



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: January 13, 2016
18605 NW 27th Avenue
Miami Gardens, Florida 33056
Next Regular Meeting Date: January 27, 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 – December 9, 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 – Center for Family and Child Enrichment
 - F-2) Councilman Ighodaro – Special Presentation
- (G) PUBLIC COMMENTS (2 minutes each)**

(H) ORDINANCE(S) FOR FIRST READING:

H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE AMENDMENT OF THE CITY'S TAXABLE LAND ACQUISITION REVENUE BOND, SERIES 2009B; APPROVING THE EXECUTION OF A BOND MODIFICATION AGREEMENT; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

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

None

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

None

(K) CONSENT AGENDA:

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, INSTRUCTING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO IMPLEMENT CPR TRAINING CLASSES AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX WITH THE AUTHORITY TO ENTER INTO PARTNERSHIPS FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2015-158-2355, WHICH SUPPORTED THE 7TH ANNUAL OPERATION STAND AGAINST VIOLENCE IT'S OUR RESPONSIBILITY (S.A.V.I.O.R.) TO BE HELD AT BUNCHE PARK; AUTHORIZING A SPONSORSHIP IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2000.00); FROM THE SPECIAL EVENTS FUND FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)

K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING FEBRUARY AS

BLACK HISTORY MONTH; AUTHORIZING THE 4TH ANNUAL BLACK HISTORY EXTRAVAGANZA, TO BE ENTITLED “AFRICA TO AMERICA THE HISTORY OF AFRICAN AMERICANS IN ART, CULTURE AND COMMERCE”; AUTHORIZING AN ESSAY CONTEST, A RITES OF PASSAGE CEREMONY, AN ANKARA FASHION SHOW AND A BUSINESS EXPO; AUTHORIZING AN EXPENDITURE OF ONE THOUSAND DOLLARS (\$1,000.00) FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (COUNCILMAN ERHABOR IGHODARO)

- K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING RAISING AWARENESS ABOUT CERVICAL CANCER DURING THE MONTH OF JANUARY, NATIONAL CERVICAL HEALTH AWARENESS MONTH; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)**
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE PINE ROCKLAND AND THE MIAMI TIGER BEETLE AND ENCOURAGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO DESIGNATE THE MIAMI TIGER BEETLE AS A THREATENED SPECIES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)**
- K-6) 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 TRANSPORTATION, FOR THE ACCEPTANCE OF GRANT FUNDS, IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING A ONE TO ONE FUNDING MATCH OF IN-KIND OR MONETARY CONTRIBUTIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DECLARING TWELVE (12)**

FLEET VEHICLES TO BE SURPLUS; AUTHORIZING THE CITY MANAGER TO UTILIZE FISHER AUCTION COMPANY, INC., AND RENE BATES AUCTIONEERS, INC. FOR AUCTION SERVICES TO DISPOSE OF THE SURPLUS VEHICLES; 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, APPROVING THE MIAMI GARDENS' COMMISSION FOR WOMEN GIRLS AND WOMEN'S EMPOWERMENT SUMMIT EVENT; AUTHORIZING AN EXPENDITURE OF THREE HUNDRED FIFTY DOLLARS (\$350.00) FOR THIS PURPOSE; 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, APPROVING THE FINAL PLAT FOR THE "ISAIAH S. WILLIAMS, JR. DEVELOPMENT CENTER", SUBMITTED BY THE JPM CENTRE AT MIAMI GARDENS DRIVE, INC., FOR THE PROPERTY GENERALLY LOCATED EAST OF NW 42ND AVENUE AND NW 183RD STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- 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 OUTFRONT MEDIA FOR THE RELOCATION OF BILLBOARD SIGNS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-11) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES INC., FOR MAINTENANCE SUPPORT AND LICENSES FOR THE EDEN SOFTWARE PACKAGE IN THE AMOUNT NINETY-ONE THOUSAND, SEVEN HUNDRED SIXTY SIX DOLLARS AND SIX CENTS (\$91,766.06), FOR FISCAL YEAR**

2016; WAIVING THE COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(L) RESOLUTION(S)

None

QUASI-JUDICIAL ZONING HEARINGS:

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

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) (1st Reading – deferred from December 9, 2015)

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

N-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY 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) (1st Reading – December 9, 2015)

N-2) 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) (1st Reading – December 9, 2015)

- (O) RESOLUTION(S)/PUBLIC HEARING(S)**
- (P) REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK**
P-1) MGLPD 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:	January 13, 2016		Item Type:		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			<i>(Enter X in box)</i>	X		
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
			<i>(Enter X in box)</i>				
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
	General Fund					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>	No		Strategic Plan Priority Area:	Strategic Plan Objective/Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Cameron Benson, City Manager		Department:	<i>Office of the City Manager</i>			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE AMENDMENT OF THE CITY'S TAXABLE LAND ACQUISITION REVENUE BOND, SERIES 2009B; APPROVING THE EXECUTION OF A BOND MODIFICATION AGREEMENT; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In July 2009, under Ordinance Number 2009-19-191 Council approved the borrowing of \$8.8 million for the acquisition of economic development property located on the east side of NW 27 Ave and south of 191 street (Cornerstone property). The bond is to be matured on August 1, 2014 with a balloon payment. On July 23, 2014 an amendment was executed under Ordinance No. 2014-11-322 to extend the maturity to August 1, 2015. A second amendment was executed under Ordinance 2015-09-339 to

further extend the maturity to February 1, 2016. Currently, the City has a contract for the sale of the property.

Staff has performed a Request for Proposal to refinance this debt. The current outstanding amount is \$6,905,440.43. Bank of America has submitted a proposal and agrees to extend the maturity to February 2021. The extension requires quarterly principal payments of \$115,000 on February 1, 2016 and thereafter until August 1, 2020. The extension requires a final balloon payment in the amount of \$6,100,440.43 on February 1, 2021. The interest payment for each quarter will be at variable rate based on LIBOR plus 1.00%. LIBOR is a benchmark rate used by many of the world's leading banks for short-term loans. The 90 day LIBOR rate for this week is 0.59% and will be adjusted daily.

The City can payoff this loan at any time without prepayment penalty.

The bond counsel cost proposed by the bank is \$750.00 for this extension and the City will also incur \$750.00 for City's bond counsel to review the documents.

The other refinancing proposal that the City received is from Bank United. Bank United required a commitment fees as well as the interest rate are higher as the quote calls for LIBOR Rate plus 2.25%

Proposed Action:

That the City Council approve the attached Ordinance approving the Bond Modification Agreement with Bank of America.

Attachment:

Ordinance and Third Bond Modification Agreement.

ORDINANCE NO. 2016-__-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE AMENDMENT OF THE CITY'S TAXABLE LAND ACQUISITION REVENUE BOND, SERIES 2009B; APPROVING THE EXECUTION OF A BOND MODIFICATION AGREEMENT; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has issued its Taxable Land Acquisition Revenue Bond, Series 2009B (the "Bond") dated August 14, 2009;

WHEREAS, the Bond matures on February 1, 2016, and the City desires to extend the maturity of the Bond and the owner of the Bond, Bank of America, N.A. has agreed to extend the maturity as provided in the Third Bond Modification Agreement herein referenced;

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 Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. AUTHORIZATION: The City is authorized and directed to enter into the Third Bond Modification Agreement (the "Agreement") attached hereto as Exhibit A. The Mayor is authorized and directed to execute, and the City Clerk is directed to attest to the Mayor's signature on, the Agreement.

SECTION 3. CONFLICT: All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. EFFECTIVE DATE: This Ordinance will become effective immediately upon its final passage.

PASSED ON FIRST READING THE ___ DAY OF JANUARY, 2016.

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

OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

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

THIRD BOND MODIFICATION AGREEMENT

This Third Bond Modification Agreement is dated as of February 1, 2016 and is between City of Miami Gardens, Florida (the "City") and Bank of America, N.A. (the "Bank").

The maturity date of the City's Taxable Land Acquisition Revenue Bond, Series 2009B (the "Bond"), dated August 14, 2009, issued in the original principal amount of \$8,800,000.00, has been extended to February 1, 2016 pursuant to the Second Bond Modification Agreement dated August 1, 2015 (the "Second Modification Agreement"), and is hereby extended to February 1, 2021. On the date hereof and on each February 1, May 1, August 1 and November 1 hereafter the City will pay the Bank installments of principal on the Bond in the amount of \$115,000.00. The City will continue to pay interest on the Bond on the Interest Payment Dates provided for in the Bond. On February 1, 2021 the City will pay the Bank all outstanding principal of and accrued interest on the Bond.

The City will pay the Bank's attorney's fee of \$750.00 in connection with this Modification Agreement.

Except as expressly modified and amended by this Modification Agreement, the terms and conditions contained in the Bond, as amended by the Second Modification Agreement, shall remain unaffected and shall remain in full force and effect.

City of Miami Gardens, Florida

By: _____
Mayor

Attest:

By: _____
City Clerk

Bank of America, N.A.

By: _____
Name:
Title:



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:		1st Reading		2nd Reading
	X		<i>(Enter X in box)</i>				
			Public Hearing:		Yes	No	Yes
			<i>(Enter X in box)</i>				X
Funding Source:	General Fund		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
					X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:		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>		
Sponsor Name	Oliver Gilbert, Mayor		Department: Office of the Mayor		<i>Office of the Mayor & Council</i>		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, INSTRUCTING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO IMPLEMENT CPR TRAINING CLASSES AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX WITH THE AUTHORITY TO ENTER INTO PARTNERSHIPS FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Mayor Oliver Gilbert proposes free Cardiopulmonary Resucitation (CPR) classes at the Betty T. Ferguson Center. The City Manager will provide these services or enter into a partnership(s) with organizations to assist in implementing these services. This service is important to the Residents of the City to learn life saving techniques and to be prepared in case of an emergency.

Fiscal Impact

Unknown at this time.

Proposed Action:

Mayor Oliver Gilbert recommends that the City Council Adopt this resolution.

Attachment:

N/A

1 RESOLUTION NO. 2016_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, INSTRUCTING THE CITY
5 MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO
6 IMPLEMENT CPR TRAINING CLASSES AT THE BETTY T.
7 FERGUSON RECREATIONAL COMPLEX WITH THE
8 AUTHORITY TO ENTER INTO PARTNERSHIPS FOR THIS
9 PURPOSE; PROVIDING FOR THE ADOPTION OF
10 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
11

12 WHEREAS, it is important that the Residents of the City of Miami Gardens learn
13 life saving techniques and be prepared in case of an emergency, and

14 WHEREAS, Mayor Oliver Gilbert proposes that the City implement free
15 Cardiopulmonary Resuscitation (CPR) classes at the Betty T. Ferguson Recreational
16 Complex, and

17 WHEREAS, the City will provide these either services on its own or will enter into
18 a partnership with organizations to assist in implementing these services,

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

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

24 Section 2: INSTRUCTIONS TO THE CITY MANAGER: The City Manager is
25 hereby instructed to take any and all steps necessary to implement CPR training
26 classes at the Betty T. Ferguson Recreational Complex with the authority to enter into
27 partnerships for this purpose;

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

30 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
31 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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OLIVER GILBERT, III, MAYOR

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38 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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45 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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48 SPONSORED BY:

49

50 Moved by: _____

51

52 **VOTE:** _____

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

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

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

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

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

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

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

61



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		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
Funding Source:	Councilman Ighodaro Special Events Account in the amount of \$2,000.00		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: 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"/> Communications <input type="checkbox"/>		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A		
		X					
Sponsor Name	Erhabor Ighodaro, Council Member		Department:		<i>Office of the Mayor & Council</i>		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2015-158-2355, WHICH SUPPORTED THE 7TH ANNUAL OPERATION STAND AGAINST VIOLENCE IT'S OUR RESPONSIBILITY (S.A.V.I.O.R.) TO BE HELD AT BUNCHE PARK; AUTHORIZING A SPONSORSHIP IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2000.00); FROM THE SPECIAL EVENTS FUND FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Council adopted resolution 2015-158-2355 on October 14, 2015, to support the Stand Against Violence It's Our Responsibility (S.A.V.I.O.R.) scheduled on December 12, 2015 at Bunche Park in

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

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

The Mt. Zion African Methodist Episcopal (AME) Church, primary organizers of the 7th annual S.A.V.I.O.R. rally, has rescheduled the event to Saturday, January 30, 2016, with a march that commences at the corner of 152nd Street and NW 22nd Avenue, culminating at Bunche Park.

Councilman Ighodaro recommends resolution 2015-158-2355 be amended in support of the Operation S.A.V.I.O.R., as an amiable enterprise of civic engagement and an important component of the city's priority of Public Safety on the rescheduled date of January 30, 2016.

Fiscal Impact

Councilman Ighodaro is requesting funding for the event in the amount of \$2,000 to be allocated from Account No. 01-11-01-511-496-01, "Special Events Account" to be utilized on the rescheduled date of January 30, 2016.

After amending Resolution 2015-158-2355, Councilman Ighodaro Special Event's account has an available balance of \$3,000 which can be utilized for this event.

Proposed Action:

That the City Council amend Resolution 2015-158-2355 and to reflect the rescheduled date of the event to Saturday, January 30, 2016.

Attachment:

Attachment A: Resolution 2015-158-2355

1 RESOLUTION NO. 2016_____

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO.
5 2015-158-2355, WHICH SUPPORTED THE 7TH ANNUAL
6 OPERATION STAND AGAINST VIOLENCE IT'S OUR
7 RESPONSIBILITY (S.A.V.I.O.R.) TO BE HELD AT BUNCHE
8 PARK; AUTHORIZING A SPONSORSHIP IN THE AMOUNT OF
9 TWO THOUSAND DOLLARS (\$2000.00); FROM THE SPECIAL
10 EVENTS FUND FOR THIS PURPOSE; PROVIDING FOR THE
11 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
12 EFFECTIVE DATE.

13
14 WHEREAS, Operation Stand Against Violence It's Our Responsibility
15 (S.A.V.I.O.R.) began in 2009, as an attempt by Mt. Zion African Methodist Episcopal
16 (AME) Church to raise awareness of the need for citizens to assist local law
17 enforcement in reducing the incidences of crime and violence in the community, and

18 WHEREAS, the 7th annual S.A.V.I.O.R. March was originally scheduled for
19 Saturday, December 12, 2015, with a rally that commences at the corner of 152nd Street
20 and NW 22nd Avenue, culminating at Bunche Park, and

21 WHEREAS, Councilman Ighodaro recommends Resolution 2015-158-2355 be
22 amended and the City adopts a new Resolution changing the date of January 30, 2016,
23 and

24 WHEREAS, Councilman Ighodaro is requesting funding for the event in the
25 amount of Two Thousand Dollars (\$2000.00) to be allocated from the Special Event
26 Fund for this purpose,

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 amends Resolution No. 2015-158-2355 which supported the 7TH ANNUAL
34 Operation Stand Against Violence It's Our Responsibility (S.A.V.I.O.R.). In accordance
35 with the Resolution the City Council further authorizes a sponsorship in the amount of
36 Two Thousand Dollars (\$2000.00) from the Special Events Fund for this purpose.

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

39 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
40 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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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: COUNCILMAN ERHABOR IGHODARO

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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)

68

Councilman Rodney Harris _____ (Yes) _____ (No)

69

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

20 of 202
RESOLUTION NO. 2015-158-2355

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

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

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

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

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

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

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

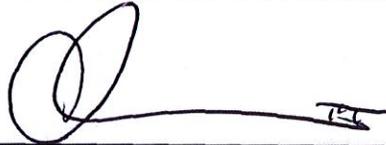
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

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 the 7TH annual operation Stand Against Violence It's Our Responsibility (S.A.V.I.O.R.) to be held at Bunche Park on Saturday, December 12, 2015; and authorizing a sponsorship in the amount Two Thousand Dollars (\$2000.00) from the Special Events Fund for this purpose.

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 OCTOBER 14, 2015.



OLIVER GILBERT, III, MAYOR

ATTEST:



RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILMAN ERHABOR IGHODARO

Moved by: Councilman Harris



City of Miami Gardens Agenda Cover Memo

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

Short Title:

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

Staff Summary:

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

Item K-2) Consent Agenda
 Resolution
 S.A.V.I.O.R. March

Seconded by: Councilwoman Odom

VOTE: 7-0

Mayor Oliver Gilbert, III	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Felicia Robinson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Lillie Q. Odom	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman David Williams Jr	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Lisa C. Davis	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Rodney Harris	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Erhabor Ighodaro, Ph.D.	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

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

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

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

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

Fiscal Impact

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

Proposed Action:

That the City Council approve the attached Resolution.

Attachment:



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		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
Funding Source:	Councilman Ighodaro Special Events in the amount of \$1,000		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					
Sponsor Name	Erhabor Ighodaro, Council Member		Department: City Manager	<i>Office of the Mayor & Council</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING FEBRUARY AS BLACK HISTORY MONTH; AUTHORIZING THE 4TH ANNUAL BLACK HISTORY EXTRAVAGANZA, TO BE ENTITLED “AFRICA TO AMERICA THE HISTORY OF AFRICAN AMERICANS IN ART, CULTURE AND COMMERCE”; AUTHORIZING AN ESSAY CONTEST, A RITES OF PASSAGE CEREMONY, AN ANKARA FASHION SHOW AND A BUSINESS EXPO; AUTHORIZING AN EXPENDITURE OF ONE THOUSAND DOLLARS (\$1,000.00) FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

This resolution supports Councilman Ighodaro’s 4th Annual Black History Extravaganza, theme: Africa to

America the history of African Americans in Art, Culture and Commerce scheduled for Saturday, February 27, 2016, at the Betty T. Ferguson Recreation Complex. The event honors residents from Miami Gardens for their outstanding contributions as well as sharing important moments in Black History.

From a historical perspective Black History Month had its beginnings in 1926 in the United States, when historian Carter G. Woodson and the Association for the Study of Negro Life and History announced the second week of February to be “Negro History Week”. This week was chosen because it marked the birthday of both Abraham Lincoln and Frederick Douglas.

In 1976, the federal government acknowledged the expansion of Black History Week to Black History Month by the leaders of the Black United Students at Kent State University in February of 1969. The first celebration of Black History Month occurred at Kent State in February 1970. Six years later during the bicentennial, the expansion of Negro History Week to Black History Month was recognized by the U.S. government. Gerald Ford spoke in regards to this, urging Americans to “seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history”.

In honor of Black History Month and in an effort to reiterate the significant importance of this historical moment a business expo is a new element included in this year’s event. Carter G. Woodson also wrote extensively concerning the significance and importance of black commerce and its role in sustaining the black community. The expo’s focus is to marry local and international business through networking and organizing to create greater economic growth and knowledge of the power of the black spending dollar in Miami Gardens. The expo will be held in the gymnasium of the Betty T. Ferguson Recreational Complex from 10am to 2pm.

In addition, Councilman Ighodaro is seeking to encourage the Miami-Dade County School Board and the 18 local elementary schools in Miami Gardens to participate by inviting students to write a 300 word essay on (title to be determined). The winners will be selected and recognized at a City Council Meeting. Along with Rites of Passage ceremony for high school students and the Ankara fashion show all to be held at the Betty T. Ferguson Amphitheater from 6pm to 11pm.

Councilman is requesting \$1,000.00 from the special event account be allocated to the event and will seek donations from various sponsors. He is also seeking approval for use of the Betty T. Ferguson Recreational Complex gymnasium, amphitheater, and staffing of the event.

Fiscal Impact

Councilman Ighodaro’s special event account has a current balance of \$1,000 which is available to be allocated to the Black History Extravaganza event.

Proposed Action:

Recommend Council approval of this resolution with a funding of \$1,000.00 to be allocated from Council Member Special Events Account.

Attachment:

RESOLUTION NO. 2016_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, RECOGNIZING FEBRUARY AS
5 BLACK HISTORY MONTH; AUTHORIZING THE 4TH ANNUAL
6 BLACK HISTORY EXTRAVAGANZA, TO BE ENTITLED "AFRICA
7 TO AMERICA THE HISTORY OF AFRICAN AMERICANS IN ART,
8 CULTURE AND COMMERCE"; AUTHORIZING AN ESSAY
9 CONTEST, A RITES OF PASSAGE CEREMONY, AN ANKARA
10 FASHION SHOW AND A BUSINESS EXPO; AUTHORIZING AN
11 EXPENDITURE OF ONE THOUSAND DOLLARS (\$1,000.00) FOR
12 THIS PURPOSE; PROVIDING FOR THE ADOPTION OF
13 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
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15 WHEREAS, Black History Month is observed annually to spotlight important
16 people and events in the history of the African diaspora, and

17 WHEREAS, Black History Month began in 1926 when historian Carter G.
18 Woodson and the Association for the Study of Negro Life and History, announced that
19 the second week of February would be recognized as "Negro History Week", and

20 WHEREAS, in 1976, Black History Week was extended to the entire month of
21 February, and

22 WHEREAS, Councilman Erhabor Ighodaro wants the City to host the 4th Annual
23 Black History Extravaganza and recommends that the City recognize February as Black
24 History Month, and

25 WHEREAS, to commemorate Black History Month, Councilman Ighodaro also
26 recommends that the City hosts an essay contest for elementary schools students, a
27 Rites of Passage ceremony for high school students located in the City of Miami
28 Gardens and an Ankara Fashion Show, and

29 WHEREAS, it is being recommended that the City expend the sum of One
30 Thousand Dollars (\$1,000.00) from the Special Event Fund for this purpose,

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

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

36 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
37 hereby recognizes February as Black History Month and authorizes the 4th Annual Black
38 History Extravaganza, to be entitled "Africa To America The History Of African
39 Americans In Art, Culture and Commerce". The City Council further authorizes an Essay
40 Contest, a Rites Of Passage Ceremony, Ankara Fashion Show and a Business Expo
41 and an expenditure of One Thousand Dollars (\$1,000.00) from the Special Event Fund
42 for this purpose.

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

45 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
46 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILMAN ERHABOR IGHODARO

Moved by: _____

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67 **VOTE:** _____

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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)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	x			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
		x	<i>(Enter X in box)</i>	Public Hearing:	Yes	No	Yes
			<i>(Enter X in box)</i>				No
Funding Source:			Advertising Requirement:	Yes		No	
			<i>(Enter X in box)</i>				
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	Lisa C. Davis, Council Member		Department: City Manager		<i>Office of the Mayor & Council</i>		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING RAISING AWARENESS ABOUT CERVICAL CANCER DURING THE MONTH OF JANUARY, NATIONAL CERVICAL HEALTH AWARENESS MONTH; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Councilwoman Davis knows that national events can be great opportunities to raise awareness of important issues affecting the quality of life for Miami Gardens’ residents.

January is National Cervical Health Awareness Month. According to the Statistics adapted from the American Cancer Society’s publication, Cancer Facts & Figures 2015, “This year, an estimated 12,900 women in the United States will be diagnosed with cervical cancer. It is estimated that 4,100 deaths

from the disease will occur this year. The five –year survival rate is the percentage of women who survive at least five years after the cancer is found. For all stages of cervical cancer, the five-year survival rate is 68%. When detected at an early stage, the five-year survival rate for women with invasive cervical cancer is 91%”.

Regular Pap Test screening is an important tool in finding and treating cervical cell changes before they progress to cervical cancer. Councilwoman Davis emphasized the importance for early detection, and encourages women to talk to their doctor about how often to have this test.

