab.
 - Resolved server issue in new PD

- **Travel Activity and Training**
 - Tom attended a brief fire suppression system training in PD-MDF
 - IT dept. providing training classes for Microsoft Lync, SharePoint, and Outlook
 - Ron attended FLGSIA strategic planning seminar.
 - Renata attended Crystal Report training
 - Ron attended PMI Conference in Orlando
 - Mario attended security training from Varonis and Barracuda.
 - Felix was briefly trained on the new PD ATCI door system.
 - Ron and Renata attended Quarterly FLGISA Meeting

Park & Recreation Department

The following data is representative for the month of September through November 2015

Recreation Division

Activity	Frequency	Enrolled	Comments
Shining Stars After School Program	Monday – Friday	87	Operates at seven (3) locations *Previously 4 locations however Miami Carol City Park no longer a after School Program
KDO (Kids Day Off) *occurs when kids are out of school		73	

Revenue Collected from Facility Rentals	
A.J. King Park	\$960.00
Bennett Lifter	\$1,000.00
Buccaneer Park	\$160.00
Cloverleaf Park	\$2,515.00
Dr. Lester Brown	\$210.00
Myrtle Groove	\$446.00
Miami Carol City Park	\$264.00
Norwood Park	\$124.00
Rolling Oaks	\$1,291.00
Total Revenue	\$6,970.00

Revenue Collected from Athletics	
Youth Sports Program – Basketball <small>*based on Net Revenue Report by Account Name through Active Net (CMGYS Basketball)</small>	<u>\$1,920.00</u>

Partnerships
Betty T. Ferguson Recreation Complex
Programs/ Activities

CMG Programs at BTFRC	Revenue
Learn to Swim / Parent and Child Swimming	\$5,380.00
Youth Drum Line	\$1,800.00
Martial Arts	\$10,580.00
Senior Program	Revenue
Gold	\$175.00
Silver	\$0.00
Bronze	\$150.00
Senior Drop-In	\$0.00
Aquatics	Revenue
Senior	\$10.00
Youth	\$600.00
Adult	\$300.00
Gymnasium	Revenue
Daily Drop-Ins	\$835.00
Fitness	Revenue
Daily Drop-In	\$145.00
Total Revenue	
Memberships (includes Fitness Center & Classes, Gymnasium and Aquatics)	
Memberships (total)	289
	\$11,505.00
Grand Total Revenue	\$40,370.00

Highlights

- The annual Halloween event took place at Rolling Oaks Park October 30th from 4:00pm - 9:00pm. Event was free and opened to the public. The event featured a haunted house, candy

bags, popcorn, and family carnival activities. The entry fee was a nonperishable food items for our Thanksgiving food drive!

- Youth Co-ed Basketball will be for 7 weeks: the season begins November 1st - December 20, 2015 (with two weeks off during the Christmas break with a new season starting January 8th)
- The Fundamentals of Volleyball is a 6 week training program from November 21, 2015 - January 02, 2016, for ages 8 to 17 years old will be held at Betty T.
- City of Miami Gardens Parks and Recreation Presents – Flag Football starts December 3, 2015 – January 28, 2015 from ages 5-16, this will take place on Thursday (6pm - 9pm) and Saturday (9am-1pm)

Recreation Events

- November 2015 through May 2016 - Senior Athletic Games (championships will take place in the May 2016) and will be held at various parks throughout the City of Miami Gardens. The following events will be held: Basketball, Horseshoes, Volleyball, Swimming, Bowling, Badminton, Shuffleboard, Table Tennis, Race Walk, and Track & Field.
- Winter Wonderland Camp (ages 5-12) – December 21st -23rd and the 28th – 31st from 7:30 AM – 6:00 PM
- Shining Stars After School Program – Ages 5-12 at Scott Park, Rolling Oaks, and Norwood. \$30.00 a week for the first child and \$25 for the second (\$10.00 Transportation Fee)
- Weekend Art Program (ages 7-15) – Eight week Visual Arts Class. The weekend visual arts program offers a unique creative environment. Students will learn to cultivate and treasure imaginative projects to enhance their critical thinking and social skills.
- Saturday, December 5th - Join Councilwoman Lisa C. Davis for the 4th Annual Gifts of Love Giveaway on December 5, 2015 at Clover Leaf Park. This event will now take place from 12 - 3pm.
- 5th Annual Science & Engineering Fair Tuesday, December 8, 2015 at the Betty T. Ferguson Recreation Complex (GYM)
- Recreational on wheels is an adventurous initiative that engages children and families to become active in their communities through social games, fitness competitions, free play, crafts and more. This program allows people of all ages to enjoy laughter while interacting with their neighbors and engaging in activities that are healthy mentally and physically. These events will rove throughout City parks on a rotating schedule.

Parks Maintenance

Scott Park, Norwood Park, and Rolling Oaks have recently had trees trimmed as well as the mowing of the lawns on a continuous rotation at all City of Miami Gardens Parks. The basketball courts recently have been pressure washed to keep the courts in good standings. Other park maintenance initiative will take place to ensure that the City's parks are being maintained on a consistent basis.

Police Department

This report details the current staffing of the Department and a breakdown of statistics and/or events in each Division during the period of June 1, 2015 through August 14, 2015.

Police Department Staff

TOTAL BUDGETED POSITIONS: 274-**10 frozen**

TOTAL HIRED TO DATE: 261- **3 unfilled**

- 0 Chief
- 2 Assistant Chiefs
- 4 Majors
- 7 Captains
- 27 Sergeants
- 171 Police Officers-**11 COPS Grant vacancies FY15/16**
- 4 Community Service Aides
- 1 Traffic Assistant
- 15 Telecommunications Operators
- 2 Telecommunications Supervisors
- 1 Telecommunications Manager
- 1 Records Supervisor
- 4 Records Clerks
- 1 Executive Secretary
- 4 Administrative Assistants
- 2 Property Control Officers
- 1 Custodian
- 1 Crime Analyst Supervisor
- 1 Crime Analyst
- 1 Court Liaison/Off Duty Coordinator
- 2 Administrative Analysts
- 1 Management Analyst
- 1 Investigative Assistant
- 1 Crime Scene Supervisor
- 5 Crime Scene Technicians
- 1 Victim Advocate

The quarterly activity for the Operations/Special Operations Bureau from June 1, 2015 through August 14, 2015 is as follows:

Arrests:

- Felony 132
- Misdemeanor 272
- Traffic 365
- DUI 1
- Warrant 89

Total Arrest 859

Seizures/Apprehensions:

- Firearms Seized 12
- Marijuana Seized 252 Grams
- Cocaine Seized 20 Grams
- Search Warrants 1
- Federal Indictments 2

Citations:

- Moving 681
- Non-Moving 862
- Parking 30

Total 1573

Field Interview Cards 157

Total Calls responded to 14515

Reports Written 3546

Traffic Crashes 650

Traffic Stops 1154

Red Light Tickets 7459

The quarterly activity for the Support Services Division from June 1, 2015 through August 14, 2015 is as follows:

Property and Evidence, Number of property items processed:

492	- Property Receipts Processed
28	- Property Receipts Rejected
59	- Property Released
68	- Property Out to Lab
200	- Property to be Disposed
11	- Lab Runs to MDPD
\$3,661	- Cash Impounded
55	- Firearms Impounded *not counting CSI direct delivered to lab.

Number of reports processed and number of requests made at window for records:

Reports Processed 6,951/ Walkup Requests at Window 3,004/ Mail Logged In 1,723/ Fingerprints 51/ Background Checks 279/ Total Revenue Collected \$550,753.

Number of calls received by dispatch:

CAD Calls = 21,789 / FCIC Entries = 384 / Overtime Hours = 1,153

Court Liaison and Off-Duty

91 subpoenas stamped and placed in the officers' mailboxes.
3,741 off duty slips processed and entered into Eden for payroll processing
25 off duty vendor requests processed

The quarterly activity for the Investigations Division from June 1, 2015 through August 14, 2015 is as follows:

Arrests – Total: 103

Felonies– 68
Misdemeanor– 35
Field Interview Cards– 0
Pawn Shop Inspections –103
Pawn Slips/Subject Checks– 4,732
Value of Property Recovered by Pawn Unit- \$3,200
Value of Property Seized by Other Units- \$493,000
Arrest Warrants Served– 2
Sexual Predator Checks– 217

Total Cases Assigned: 1,018 Closed: 289 Clearance Rate: 28.38%

Scenes Processed by Crime Scene Investigations Unit: 241

School Crossing

Tasks Completed:

- **09/14/2015-** Inter-Departmental Meeting
- **09/28/2015-** Inter-Departmental Meeting
- **10/10/2015-** Celebrate Safe Community Event (Child IDs)
- **10/26/2015-** Inter-Departmental Meeting
- **10/30/2015-** Surcharge Report Submitted (Miami-Dade County)
- **11/12/2015-** Inter-Departmental Meeting
- **11/13/2015-** Relocation to the new PD
- **11/25/2015-** Meeting w/ SCGs