Proposed Action:

Recommend Council approval of this resolution in recognition of National Cervical Health Awareness Month.

Attachment:

RESOLUTION NO. 2016_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, SUPPORTING RAISING
5 AWARENESS ABOUT CERVICAL CANCER DURING THE
6 MONTH OF JANUARY, NATIONAL CERVICAL HEALTH
7 AWARENESS MONTH; PROVIDING FOR THE ADOPTION OF
8 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
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10 WHEREAS, January is National Cervical Health Awareness Month, and

11 WHEREAS, the American Social Health Association (ASHA) and the National
12 Cervical Cancer Coalition have named January Cervical Health Awareness Month to
13 encourage women across the country to get screened for cervical cancer, and

14 WHEREAS, each year, an estimated 12,000 women are diagnosed with cervical
15 cancer, and of those, about one-third will die as a result of the cancer, and

16 WHEREAS, cervical cancer is also a highly preventable and treatable cancer,
17 thanks to improved screening and vaccination, and

18 WHEREAS, the five year survival rate is the percentage of women who survive
19 at least five years after the cancer is found and for all stages of cervical cancer, the five-
20 year survival rate is 68%, and

21 WHEREAS, when detected at an early stage, the five-year survival rate for
22 women with invasive cervical cancer is 91%, and

23 WHEREAS, regular Pap Test screening is an important tool in finding and
24 treating cervical cell changes before they progress to cervical cancer, and

25 WHEREAS, Councilwoman Davis emphasized the importance for early detection
26 and encourages women to talk to their doctor and be screened regularly, and

27 WHEREAS, Councilwoman Davis is recommending that the City Council
28 commemorate January as National Cervical Health Awareness Month in the City of
29 Miami Gardens,

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

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

35 Section 2: EXPRESSION OF SUPPORT: The City Council of the City of
36 Miami Gardens hereby supports raising awareness about cervical cancer during the
37 month of January, National Cervical Health Awareness Month.

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

40 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
41 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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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)

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

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:			Advertising Requirement: <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				
Sponsor Name	David Williams Jr., Council Member		Department: City Manager	<i>Office of the Mayor & Council</i>		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE MIAMI TIGER BEETLE AND ENCOURAGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO DESIGNATE THE MIAMI TIGER BEETLE AS A THREATENED SPECIES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Councilman David Williams Jr., recognizes that one of the last tracts of endangered pine rockland (“Rockland”) within Miami-Dade County is located along S.W. 152nd Street and SW 127th Avenue in unincorporated Miami-Dade County.

Rockland is a globally imperiled habitat containing an array of rare plants, animals, and insects, which are rare and exclusive to the habitat. Preservation of the native Rockland, and the species for which is

provides a home is of great importance for the protection of our native forest's unique and endangered environment.

One of the rare inhabitants of the Rockland is the Miami Tiger Beetle, which was presumed extinct until a recent survey detected the species in the Rockland. On June 29, 2015, the Florida Fish and Wildlife Conservation Commission received a request to evaluate the status of the Miami Tiger Beetle for listing as a state-designated threatened species from the Center of Biological Diversity and individuals.

Councilman Williams is concerned that the rare Miami Tiger Beetle will become extinct within Miami-Dade County.

Proposed Action:

Recommend Council approval of this resolution supporting the Miami Tiger Beetle and encouraging the Florida Fish and Wildlife Conservation Commission to designate the Miami Tiger Beetle as a threatened species. The City Clerk is hereby directed to transmit this resolution to the Florida and Wildlife Conservation Commission, Florida State Legislators representing the City of Miami Gardens and all municipalities in Miami-Dade County.

Attachment:

RESOLUTION NO. 2016_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE PINE ROCKLAND AND THE MIAMI TIGER BEETLE AND ENCOURAGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO DESIGNATE THE MIAMI TIGER BEETLE AS A THREATENED SPECIES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pine Rocklands (“Rockland”) grow on the coastal Miami Rock Ridge, that extends to Long Pine Key in Everglades National Park, and

WHEREAS, over 225 types of native plants occur here and more than 20% of the plant species are found here and nowhere else in the world, and

WHEREAS, five of these plant species are federally listed as threatened or endangered, and

WHEREAS, Councilman David Williams Jr., recognizes that one of the last tracts of endangered Rockland within Miami-Dade County is located along SW 152nd Street and SW 127th Avenue in unincorporated Miami-Dade County, and

WHEREAS, preservation of the native Rockland and the species for which it provides a home is of great importance for the protection of our native forest’s unique and endangered environment, and

WHEREAS, one of the rare inhabitants of the Rockland is the Miami Tiger Beetle, which was presumed extinct until a recent survey detected the species in the Rockland, and

WHEREAS, on June 29, 2015, the Florida Fish and Wildlife Conservation Commission received a request to evaluate the status of the Miami Tiger Beetle for listing as a state-designated threatened species from the Center of Biological Diversity and individuals, and

32 WHEREAS, Councilman Williams is concerned that the rare Miami Tiger Beetle
33 will become extinct within Miami-Dade County and recommends that the City supports
34 the Miami Tiger Beetle and its rare inhabitant of the Rockland,

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 supports the Pine Rockland and the Miami Tiger Beetle and encourages the
42 Florida Fish And Wildlife Conservation Commission to designate the Miami Tiger Beetle
43 as a threatened species.

44 Section 3: DIRECTIONS TO THE CITY CLERK: The City Clerk is hereby
45 directed to transmit this Resolution to the Florida and Wildlife Conservation
46 Commission, Florida State Legislators representing the City of Miami Gardens and all
47 municipalities in Miami-Dade County.

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

50 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
51 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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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: COUNCILMAN DAVID WILLIAMS JR

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:	January 13, 2016		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:	Florida Dept of Transportation Grant & Public Works- Stormwater Funds (matching)		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>				
	X							
Sponsor Name	Cameron Benson, City Manager		Department:	<i>Public Works – KMGB Division</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 TRANSPORTATION, FOR THE ACCEPTANCE OF GRANT FUNDS, IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING A ONE TO ONE FUNDING MATCH OF IN-KIND OR MONETARY CONTRIBUTIONS; 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 proposed projects to the Florida Department of Transportation and Keep America Beautiful. The proposed projects were approved and the City of Miami Gardens will receive \$15,000 to conduct a litter prevention program in the City of Miami Gardens.

Current Situation

This grant will implement and promote the “Drive It Home-Keep Our Paradise Litter Free” campaign within our local community. The “Drive It Home” campaign will be in conjunction with the National Great American Cleanup with the purpose of bringing a coordinated effort towards cleaning up local communities within the State. The City shall be the local community coordinator for this event. The Litter campaign will sponsor litter prevention education workshops/seminars and other educational presentations within the local community. This grant will benefit Stormwater Operations since street trash ends up in our stormwater system, if it is not picked up.

Fiscal Impact

This is a reimbursable grant for the eligible expenses with matching, monetary or in-kind, required from the City in the amount of \$15,000. Matching funds will be derived from the line item for swale area improvement at the Stormwater Fund.

Proposed Action:

City Council allow the City Manager to accept award and submit required resolution; authorizing the City Manager to execute any and all agreements and documents as a result of this grant process; authorizing a match of funds in the amount of \$15,000.

Attachment:

Attachment A - Award Agreement

RESOLUTION NO. 2016_____

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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 TRANSPORTATION, FOR THE
8 ACCEPTANCE OF GRANT FUNDS, IN THE AMOUNT OF
9 FIFTEEN THOUSAND DOLLARS (\$15,000.00), A COPY OF
10 WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING
11 A ONE TO ONE FUNDING MATCH OF IN-KIND OR MONETARY
12 CONTRIBUTIONS; PROVIDING FOR INSTRUCTIONS TO THE
13 CITY CLERK; PROVIDING FOR THE ADOPTION OF
14 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
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16 WHEREAS, the Florida Department of Transportation (FDOT) has awarded the
17 City a grant in the amount of Fifteen Thousand Dollars (\$15,000.00), for litter prevention
18 and education through the "Keep Miami Gardens Beautiful" program, and

19 WHEREAS, the grant funds will be utilized to implement the "Drive It Home-Keep
20 Our Paradise Litter Free" campaign, and

21 WHEREAS, the campaign will be in conjunction with the National Great
22 American Cleanup, and will focus on clearing litter and debris from the Miami Gardens
23 community, and

24 WHEREAS, the FDOT requires the adoption of a Resolution authorizing the City
25 Manager to accept the grant funds, and

26 WHEREAS, the grant terms also require the City to provide a one to one funding
27 match of in-kind or monetary contributions, and

28 WHEREAS, City staff is recommending that the City Council authorizes the City
29 Manager enter into an Agreement with Florida Department of Transportation for the
30 acceptance of grant funds,

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

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

36 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
37 hereby authorizes the City Manager and the City Clerk to execute and attest,
38 respectively that certain Agreement with the Florida Department of Transportation, for
39 the acceptance of grant funds in the amount of Fifteen Thousand Dollars (\$15,000.00),
40 a copy of which is attached hereto as Exhibit "A"; and further authorizes a one to one
41 funding match of in-kind or monetary contributions.

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

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

48 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
49 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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OLIVER GILBERT, III, MAYOR

63 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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66 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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68 Moved by: _____

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70 **VOTE:** _____

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

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

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

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

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

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

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

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Financial Project No: 409750-2-74-01	Fund: <u>47 of 202</u>	FLAIR Approp: _____
Contract No. _____	Function: _____	FLAIR Obj.: _____
CFDA No. and Title: _____	Contract Amount: <u>\$15,000.00</u>	Org. Code: _____
_____	DUNS No.: _____	Vendor No.: <u>11-3695944-001</u>
	Recipient DUNS No.: _____	CSFA No. and Title: 55.003 and Highway Beautification Grants – Keep Florida Beautiful (contract rev.11.04.15)

**LITTER CONTROL AND PREVENTION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
CITY OF MIAMI GARDENS, FLORIDA**

This Litter Control and Prevention Grant Agreement (“Agreement”) is entered into this _____ day of _____, 2015 between the State of Florida, Department of Transportation (“Department”), and City of Miami Gardens - Keep Miami Gardens Beautiful Program, a Florida non-profit corporation (“Recipient”).

WITNESSETH:

- A. The Department is authorized under Section 334.044, Florida Statutes, and Section 403.709, Florida Statutes to enter into this Agreement.
- B. The Florida Legislature has appropriated the amount of \$800,000 in Fiscal Year 2015/2016 to the Department in order to provide funding for litter prevention and control programs through a certified Keep America Beautiful Affiliate at the local level.
- C. The Department is prepared, in accordance with its adopted work program, to undertake the Project described as the Keep America Beautiful Litter Control and Prevention Program, in Fiscal Year 2015/2016, in the amount of \$15,000 and which Project is known as Financial Project Number 409750-2-74-01, as more fully described in Exhibit “A” (“Project”).

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

- 1. The recitals set forth above are incorporated by this reference in this Agreement.
- 2. The Recipient shall furnish all services as required in Exhibit “A” for completion of the Project.
- 3. The Recipient shall comply with the compliance requirements applicable to state resources awarded pursuant to this agreement as noted in Exhibit “B” of this agreement.
- 4. The Recipient shall provide a proposed budget for use of FDOT funds for this project as required in Exhibit “C” of this agreement.
- 5. The Recipient shall provide a listing of program activities for this project as required in Exhibit “D” of this agreement.

6. The Recipient shall submit a Program Activity Progress Report, on a quarterly basis to the Department and send a copy to Keep Florida Beautiful, Inc. as part of the reporting requirements, which is incorporated and attached as Exhibit "E" in this agreement.
7. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through September 30, 2016. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.
8. The Department agrees to reimburse the Recipient in an amount not to exceed \$15,000 for actual costs incurred, excluding Recipient overhead. Project costs eligible for reimbursement will be allowed only from the Effective Date of this Agreement. The funding for this Project is contingent upon annual appropriation by the Florida Legislature, the availability of funds pursuant to this Paragraph 5, and all other terms of this Agreement. The Recipient agrees to bear all expenses in excess of the Department's participation.
 - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Recipient's Proposed Budget in Exhibit "C", attached to and incorporated in this Agreement. Additionally, the services which the Recipient provides in Exhibit "A" shall conform with those programs as identified in Exhibit "D", attached to and incorporated in this Agreement.
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 409750-2-74-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
 - d. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. All invoices shall include a completed and accurate Grant Reporting Form as set forth in Exhibit "E" attached to and incorporated in this Agreement.
 - e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
 - f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of

- g. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- h. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.
- i. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.

- j. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and send a copy to Keep Florida Beautiful, Inc. at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.
 - k. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”
 - l. The Department’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
 - m. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
 - n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
9. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
- b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "B" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
 - iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the

52 of 202
Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(1), Florida Statutes.
- viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
10. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.
 11. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
 - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

12. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement
13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity

for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
16. The Recipient shall indemnify, defend, save, and hold harmless the Department and all of its officers, agents, or employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Neither the Recipient nor any of its officers, agents, employees, contractors/subcontractors, consultants/sub consultants will be liable under this section for the negligence of the Department or any of its officers, agents or employees. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of omission or commission of the acts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

17. The Recipient shall carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.
18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this

Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:
 Florida Department of Transportation
 605 Suwannee Street, Mail Station 61
 Tallahassee, Florida 32399-0405
 Attention: Project Manager

TO RECIPIENT:
 City of Miami Gardens
 Keep Miami Gardens Beautiful Program
 Miami Gardens, Florida, 33169
 Attn: Claudelle Joseph

- 23. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 24. This Agreement shall not be renewed.
- 25. This Agreement shall not be construed to grant any third party rights.
- 26. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
- 28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- 29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
- 30. Time is of the essence as to each and every obligation under this Agreement.

31. The Department and the Recipient acknowledge and agree to the following:

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

32. This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

(Name of RECIPIENT)

BY: _____

BY: _____

Brian Blanchard, P.E., Assistant Secretary
for Engineering and Operations

Title: _____

Date: _____

Print Name _____

Legal Review:

Witness: _____

Title: _____

See attached encumbrance form for date of
funding approval by Comptroller

Print Name _____

SCOPE OF WORK

1.0 SERVICE OBJECTIVE: The Recipient shall assist the Department in meeting the objectives below:

- A. Implementing, administering and promoting the GAC / Drive It Home-Keep Our Paradise Litter Free (DIH-KOPLF) Trash-Off in conjunction with the National Great American Cleanup within the local community.
- B. Implementing, administering and promoting Litter Prevention Education within the local community.
- C. Promoting and securing Adopt-A-Highway participation in the local Keep America Beautiful (KAB) Systems communities and events.
- D. Implementing, administering and promoting a minimum of three (3) additional Program Activity Options as specified and agreed upon in Exhibit "D".
- E. Maintaining a website as specified.
- F. Supporting the Department's litter prevention education programs through the Recipient's public information, public affairs, and volunteer service programs.
- G. Maintain KAB Certified System status during the Agreement period.
- H. Employing a part or full-time program manager during the Agreement period.
- I. Functioning as a public/private partnership with a working Board of Directors.
- J. Match Department funds as provided in this Agreement at a minimum ratio of 1:1, as specified.

2.0 DESCRIPTION OF SERVICES: The Recipient shall perform the following services:

- A. The DIH-KOPLF Trash-Off in conjunction with the National Great American Cleanup (GAC) is an annual event, held each March, April and May with the purpose of bringing a coordinated effort towards cleaning up local communities within the state. The Recipient shall be the local community coordinator for this event. The Recipient shall include appropriate inclusion in Recipient's publications, arrange informational meetings and media releases necessary to increase local participation at this annual event. Recipient shall include the official logo of the Department's DIH-KOPLF campaign on all material. The Recipient shall provide Department with a copy of the KAB DIH-KOPLF Trash-Off National Great American Cleanup wrap-up report as part of the reporting requirements.
- B. The Recipient shall conduct Litter Prevention Education workshops / seminars and other educational presentations within the local community. Every effort will be made by the Recipient to utilize already approved and established KAB educational material, as well as environmental education material recommended in the Environmental Protection Agency (EPA) publication, "Environmental Education Materials Guidelines for Excellence". The Recipient, when possible, will include the official Department logo on all printed educational material. The Recipient shall supply Department with original copies of all educational material purchased or developed with Department funds.
- C. The Recipient shall assist Department at the local community level with the State's Adopt-A-Highway education program. The Recipient shall assist Department in increasing participation at the local level, and shall include local Adopt-A-Highway participants in KAB systems program activities and mail-outs.

- D. The Recipient agrees to conduct / complete all Program Activity Options as contained in Exhibit "D". The Recipient shall submit a Program Activity Progress Report, on a quarterly basis to the Department and send a copy to Keep Florida Beautiful, Inc. as part of the reporting requirements.
- E. The Recipient shall maintain a website. Department funds may be used to create, post to, and maintain said website. Said website at a minimum must contain the current:
- i. KAB Systems Board of Directors and Executive Committee Members
 - ii. KAB Systems Executive Director's name and title
 - iii. KAB Systems street address and mailing address
 - iv. KAB Systems e-mail address and website address
 - v. KAB Systems calendar of events
 - vi. KAB Systems 2014/2015 Annual Report, if applicable
 - vii. KAB Systems 2015 GAC Report, if applicable
 - viii. Governor and Lt. Governor's names
 - ix. State of Florida official website address (www.myflorida.com)
 - x. KAB logo may be displayed, and link provided
 - xi. FDOT logo must be displayed
 - xii. DIH-KOPLF log must be displayed, and link provided
 - xiii. FDOT State Adopt-A-Highway web link:
(www.dot.state.fl.us/statemaintenanceoffice or current) and Statewide Litter-Hotline number: 1-800-BAN-LITT (er) / 1-800-226-5488
 - xiv. Current Year Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$ LDB).
 - xv. Historical Cumulative Years Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$ LDB).
 - xvi. Current Years Cost Benefit Ratio [Example: (\$1.00: \$16.00)].
 - xvii. Historical Cumulative Years Cost Benefit Ratio [Example: (\$1.00: \$160.00)].
- F. The Recipient shall support the Department's litter prevention education programs through the Recipient's normal network of seminars, speeches, newsletter, educational programs, web sites, social media, conferences, and other communication activities.
- G. The Recipient, during the Agreement period, is required to maintain its KAB Certified System status. If the Recipient is declared to be de-certified by KAB, Inc., the Recipient may be subject to immediate cancellation of this Agreement.
- H. The Recipient, during this Agreement period, is required to employ a part time or full time program manager (Executive Director). If the Recipient experiences a vacancy in this position, they are required to immediately notify Department so as not be found in default. Department will reserve the right to cancel or continue this Agreement based on the duration of the vacancy and ability of Recipient to fulfill this Agreement.
- I. The Recipient, during this Agreement period, is required to maintain a working Board of Directors. The Recipient shall submit to Department a complete listing of the members of the Board of Directors. Said list shall contain the names, e-mail addresses, phone numbers and affiliation of each board member. Said list shall identify the President, Vice-President, Secretary, and Treasurer of the organization. The Recipient shall submit copies of the

minutes of the Board of Directors meetings to Department as part of their required reporting.

- J. The Recipient is required to match all Department funds awarded under this Agreement, at a 1:1 ratio. All matching funds and in-kind donations must be documented and included as a part of the Recipient's required quarterly reporting.
- K. The Recipient may use Microsoft Office Professional XP and Internet explorer when meeting the requirements of this Agreement.

3.0 SCHEDULE OF WORK: The Recipient shall submit to Department for review progress reports of activities **within 15 days of the end of each report period** as part of its reporting requirements. For the purposes of this Agreement, progress report due dates are: **December 31, 2015, March 31, 2016, and June 30, 2016**. All receipts will be dated on or before June 30, 2016. The Final Department/KABS Annual Report which includes, but is not limited to, the summary and receipts totaling grant amount, the grant match with summary and supporting documentation, the listing of all in-kind documentation, a copy of the submitted 2015 Single Audit Exemption Letter (if applicable), the KAB 2016 Great American Clean-up Report, KAB 2016 System's Annual Report, and a copy of Exhibit "D" with a summary of projects, is due on or before September 30, 2016. (Please submit your Final Annual Department/KABA Report in a 3 ring binder with an index or an electronic submittal may be accepted upon approval by the Department's Project Manager).

4.0 PRINTING:

- A. No printing for the sole use of Department will be done under this Agreement. The Recipient shall be responsible for obtaining all printing required to accomplish this Agreement through their normal channels.
- B. All purchases of printing in excess of \$1000 require a minimum of three written bids. The Recipient shall use reasonable efforts to include at least one bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids.
- C. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. ***"The printing of this material has been made possible through funds provided by the Florida Department of Transportation"***. All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.

5.0 COMPENSATION:

- A. The compensation for this service shall not exceed \$15,000.00. The Recipient shall not perform services in excess of the amount until advised in writing by the Department that additional funds have been made available and encumbered. Approved costs incurred by the Recipient during the contract period shall be in accordance with the following:
 - i. All direction, art work, training materials development, training, special events coordination or organization, and program promotion shall be on an hourly basis in accordance with Recipient's expended time toward completion of each project.

- ii. The Recipient shall provide hourly rates for each project. The Recipient's hourly rate will be multiplied by the hours reported by the employee to arrive at the cost for work performed during submission period. The rate of \$20.00 per hour shall be considered the maximum allowable hourly rate.
- iii. The cost of services rendered or materials produced by sub-contractors not a part of the Recipient's organization, (out of house expenditures) shall be at actual cost.
- iv. All long-distance telephone calls, mailing, shipping and photocopying shall be at actual cost.
- v. The Recipient shall submit their request for reimbursement to the address indicated for notice to the Department in Paragraph 18 of the Agreement. All reimbursement requests will be submitted no later than June 30, 2016 for this grant. The request shall include the following support documentation:
 - 1. Paid invoices and receipts for purchases of all services
 - 2. Paid invoices for outside or out of house expenditures
 - 3. Paid invoices and receipts for other direct costs
 - 4. Copies of cancelled checks
 - 5. One Page Quarterly (as noted in 3.0) & cumulative Progress Report Summary

B. The Department's Request for Reimbursement Form will be used to document expenditures incurred as payment was made in advance of incurring costs.

6.0 INELIGIBLE EXPENDITURES / ACTIVITIES

- A. Purchase, lease or other costs associated with personal cell phones, pagers, beepers and personal e-mail addresses are not an acceptable expenditure under this Agreement.
- B. No funds will be used for construction projects.
- C. Department funds may not be used to cover in part or full, costs direct or indirect, of fundraising activities or fundraising events.
- D. No reimbursement will be made for partial per diem for non-overnight travel.
- E. No reimbursement will be made for tips, gratuities, alcohol, valet parking, or any purchases not directly related to the purpose of the travel.
- F. No reimbursement will be made for food or drink items.

7.0 DISPUTES: The Recipient shall be responsible for the settlement of any contractual or administrative disputes arising out of the subcontracts entered into in support of the contract work.