Meetings Attended:

- **09/14/2015-** Inter-Departmental Meeting
- **09/28/2015-** Inter-Departmental Meeting
- **10/01/2015-** Meeting w/ Major Hughes/Sgt. Bamford
- **10/26/2015-** Inter-Departmental Meeting

- **11/12/2015**- Inter-Departmental Meeting
- **11/25/2015**- Meeting w/ SCGs

Meetings and Task Scheduled:

- **09/14/2015**- Inter-Departmental Meeting
- **09/28/2015**- Inter-Departmental Meeting
- **10/01/2015**- Meeting with Major Hughes/Sgt. Bamford
- **10/10/2015**- Celebrate Safe Community Event
- **10/26/2015**- Inter-Departmental Meeting
- **11/12/2015**- Inter-Departmental Meeting
- **11/13/2015**- Relocation to the new PD
- **11/17/2015**- CTST Meeting
- **11/17/2015**- NE CTST Bike/Ped Educational Event
- **11/25/2015**- Meeting w/ SCGs

Misc.:

- **10/07/2015**- International Walk to School Day

Employee Incident Reports:

- **Total: 2**

Terminations: 1 Resignations: 6 New Hires: 0

Procurement

I. Purchasing Department Growth Plan

- Developed and established the **Voluntary Price Reduction Policy**. This policy will be a **cost savings** policy implemented by procurement. Cost savings will be documented.
- Developed and established Policies and Procedures for the City's Business and Resident Economic Plan (CMG – BREP).
- Developed website sign-in page with CareerSource for the City of Miami Gardens Business and Resident Economic Plan. Vendors will be able to register with CareerSource and actively post available job positions and hire residents from the City of Miami Gardens.
- New Technology Bid Sync is being added to the city's procurement page. Local and out-of-state vendors will be able to register as a vendor with the City and receive automatic alerts when solicitation is advertised.
- Enhance vendor registration with Bid Sync.
- Bid Sync will improve electronic vendor registration database. (live and readily available data)

- Planning the City's first "How To do Business with the City of Miami Gardens workshop.
- Hired Procurement Officer
- Developed and implementation of the Purchasing P- Card Policy

II. Solicited and Evaluated Bids, Facilitated Pre-bids and Evaluation Committee Meetings for the following:

- Seven (7) Invitation To Bid in the past 3 months
- Seven (7) Request For Proposals/Qualifications solicitation in the in the past 3 months, Two (2) of which are Step 2 GOB Projects with an estimated value of \$5 million dollars
- Five (5) Request For Quote
- One (2) Piggybacks
- Three (3) Agreements

III. Continuous Process for Improvement & Best utilization of Technology

- Established the Procurement Departments Contracts list which will be posted to the city's procurement website.
- Established the Procurement department vendors list.
- Developed and improve the Purchasing Department solicitation template. (Request For Proposals

IV. Issued Increase Customer Service (internal & external)

- (141) One Hundred and Forty-one - Purchase Orders/Change Orders approved and issued to date since the last quarterly report.
- City Hall Municipal Complex (ODP) & contract administration.
 - Finalizing ODP schedule for contract fulfillment
 - File maintenance, invoice processing and tax savings for the construction of the Police Department and City Hall.

V. Current Ongoing Projects

- Solicited General Obligation Bond Projects (please see below for Selection/Evaluation Committee Dates)

- 12/22/2015 - RFP 15-16-008 Bunche Pool Step 2 (GOB)
 - 01/19/2016 - RFP 15-16-014 Buccaneer Park Improvements Step 2 (GOB)
 - Additional Solicited Request for Proposal/Qualifications
 - 11/16/2015 - RFQ 15-16-003 Betty T. Ferguson Recreational Step 1
 - 12/04/2015 - RFP 15-16-007 Recreation Management System
 - 12/07/2015 - RFP 15-16-005 Bus Transportation Services
 - 01/2016 - RFP 15-16-002 Janitorial Services for Various Locations
 - 02/2016 - RFP 15-16-009 Bus Shelter Advertising
 - City of Miami Gardens Small Business Vendor Outreach Seminars and Workshops.
 - Development of the vendor registration with CareerSource for the CMG – BREP Program.
 - Tracking and monitoring how many residents are hired through the CMG-BREP program.
 - City Staff training
 - Revamping and restructuring Purchasing Department’s website.
 - Purchasing Department Newsletter
 - Planning the first Purchasing Department one day retreat with staff which, will include the Purchasing Department:
 - Strategic Planning
 - Process improvement
 - Innovation Planning
 - Continue to maintain Fixed Assets (ongoing).
 - Continue to order and assist with auditing fuel card program.
 - Continue to train and assist City staff on Eden software.
 - Improving vendor customer service and on-line vendor registration Bids & Quotes – bid vendors (ongoing).
 - Continue to add current contracts to Procurement Web Page.
 - Continue to audit P-Card program.
- Continue to work on City Hall Municipal Complex (ODP) & contract

Public Works

1. The tree maintenance staff continues the maintenance regimen. New work orders are being entered into the system each day. It's a constant task. We work hard maintaining and creating our canopy throughout the City.
2. The tree maintenance staff continues the regimen. Hurricane season has technically ended, and we fared very well this year. Without having any storms there were no trees loss.
3. Our construction team continues to repair sidewalks and roadways in accordance to issued work orders. Our main focus are tripping hazards.
4. The canal cleaning crew continues to maintain the waterways and embankments. Removing debris from our canals and shorelines.
5. The Storm water crews have maintained the storm sewers throughout the City, preventing unnecessary flooding.
6. We have manually entered and have taken pictures of each individual bus shelters throughout the city using the ARC Collector app tracking system to track bus shelters maintenance and installation dates; we are at 95% completion. A new blanket purchase order has been submitted to fully complete the inventory.
7. Our grounds crew continues to maintain the newly installed trash cans and bus benches by way of trash removal. Additionally, our grounds crew continues to maintain the existing trash cans by removing trash daily throughout the City.
8. Our construction team continues to repair sidewalks and roadways in accordance to issued work orders. Our main focus are tripping hazards.
9. The canal cleaning crew continues to maintain the waterways, removing debris from our canals and shorelines.
10. Landscape crews are assigned to particular areas of maintenance. Each crew has the responsibility of manicuring his particular area on a cycle. This cycle and assigned areas allow the crews to cover the entire City within a period of time.
11. This is the Christmas season and displays can be observed on the north end of 27th Avenue and County Line Road. Holiday banners will also flank the route of 27th Avenue from Northwest 151st Street to County Line Road.
12. On September 1, 2015, the Director met with the Bunche Park and Norwood Park/Pool Improvement Selection Committee for the evaluation of the design-build firms.

13. On September 2, 2015 the Public Works Assistant Director was invited and participated in the Unitea community meeting at Bennett Lifter Park. The event is organized by Councilman Dr. Erhabor Ighodaro. At the meeting, the public was updated on various Public Works ongoing initiatives.
14. On September 3, 2015 the Public Works Assistant Director attended the City of Miami Gardens Public/Private Development Roundtable (PPDR).
15. On September 8, 2015, the Director attended the Transportation Planning Council the County Building to review transportation projects and other items for discussion.
16. On September 9 and September 11, 2015 the Public Works Assistant Director was invited and participated in the interview panel to hire a Procurement Officer for the Procurement department (second round of interviews).
17. On September 10, 2015, the Director and Assistant Director attended the American Public Works Association Board Meeting – Local Branch.
18. On September 11, 2015 the Public Works Assistant Director was invited and participated in the Evaluation Committee meeting for RFQ No. 14-15-038 - Risco Park Step 1. The committee shortlisted design-build teams based on their qualifications and past experience with similar projects.
19. On September 15, 2015, staff attended the Social Media Liability Training.
20. On September 16, 2015 the Public Works Director and Assistant Director representing the board of directors for the American Public Works Association (APWA) South Florida Branch presented an award to their past branch president. The award was presented at the City of Margate Council meeting.
21. On September 17, 2015, all the staff attended the Wellness Fair at Betty T. Ferguson Community Center.
22. On September 21, 2015 the Public Works Assistant Director and the IT Director participated in a public works asset management software webinar. The webinar provided information on a current asset management software that is used effectively by other municipalities to track public works work orders.
23. On September 22, 2015, staff attended the Work Safety Seminar/Workers' Compensation Training.
24. On September 25, 2015, the Director coordinated the installation of traffic counting equipment with the County and our Police Department. This is part of the process to install the traffic signal at NW 199 Street and the Turnpike ramp road next to Sunlife Stadium.
25. On September 29, 2015, the Director and staff met with FDOT to go over the 60% plan transmittal for the intersection improvement on NW 199 Street and NW 2

Avenue (441). The Engineering Division in the Building Department will review and permit the project once the 100% plans are completed.