STATE FINANCIAL ASSISTANCE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Highway Beautification Grants – Keep Florida Beautiful
CSFA Number: 55.003
Award Amount: \$15,000

Specific information for CSFA Number 55.003 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Compliance requirements for CSFA Number 55.003 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

PROPOSED BUDGET FOR USE OF FDOT FUNDS

	<u>FDOT FUNDS*</u>	<u>MATCHING FUNDS</u>
Salaries (\$20.00 @ hr. max limit)	(Exe. Dir Only)	
Organizations Public Liability Ins.		
Rent / Utilities	<u>Match Only</u>	
Accounting / Auditor Services	(\$300.00 Max)	
Phone / cell / internet access*	(\$600.00 Max)	
Project Materials for Exhibit "D"		
Office Supplies		
Project Materials for Exhibit "D"		
GAC/DIH-KOPLF Prog. Materials**	<u>\$1,000.00 Min.</u> (No Drink / Food)	
Volunteer Hours	<u>Match Only</u> -	
Local Advertising (DIH-KOPLF)**	<u>\$ 14,000</u>	<u>\$ 15,000</u>
Printing		
Travel (limited to KAB Annual/KFB Training)*	(\$1,000.00 Max)	
Internet / Social Media Support	(\$2,500.00 Max)	
KAB Annual Dues Only		
Total FDOT Funds	<u>\$15,000.00</u>	<u>\$ 15,000</u>
	Total Matching	

* see items below. **Prior spending approval by FDOT Project Manager is required.

- **Telephone** – the use of FDOT funds for the purchase/lease or monthly charges related to personal cell phones, beepers or pagers are **not** allowed.
- **Food & Drinks** - State funds **cannot** be used for the purchase of food (F), drink (D) or FD items.
- **Travel** – State rates shall be used. Overnight Travel and per-diem expenses shall be in accordance with Section 112.061, Florida Statutes & documented on state travel form (see attached). Reimbursement will not be made for partial per diem for non-overnight travel.
- **Educational Material** – Wherever possible, the applicant will utilize already accepted and established educational material rather than develop new material. The department recommends the use of the EPS publication "Environmental Education Materials: Guidelines for Excellence" in developing educational material. Before developing or purchasing new educational material other than the ones listed, the applicant should contact the FDOT Project Manager for approval.
- **Total FDOT Funds requested** – The total amount of FDOT funds requested might not exceed the maximum amount allocated & approved by the department as stated in the proposal guidelines.
- **Total Matching** – A 1:1 match of FDOT funds is required. The total matching should reflect cash, in-kind donations, anticipated volunteer hours (\$16.00 per hour based on private industry minimum salary for litter cleanups), donation of equipment, and other materials. The Department encourages additional matching dollar funds where possible. You may use either other State or Federal funds as a match, but no other FDOT funds, directly or indirectly may be used as a match to this program. Cash, In-kind and other matches, must be documented in the required reporting.

66 of 202
EXHIBIT "E"

Florida Department of Transportation GRANT REPORTING FORM

Service Dates _____ through _____ (_____ Period)

Affiliates Name: _____ Grant Amount: \$ _____

Budget Category	Approved Total Annual Expenditures	Amount Used All Prior Quarters	Amount Used This Quarter	Remaining Balance
Salaries (Max. \$20.00 Hr.: E.D. Only)				
Public Liability Insurance				
Rent / Utilities	Match Only	Match Only	Match Only	Match Only
Accounting Services (\$300.00 Max.)				
Phone/cell/Int. access (\$600.00 Max.)				
Office Supplies				
Project Materials for Exhibit "D"				
DIH-KOPLF Program Materials (No Drink/Food) *** \$1000.00 min				
Local Advertising (DIH-KOPLF) *** \$2000.00 min				
Printing				
Travel (limited to KAB / KFB Annual Mtgs - \$1,000.00 max.)				
Internet / Social Media Web-site Support (\$2,500.00 Max.)				
Limited to KAB Annual Dues				
Column Total				

*** Prior approval needed by FDOT Project Manager.

Approved by: _____ Date: _____

LOCAL PROGRAM ACTIVITIES:

Total number of Adopt-A-_____ Groups to date: _____

Total number of groups* conducting litter cleanups: _____

Total number of volunteer* hours for litter removal: _____

Total pounds of litter*collected: _____

Total number of volunteer* hours for other activities: _____

*(*inclusive of all pickup activities for your organization)*

Total dollar amount of cost benefits in local community:

- Volunteer dollar benefit: _____ hours x \$16.00* = \$ _____ cost benefit

- Litter dollar benefit: _____ pounds divided by 2,000 = _____ tons

- _____ Tons x local tipping fee of \$ _____ per ton = \$ _____ cost benefit

*(*based on the minimum amount paid by private industry for litter collection)*

Total cost benefits: (grant award match requires supporting documentation)

Volunteer Hours: \$ _____

Litter dollars: \$ _____

In-Kind dollars \$ _____

Cash contributions \$ _____

Other cash funding \$ _____

This Quarters Total cost benefits \$ _____ (For this quarter)

*All Quarters Total cost benefits \$ _____ ** (All quarters to date during contract period)

14/15 Total cost Benefit \$ _____

Annual Return On Investment (ROI) / All Quarters Total Cost Benefits

- \$ _____ (Cost Benefit) / \$ _____ (Amt. Expended) = \$ _____ (Affiliate's Grant ROI)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		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:	Revenue		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: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <small>(list the specific objective/strategy this item will address)</small>		
		X				
Sponsor Name	Cameron Benson, City Manager		Department:	<i>Fleet Management Procurement</i>		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DECLARING TWELVE (12) FLEET VEHICLES TO BE SURPLUS; AUTHORIZING THE CITY MANAGER TO UTILIZE FISHER AUCTION COMPANY, INC., AND RENE BATES AUCTIONEERS, INC. FOR AUCTION SERVICES TO DISPOSE OF THE SURPLUS VEHICLES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

BACKGROUND

In accordance with City policy, the City Manager, at his discretion may sell to the general public, by auction, sealed bid, or other acceptable method any City-owned surplus property. It is possible that some units may auction in excess of five thousand dollars (\$5,000). Sales or trades of surplus supplies or

equipment of a value in excess of five thousand dollars (\$5,000) shall be approved by the City Council. Units that require expensive mechanical repairs, extensive collision repairs, are not needed as a result of operational changes are deemed surplus.

CURRENT SITUATION

The City participates in the Southeast Florida Cooperative Group for Auction Services. Fisher Auction Company, Inc. located in Pompano Beach, Florida was awarded "On-Site Auction Services" and Rene Bates Auctioneers, Inc. located in McKinney, Texas was awarded "Internet Auction Services". Staff will arrange to have Rene Bates Auctioneers, Inc. conduct an on-line auction of vehicles that are being taken out service.

Staff estimates that twelve (12) fleet units (which could consist of automobile, truck and trailer) will be taken out of service as surplus fiscal year 2016. These units may require expensive mechanical and extensive collision repairs that are more than the value of the units.

The average selling price is \$3,000 each.

FISCAL IMPACT

Any net proceeds from the sale of the vehicles will be additional revenue to the City in FY 2016.

Proposed Action:

It is recommended that the City Council approves the attached resolution authorizing the City Manager to utilize Rene bates Auctioneers, Inc. for internet auction services to dispose of the surplus vehicles.

Attachment:

None.

RESOLUTION NO. 2016_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DECLARING TWELVE (12) FLEET VEHICLES TO BE SURPLUS; AUTHORIZING THE CITY MANAGER TO UTILIZE FISHER AUCTION COMPANY, INC., AND RENE BATES AUCTIONEERS, INC. FOR AUCTION SERVICES TO DISPOSE OF THE SURPLUS VEHICLES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 22, 2013, the City Council adopted Resolution No. 2013-139-1935, which awarded a bid to Fisher Auction Company, Inc., to conduct live auction services and for Rene Bates Auctioneers, Inc., for internet auction services, on behalf of the City, and

WHEREAS, City staff estimates that 12 fleet vehicles, with an average sale value of Three Thousand Dollars (\$3,000.00), will be taken out of service, and

WHEREAS, in accordance with Section 2-844 of the City's Code of Ordinances, the City Council determines the disposition of any property valued over Five Thousand Dollars (\$5,000.00), and

WHEREAS, the City Manager is requesting that the City Council declare the vehicles surplus, and authorize the City Manager to dispose of the surplus property,

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

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

Section 2: DECLARATION: The City Council of Miami Gardens hereby declares a surplus of twelve (12) fleet vehicles.

30 Section 3: AUTHORIZATION: The City Council of the City of Miami Gardens
31 hereby authorizes the City Manager to utilize Fisher Auction Company, Inc., and Rene
32 Bates Auctioneers, Inc., for auction services to dispose of the surplus vehicles.

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

35 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
36 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

VOTE: _____

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

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		Item Type:	Resolution	Ordinance	Other		
			<i>(Enter X in box)</i>	X				
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>		Yes	No	Yes	No
			<i>(Enter X in box)</i>			X		
Funding Source:	Donation to Commission for Women		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						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: City Manager		<i>Office of the City Manager</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE MIAMI GARDENS' COMMISSION FOR WOMEN GIRLS AND WOMEN'S EMPOWERMENT SUMMIT EVENT; AUTHORIZING AN EXPENDITURE OF THREE HUNDRED FIFTY DOLLARS (\$350.00) FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Commission for Women Advisory Committee (CFW) was established by the City Council on March 12, 2008. The Committee provides reports and recommendations to the City Council and to the City Manager, in respect to all matters pertaining to the status of all women in Miami Gardens, including but not limited to: the fair and equal treatment of women, the public and private employment of women, the working and living conditions of women, the delivery of public and private service to women, the

education and training of women and public recommendation of women.

In keeping with those responsibilities the Commission for Women will present the Girl's and Women's Empowerment Summit on February 20, 2016 to Council for approval.

Fiscal Impact

The Commission for Women's donation monies remaining from the FY2014-2015 will be applied toward expenditures for the Girl's and Women's Empowerment Summit event, not to exceed \$350. The Commission for Women will deploy fundraising efforts to offset the additional costs associated with the event.

Proposed Action:

City Council adopts the resolution approving the Miami Gardens Commission for Women Girls and Women's Empowerment Summit event and funding in the amount of \$350.

Attachment:

Attachment A: Project Proposal Worksheet

RESOLUTION NO. 2016_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE MIAMI GARDENS' COMMISSION FOR WOMEN GIRLS AND WOMEN'S EMPOWERMENT SUMMIT EVENT; AUTHORIZING AN EXPENDITURE OF THREE HUNDRED FIFTY DOLLARS (\$350.00) FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commission for Women Advisory Committee (CFW) was established by City Council on March 12, 2008, and

WHEREAS, the Committee makes reports and recommendations to the City Council and to the City Manager, in respect to all matters pertaining to the status of all women in Miami Gardens, including but not limited to the fair and equal treatment of women, the public and private employment of women, the working and living conditions of women, the delivery of public and private service to women, the education and training of women and public recommendation of women, and

WHEREAS, in keeping with those responsibilities the Commission for Women present the Girl's and Women's Empowerment Summit on February 20, 2016 to Council for approval, and

WHEREAS, the Commission for Women donations remaining from the Fiscal Year 2014-2015 will be applied toward the expenditures for the Girls and Women's Empowerment Summit event, not to exceed Three Hundred Fifty Dollars (\$350.00), and

WHEREAS, the Commission for Women will also deploy fundraising efforts to offset the additional costs associated with the event,

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

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

33 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
34 hereby approves the Miami Gardens' Commission for Women Girls and Women's
35 Empowerment Summit Event and further authorizes an expenditure of Three Hundred
36 Fifty Dollars (\$350.00) for this purpose.

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

39 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
40 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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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)

66	Councilman David Williams Jr	_____ (Yes)	_____ (No)
67	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
68	Councilman Rodney Harris	_____ (Yes)	_____ (No)
69	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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76 of 202
**Miami Gardens Commission For Women Advisory Committee
 Project Proposal Worksheet**

Project Working Name: Girls and Women Empowerment Summit
Project Initiated By: Linda Mobley
Target Audience: Women and Young Adults (high school and college students)
Estimated Number of Attendees: 300
Proposed Date/Time: February 20, 2016 (9:00am-2:00PM)
Proposed Location: Florida Memorial University
Estimated Budget: \$350.00
Potential Sponsors: Florida Memorial University, Women Answering the Call, Barbara Jordan, V.J. Publishing House, Publix, Walmart, Sam's Club, Wells Fargo, Office Depot, Target, Winn Dixie, Golden Crust, Sister's Network, Target, Costco Wholesale Club.

Rationale

Background on the project: Raising awareness about who you are emotional and spiritually. Walking in authority to control your life in a positive way, knowing what directions to take can improve your stress management level to better health, motivation, discipline, career employment and better communication with your peers and family.		
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Objectives

The objectives are to provide; Fundamental knowledge about how to face everyday life situations, whether it might be health wise, financial, spouse abandonment, employment, low self esteem, peer pressure, single parenting, harassment, equal opportunity and homeless. Our goal is to accomplish results instead of consequences. To enrich the lives of children and women.	Yes	No	Comments:
Has the project objective been defined and is it clear?	<input type="checkbox"/>	<input type="checkbox"/>	

Organization

	Yes	No	Comments
Elect committee chair.	<input type="checkbox"/>	<input type="checkbox"/>	Linda Mobley
Committee members.	<input type="checkbox"/>	<input type="checkbox"/>	Entire Membership of MGCW

Project Coordination

	Yes	No	Comments

Conflicting community events. Always coordinate with staff liaison regarding city calendar.	<input type="checkbox"/>	<input type="checkbox"/>	
Has a location been secured?	<input type="checkbox"/>	<input type="checkbox"/>	
Moderator	<input type="checkbox"/>	<input type="checkbox"/>	
Invitees?	<input type="checkbox"/>	<input type="checkbox"/>	
Panel Leaders?	<input type="checkbox"/>	<input type="checkbox"/>	
Materials? – Folders, brochures, t-shirts, pens, pads, etc	<input type="checkbox"/>	<input type="checkbox"/>	
Sponsors needed?	<input type="checkbox"/>	<input type="checkbox"/>	
Publicity?	<input type="checkbox"/>	<input type="checkbox"/>	
Refreshments?	<input type="checkbox"/>	<input type="checkbox"/>	
Budget?	<input type="checkbox"/>	<input type="checkbox"/>	

CMGCFW APPROVED/DISAPPROVED on _____ (DATE)

Miami Gardens City Council APPROVED/DISAPPROVED

Notified by: _____ on _____

Miami Gardens Commission For Women Advisory Committee

Task specific checklist

ID	Action Item	Assigned To	Due By	Status
	Secure City Council Approval		Depends on date of event	
	Secure location		At time of presentation to Council	
	Extend invitations		Three weeks prior to date of event	
	Secure Moderator		Three weeks prior to event	
	Thank you Letter		Four weeks prior to event	
	Certificates		Four weeks prior to event	



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
					X	
Funding Source:			Advertising Requirement:	Yes		No
						X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>		
		X				
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Imag <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A		
		X				
Sponsor Name:	Cameron Benson, City Manager		Department:	<i>Development Services & Code Compliance</i>		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE FINAL PLAT FOR THE "ISAIAH S. WILLIAMS, JR. DEVELOPMENT CENTER", SUBMITTED BY THE JPM CENTRE AT MIAMI GARDENS DRIVE, INC., FOR THE PROPERTY GENERALLY LOCATED EAST OF NW 42ND AVENUE AND NW 183RD STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The Isaiah S. Williams, Jr. Development Center, the applicant has obtained a Tentative Plat approval from Miami Dade County to plat 11.81 acres of land located at 3931 NW 183rd Street and 4055 NW 183rd Street Parcels A and B. The subject property totals 11.81 acres (Parcels A and B) encompassing the western property that is primarily utilized as a place of religious assembly, currently developed.

The eastern property is under development. Three existing residential apartment buildings along the easterly portion of the site are to be occupied by at-risk female youth, at-risk male youth and elderly persons, respectively.

In compliance with Article VII-Plats, Subdivisions, Excavations, Address Assignment, Section 34-209, of the City of Miami Gardens Land Development Code; requires Final Plat approval be granted by the City prior to recordation by Miami-Dade County.

Current Situation

The Final Plat for “The JPM Centre at Miami Gardens Drive, Inc.” has been reviewed by Rafael R. Cabrera, P.S.M., Cabrera Consulting Services, Inc., (Surveyor) through E. L. Waters and Company, LLC, Planning and Zoning Consultants for the City and has been determined to be in compliance with Section 177.081(1), Florida Statutes, and Chapter 28, Subdivisions of the Miami-Dade County Code. Also, the Final Plat has been reviewed by E.L. Waters and Company, LLC, the City’s Planning and Zoning Consultants for compliance with the City’s Land Development Regulations.

After approval by the City Council is granted, the Final Plat shall be reviewed and approved by Miami-Dade County Plat Committee and subsequently recorded in the Official Records of Miami-Dade County. The Final Plat approval and subsequent recordation of the Final Plat by Miami-Dade County will authorize the City to issue a final Certificate of Occupancy for the proposed JPM Centre at Miami Gardens Drive, Inc.

Proposed Action:

It is recommended that the City Council approve the proposed Resolution to approve the Final Plat for The JPM Centre at Miami Gardens Drive, Inc.

Attachments:

Attachment “A” - Legal Description

Attachment “B” - Final Plat of the “Isaiah S. Williams, Jr. Development Center”

Attachment “C” - Letter of Compliance from Surveyor

RESOLUTION NO. 2016_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, APPROVING THE FINAL PLAT
5 FOR THE "ISAIAH S. WILLIAMS, JR. DEVELOPMENT CENTER",
6 SUBMITTED BY THE JPM CENTRE AT MIAMI GARDENS DRIVE,
7 INC., FOR THE PROPERTY GENERALLY LOCATED EAST OF
8 NW 42ND AVENUE AND NW 183RD STREET, MORE
9 PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED
10 HERETO; PROVIDING FOR THE ADOPTION OF
11 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
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13 WHEREAS, the Applicant, JPM Centre at Miami Gardens Drive, Inc., seeks
14 approval of the Final Plat for the "Isaiah S. Williams, Jr. Development Center", and

15 WHEREAS, the Applicant is proposing to develop three residential apartment
16 buildings for occupancy by at-risk female youth, at-risk male youth and elderly persons,
17 respectively, and

18 WHEREAS, the Final Plat has been reviewed by the City's surveyor, and is in
19 compliance with Section 177.081(1) of the Florida Statutes and Chapter 28 of the
20 Miami-Dade County Code of Ordinances, and

21 WHEREAS, the City's Planning and Zoning Department has reviewed the Final
22 Plat and finds that it is in compliance with Section 34-209 of the City's Land
23 Development Code,

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

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

29 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
30 hereby approves the Final Plat for the "Isaiah S. Williams, Jr. Development Center",
31 submitted by JPM Centre at Miami Gardens Drive, Inc., for the property generally

32 located East of NW 42nd Avenue and NW 183rd Street, more particularly described on
33 Exhibit "A" attached hereto.

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

36 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
37 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

VOTE: _____

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

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EXHIBIT "A"LEGAL DESCRIPTION**PARCEL "A"**

A PORTION OF TRACT 121 "MIAMI GARDENS SUBDIVISION" OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 2, AT PAGE 96 OF PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 5, THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF THE SAID SOUTHEAST ONE-QUARTER (1/4) FOR 585.58 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 21 SECONDS EAST FOR 50.00 FEET TO THE POINT OF BEGINNING OF A PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 57 MINUTES 21 SECONDS EAST FOR 181.25 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 41 SECONDS EAST FOR 212.25 FEET, THENCE SOUTH 89 DEGREES 57 MINUTES 19 SECONDS WEST FOR 21.40 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST FOR 173.28 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST FOR 160.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, ALONG A LINE 50 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SAID SOUTHEAST ONE-QUARTER (1/4) OF SECTION 5 FOR 385.57 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

TRACT "A" OF "EL DORADO PLAZA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 99, AT PAGE 88 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA LESS AND EXCEPT:

A PORTION OF TRACT "A" OF THE PLAT OF "EL DORADO PLAZA", AS RECORDED IN PLAT BOOK 99, PAGE 88 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT "A" OF THE PLAT OF "EL DORADO PLAZA"; THENCE RUN N02°43'50"W, ALONG THE WEST LINE OF SAID TRACT "A" A DISTANCE OF 3.360 METERS (11.02 FEET) TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 3.360 METERS (11.02 FEET) OF SAID TRACT "A"; THENCE RUN N87°12'50"E ALONG SAID NORTH LINE A DISTANCE OF 60.331 METERS (197.94 FEET); THENCE RUN S80°09'36"E A DISTANCE OF 15.372 METERS (50.43 FEET) TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "A" AND THE NORTH RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE (N.W. 183RD STREET/STATE ROAD 860) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR SECTION 87503-2608, AS RECORDED IN ROAD PLAT BOOK 101 AT PAGE 95 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S87°12'50"W ALONG LAST DESCRIBED LINE A DISTANCE OF 75.334 METERS (247.16 FEET) TO THE WEST LINE OF SAID TRACT "A" AND THE POINT OF BEGINNING.

PARCEL "B"

PORTION OF TRACTS 122, 123 AND 124 OF "MIAMI GARDENS" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 50 FEET NORTH AND 645.61 FEET EAST OF THE SW CORNER OF THE SE ¼ OF THE SECTION, EAST 414 FEET, NORTH 535.29 FEET, WEST 414 FEET, SOUTH 536.77 FEET, TO THE POINT OF BEGINNING.

OFF. REC: 19323P1068

This instrument prepared by:
Elliott Harris, Esq.
111 S.W. 3rd Street, 6th Floor
Miami, Florida 33130

00R497598 2000 OCT 16 12:16

Folio No.: 30-2105-001-0562.

DOCSTPDEE 2,700.00 SURTX 2,025.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

WARRANTY DEED

THIS INDENTURE, Made this 6th day of September, 2000, BETWEEN ROSARIO SOLIS DE PALOMEQUE a/k/a ROSARIO SOLIS DE PALMOEQUE, LIZZIA BOLIO de SOLIS, MARIA ODETTA SOLIS de ECHEVARRIA and MARIA CRISTINA PALOMEQUE a/k/a MARIA CRISTINA EROSA, of the City of Merida, State of Yucatan, Republic of Mexico, Grantor, to JESUS PEOPLE MINISTRIES, INC., a corporation not for profit, of the County of Dade, State of Florida, whose post office address is 4055 N.W. 183rd Street, Miami, Florida 33055, Grantees ("Grantor" and "Grantee" are used for singular or plural, as context requires).

WITNESSETH, That said Grantor, for and in consideration of the sum of ten and no/100--\$10.00---Dollars and other good valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Dade County, Florida, to-wit:

SEE LEGAL DESCRIPTION ATTACHED.