26. On September 29, 2015 the Public Works Director, Assistant Director, and the City's Civil Engineer participated in the Florida Department of Transportation (FDOT) 60% design review meeting for NW 199 Street and NW 2 Avenue Intersection Safety Improvements.
27. On September 30, 2015 the Public Works Assistant Director attended the Transportation Planning Technical Advisory Committee (TPTAC) and Transportation Improvement Program (TIP) Development Committee. The topics presented were the FDOT and Florida's Turnpike Enterprise (FTE) tentative five (5) year transportation work program.
28. On October 2-3, 2015, the Director attended the American Public Works Association State Meeting which he is the State Representative for South Florida.
29. On October 14, 2015, staff attended the Active Shooter Training by the Police Department.
30. On October 15, 2015 the Public Works Assistant Director attended the Selection Committee Kick-Off Meeting for RFP-00201 for Transit Oriented Development at NW 215 Street and NW 27 Avenue. Miami-Dade County solicited proposals from qualified developers for the Development, operation, and maintenance of approximately 13.98 acres at the aforementioned location. The Development must include a transit hub, entertainment driven uses, including, but not limited to, hotels, theaters, cultural centers, indoor recreation facilities, establishments which permit the sale of alcoholic beverages, indoor and outdoor dining and commercial activities, with the purpose of attracting customers and visitors from local, regional, national, and international areas.
31. On October 22, 2015, the Director and Assistant Director attended the Hispanic Heritage Celebration at City Hall.
32. On October 22, 2015, met with Councilman William to coordinate the cleaning of debris and pruning of trees/palms at Parkview School to prepare for the grand opening.
33. On October 29, 2015, staff attended the County's Public Works and Waste Management Quarterly Meeting in Doral.
34. On October 30, 2015, assisted in the development of the Recycling Video Taping at Rolling Oakes Park.
35. On November 5, 2015, the Director and Assistant Director attended the Procurement Reverse Show in Coral Springs to meet vendors.

36. On November 5, 2015, the Director and Assistant Director together with the Procurement department attended the 18th Annual Reverse Tradeshow. This event provides an opportunity for vendors to offer their services to the various governmental agencies attending the event.
37. On November 5, 2015, the Public Works Director and Assistant Director attended the American Public Works Association (APWA) South Florida branch Board of Directors Quarterly meeting.
38. On November 16, 2015, the Public Works Assistant Director was invited and participated in the Evaluation Committee meeting for RFQ No. 15-16-003 Betty T. Ferguson Recreational Complex Step 1. The committee shortlisted design-build teams based on their qualifications and past experience with similar projects.
39. On November 18, 2015, attended the I-95 Corridor Planning Study –Project Advisory Team Meeting #1. These meetings are to participate in specific project development and traffic forecasts. It covers from South Dixie on the south side to the Broward County Line.
40. On November 20, 2015, the Public Works Assistant Director attended the American Public Works Association (APWA) South Florida branch Quarterly Luncheon/Meeting.
41. On November 20, 2015, the Director along with Engineering met with the School Board on flooding problems in front of the new Miami Norland Senior Construction Project. The School Board will clean all the drainage around the school due to the mess that they have created and then they will have their engineering take a look on stormwater capacity along the flooding area. It was noted that the City does not have any funding available to do any construction or share in the cost since this project was not reviewed by Public Works to see the impact to the Right of Way.

Keep Miami Gardens Beautiful Quarterly Report September 2015 – November 2015

Keep America Beautiful (KAB) Annual

- The KAB annual report/ Cost-to-Benefit analysis has been completed and submitted.
- We have updated our logo; however we must make additional modifications to be in compliance with KAB's campaign.
- We have received the letter of "good standing".
- We will be attending annual conference in January of 2016

Beautification Awards

- Currently seeking board members. They need to be appointed by council. The target date for completion has been extended.

Community Beautification Grant

- The Community Beautification Grant is no longer available due to a lack of funds this fiscal year.

Landscape Maintenance

- City crews are currently maintaining all landscape areas throughout the city: fertilizing, mulching, weeding, adding pre-emergent, replacing sod and removing dead palms and shrubs. Staff has modified landscaping schedules to accommodate for the rainy season.
- The crews have been working diligently to keep up with the removal of weeds and mowing the medians. We are now approaching the dry season so things are expected to slow down a bit and allow the crews to catch up.
- There has been lots of rain. The crews have been working diligently to keep up with the removal of weeds and mowing the medians.
- We have been updating the tree inventory and assessing hazards in our canopy.
- In the coming weeks, sod and plants will be replaced. Mulching will also take place on the CITT funded roads.
- The crews have been replacing plants in medians all over the City. This plant replacement project will continue for the next few months.

Special Projects

- The crews have installed the holiday banners and decorations.
- The entrance sign decorations will be completed by the first week of December.

Community Planting 2015

- KMGB Coordinator continues to schedule canal and community plantings.

Tree Planting

- We are continuing our tree planting efforts. The Tree Canopy Study is helping us to identify what areas need trees and will also determine our canopy coverage.
- We have several street tree planting projects that have been completed recently and some currently in progress.

NW 11th Court from 191st Street- 192nd Street (Swales)-Completed
NW 32nd Avenue from 196th Lane to 199th Street (Swales) - Completed
NW 207th Street from 441-NE 2nd Avenue (Removal and Replacement) – Completed
1870 NW 187th Street- Completed
1411 NW 175th Terrace- (Removal and Replacement) –Completed
1720/1701 NW 191st Street-(Replacement) – Completed
NW 42nd Avenue/ 171st Street- 179th Street- Completed
NW 193rd Street/ 29th Avenue-(Replacement) – Completed
NW 7th Avenue/ 183rd Street-199th Street- Completed
NW 28th Court from NW 153rd Terrace to NW 154th Terrace- (Grant Funds)
NW 28th Place from NW 154th Terrace to NW 152nd Terrace (Grant Funds)
NW 197th Street/34th Avenue-37th Avenue - Completed

Forthcoming:

NW 441/NW188th Street

- Our Grants Administrator secured a \$20,000 grant from TD Bank for tree planting. Planting will take place on November 21, 2015. The tree care seminar was held on November 20, 2015. The community was happy to receive the trees. Residents from the neighborhood and volunteers from local community organizations came together to plant the trees. This project will be expanded to encompass other blocks in the neighborhood.

Anti-Litter campaign

- We have completed the revamping of SWAT-A-Litterbug program. An updated character has been revealed and we are ordering new marketing materials such as street banners, hats, t-shirts, and bags.

America Recycles Day 2015

We have a week of activities planned for America Recycles Day 2015. These activities will take place from 11/09/2015-11/13/2015. The week's activities will include:

- Get Caught Red Handed Day- CMG staff who are caught recycling will be recognized.
- Cell Phone Drive- Used cell phones will be collected and donated to victims of abuse.
- Recycled Art Show- Employees are encouraged to create artwork using recycled materials. There will be a grand prize winner.
- Lunch and Learn- Waste Management and a representative from NDYC will speak about the benefits of recycling.
- Business Attire Donation- Staff is encouraged to donate their unwanted business attire. Nationwide apparel will dry clean them and provide them to individuals who are interviewing for employment. NYDC will identify these individuals.

Trolley Program Quarterly Report September 2015 – November 2015

1. Trolley Program Manager continues to go to community meetings after hours., i.e. “Meet me Mondays”, “Uni’ Tea”, “Food Truck Invasion”, “Live Healthy Kick off”, etc...
2. The Trolley Manager sent Quarterly Compliance report to Miami Dade County.
3. The Trolley Program Manager continues to inspect all bus stop amenities throughout the city making sure they are up to standards and are safe for riders.
4. The Trolley Program Manager continues to respond and resolve all MDT complaints.
5. Sanchez Arrango Construction continues to implement repairs and replacement of our bus shelters and trash receptacles as contracted and requested by the Trolley Program Manager.
6. Our grounds crew continues to maintain the newly installed trash cans and bus benches by way of trash removal. Additionally, our grounds crew continues to maintain the existing trash cans by removing trash daily throughout the city.
7. The Trolley Program Manager continues to respond and resolve all MDT complaints.
8. On September 3rd, 2015, Quote #15-042 was announced
9. On September 4th, the first draft of the professional Miami Gardens map was received from QCA, Inc.
10. On September 11th, the Public Works Assistant Director provided the Office of the Citizens Transportation Trust with the total number of miles improved with PTP funds from Oct, 2001 through Sept 30, 2015; which is 2012-3.98 miles and 2013- 8.2 miles the following 2 years was given by development services.
11. The Trolley Manager attended the Work Safety Seminar training on Sept. 22.
12. On October 8th, the Trolley Manager modified and re-solicited ITB for bus shelter parts.
13. On October 13th, the Trolley manager coordinated with contractor and KMGB the installation of SWAT-a-liter-bug campaign signs.
14. On October 15th, the Trolley Manager met with QCA Inc. in a continuous effort to perfect the official Miami Gardens Express map.