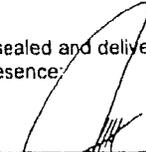
This conveyance is subject to the following:

1. Taxes and Assessments for the year 2000 and subsequent years.
2. Zoning, restrictions, prohibitions, limitations, easements and conditions imposed or required by any governmental body, authority or agency and matters appearing on the plat or common to the subdivision, provided that this reference shall not operate to reimpose any of the foregoing.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:



Jose Manuel Echeverria Eguluz
typed/printed name



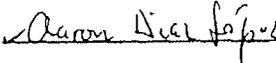
ROSARIO SOLIS DE PALOMEQUE a/k/a
ROSARIO SOLIS DE PALMOEQUE



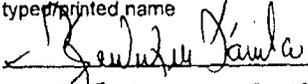
Isauro Camara
typed/printed name



LIZZIA BOLIO DE SOLIS



Aaron Diaz Lopez
typed/printed name



Ana Bensussen Davila
typed/printed name

15-00

OFF. REC. 19323PC1069

[Signature]
Hernan Menendez

typed/printed name

[Signature]
Alicia Menendez

typed/printed name

✓ [Signature]
Jose Luis Redondo

typed/printed name

✓ [Signature]
Silvia Rendon

typed/printed name

[Signature]
MARIA ODETTA SOLIS DE ECHEVARRIA

[Signature]
MARIA CRISTINA PALOMEQUE
a/k/a MARIA CRISTINA EROSA

Address: C/O ELIOT HARRIS, ESQ.
11 SW. 3RD ST., 6TH FLOOR
MIAMI, FL 33130

REPUBLIC OF MEXICO)
STATE OF YUCATAN)-SS.
CITY OF MERIDA)

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of July, 2000, by Rosario Solis De Palomeque a/k/a Rosario Solis de Palomeque ~~whom I~~ ~~personally know~~ who presented Mexican Passports as identification and who did/did not take an oath.

REPUBLIC OF MEXICO)
STATE OF YUCATAN)-SS.
CITY OF MERIDA)

[Signature]
AMERICAN CONSUL

Anthony J. Kleiber
Vice Consul of the United States of America

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of July, 2000, by Lizzia Bolio de Solis who is ~~personally known to me~~ ~~whom I~~ ~~personally know~~ who presented Mexican Passports as identification and who did/did not take an oath.

REPUBLIC OF MEXICO)
STATE OF YUCATAN)-SS.
CITY OF MERIDA)

[Signature]
AMERICAN CONSUL

Anthony J. Kleiber
Vice Consul of the United States of America

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of July, 2000, by Maria Odetta Solis de Echevarria ~~whom I~~ ~~personally know~~ ~~whom I~~ ~~personally know~~ who presented Mexican Passports as identification and who did/did not take an oath.

REPUBLIC OF MEXICO)
STATE OF YUCATAN)-SS.
CITY OF MERIDA)

[Signature]
AMERICAN CONSUL

Anthony J. Kleiber
Vice Consul of the United States of America

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of July, 2000, by Maria Cristina Erosa ~~whom I~~ ~~personally know~~ ~~whom I~~ ~~personally know~~ who presented Mexican Passports as identification and who did/did not take an oath.

REPUBLIC OF MEXICO)
STATE OF YUCATAN)-SS.
CITY OF MERIDA)

[Signature]
AMERICAN CONSUL

Anthony J. Kleiber
Vice Consul of the United States of America

REF: 19323M1070
REC:

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Tract 121, MIAMI GARDENS SUBDIVISION of Section 5, Township 52 South, Range 41 East, as recorded in Plat Book 2, at page 98 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southeast 1/4 of said Section 5, thence North 0 degrees 00 minutes 12 seconds West along the West line of the said Southeast 1/4 for 50.00 feet; thence North 89 degrees 56 minutes 23 seconds East along a line 50.00 feet North of and parallel with the South line of the Southeast 1/4 of said Section 5, said line being the North Right-of-way line of N. W. 183rd Street (Miami Gardens Drive) for 210.00 feet; thence North 0 degrees 00 minutes 12 seconds West, parallel with the said West line of the Southeast 1/4 of Section 5 for 150.00 feet to the Point of Beginning of the Tract of land hereinafter described; thence continue North 0 degrees 00 minutes 12 seconds West along the last described course for 173.28 feet; thence South 89 degrees 57 minutes 19 seconds West for 160.00 feet; thence South 0 degrees 00 minutes 12 seconds East, along a line 50 feet East of and parallel with the West line of the said Southeast 1/4, said line being the East Right-of-Way line of N. W. 42nd Avenue (LeJeune Road) for 173.32 feet; thence North 89 degrees 56 minutes 23 seconds East along a line parallel with the said South line of the Southeast 1/4 for 160.00 feet to the Point of Beginning.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

10412 SW 23RD TERRACE
MIAMI, FLORIDA 33165
(305) 389-8321 Telephone
(305) 222-1145 FAX
E-mail: cabrerapsm@aol.com

Cabrera Consulting Services

December 7, 2015

Mr. E.L. Waters, Principal
E.L. Waters and Company, LLC
12485 NW 195TH TERRACE
MIAMI, Florida 33015

Re: Isaiah S. Williams Jr. Development Center Final Plat

Subject: City of Miami Gardens Planning Dept. plat documents review

Dear Mr. Waters;

This letter shall serve to confirm that the above referenced Plat has been reviewed and approved for The subject property located along NW 183rd Street and NW 42nd Avenue.

Prepared by Lanes and Garcia, Inc. and it has been reviewed by a Florida licensed Professional Surveyor and Mapper and has been determined to be in accordance with Chapter 177.018 Florida Statutes.

Now they need to submit The original documents fully executed signed and sealed to the City.

Thank you for the opportunity to serve you and we look forward to working with you on this project.

Sincerely,

CABRERA CONSULTING SERVICES



Rafael R. Cabrera, P.S.M.

For the firm

ISAIAH S. WILLIAMS JR. DEVELOPMENT CENTER

BEING A REPLAT OF A PORTION OF TRACTS 121, 122, 123 AND 124 OF MIAMI GARDENS SUBDIVISION OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 96, TOGETHER WITH TRACT "A" OF EL DORADO PLAZA RECORDED IN PLAT BOOK 99, PAGE 88, ALL RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND LYING IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 41 EAST, CITY OF MIAMI GARDENS, MIAMI-DADE COUNTY, FLORIDA.
SEPTEMBER 2015

KNOW ALL MEN BY THESE PRESENTS:

THAT THE JPM CENTRE AT MIAMI GARDENS DRIVE, INC., A FLORIDA CORPORATION AND JESUS PEOPLE MINISTRIES, INC., A FLORIDA CORPORATION HAVE CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED "ISAIAH S. WILLIAMS JR. DEVELOPMENT CENTER", THE SAME BEING A REPLAT OF A PORTION OF TRACTS 121, 122, 123 AND 124 OF MIAMI GARDENS SUBDIVISION IN SECTION 5, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 2, AT PAGE 96, TOGETHER WITH TRACT "A" OF EL DORADO PLAZA AS RECORDED IN PLAT BOOK 99, AT PAGE 88, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

IN WITNESS WHEREOF:

THAT JESUS PEOPLE MINISTRIES, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY GLORIA F. WILLIAMS, ITS PRESIDENT, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____ OF 2015.

BY: _____
PRINT NAME: GLORIA F. WILLIAMS, PRESIDENT, JESUS PEOPLE MINISTRIES, INC.

WITNESS _____ WITNESS _____
PRINT NAME: _____ PRINT NAME: _____

IN WITNESS WHEREOF:

THAT THE JPM CENTRE AT MIAMI GARDENS DRIVE, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____, ITS PRESIDENT, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____ OF 2015.

BY: _____
PRINT NAME: GLORIA F. WILLIAMS, PRESIDENT, THE JPM CENTRE AT MIAMI GARDENS DRIVE, INC.

WITNESS _____ WITNESS _____
PRINT NAME: _____ PRINT NAME: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE } SS

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, GLORIA F. WILLIAMS, PRESIDENT, AUTHORIZED, DIRECTED AND EMPOWERED TO EXECUTE, ANY AND ALL DOCUMENTS OF JESUS PEOPLE MINISTRIES, INC., A FLORIDA CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED THE FOLLOWING AS IDENTIFICATION _____, TO BE THE PERSON HEREIN DESCRIBED AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER FREE ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2015

SIGNATURE OF AKNOWLEDGER: _____
PRINTED NAME OF AKNOWLEDGER: _____
NOTARY PUBLIC
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE } SS

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, _____, PRESIDENT, AUTHORIZED, DIRECTED AND EMPOWERED TO EXECUTE, ANY AND ALL DOCUMENTS OF THE JPM CENTRE AT MIAMI GARDENS DRIVE, INC., A FLORIDA CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED THE FOLLOWING AS IDENTIFICATION _____, TO BE THE PERSON HEREIN DESCRIBED AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2015
SIGNATURE OF AKNOWLEDGER: _____
PRINTED NAME OF AKNOWLEDGER: _____
NOTARY PUBLIC
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

MORTGAGE APPROVAL:

KNOW ALL MEN BY THESE PRESENTS: JP MORGAN CHASE BANK, N.A., A NATIONAL BANKING ASSOCIATION LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, OWNER OF THAT CERTAIN MORTGAGE RECORDED FEBRUARY, 16, 2012, AND RECORDED IN OFFICIAL RECORDS BOOK 28000, AT PAGE 3190, BEING IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE ABOVE DEDICATIONS.

IN WITNESS WHEREOF:

THAT JP MORGAN CHASE BANK, N.A., A NATIONAL BANKING ASSOCIATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____, ITS MANAGER MEMBER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____ OF 2015.

BY: _____ WITNESS: _____
PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ WITNESS: _____
PRINT NAME: _____

ACKNOWLEDGEMENT:

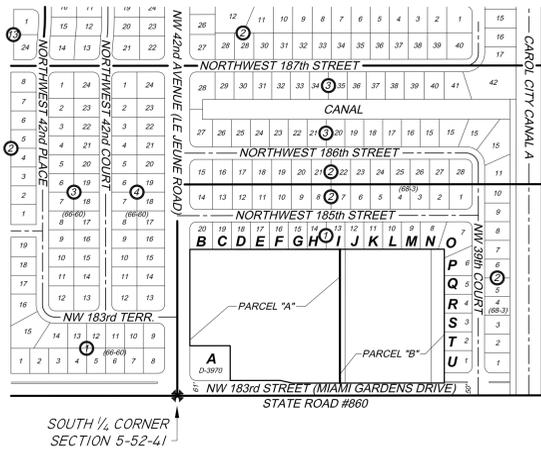
STATE OF FLORIDA
COUNTY OF MIAMI-DADE } SS

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, _____, AUTHORIZED, DIRECTED AND EMPOWERED TO EXECUTE, ANY AND ALL DOCUMENTS OF JP MORGAN CHASE BANK, N.A., A NATIONAL BANKING ASSOCIATION WHO IS PERSONALLY KNOWN TO ME OR PRODUCED THE FOLLOWING AS IDENTIFICATION _____, TO BE THE PERSON HEREIN DESCRIBED AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2015

SIGNATURE OF AKNOWLEDGER: _____
PRINTED NAME OF AKNOWLEDGER: _____
NOTARY PUBLIC
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

THE JPM CENTRE AT MIAMI GARDENS DRIVE, INC.

PREPARED BY:
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING AND MAPPING
385 ALHAMBRA CIRCLE, SUITE C, CORAL GABLES, FLORIDA 33134



LOCATION MAP

SCALE 1" = 300'
LYING IN THE SOUTHEAST 1/4 IN SECTION 5,
TOWNSHIP 52 SOUTH, RANGE 41 EAST
MIAMI-DADE COUNTY, FLORIDA

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MORTGAGE APPROVAL:

KNOW ALL MEN BY THESE PRESENTS: MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, OWNER OF THAT CERTAIN MORTGAGE RECORDED MAY 7, 2013, AND RECORDED IN OFFICIAL RECORDS BOOK 28616, AT PAGE 3483, BEING IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE ABOVE DEDICATIONS AND THAT CERTAIN MORTGAGE RECORDED MAY 7, 2013 AND RECORDED IN OFFICIAL RECORDS BOOK 28616, PAGE 3714 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

IN WITNESS WHEREOF:

THAT MIAMI-DADE COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____, ITS MANAGER MEMBER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____ OF 2015.
BY: _____ WITNESS: _____
PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ PRINT NAME: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE } SS

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, _____, AUTHORIZED, DIRECTED AND EMPOWERED TO EXECUTE, ANY AND ALL DOCUMENTS OF MIAMI-DADE COUNTY, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED THE FOLLOWING AS IDENTIFICATION _____, TO BE THE PERSON HEREIN DESCRIBED AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2015
SIGNATURE OF AKNOWLEDGER: _____
PRINTED NAME OF AKNOWLEDGER: _____
NOTARY PUBLIC
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

JESUS PEOPLE MINISTRIES, INC.

JP MORGAN CHASE BANK, N.A., A NATIONAL BANKING ASSOCIATION

MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

LEGAL DESCRIPTION:

PARCEL "A"

A PORTION OF TRACT 121 MIAMI GARDENS SUBDIVISION IN SECTION 5, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 2, AT PAGE 96 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 5, THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF THE SAID SOUTHEAST ONE-QUARTER (1/4) FOR 585.58 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 21 SECONDS EAST FOR 50.00 FEET TO THE POINT OF BEGINNING #1 OF A PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 57 MINUTES 21 SECONDS EAST FOR 181.25 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 41 SECONDS EAST FOR 212.25 FEET, THENCE SOUTH 89 DEGREES 57 MINUTES 19 SECONDS WEST FOR 21.40 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 12 SECONDS EAST FOR 173.28 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST FOR 160.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, ALONG A LINE 50 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SAID SOUTHEAST ONE-QUARTER (1/4) OF SECTION 5 FOR 385.57 FEET TO THE POINT OF BEGINNING #1.

TOGETHER WITH:

TRACT "A" OF EL DORADO PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 99, AT PAGE 88 OF THE PUBLIC RECORDS OF DADE COUNTY FLORIDA LESS AND EXCEPT: A PORTION OF TRACT "A" OF THE PLAT OF EL DORADO PLAZA, AS RECORDED IN PLAT BOOK 99, PAGE 88 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHEAST ONE-QUARTER (SE 1/4) IN SECTION 5, TOWNSHIP 52 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT "A" OF THE PLAT OF EL DORADO PLAZA; THENCE RUN N02°43'50"W, ALONG THE WEST LINE OF SAID TRACT "A" A DISTANCE OF 3.360 METERS (11.02 FEET) TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 3.360 METER (11.02 FEET) OF SAID TRACT "A"; THENCE RUN N87°12'50"E ALONG SAID NORTH LINE A DISTANCE OF 60.331 METERS (197.94 FEET); THENCE RUN S80°09'36"E A DISTANCE OF 15.372 METERS (50.43 FEET) TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "A" AND THE NORTH RIGHT-OF-WAY LINE OF MIAMI GARDENS DRIVE (N.W. 183RD STREET/STATE ROAD 860) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR SECTION 87503-2808, AS RECORDED IN ROAD PLAT BOOK 101 AT PAGE 95 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S87°12'50"W ALONG THE LAST DESCRIBED LINE A DISTANCE OF 75.334 METERS (247.16 FEET) TO THE WEST LINE OF SAID TRACT "A" AND THE POINT OF BEGINNING #2.

PARCEL "B"

PORTION OF TRACTS 122, 123 AND 124 OF "MIAMI GARDENS" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 50 FEET NORTH AND 645.61 FEET EAST OF THE SW CORNER OF THE SE 1/4 OF THE SAID SECTION 5; THENCE, EAST 414 FEET; THENCE NORTH 535.29 FEET; THENCE WEST 414 FEET; THENCE SOUTH 536.77 FEET, TO THE POINT OF BEGINNING #3

CITY OF MIAMI GARDENS PLAT RESTRICTIONS:

THE STREET AND AVENUE AS SHOWN ON THE ATTACHED PLAT, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY, AND FIRE HYDRANTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS THEIR SUCCESSORS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF, WHENEVER DISCONTINUED BY LAW.

OWNER'S PLAT RESTRICTIONS:

THE UTILITY EASEMENTS AS SHOW BY DASHED LINES ON THE ATTACHED PLAT, ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES

MAMI-DADE COUNTY PLAT RESTRICTIONS:

THAT INDIVIDUAL WELLS SHALL NOT BE PERMITTED WITHIN THIS SUBDIVISION EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS AND/OR AIR CONDITIONERS. THAT THE USE OF SEPTIC TANKS WILL NOT BE PERMITTED WITHIN THIS SUBDIVISION UNLESS APPROVED FOR TEMPORARY USE IN ACCORDANCE WITH COUNTY AND STATE REGULATIONS. THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES WITHIN THIS SUBDIVISION SHALL BE INSTALLED UNDERGROUND.

CITY OF MIAMI GARDENS APPROVAL:

THE FOLLOWING PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF MIAMI GARDENS, IN ACCORDANCE WITH SECTION 177.081(1) OF THE FLORIDA STATUTE, HAS REVIEWED THIS PLAT, THE TRACT AND OTHER FEATURES AS SHOWN ON THIS PLAT CONFORM TO CHAPTER 177, PART I, FLORIDA STATUTES.
CERTIFIED THIS _____ DAY OF _____, 2015

BY: _____
RAFAEL R. CABRERA, PSM NO. 5665 STATE OF FLORIDA.

SEAL
CITY

THIS PLAT WILL NOT RESULT IN THE REDUCTION IN THE LEVEL OF SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE MUNICIPALITY'S COMPREHENSIVE PLAN; THEREFORE, IT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION NO. _____ PASSED AND ADOPTED BY THE CITY OF MIAMI GARDENS, MIAMI-DADE COUNTY, FLORIDA THIS _____ DAY OF _____ A.D., 2015
ATTEST _____ BY _____
CITY CLERK MAYOR

MIAMI-DADE COUNTY APPROVAL:

THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CERTIFIES THAT THIS PLAT APPEARS TO CONFORM TO ALL THE REQUIREMENTS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE.
CERTIFIED THIS _____ DAY OF _____, A.D. 20__

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT OF ISAIAH S. WILLIAMS JR. DEVELOPMENT CENTER, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS DESCRIBED HEREON, AS RECENTLY SURVEYED UNDER MY SUPERVISION; ALSO THAT THE PERMANENT REFERENCE MONUMENTS WERE SET. THE SURVEY DATA SHOWN HEREON COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177 (PART I) ,FLORIDA STATUTES.

LANNES & GARCIA, INC. (LB #2098)
PROFESSIONAL SURVEYING AND MAPPING
385 ALHAMBRA CIRCLE, SUITE C, CORAL GABLES, FLORIDA 33134

BY: _____
FRANCISCO F. FAJARDO
PROFESSIONAL SURVEYOR AND MAPPER NO. 4767
STATE OF FLORIDA

SEAL
SURVEYOR

RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____ A.D. 2015, AT _____ M., IN BOOK _____ OF PLATS, AT PAGE _____ OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

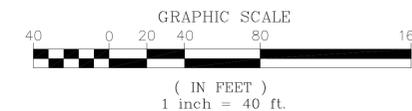
ATTEST: HARVEY RUVIN,
CLERK OF THE CIRCUIT OF COURT

BY: _____ DEPUTY CLERK

ISAIAH S. WILLIAMS JR. DEVELOPMENT CENTER

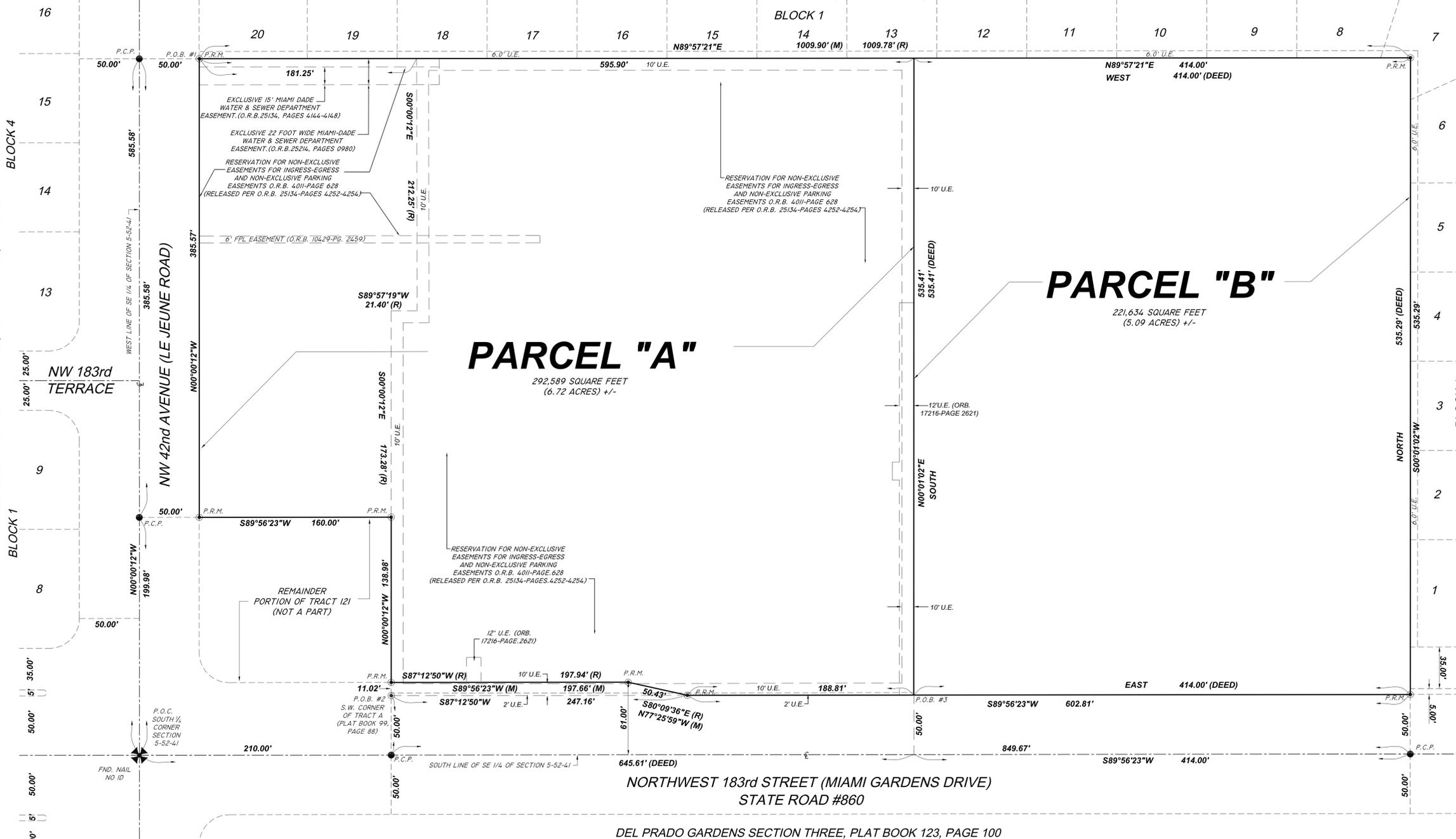
BEING A REPLAT OF A PORTION OF TRACTS 121, 122, 123 AND 124 OF MIAMI GARDENS SUBDIVISION OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 96, TOGETHER WITH TRACT "A" OF EL DORADO PLAZA RECORDED IN PLAT BOOK 99, PAGE 88, ALL RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND LYING IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 52 SOUTH, RANGE 41 EAST, CITY OF MIAMI GARDENS, MIAMI-DADE COUNTY, FLORIDA.
SEPTEMBER 2015

PREPARED BY:
LANNES & GARCIA, INC.
PROFESSIONAL SURVEYING AND MAPPING
385 ALHAMBRA CIRCLE, SUITE C, CORAL GABLES, FLORIDA 33134



REALSITE GARDENS SECTION ONE, PLAT BOOK 68, PAGE 3

BLOCK 1



PARCEL "A"

292,589 SQUARE FEET
(6.72 ACRES) +/-

PARCEL "B"

221,634 SQUARE FEET
(5.09 ACRES) +/-

CAROL CITY
FIRST ADDITION
PLAT BOOK 60
PAGE 19

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE OF N.W. 42nd AVENUE (LE JEUNE ROAD), HAVING A BEARING OF NORTH 00°00'12" WEST AS SHOWN ON THE "EL DORADO PLAZA" PLAT BOOK 99, AT PAGE 88, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (P.R.M.) L.B. NO. 2098
- PERMANENT CONTROL POINT (P.C.P.) L.B. NO. 2098
- CENTERLINE
- L.B. LICENSED BUSINESS
- No. NUMBER
- P.C.P. PERMANENT CONTROL POINT
- P.R.M. PERMANENT REFERENCE MONUMENT
- U.E. UTILITY EASEMENT
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____ A.D., 2015, AT _____ M., IN BOOK _____ OF PLATS, AT PAGE _____ OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

ATTEST: HARVEY RUVIN,
CLERK OF THE CIRCUIT OF COURT

BY: _____ DEPUTY CLERK



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
		X	<i>(Enter X in box)</i>	Public Hearing:	Yes	No	Yes
			<i>(Enter X in box)</i>		X		
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes		No	
			<i>(Enter X in box)</i>			X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X		Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input checked="" type="checkbox"/>				
			Communcation <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 AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT WITH OUTFRONT MEDIA FOR THE RELOCATION OF BILLBOARD SIGNS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens Code of Ordinances, Chapter 74, entitled "Signs" (the "Sign Code"), regulates the use and operation of signs throughout the City and currently prohibits billboard signs. However, Outfront Media currently owns and operates throughout the City several billboard signs erected prior to the enactment of the Sign Code.