15. On October 30th, the Trolley Manager submitted information to Thamara Labrouse, Program Director for Healthy Community Partnership related to a grant proposal.
16. On November 2nd, the Trolley Manager met with QCA Inc. to discuss design for postcard mailer to MG residents.
17. On November 2nd, trolley Manager sent Quarterly CITT report (Transit portion) to Miami Dade County.
18. On November 5th, the Trolley Manager submitted a requisition to A&R Executive to have official MG Express maps printed in bulk.
19. On November 13th, the re-bid closed for Bus Shelter Parts/Metal Post closed and we received 1 bid.
20. On November 16th, the Trolley Manager assisted the Civil Engineer with completion of the Municipal CITT 5-year certification.

FLEET DIVISION

QUARTERLY REPORT

September 2015 – November 2015

- **Vehicle Service Concerns being addressed by Fleet Management**
 - a) Tahoe poor engine performance, stall and idle surge – We continue to have poor engine performance after the new calibration was installed, city management advised (Ongoing).
 - b) September was a very busy and expensive month for vehicle repairs and collisions.
 - c) October is starting out very costly repairing older vehicles in service.
- **Vehicle Utilization / Budget**
 - a) The Fleet Department exceeded 460 repair budget
 - b) The Fleet Department is working within budget boundaries for repairs to the best of our abilities; with older units both repairs and refurbishing costs expose us to exceeding our budget. Please note that units that have collision damage that normally would be disposed of are being repaired so as not to deplete the fleet.
- **Documentation of all Fleet Transactions (Ongoing)**
 - a) Repairs are being entered in the data base, and vehicles are being tracked based upon the established preventative maintenance schedule
 - b) Fuel usage is being entered into the database reflecting both economy and total operating costs

- c) Reports are now available to reflect expenditures by repair category or department
- d) Units with low utilization are brought to respective management's attention to make sure they are rotated into service.
- e) Monthly reports are generated for PD command staff.
- **Fuel Usage (Ongoing)**
 - a) Fleet Staff are currently working with all vehicle user departments to address odometer entry concerns and advise drivers that they must only use the correct fuel card assigned to the vehicle
 - b) Monthly reports of fuel usage with concern identification provided to all Department Managers for concurrence.
 - c) Fuel invoices are being maintained electronically and master bill.
 - d) Fuel invoices are reviewed and billing errors are reported to Procurement for investigation and resolution.
 - e) Low utilization vehicles are being brought to the attention of department heads.
 - f) Employees are directed to procure fuel within city limits, purchases outside of city limits are brought to the attention of the respective department head.
- **Collision Repair (Ongoing)**
 - a) Continue to work closely with vendors, Risk Management, and user department to provide prompt collision repairs within departmental policy and procedures.
 - b) Fleet Service Rep. obtains estimates of crashed vehicles and provides to HR Risk for review and repair approval.
 - c) One vehicles insurance write-offs.
 - d) Two vehicles await appraisal.
- **Meeting/Events/Training**
 - a) Fleet Manager will be attending Florida Sheriff's Association Fleet Managers meeting in October
 - b) 10/4/15 – Fleet Staff Meeting
 - c) 10/7/15 - 10/15 – Fleet Manager attends FSA 2015 Fleet Conference
 - d) 10/20/15 – Fleet Dept. attended Lunch & Learn
 - e) 10/21/15 – Fleet Staff Meeting
 - f) 10/30/15 – Fleet Staff Meeting
 - g)
- **Warranty Repairs (Ongoing)**
 - a) Check service repair invoices against vehicle warranty to insure proper billing for services.
 - b) Credits received when billing discrepancies are found for overcharges and warranty covered items.
- **Vehicle Lot Checks/Inspections**
 - a) Fleet Manager and Fleet Rep walk the lots of PD, PW and City Hall Garage.
 - b) 10/27/15 Fleet vehicle inspections for Development Services Dept.

- **Surplus Disposal**
 - a) 1 collision vehicle for insurance recovery (PD hold at this time)
 - b) 1 unit with extensive collision damage posted for sale, sold for \$13,400.
 - c) 1 unit awaiting insurance company pick up
 - d) 1 unit with extensive damage awaiting an appraisal.
- **Other Ongoing Fleet Items**
 - a) Fleet is working with PD to bring all marked units in compliance with Directive 2015-006.
 - b) Fleet Administrator work with PD Legal to coordinate transfer of ownership of forfeiture vehicle for surplus
 - c) Fleet Administrator work on obtaining remaining invoices to close out FY15 Budget year
 - d) Fleet Administrator continues to work with Procurement & Finance to review upcoming contracts for renewal and financial limits.
 - e) Fleet Manager & Admin continue review of department's current and future budget.
 - f) Fleet Administrator update department financial reports and budget presentation
 - g) Fleet Administrator process invoices from vendors regarding parts, service, and maintenance repairs on vehicles and equipment.
 - h) Fleet Administrator prepares requisitions necessary to purchase parts, accessories, maintenance and services and monitor purchase orders.
 - i) Fleet Administrator schedules car wash detail appointments and window tinting services for various departments.
 - j) Fleet Staff responds to multiple service calls for Police, Public Works, Parks and Recreation, School Crossing Guards, IT, Mayor's Office and Development Services addressing their concerns.

Month	Work order Volume	Repair Expenses 460	Fuel Costs 640
Sep	195	\$94,000	\$60,000
Oct	143	\$49,500	\$57,157
Nov	145	\$51,000	\$56,611
Total	483	\$194,500	\$17,376.80
Monthly average	144	\$50,250	\$56,884
Tracking	1728	\$603,000	\$682,608
Annual Budget*	n/a	\$670,000	\$907,200
Tracking as % of Budget	Budget	99%	85%

Performance Indicators

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	Performance Indicators	Dept.	Totals 2014/15	Sept.	Oct.	Nov.										Year to Date Totals
2																
3	# of complaints received by Phone and Walk-ins	Admin.	967	95	90	99										284
4	Amount of Grants Received	Admin.	\$35,000.00	\$0.00	\$0.00	\$0.00										\$0.00
5																
6	# of special projects completed	Admin.	1	0	0											0
7	# of work orders submitted	Admin.	254	15	15	25										55
8	# of work orders completed	Admin.	273	28	20	13										61
9																
10	# of miles street paved	Streets	50	5	5	5										15
11	# of potholes repaired	Streets	92	7	12	8										27
12	# feet of sidewalks repaired	Streets	5501	305	1300	1100										2705
13	# of sidewalks placed	Streets	1543	110	145	257										512
14	# of tree planted	KMGB	124	10	4	52										66
15	# of gals water used in landscaping (X 1000)	KMGB	43037	4,628	3,749	3,648										12,025
16	# of acres of irrigated swales insp./maint.	Landscp	272.38	24.66	28.15	17.88										70.69
17	# of acres of NON irrigated swales insp./maint	Landscp	154.97	15.47	17.75	15.64										48.86
18	# of trash bags collected by the Department of Corrections and Adopt A R	KMGB	6607	642	492	502										1636
19																
20	# of miles picked up by the Department of Corrections	KMGB	2839	331	209	220										760
21	# of Roads Adopted	KMGB	11	2	0	0										2
22	# of miles cleaned by Adopt-A-Road	KMGB	64	10	4	8										22
23	#of Volunteer Hours	KMGB	3117	200	80	368										648
24																
25	# of Riders per Month	CITT	14258	4367	6362	4992										15721
26	Percentage of Punctuality in Bus Stop arrivals	CITT	3.96	99%	99%	99%										2.97
27																
28	Note: The yellow highlighted areas are NPDES Requirements that must be prioritized and completed monthly in order to meet the State Requirements															
29	The red highted items for the trolley started in June 2015 - not a true number for the whole fiscal year (FY2015)															
30																
31																
32	Performance Indicators	Dept.	Totals 2014/2015	Sept.	Oct.	Nov.										Year to Date Totals
33	# of acres of canal banks and flats inspected and maintained	SWU	44	4	4	4										12
34	# Catch Basins Inspected/Cleaned	SWU	739	39	71	68										178
35	Linear of ft of connecting pipe cleaned and inspected	SWU	33,091	1,535	2,889	932										5,356
36	# Miles of Canal Inspected/Cleaned	SWU	243	22	35	22										79
37	# of culverts cleaned, inspected, or maintained		42	4	4	4										12
38	# Miles of Street Cleaned	SWU	1,810	201	191	145										537
39	Volume of street sweepings collected by weight (cubic yards)	SWU	885	70	80	89										239
40	# of Manholes Cleaned and Inspected	SWU	713	81	93	75										249
41	# of miles of water-based litter control Inspection and Maintenance	SWU	248	22	22	22										66
42	#s of major outfalls insp./maint.	SWU	22	2	2	2										6
43																
44	Note: The highlighted areas are NPDES Requirements that must be prioritized and completed monthly in order to meet the State Requirements															
45																