Now, Outfront Media would like to relocate their legally existing, non-conforming billboard signs located within the City. The City has determined relocating these signs along the expressways and requiring Outfront Media to provide modern type billboard signs serves a public purpose by reducing the number of billboard signs located within the interior of the City.

Florida Statutes Section 70.20 (2002), authorizes municipalities to enter into “relocation and reconstruction agreements” allowing governmental entities to undertake public goals without the expenditure of public funds while allowing the continued maintenance of private investment and signage as a medium of commercial and non-commercial communication and authorizes such “relocation and reconstruction” of billboards by agreement, ordinance, or resolution. In accordance with this section, the City and Outfront Media would like to enter into a relocation and reconstruction agreement to relocate and/or reconstruct the billboard signs identified in the attached agreement with static and digital (LED) billboard faces and to place them along the expressways and away from the interior of the City.

Proposed Action:

It is recommended the City Council agree to allow Outfront Media to relocate the billboard signs referenced in the attached agreement

Attachment:

Attachment A – Relocation and Reconstruction Agreement with Outfront Media.

RESOLUTION NO. 2016_____

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2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,
6 RESPECTIVELY THAT CERTAIN AGREEMENT WITH
7 OUTFRONT MEDIA FOR THE RELOCATION OF BILLBOARD
8 SIGNS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT
9 "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK;
10 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
11 PROVIDING FOR AN EFFECTIVE DATE.
12

13 WHEREAS, Chapter 74 of the City's Code of Ordinances regulates the use and
14 operation of signs and prohibits billboards, and

15 WHEREAS, Outfront Media erected billboard signs in the City prior to the
16 adoption of the City's sign code, and

17 WHEREAS, Outfront Media desires to relocate its existing billboard signs, and

18 WHEREAS, Section 70.20 of the Florida Statutes, authorizes municipalities to
19 enter into agreements for the relocation and reconstruction of existing billboards, and

20 WHEREAS, City staff recommends that the City Council authorize the City
21 Manager to execute a Relocation Agreement with Outfront Media to relocate the
22 existing billboards along the expressways and away from the interior of the City,

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

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

28 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
29 hereby authorizes the City Manager and the City Clerk to execute and attest,
30 respectively that certain Agreement with Outfront Media for the relocation of billboard
31 signs, a copy of which is attached hereto as Exhibit "A".

32 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
33 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
34 be maintained by the City, and one to be delivered to Outfront Media.

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

37 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
38 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

VOTE: _____

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

BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT

THIS RELOCATION AND RECONSTRUCTION AGREEMENT (the "Agreement") is made as of the _____ day of _____ 2016, by and between the City of Miami Gardens (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, and Outfront Media LLC ("Outfront"), a Delaware corporation registered and authorized to do business in Florida.

WITNESSETH:

WHEREAS, Section 70.20, *Florida Statutes*, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, Outfront is engaged in the business of constructing, operating and maintaining billboard signs in Miami-Dade County, Florida and, in particular, within the City; and

WHEREAS, Outfront is the owner of several outdoor advertising signs located within the City, including, but not limited to, two lawfully erected, non-conforming sign structures (collectively, the "Existing Signs") located on a vacant parcel of land (Folio No. 34-2114-000-0220) adjacent to the Eastbound lanes of the Palmetto Expressway (the "Existing Sign Parcel"), as more particularly described in **Exhibit A** to this Agreement; and

WHEREAS, the Existing Signs may not meet current wind-load and other relevant engineering requirements of the City's land development code (the "LDC"), or other current statutory requirements; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current safety, engineering and wind-load requirements; and

WHEREAS, Outfront proposes to remove the Existing Signs and construct a double-face replacement sign (the "Replacement Sign") on one of the properties identified in Paragraph 3(A) below; and

WHEREAS, the Replacement Sign will meet all current safety, engineering and wind-load requirements of the LDC and applicable State sign regulations; and

WHEREAS, the City desires to allow Outfront to remove the Existing Signs and reconstruct the Replacement Sign pursuant to §70.20, *Florida Statutes*, and this Agreement; and

WHEREAS, the City and Outfront desire to enter into this Agreement, establishing the terms and conditions under which Outfront will be permitted to remove the Existing Signs, and to construct and maintain the Replacement Sign; and

NOW THEREFORE, for and in consideration of the above recitals and the mutual exchange of the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and Outfront do hereby agree as follows:

1. Recitals. The foregoing recitals express the intent of the parties and are incorporated herein as contractual terms, and not merely recitals.

2. Waiver of Compensation. Outfront expressly waives any right to receive from the City just compensation for removal pursuant to this Agreement of the billboard sign faces and supporting structures associated with the Existing Signs whether such claim for just compensation is predicated on Florida Statutes, the Florida Constitution or the United States Constitution.

3. The New Sign.

A. Location. The Existing Signs will be completely removed and the Replacement Sign constructed as one double-face sign, located on one of the following two properties: (i) 16700 NW 17th Avenue, Miami Gardens, Florida (Folio No. 34-2110-001-4060) (the “17th Avenue Site”); and (ii) 16600 NW 25th Avenue, Miami Gardens, Florida (Folio No. 34-2115-002-0010) (the “25th Avenue Site”) (the “New Sign Location”), each as depicted in the site plans for the respective properties attached hereto as **Composite Exhibit B**. Selection of the 17th Avenue Site or the 25th Avenue Site for construction of the Replacement Sign shall be in the sole discretion of Outfront. The Replacement Sign shall be constructed in accordance with the Operational Requirements for Digital Billboards outlined in **Exhibit C** to this Agreement.

B. Permits and Construction. Outfront shall be responsible for obtaining and paying for all required building permits and approvals to remove the Existing Signs and to erect and maintain the Replacement Sign, including any necessary permits or approvals from the Florida Department of Transportation (“FDOT”), or any other State or local agency or department. The City shall issue all necessary permits for removal of the Existing Signs and erection of the Replacement Sign within thirty (30) days after submission of a complete permit application(s) by Outfront, including any necessary engineering and construction plans or specifications demonstrating compliance with all applicable building and electrical codes. The City shall cooperate with and assist Outfront in obtaining any necessary permits and/or approvals from the FDOT (or any other State or local agency or department) for the removal of the Existing Signs and/or the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for Outfront to obtain all such permits or approvals.

C. Description. The City and Outfront agree that the size, type, height and location of the Replacement Sign shall be measured pursuant to, and shall comply with the applicable provisions of, Chapter 479, *Florida Statutes*, the related Florida Administrative Code provisions and any other applicable FDOT regulations (collectively, the “State Sign Regulations”). Without limiting the generality of the foregoing, Outfront shall have the right to utilize LED facing or any other type of automatic changeable facing permitted by the State Sign Regulations, as they may be amended from time to time.

D. Repair and Maintenance. Upon completion, and provided it complies with the applicable provisions of the State Sign Regulations, the Replacement Sign shall be deemed a conforming sign in all respects under the City's current LDC for the purpose of future maintenance, repair and replacement.

4. Sign Removal. Contemporaneously with the submission of Outfront's permit application to the City for construction of the Replacement Sign, Outfront shall also apply for demolition permits for the Existing Signs, which permits the City shall issue after submission of complete permit applications for same. Outfront shall demolish the Existing Signs, remove all sign debris, and dispose of same in accordance with applicable regulations of the City's LDC, prior to or contemporaneous with erection of the Replacement Sign.

Outfront shall have no obligation to demolish or remove the Existing Signs unless and until it has obtained all necessary permits and approvals from the City and FDOT for construction and maintenance of the Replacement Sign. In the event that Outfront is unable to obtain all necessary permits and approvals

for the construction and maintenance of the Replacement Sign, Outfront shall be relieved of any obligation under this Agreement to remove the Existing Signs, and shall have the right to terminate this Agreement upon thirty (30) days written notice to the City.

5. Payments. In order to offset the expense to the City of negotiating, adopting and implementing this Agreement, and in consideration for the opportunity for Outfront to relocate and reconstruct the Existing Signs, Outfront agrees to pay the City as follows:

- (i) All required and customary City building permit fees; and
- (ii) A one-time payment in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), payable within thirty (30) days after issuance of all required permits for the Replacement Sign (the "Site Approval Fee"); and
- (iii) Annual payments in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) for each face of the Replacement Sign (the "Annual Fee"), so long as each such sign face remains installed and operational. The first such annual payment(s) shall be paid within thirty (30) days after the issuance of all required permits for the Replacement Sign. Thereafter, Outfront shall pay the City \$15,000.00 annually per sign face on or before the anniversary of the first such payment.
- (iv) In the event that, in Outfront's sole opinion, any of the following occurs with respect to the Replacement Sign (or either face thereof) or the New Sign Location: (a) Outfront is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) any federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the New Sign Location for outdoor advertising purposes; (c) the Replacement Sign (or either face thereof) becomes entirely or partially obstructed or destroyed; (d) the view of the Replacement Sign (or either face thereof) is obstructed or impaired in any way by any object or growth on the New Sign Location or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Replacement Sign; (f) Outfront is prevented from maintaining electrical power to the New Sign Location or illuminating the Replacement Sign (or either face thereof); (g) Outfront finds that, in Outfront's sole opinion, the continued maintenance/operation of the Replacement Sign (or either face thereof) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to the Replacement Sign or New Sign Location; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then in Outfront's sole and absolute discretion, Outfront shall have the right to relocate the Replacement Sign to, and reconstruct the Replacement Sign on, another location along an expressway within the City ("Alternate Sign Location"), which location shall be acceptable to and approved by the City, which approval shall not be unreasonably withheld or delayed. If an Alternate Location cannot be mutually agreed to between the City and Outfront, then Outfront shall be entitled to remove that Replacement Sign (or either face thereof) at Outfront's sole option and this Agreement shall be deemed terminated. However, so long as the Replacement Sign is erected, Outfront shall still be responsible for payment of the Annual Fee(s) as set forth in this Paragraph 5 above as to such face(s) that remains, if any.

Except as expressly provided in this Agreement, Outfront shall not have any additional or further obligation for payment of any fees, costs or expenses to the City for the right to erect, operate and/or maintain the Replacement Sign.

6. Community Project Contribution:

Outfront shall make annual payments in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) for each face of the Replacement Sign (for a total of \$10,000.00 annually), for the use and/or benefit of a City-selected charity or community program, as designated by the City from time to time (the "Charitable Contribution"). The Charitable Contribution shall be paid by Outfront to the City within thirty (30) days after issuance of all necessary permits. Outfront does not expect and shall not be entitled to any public recognition or credit for the Charitable Contribution, and the City is free to allocate or donate the Charitable Contribution in its own name. The Charitable Contribution shall be paid for each face of the Replacement Sign for so long as each such sign face shall remain installed and operational.

7. Non-Monetary Consideration: In addition to the financial payments set forth in Paragraph 4 above, Outfront further agrees as follows:

(a) Outfront will make the Replacement Sign available (by adding an additional flip) for the dissemination of public service information as follows: (a) during times of declared weather emergencies affecting the City, Outfront will make one flip on each face of the Replacement Sign available for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the applicable governmental agency/agencies; and (b) Outfront will make one flip on each face of the Replacement Sign available for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), or such other law enforcement agency that may from time to time be responsible for issuance of same, when it is determined, pursuant to guidelines and procedures already in place between the FDLE (or such other agency/agencies) and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction; (c) Outfront will make one flip on each face of the Replacement Sign available for City-sponsored event announcements and non-commercial public service announcements. The City shall be responsible, at its sole cost, for providing Outfront with approved public service announcement copy, which may be updated by the City at any time, and which shall be in such format as designated by Outfront from time to time. The City shall be responsible for providing Outfront with such copy at least thirty (30) days prior to the date of requested publication; and

(b) Locally operated City businesses will be given a ten percent (10%) discount off standard rates for advertising time purchased on the Replacement Sign.

8. Indemnity. This Agreement contemplates the removal of existing billboard signs in exchange for Outfront's right to erect, install, operate and maintain a new billboard sign in accordance with the terms and conditions set forth in this Agreement. It is recognized and understood that Outfront may have lease agreements with a property owner or property owners relating to the Existing Signs that Outfront is voluntarily obligating itself to remove under the terms of this Agreement. The City is unaware of nature, terms or extent of Outfront's termination rights under those lease agreements. Consequently, Outfront agrees to indemnify the City from any lawsuit, and shall defend with counsel selected by Outfront and approved by the City (which approval shall not be unreasonably withheld), and hold the City, its officers and employees harmless against any claim asserted by an affected property owner arising from the removal of the Existing Signs (or either of them) after the date of, and pursuant to, this Agreement.

Additionally, in the event of litigation or an administrative proceeding concerning the validity or enforceability of this Agreement brought by any third party, Outfront shall indemnify and hold the City, its officers and employees harmless from any such litigation or administrative proceeding and shall defend with counsel selected by Outfront and approved by the City, which approval shall not be unreasonably withheld. In the event a third party brings any challenge either to this Agreement as a whole or to any application for permits or approvals under this Agreement, the City shall promptly notify Outfront of such challenge; but in any event the City shall notify Outfront no later than 10 business days after the date the City first learns of any such challenge. The City shall not voluntarily join or assist such third party challenge in any fashion, nor shall the City take any position adverse to Outfront, the validity of this Agreement (or any portion thereof) or any rights of Outfront hereunder. The City will cooperate and reasonably assist Outfront in opposing any such third party challenge. In the event any of Outfront's rights under this Agreement are impaired by virtue or as a result of any such third party challenge, Outfront shall have the right, in its sole discretion, to remove the Replacement Sign (or either face thereof) in resolution of such challenge, in which event Outfront shall be relieved of any future payment obligations to the City under this Agreement with respect to the Replacement Sign or sign face removed. Outfront shall not have the right to erect any additional billboards, and the City shall not have any further obligations to Outfront under this Agreement with respect to any sign or sign face removed pursuant to this paragraph. In the event the City opposes removal by Outfront of the Replacement Sign (or one face of the Replacement Sign) pursuant to this paragraph, the City may elect to pay all costs of defense of such third party challenge with the cooperation of Outfront, but at no cost or expense to Outfront. In such event the City shall indemnify and hold Outfront, its officers and employees harmless from any claims, costs, fees, expenses or judgments relating to or arising out of such third party challenge.

9. Complete Understanding. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto (if any), constitute the full and complete agreement between the parties hereto with respect to the matters covered herein to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement.

10. Amendment. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

11. Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be hand-delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

If to City:

City of Miami Gardens
Attn.: Mayor
18605 NW 27th Avenue
Miami Gardens, Florida 33056

With copies to:

City Attorney
City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, Florida 33034

If to Outfront:

Outfront Media LLC
Attn: Jon R. Campbell, VP of Real Estate SE
2699 Lee Road, Suite 230
Winter Park, Florida 32789

and

Outfront Media LLC
Attn: David Posy, Esq.
General Counsel
405 Lexington Avenue
New York, NY 10147

With copies to:

William G. McCormick, Esq.
Gray Robinson, P.A.
401 E. Las Olas Boulevard
Suite 1000
Ft. Lauderdale, Florida 33301

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date/time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance herewith, and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

12. Default. In the event any party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party or parties written notice of same pursuant to this Agreement. The defaulting party or parties shall have fifteen (15) business days from the receipt of such notice to cure the default or, if the default cannot be cured within fifteen (15) business days, to commence and diligently pursue a cure. If the defaulting party or parties timely cure the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party or parties do not timely cure such default, the non-defaulting party or parties shall be entitled to pursue its/their remedies available at law or equity.

13. Severability. The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default hereunder. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or

unenforceable as a result of any third party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid and/or unenforceable, resulting in the forced removal of the Replacement Sign, the parties shall be released from any further obligations hereunder and shall be returned to their respective positions as they existed just prior to the execution of this Agreement.

14. Controlling Law and Venue. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida as to state court actions, and in the United States District Court for the Southern District of Florida as to federal court actions, to the exclusion of any other venue.

15. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.

16. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby by any other party or parties, shall not be deemed a waiver of any right or remedy that said party may have as a result thereof, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

17. Successors and Assigns. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. Outfront shall not assign this Agreement, or any part thereof, to any third party without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Outfront may freely assign, without prior City approval, this Agreement, or any rights of Outfront hereunder, to an entity that controls, is controlled by or under common control with Outfront, or to a party who purchases title to the subject Replacement Signs, or either of them. In the event of any such assignment, the assignee(s) shall execute an agreement to be bound by the terms and conditions of this Agreement. Nothing contained herein shall preclude Outfront from collaterally assigning its interests under this Agreement to an established financial institution as, and part of, a bona fide loan transaction.

18. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement.

19. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the City and Outfront, and this Agreement, including, without limitation, the Exhibits (if any), shall not be deemed to have been prepared by any one party but, rather, by all equally.

20. No Third Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred herein, and no private right of action is intended to be created by this Agreement in any third party.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

22. Term. It is the intent of the parties hereto that the term of this Agreement be perpetual, subject only to the termination rights expressly set forth herein. Upon the effective date of any termination of this Agreement, the Replacement Sign shall be removed and the parties shall be relieved of any further obligations under this Agreement..

23. Present and Future Billboard Regulations. Outfront shall comply with and be bound by all State and federal regulations governing the construction, operation and maintenance of the Replacement Sign. Outfront shall similarly comply with and be bound by all applicable City sign regulations regarding Billboard Signs, to the extent that said sign regulations are not contrary to the provisions of this Agreement and do not materially impair Outfront's rights hereunder. Should the City amend its LDC or other applicable sign code provisions to permit the erection and maintenance of LED or other automatic changeable message facing billboards on terms more favorable (in Outfront's sole opinion) than those set forth herein, Outfront shall have the right to terminate this Agreement upon thirty (30) days written notice and elect to instead be governed by and comply with the terms of the amended LDC. The City acknowledges and agrees that the Existing Signs listed on Exhibit "A" are legally nonconforming billboards under the City Code (the "Legal Nonconforming Billboards").

- SIGNATURES APPEAR ON FOLLOW PAGES -

IN WITNESS WHEREOF, the City and Outfront have executed or caused their duly authorized representatives to execute this Agreement.

CITY OF MIAMI GARDENS

By: _____
Mayor

Dated: _____, 2016

Attest:

City Clerk

Dated: _____, 2016

Approved as to legal form:

City Attorney

Dated: _____, 2016

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of THE CITY OF MIAMI GARDENS, on behalf of the City. He/She [] is personally known to me, or [] produced _____ as identification.

NOTARY PUBLIC, State of Florida

Printed Name of Notary

My commission expires:



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		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		X	
Funding Source:	General Fund- IT		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> N/A				
		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>Information Technology Department</i>				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES INC., FOR MAINTENANCE SUPPORT AND LICENSES FOR THE EDEN SOFTWARE PACKAGE IN THE AMOUNT NINETY-ONE THOUSAND, SEVEN HUNDRED SIXTY SIX DOLLARS AND SIX CENTS (\$91,766.06), FOR FISCAL YEAR 2016; WAIVING THE COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In November 2005, the City Council adopted a Resolution, which authorized the purchase of the Tyler Technologies' Enterprise Resource System (ERP) – EDEN. EDEN is the now the backbone by which the

HR, Finance, Procurement, Building and Code Departments operate. The EDEN software package is deeply ingrained in the business processed of almost every other City Department/Division's operations. The first five (5) years of maintenance and licenses were negotiated not to exceed 5% of the previous year. The current cost for maintenance is an increase of less than 1% increase above last year's cost. The time has come for the City to renew annual maintenance support and licenses for the EDEN software package. EDEN software is a propriety software system and therefore the only company that can service and maintain the ERP system is Tyler EDEN.

For FY 2016, the annual cost for software maintenance is \$91,766.06.

Fiscal Impact

\$100,200 is budgeted in FY 2016 for this item. This will provide a savings of \$8,434 in line item 493.

Proposed Action:

That the City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Tyler Technologies for the maintenance support and licenses of the EDEN software package in an amount of \$91,766.06.

Attachment:

Attachment A: Tyler Technologies Quote

1 RESOLUTION NO. 2016_____

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER TO ISSUE A PURCHASE ORDER TO TYLER
6 TECHNOLOGIES INC., FOR MAINTENANCE SUPPORT AND
7 LICENSES FOR THE EDEN SOFTWARE PACKAGE IN THE
8 AMOUNT NINETY-ONE THOUSAND, SEVEN HUNDRED SIXTY
9 SIX DOLLARS AND SIX CENTS (\$91,766.06), FOR FISCAL YEAR
10 2016; WAIVING THE COMPETITIVE BIDDING REQUIREMENTS;
11 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
12 PROVIDING FOR AN EFFECTIVE DATE.

13
14 WHEREAS, on December 14, 2005, the City Council adopted Resolution 2005-
15 169-346, which authorized the City Manager to execute an agreement for the purchase
16 of the EDEN software package, and

17 WHEREAS, Tyler Technologies is the sole source provider, as EDEN software is
18 propriety system, and

19 WHEREAS, it is necessary for the City to renew the annual maintenance support
20 and licenses for the use of EDEN software, and

21 WHEREAS, City staff is recommending that the City Council waive the
22 competitive bidding requirements because EDEN is a sole source for this purchase, and

23 WHEREAS, the cost for the software maintenance and licenses is Ninety-One
24 Thousand, Seven Hundred Sixty Six Dollars and Six Cents (\$91,766.06),

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

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

30 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
31 hereby authorizes the City Manager to issue a purchase order to Tyler Technologies

32 Inc., for maintenance support and licenses for the EDEN software package in the
33 amount Ninety-One Thousand, Seven Hundred Sixty Six Dollars and Six Cents (\$91,
34 766.06), for fiscal year 2016; and further authorizes a waiver of the competitive bidding
35 requirements.

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 _____, 2016.

40

41

42

OLIVER GILBERT, III, MAYOR

43

44

45

46 **ATTEST:**

47

48

49

RONETTA TAYLOR, MMC, CITY CLERK

50

51

52

53 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

54

55

56 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

57

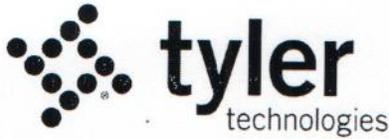
58 Moved by: _____

59

60 **VOTE:** _____

61

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



Remittance: 109 of 202
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-147636	12/01/2015	1 of 3

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

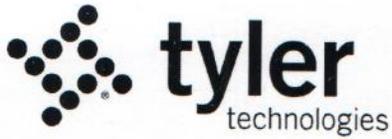


Bill To: City of Miami Gardens
 Accounts Payable
 18605 NW 27th AVE.
 Miami Gardens, FL 33056-3106

Ship To: City of Miami Gardens
 Accounts Payable
 18605 NW 27th AVE.
 Miami Gardens, FL 33056-3106

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5201	71255		USD	NET30	12/31/2015

Date	Description	Units	Rate	Extended Price
Contract No.: MIAMI GARDENS, CITY OF				
	Accounts Receivable Support	1	2,099.42	2,099.42
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Applicant Tracking Support	1	1,312.13	1,312.13
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Bid & Quote Support	1	1,312.13	1,312.13
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Budget Preparation Support	1	1,312.13	1,312.13
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	CASS Support	1	2,518.84	2,518.84
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Contract Management Support	1	1,312.13	1,312.13
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Custom Reports Support	1	2,745.53	2,745.53
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Data Dictionaries/Menu Support	1	1,457.93	1,457.93
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Disaster Recovery Support	1	13,109.44	13,109.44
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	LaserFiche interface Support	1	3,173.73	3,173.73
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Forms Support	1	1,049.72	1,049.72
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Forms Support	1	3,324.08	3,324.08
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	GL/AP/PG Support	1	5,248.56	5,248.56
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	GASB Support	1	2,099.42	2,099.42
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Human Resources Support	1	2,624.27	2,624.27
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Licensing Support	1	3,149.14	3,149.14
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Parcel Manager Support	1	874.75	874.75
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Payroll Support	1	5,831.71	5,831.71
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			



Remittance: ^{110 of 202}
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-147636	12/01/2015	2 of 3

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Bill To: City of Miami Gardens
 Accounts Payable
 18605 NW 27th AVE.
 Miami Gardens, FL 33056-3106

Ship To: City of Miami Gardens
 Accounts Payable
 18605 NW 27th AVE.
 Miami Gardens, FL 33056-3106

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5201	71255		USD	NET30	12/31/2015
Date	Description		Units	Rate	Extended Price
	Permits & Inspections Support Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	4,373.79	4,373.79
	Position Budgeting Support Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	874.75	874.75
	Project Accounting Support Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	3,673.99	3,673.99
	Requisitions Support Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	524.85	524.85
	State Package Support Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	1,457.93	1,457.93
	Tyler Output Processing Support Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	1,581.47	1,581.47
	CORE Cashiering Support - 1 Station Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	3,499.03	3,499.03
	CORE Cashiering Support - 1 Station Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	1,983.87	1,983.87
	Crystal Reports Site License Support Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	1,166.36	1,166.36
	Accounts Payable Support Web Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	793.83	793.83
	Bid & Quote Support Web Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	793.83	793.83
	Human Resources Support Web Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	874.75	874.75
	Licensing Support Web Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	874.75	874.75
	Permits & Inspections Support Web Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	874.75	874.75
	BMI Asset Tracking Interface Support Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	753.61	753.61
	OSDBA Support Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016		1	13,109.44	13,109.44



111 of 202
Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-147636	12/01/2015	3 of 3

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Bill To: City of Miami Gardens
 Accounts Payable
 18605 NW 27th AVE.
 Miami Gardens, FL 33056-3106

Ship To: City of Miami Gardens
 Accounts Payable
 18605 NW 27th AVE.
 Miami Gardens, FL 33056-3106

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5201	71255		USD	NET30	12/31/2015

Date	Description	Units	Rate	Extended Price
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Comments: Discovery & OSDBA 20%

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	91,766.06
Sales Tax	0.00
Invoice Total	91,766.06



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 13, 2016		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance X	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading X		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	
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					
Sponsor Name	Erhabor Ighodaro, Council Member		Department:	<i>Office of the Mayor & 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.

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. 2016_____

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 _____, 2016.

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

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 _____, 2016.

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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:	January 13, 2016		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		
Funding Source:			Advertising Requirement:	Yes	No	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 <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: N/A			
		X					
Sponsor Name:	Cameron Benson, City Manager		Department:	Development Services			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY 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 feet 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

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

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

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

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

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

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

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

23 PASSED ON FIRST READING ON THE 9TH DAY OF DECEMBER, 2015.

1 PASSED ON SECOND READING ON THE ____ DAY OF _____,
2 2016.

3 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
5 _____, 2016.

6
7 _____
8 OLIVER GILBERT, III, MAYOR
9

10
11 **ATTEST:**

12
13
14 _____
15 RONETTA TAYLOR, MMC, CITY CLERK
16

17
18 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
19

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21 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER
22

23
24 Moved by: _____
25 Second by: _____
26

27 **VOTE:** _____
28

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

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37

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

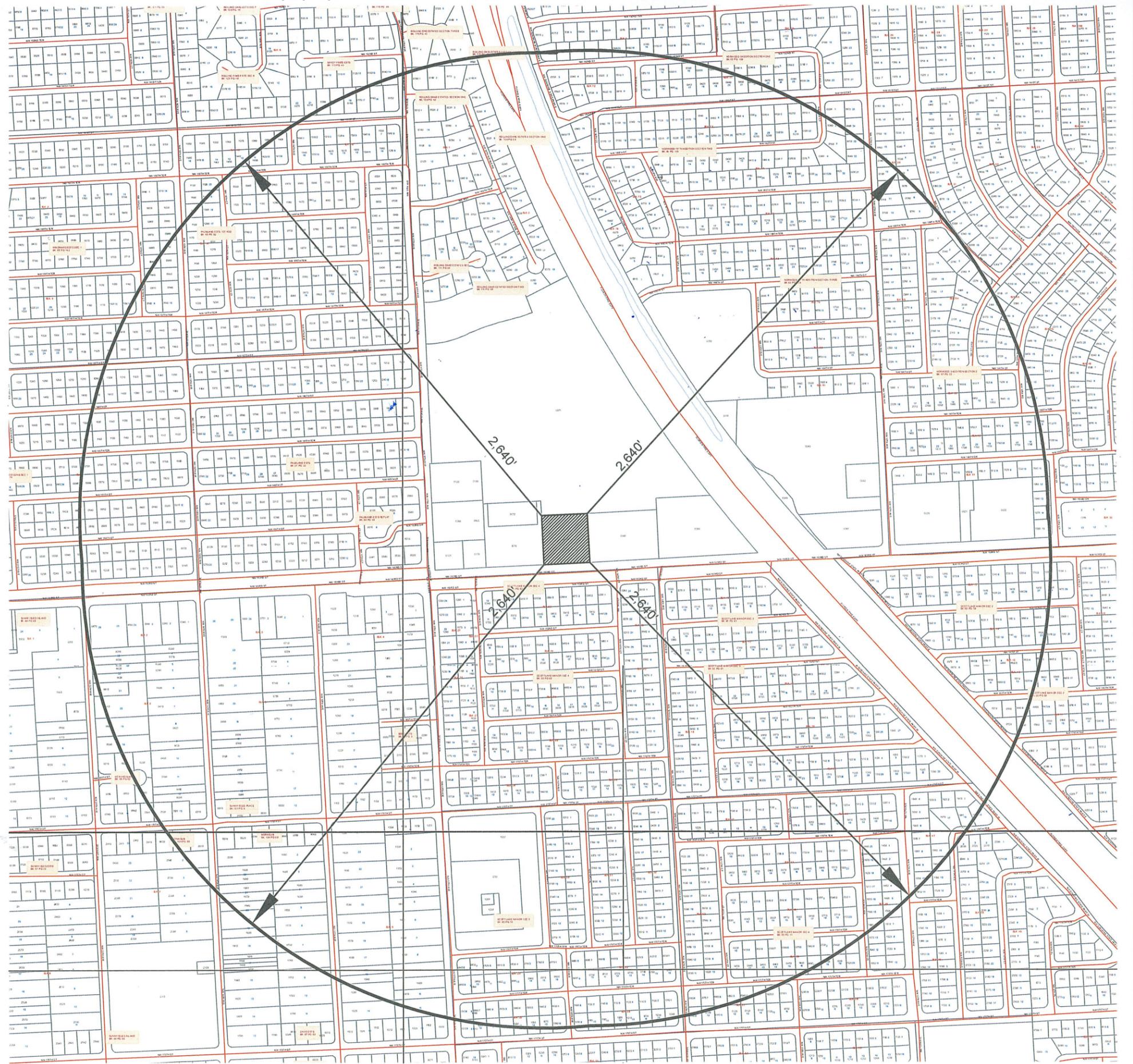
FOR: SPIRIT OF CHRIST CENTER AND MINISTRIES INC.

ORDER NUMBER: 150501

DATE: May 7, 2015



SCALE: 1"= 600'

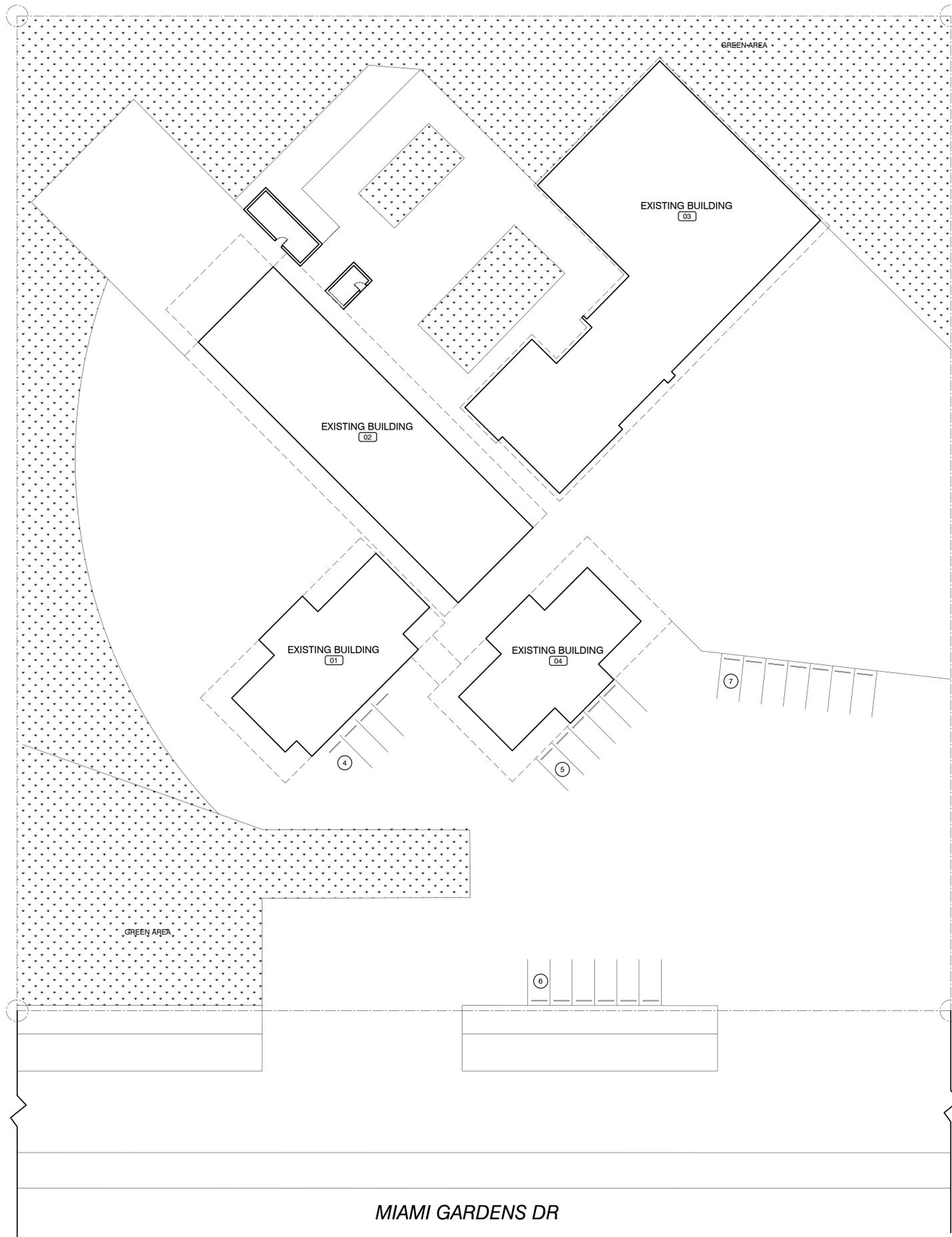


The Zoning Specialists Group, Inc.
7729 NW 146th Street
Miami Lakes FL 33016
Ph: (305)828-1210
www.thezoningspecialistsgroup.com

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



EXISTING SITE PLAN

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

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

REVISIONS DATES:



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
 architects - interior designers
 engineers - construction managers

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PROJECT



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

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

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

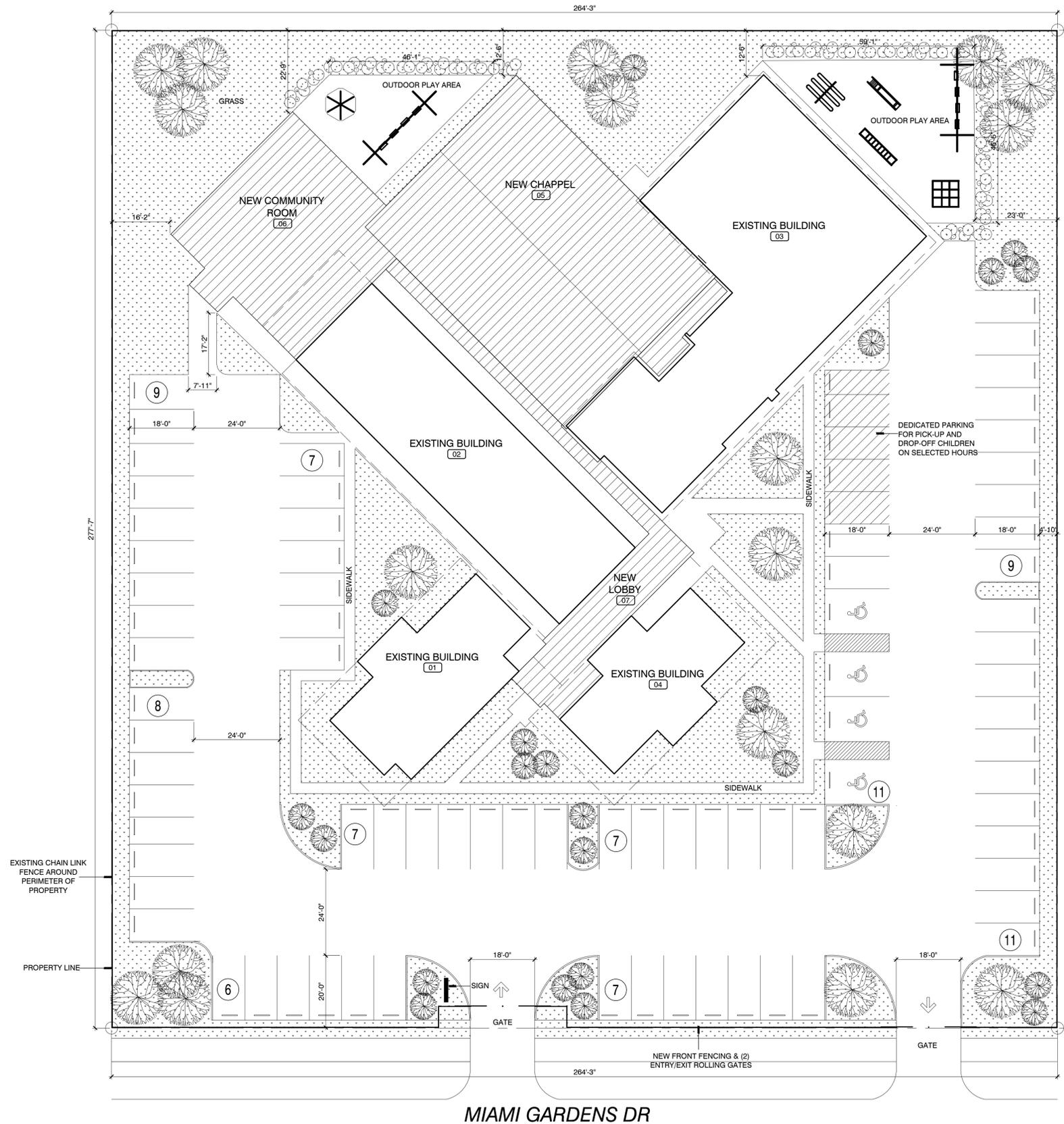
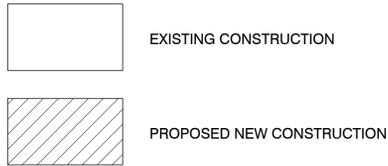
Covenant Associations

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

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
1/16" = 1'-0"

01

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:

PROFESSIONAL SEAL



RICHARD HARRIS SIMON #AB0014384
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.

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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

12,500 cf

30% 10,800 cf
RES. 1372-5-58
COND. 2

52
41

N

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

GU

SP. 11-58
DPT. 11-58

Misc. 1958

SP. 11-58
DPT. 11-58

SP. 11-58
DPT. 11-58

RES. 10767
(D.P.L.)

9/260

61

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. 4-1711. If no answer, Un. 6-4416
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 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.

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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](#)

[Back to Top](#) [Back](#)

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. 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

STANLEY LEWIN
NAME

69-388
NUMBER

1545 NW. 183rd Street
LOCATION

YEAR	NAME	REQUEST	7B	7C	CC
1. 1969	REBECCA LEWIS	z/c TO RU-1		Denial	Denial
2.					
3. 1963	R.L. LEWIS	z/c TO RU-4		withdrawn w/o/p	
4.					
5. 1961	R.L. LEWIS	z/c			Denial
6.					
7. 1958	R.L. LEWIS	z/c TO RU-1		approved	
8.					
9. 1958	R.L. LEWIS	z/c TO RU-1		withdrawn	
10.					
11. 1958	ROBERT B. STANLEY	Spec. Permit for Sigsbee		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 LISTP. H. NO: 69-3881. 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 structureY N N/A Special Questionnaire (2) for special usesY 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. PROPERTYY 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 Setbacks
- Y N Density
- Y N Spacing
- 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?
- Y N Coverage
- Y N Height
- Y N Parking
- Y N Landscaping

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

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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. L.R.
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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7. That the uses being conducted on the premises are week days only, Monday through Friday inclusive.
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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
SOUTH WEST $\frac{1}{4}$ 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 <i>S</i>	✓			
Leonard Levenstein	✓			
Betty S. Page				✓
Roger Shaw	✓			
H. H. Wood <i>M</i>	✓			
ANDREW LEE	✓			

8 0 1

iw

166 of 202
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:

Ronald W. 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.
LAND SURVEYOR
FOR
STAN LEVIN

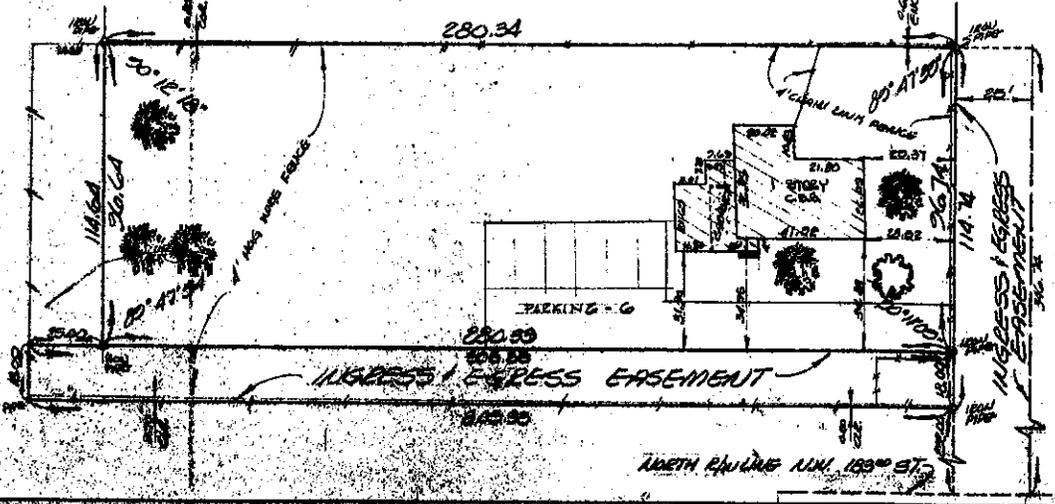
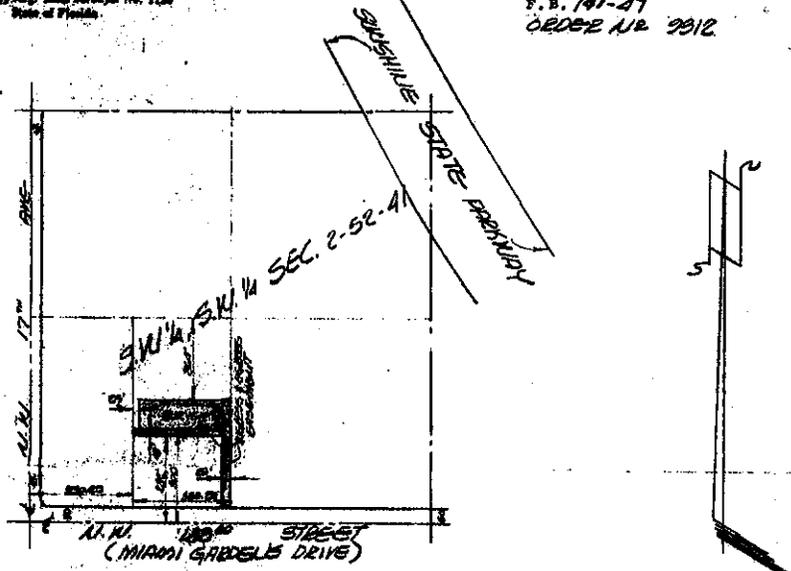
I HEREBY CERTIFY that the above herein
represented survey was made after due diligence and in
true accordance.

J. Manning
J. Manning Reg. Land Surveyor No. 1238
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.

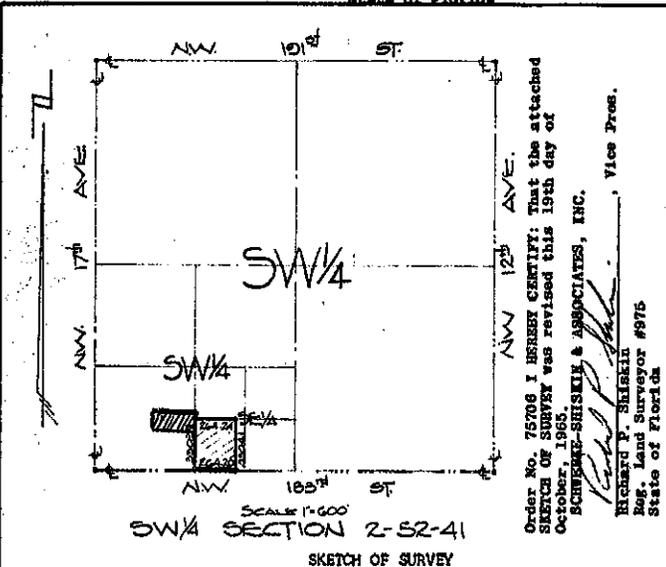
33495

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.

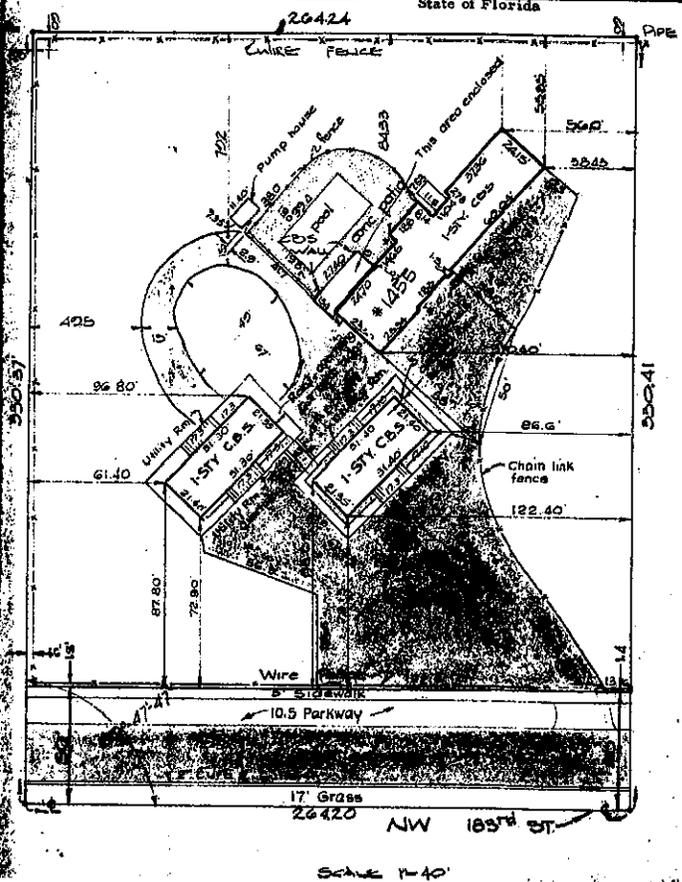
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
Richard P. Shiskin Vice Pres.
Richard P. Shiskin
Reg. Land Surveyor #975
State of Florida

The West 2/5 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of 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



Scale 1"=40'

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:	January 13, 2016		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 NEW WAY FELLOWSHIP PRAISE AND WORSHIP CHURCH, INC. FOR THE REZONING OF PROPERTY LOCATED AT NW 167TH STREET AND NW 22ND AVENUE, MIAMI GARDENS, FLORIDA MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FROM PCD, PLANNED CORRIDOR DEVELOPMENT TO R-1, SINGLE FAMILY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVING A SEVERABILITY CLAUSE; PROVIDING INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

Item N-2) Quasi-Judicial
Ordinance/ Second Reading
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

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

4 Section 2. APPROVAL: The City Council of the City of Miami Gardens,
5 Florida hereby approves the application submitted by Applicant for the rezoning
6 of that certain property located at N.W. 167th street and N.W. 22nd Avenue from
7 Planned Corridor Development to R-1, Single Family.

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

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

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

17 PASSED ON FIRST READING ON THE 9TH DAY OF DECEMBER, 2015.

18 PASSED ON SECOND READING ON THE ____ DAY OF _____,
19 2016.

20 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
21 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
22 _____, 2016

23

1
2 _____
3 OLIVER GILBERT, III, MAYOR
4

5 **ATTEST:**
6

7
8 _____
9 RONETTA TAYLOR, MMC, CITY CLERK
10

11
12 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
13

14
15 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER
16

17
18 Moved by: _____
19

20 Second by: _____
21

22 **VOTE:** _____

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

30
31

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



November 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 November 2015

Monthly Comparison	October 2015	November 2015	% Change	November 2014	November 2015	% Change
Criminal Homicide	1	0	-100%	0	0	0%
Forcible Rape	4	2	-50%	4	2	-50%
Robbery	11	16	45%	17	16	-6%
Aggravated Assault	34	49	44%	52	49	-6%
Burglary	78	73	-6%	95	73	-23%
Theft from Motor Vehicle	90	82	-9%	75	82	9%
Larceny (All Other)	151	141	-7%	139	141	1%
Motor Vehicle Theft	43	42	-2%	37	42	14%
Total	412	405	-2%	419	405	-3%

Year to Date	2014	2015	% Change
Criminal Homicide	11	18	64%
Forcible Rape	20	18	-10%
Robbery	195	198	2%
Aggravated Assault	431	406	-6%
Burglary	940	733	-22%
Theft from Motor Vehicle	790	891	13%
Larceny (All Other)	1976	1779	-10%
Motor Vehicle Theft	456	400	-12%
Total	4819	4443	-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

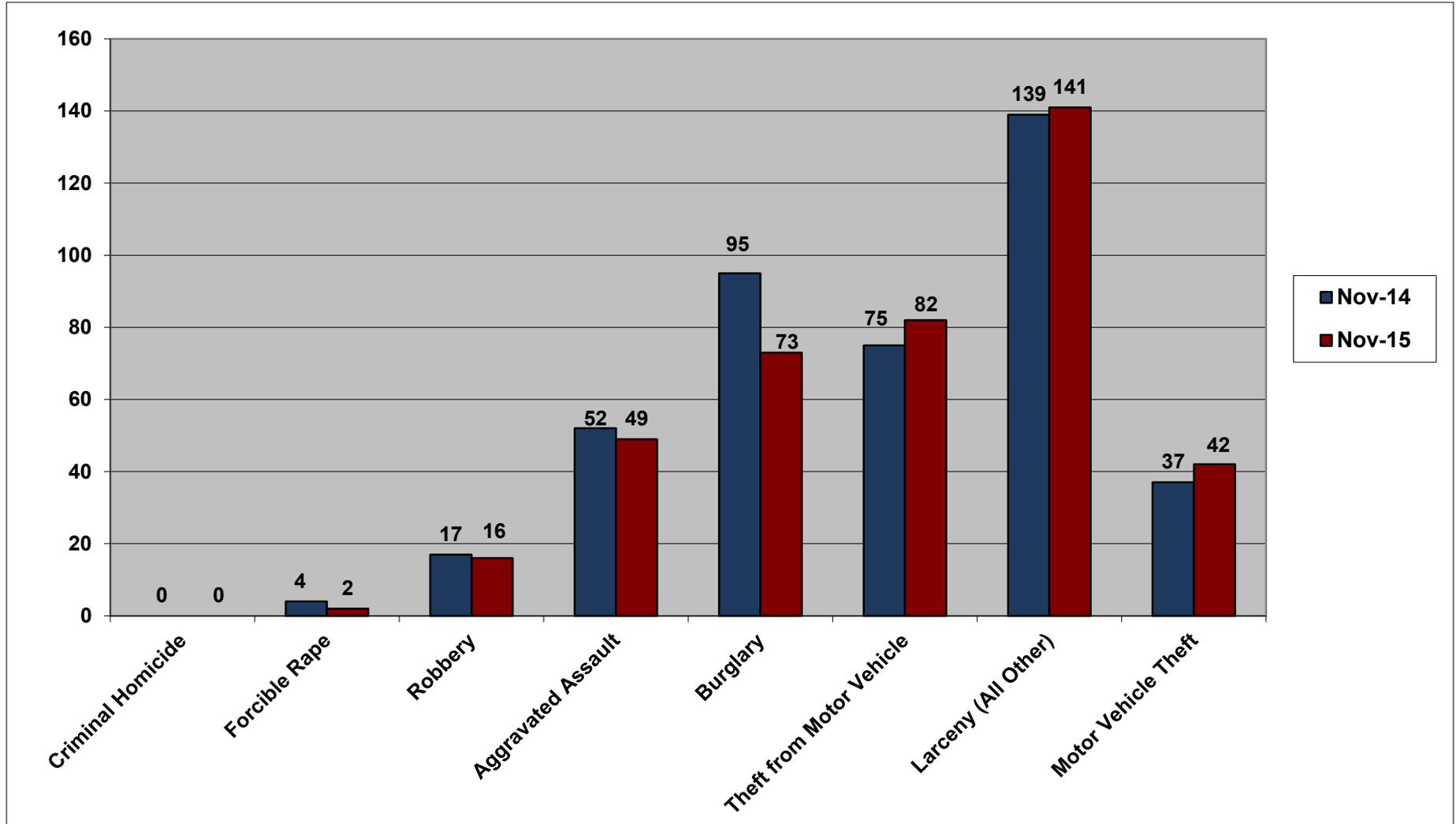


Monthly Statistical Comparison November 2015

ARREST	October	November	Diff	%Change
Criminal Homicide	0	0	0	0%
Forcible Sex Battery	0	0	0	0%
Robbery	7	2	-5	-71%
Aggravated Assault	8	12	4	50%
Burglary	10	5	-5	-50%
Larceny	30	18	-12	-40%
Motor Vehicle Theft	3	1	-2	-67%
Total	58	38	-20	-34%

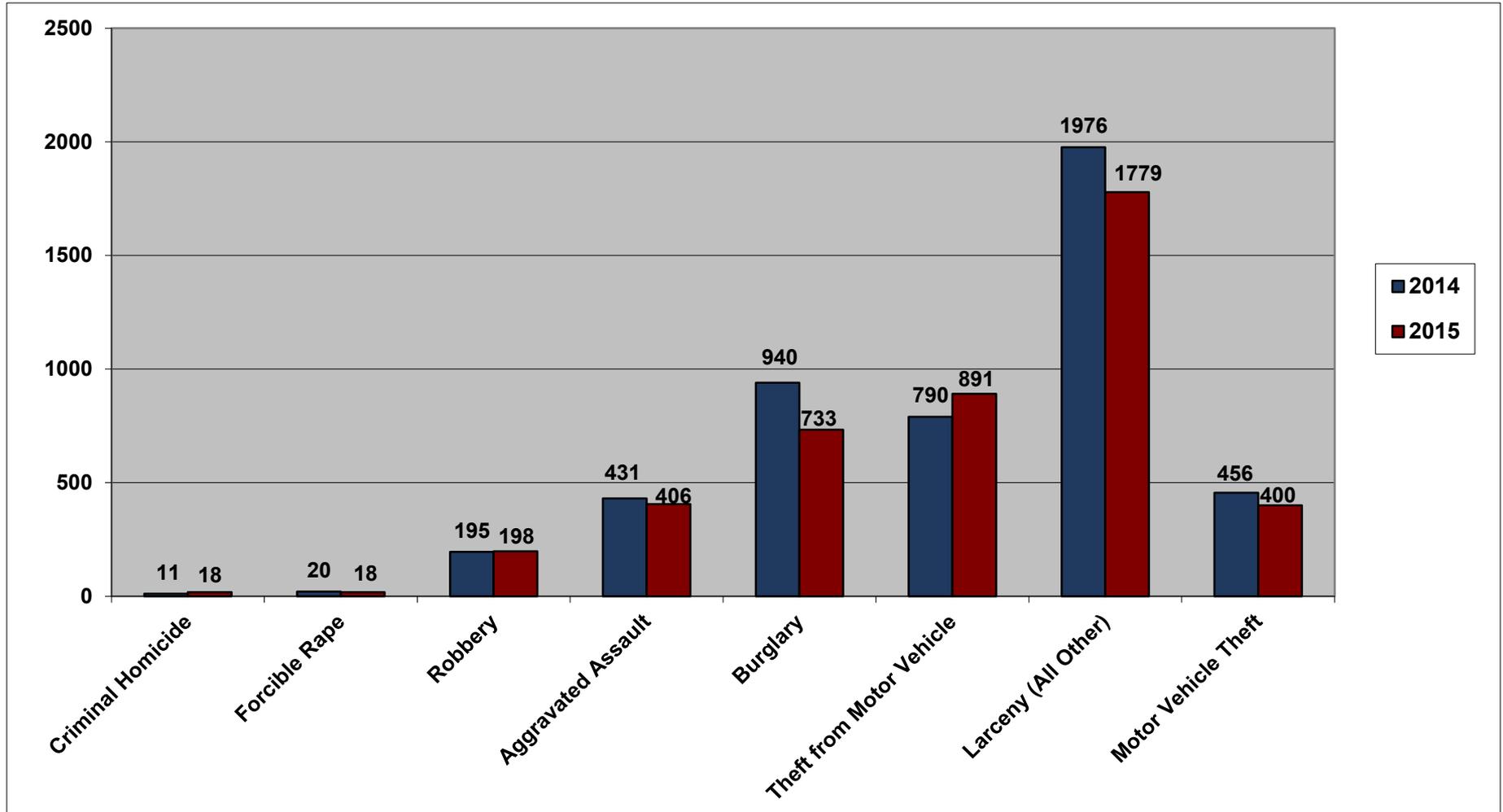
PART ONE CRIMES

November 2014 / November 2015



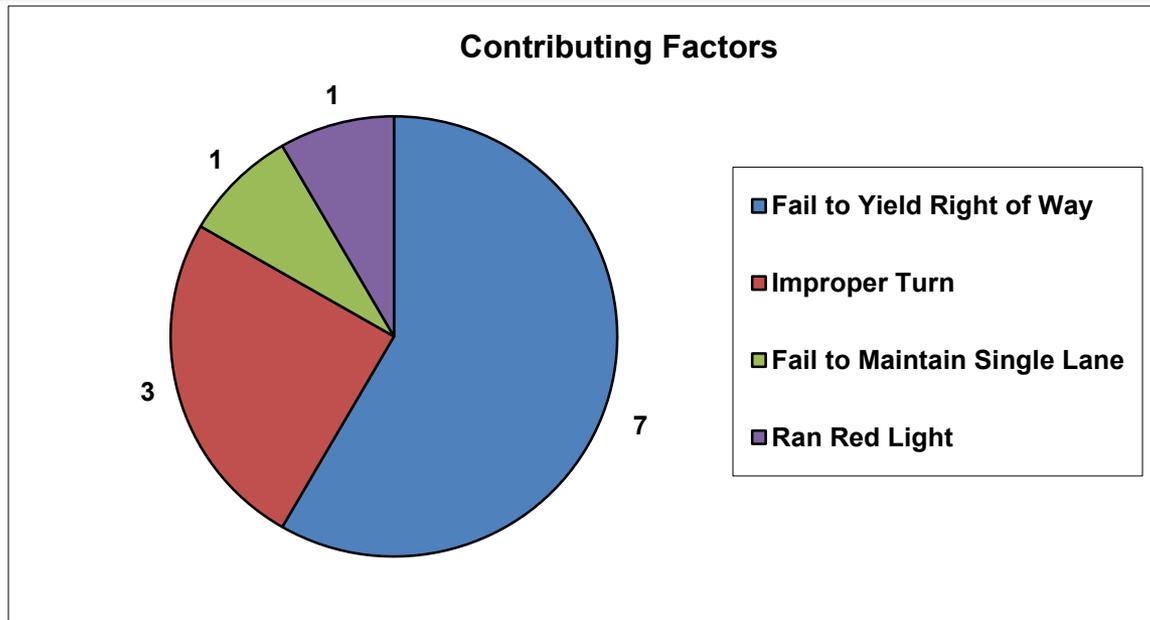
PART ONE CRIMES

Year to Date Comparison 2014 / 2015



TOP FIVE ACCIDENT LOCATIONS

- **NW 167th ST, NW 47th AVE – 5**
- **NW 171st ST, NW 37th CT – 2**
- **NW 152nd ST, NW 22nd AVE – 2**
- **NW 179th ST, NW 27th AVE – 2**
- **NW 182nd ST, NW 32nd AVE – 1**



TOP FIVE ACCIDENT LOCATIONS

November 01 through November 30, 2015

190 of 202

NW 167th ST, NW 47th AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
86320728	2015019359	11/05/2015 21:34	Improper Turn
86320795	2015019518	11/08/2015 13:10	Fail to Yield Right of Way
86320753	2015020195	11/19/2015 17:41	Fail to Maintain Single Lane
86320770	2015020279	11/20/2015 21:10	Improper Turn
86320780	2015020334	11/21/2015 15:01	Fail to Yield Right of Way

NW 171st ST, NW 37th CT

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
8100025	2015019142	10/09/2015 15:29	Fail to Yield Right of Way
86320827	2015020526	10/31/2015 13:02	Ran Red Light

NW 152nd ST, NW 22nd AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
86320739	2015019565	10/02/2015 14:47	Fail to Yield Right of Way
86320688	2015020059	10/23/2015 20:37	Improper Turn

NW 179th ST, NW 27th AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
86320615	2015019786	10/15/2015 13:54	Fail to Yield Right of Way
86320755	2015020225	10/23/2015 14:37	Fail to Yield Right of Way

NW 182nd ST, NW 32nd AVE

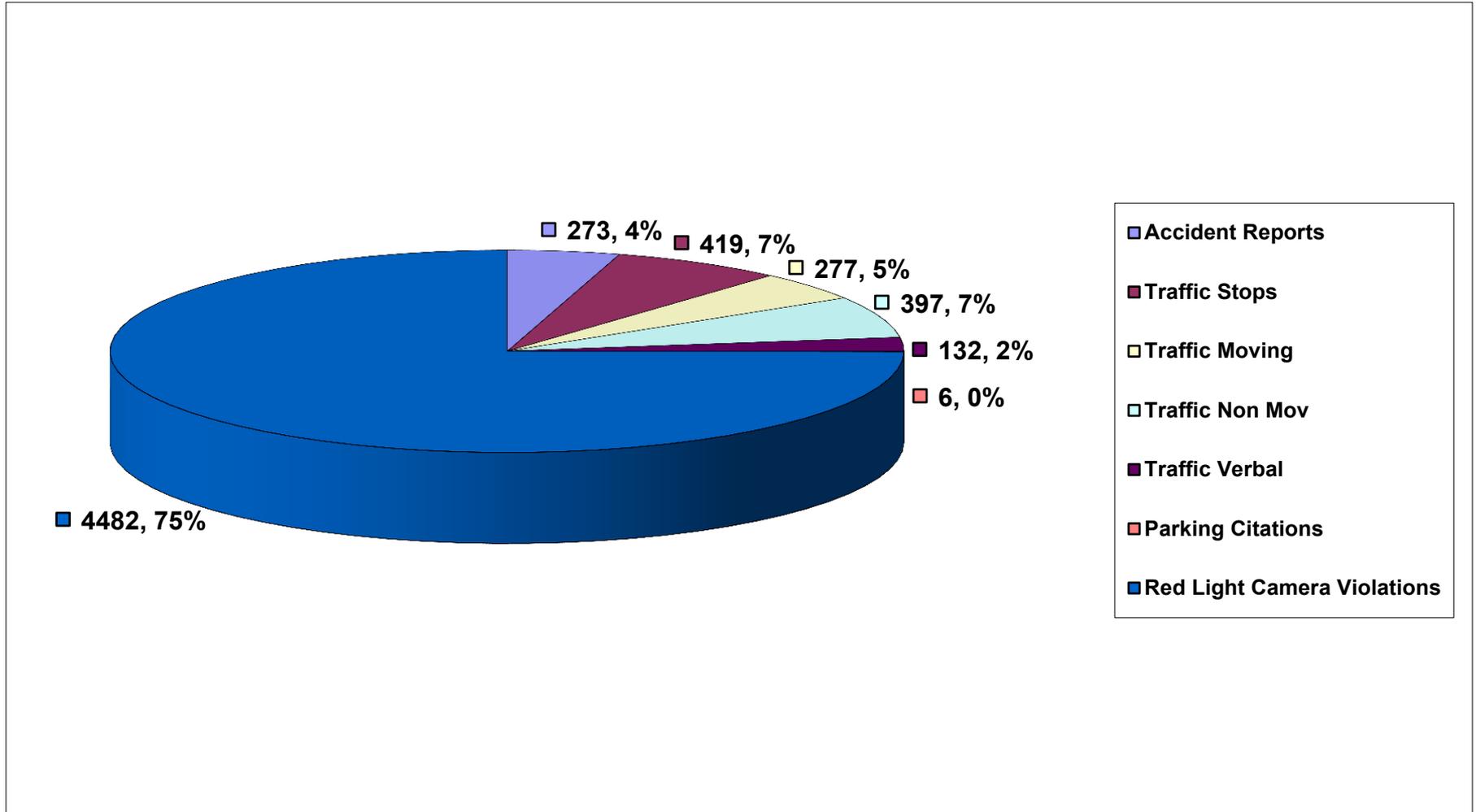
<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
86320674	2015019203	10/07/2015 11:02	Fail to Yield Right of Way

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	273		3064
Traffic Stops	734	534	611	522	541	447	317	555	332	467	419		5479
Traffic Moving	399	285	284	444	421	330	278	219	202	339	277		3478
Traffic Non Moving	382	300	270	514	621	490	456	183	490	339	397		4442
Traffic Verbal	237	198	239	195	218	191	178	227	141	180	132		2136
Parking Citations	6	11	20	7	19	9	13	10	1	7	6		109
Red Light Camera Violations	2842	3195	6181	4558	1872	2782	4677	4304	3566	4403	4482		42862

TRAFFIC ENFORCEMENT ACTIVITY NOVEMBER 2015





SPECIAL OPERATIONS BUREAU

193 of 202

**STREET CRIMES, CAREER CRIMINAL, TRAFFIC, K-9 AND GANG UNITS
November 2015**

**THESE PROACTIVE UNITS EFFECTED 152 ARRESTS.
26 Felony, 21 Misdemeanor, and 105 Traffic Arrest**

- **PROACTIVE PATROL** **24 Field Contacts**
 646 Traffic Citations

- **EXECUTED** **2 SEARCH WARRANTS**

- **SEIZED** **100 GRAMS OF MARIJUANA**
 17 GRAMS OF COCAINE
 12 FIREARMS

- **U.S. Marshall's Services** **20 Apprehension/Warrants related to CMG**
 40 Total Apprehension/Warrants

- **CANINE** **64 Deployments**
 547 Backups/Calls for Service

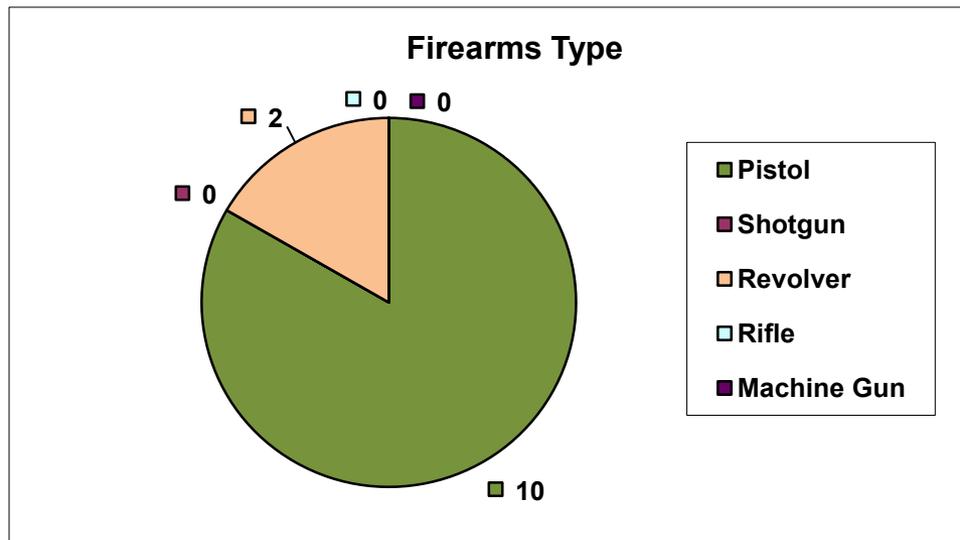
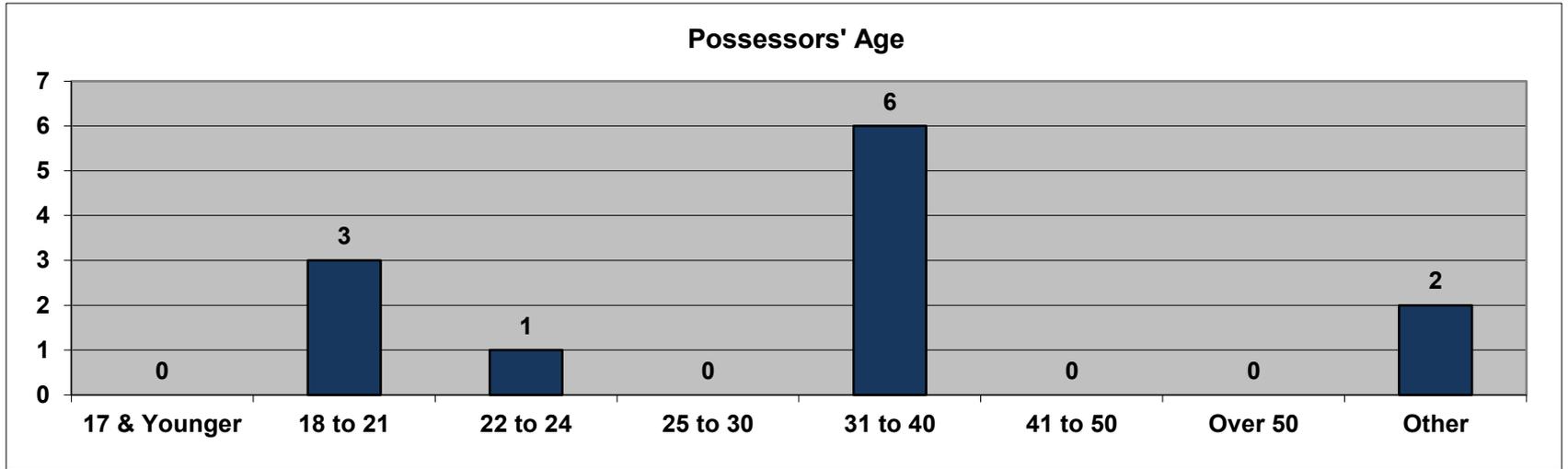
- **TRAFFIC** **4585 Red Light Violations Reviewed**
 298 Sent to Court
 37 Hit & Run Investigations Assigned
 0 Traffic Homicides Assigned





CUSTODIAL FIREARMS

11/01/2015 to 11/30/2015



Total = 12

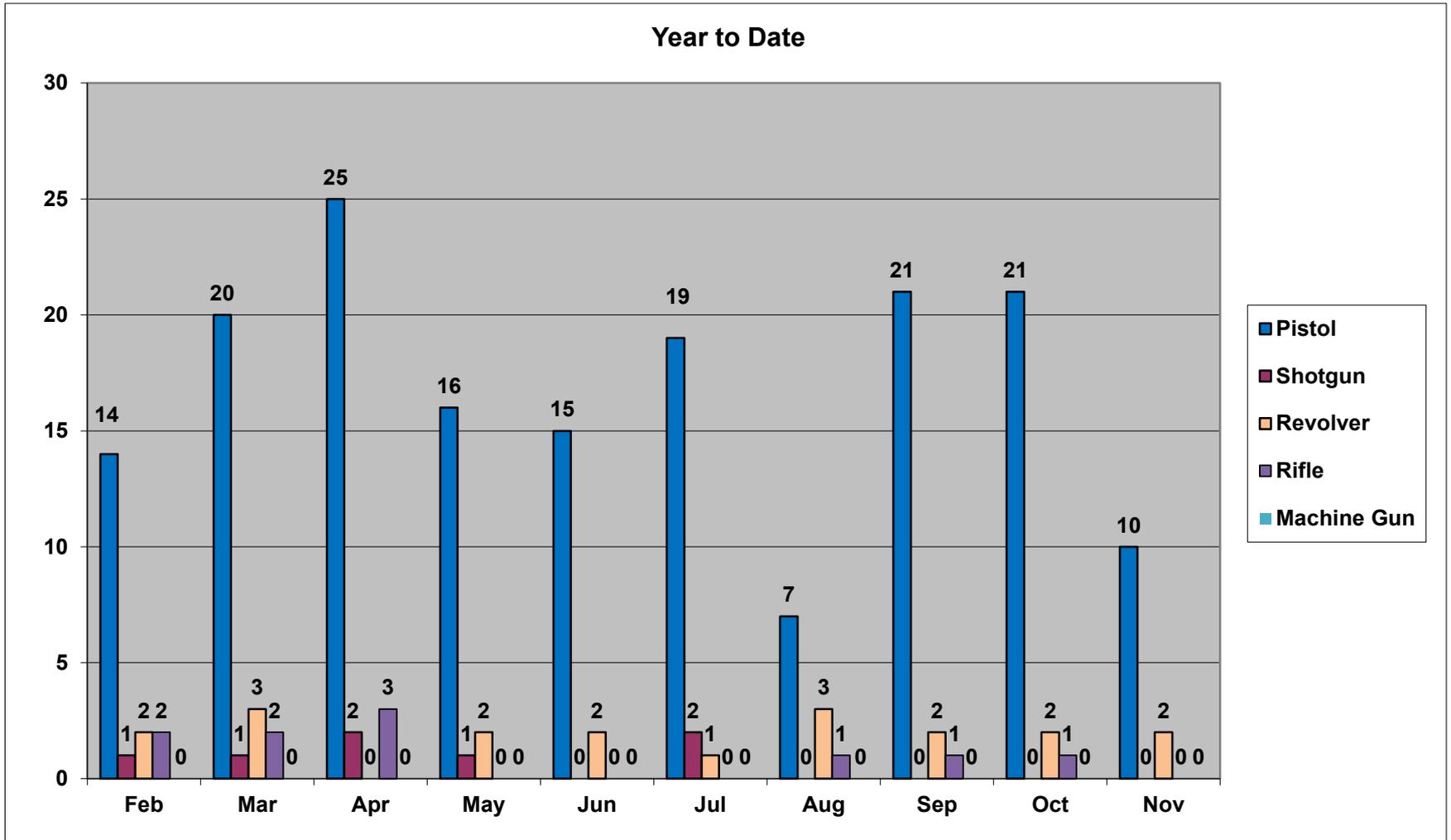




195 of 202

CUSTODIAL FIREARMS

Year to Date



Total = 220



TRAINING ANALYSIS

1 of 2

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

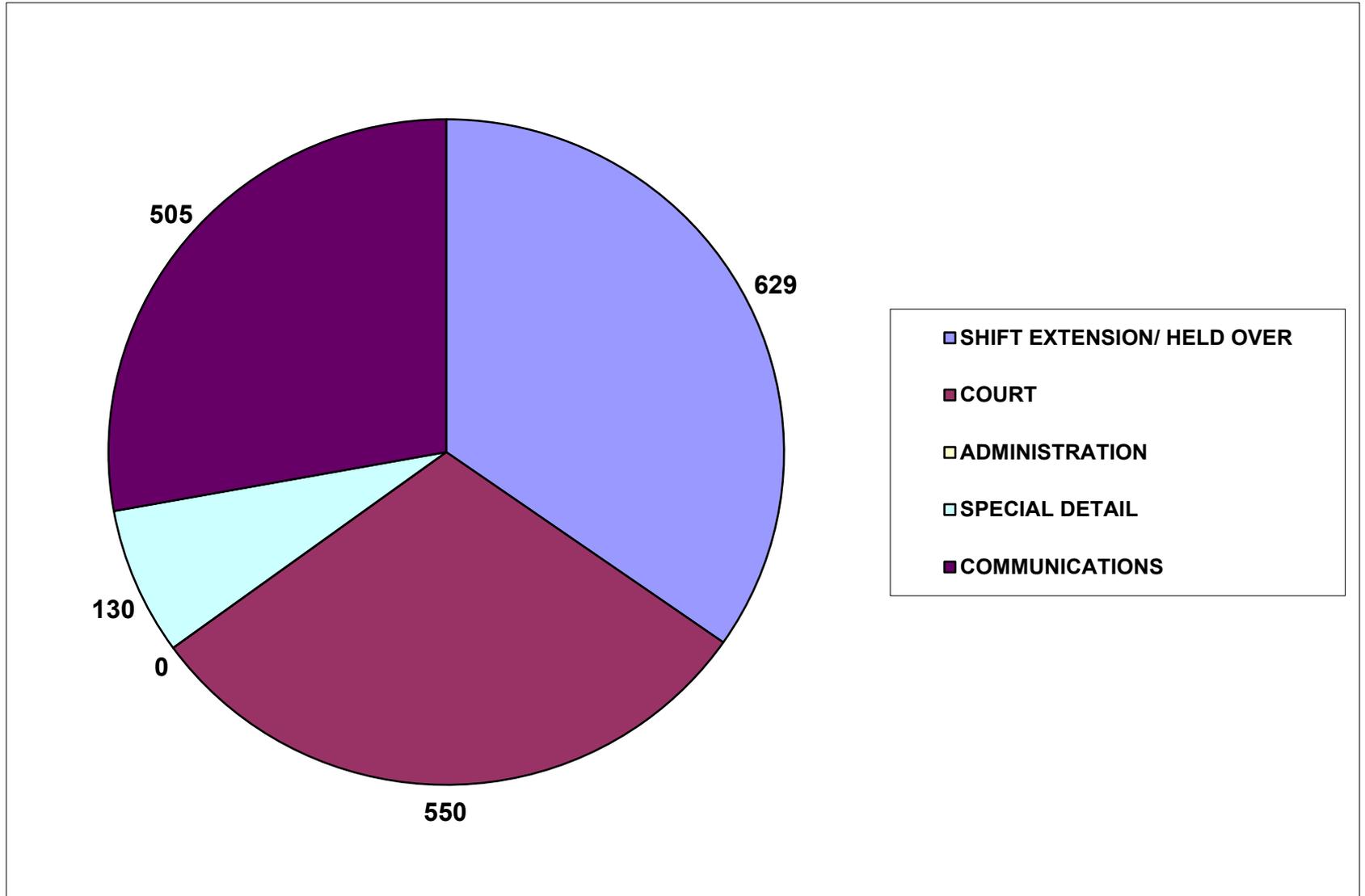
2015 TRAINING ACTIVITY

	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	22		151
HOURS TAUGHT	507	448	360	222	442	462	260	188	342	391	500		4122
PARTICIPANTS	35	32	28	32	33	37	13	12	28	30	46		326

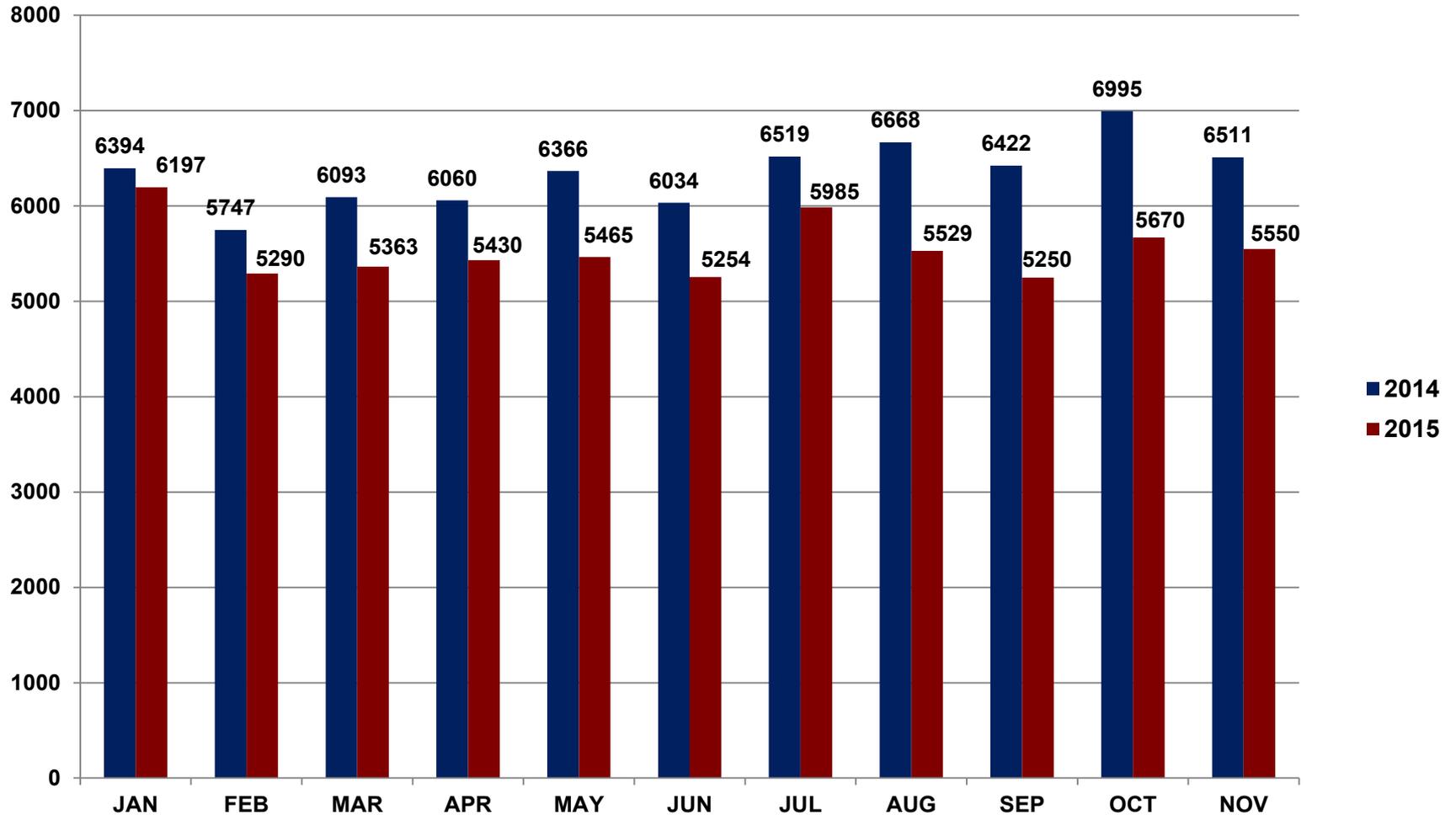
NOVEMBER 2015 -OVERTIME SUMMARY

<u>CATEGORY</u>	<u>HOURS</u>
SHIFT EXTENSION/ HELD OVER	629
COURT	550
ADMINISTRATION	0
SPECIAL DETAIL	130
COMMUNICATIONS	505
TOTAL	1814

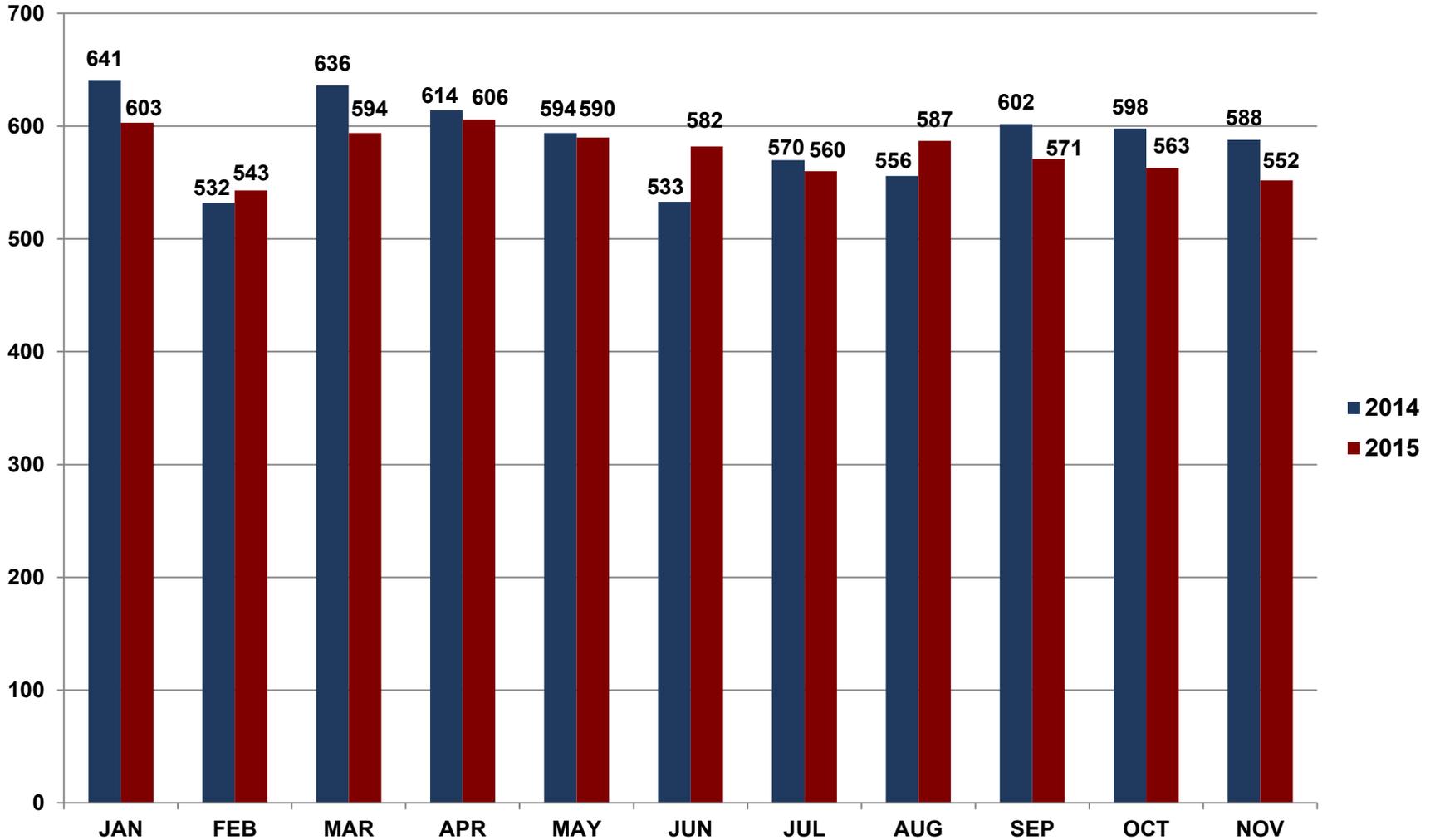
NOVEMBER 2015 – OVERTIME SUMMARY



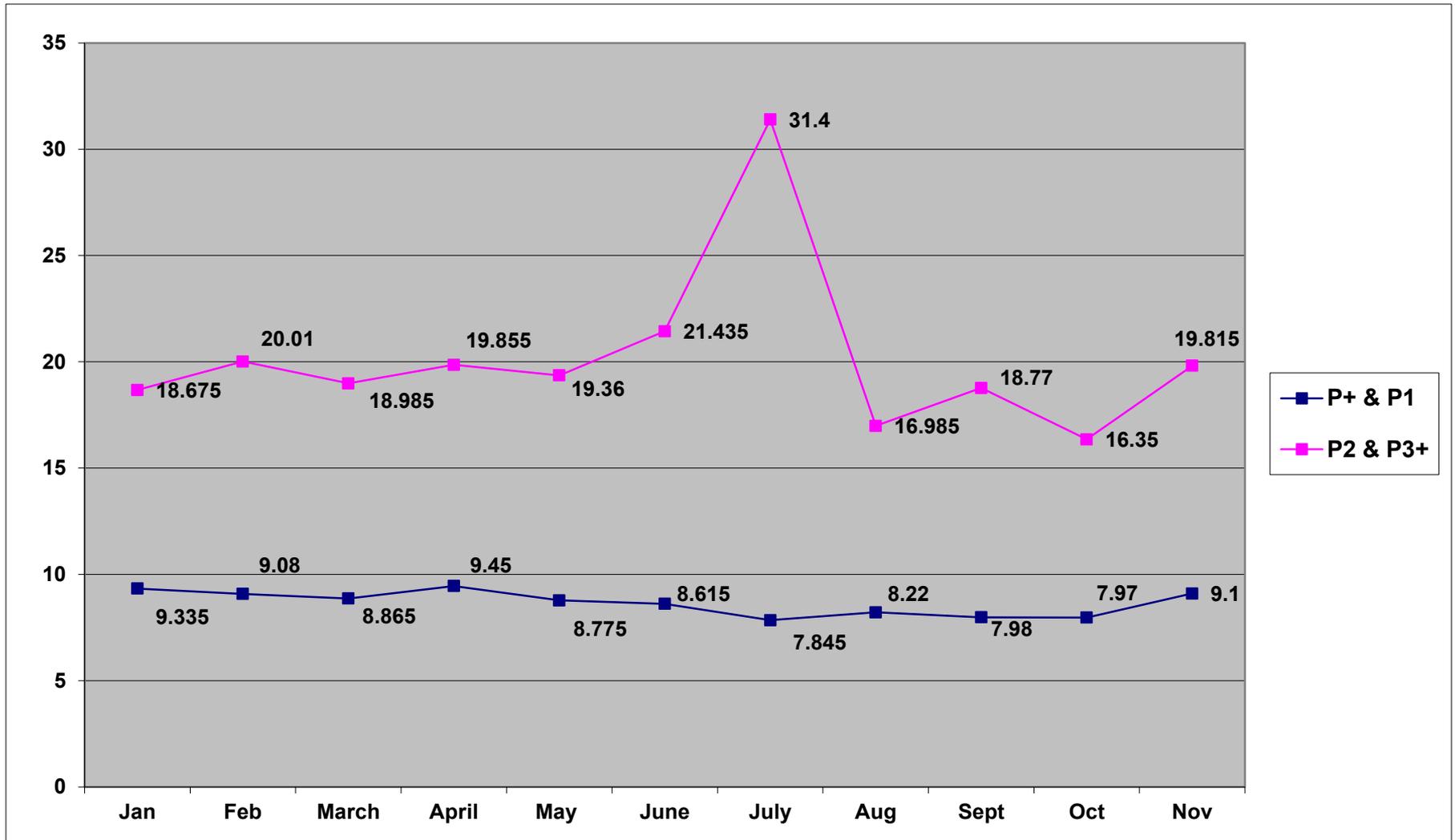
ROUTINE CALLS FOR SERVICE 2014 / 2015



EMERGENCY & PRIORITY CALLS FOR SERVICE 2014 / 2015



RESPONSE TIMES FOR CALLS FOR SERVICE 2015



MIAMI GARDENS POLICE DEPARTMENT

