



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: July 14, 2010
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: July 14, 2010
Phone: (305) 622-8000 Fax: (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

Mayor Shirley Gibson
Vice Mayor Aaron Campbell Jr.
Councilwoman Barbara Watson
Councilman André Williams
Councilman Melvin L. Bratton
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
City Manager Dr. Danny O. Crew
City Attorney Sonja K. Dickens, Esq.
City Clerk Ronetta Taylor, MMC

City of Miami Gardens Ordinance No. 2007-09-115 requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
D-1) Regular City Council Minutes – June 9, 2010
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)

(F) SPECIAL PRESENTATIONS (5 minutes each)

- F-1) Mayor Gibson – Proclamation – Parks and Recreation Month
- F-2) Chief Boyd – Police Department Monthly Report

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

- H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING A LOCAL HIRING PROCESS FOR CITY RESIDENTS; ESTABLISHING PROCEDURES; PROVIDING FOR DEFINITIONS; PROVIDING FOR EXCEPTIONS; 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 OLIVER G. GILBERT III)
- H-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 10 ENTITLED “CIVIL PENALTIES AND RELATED TERMS CONSTRUED” OF ORDINANCE NO. 2004-11-27 (CODE ENFORCEMENT PROCEDURES); DELETING SECTION 18 ENTITLED “SCHEDULE OF CIVIL PENALTIES” OF ORDINANCE NO. 2004-11-27; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING SECTION 8CC-10 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)
- H-3) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A SERIES 2010A GROUND LEASE; PROVIDING FOR THE GROUND LEASING OF CERTAIN REAL PROPERTY, FROM THE CITY OF MIAMI GARDENS, FLORIDA (THE “CITY”) TO THE MIAMI GARDENS LEASING CORPORATION IN ORDER TO FACILITATE THE LEASE-PURCHASE BY THE CITY OF A NEW TOWN CENTER FACILITY CONTAINING A CITY HALL, POLICE STATION AND PARKING GARAGE TO BE LOCATED THEREON; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN

CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE (SPONSORED BY THE CITY MANAGER)

(J) CONSENT AGENDA

- J-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF SIXTY-TWO THOUSAND, EIGHT HUNDRED AND SEVENTY DOLLARS (\$62,870.00) TO CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. FOR TWO (2) STORMWATER PROJECTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE (SPONSORED BY THE CITY MANAGER)**
- J-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, IMPLEMENTING MINIMUM AND MAXIMUM VALUES FOR LIEN AMNESTY PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE SOUTH FLORIDA AND TREASURE COAST REGIONAL PLANNING COUNCILS IN PREPARING A COMPREHENSIVE JOINT APPLICATION UNDER THE FEDERAL SUSTAINABLE COMMUNITIES INITIATIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING A TWENTY PERCENT LOCAL IN-KIND MATCH IN FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-4) 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 (FDOT), ATTACHED HERETO AS EXHIBIT "A," FOR THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) FOR SCHOOL SAFETY ENHANCEMENT AND EDUCATIONAL PROJECTS AND TO**

EXECUTE ANY ATTENDANT DOCUMENTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

J-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING VICE MAYOR AARON CAMPBELL'S APPOINTMENT OF RITA PIERRE TO THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE TO FILL AN UNEXPIRED TERM ENDING MARCH 10, 2012; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR AARON CAMPBELL)

(K) RESOLUTIONS

None

(L) RESOLUTION(S) PUBLIC HEARING(S)

L-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH PROGRAM YEAR ACTION PLAN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

L-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT THIRD YEAR ACTION PLAN, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

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

(N) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(P) 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./ 2750, 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) 622-8000 EXT. 2750. 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: <i>(Enter X in box)</i>	July 14, 2010		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:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Sponsor Name	Councilman Oliver Gilbert, III		Department:	Mayor and City Council			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING A LOCAL HIRING PROCESS FOR CITY RESIDENTS; ESTABLISHING PROCEDURES; PROVIDING FOR DEFINITIONS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Summary:

Councilman Gilbert desires to establish a local hiring process for City residents. Pursuant to the City’s Charter, the City Council is encouraged to hire residents. Section 7.3 of the Charter provides, “the City shall make all efforts to encourage the hiring of City residents and to encourage all employees to reside within the municipal boundaries.”

**ITEM H-1) ORDINANCE
FIRST READING
Local Hiring Process for
City Residents**

The establishment of a local hiring process will increase job opportunities for residents of Miami Gardens. City residents have a greater personal knowledge of the City and a personal stake in the community making them ideal candidates for City employment.

In accordance with the Ordinance, the City Manager will establish a process whereby applicants, who have resided in the City for at least six (6) months prior to making an application for employment, will receive five (5) preference points over non-resident applicants. The City Manager, City Attorney and City Clerk are Charter Officers, and are exempt from the local hiring process because they are hired in accordance with procedures outlined in the City's Charter.

Proposed Action:

Councilman Oliver Gilbert recommends that the City Council approve this Ordinance establishing a local hiring process for City residents.

Attachment:

None.

ORDINANCE NO. 2010 _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING A LOCAL HIRING PROCESS FOR CITY RESIDENTS; ESTABLISHING PROCEDURES; PROVIDING FOR DEFINITIONS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Councilman Gilbert desires to establish a local hiring process whereby City residents will be entitled to a five point preference over non-resident job applicants, and

WHEREAS, the establishment of a local hiring process will increase job opportunities and curtail residential flight to other cities in search of employment, and

WHEREAS, residents have a greater personal knowledge of the City and a personal stake in the community making them ideal candidates for City employment,

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

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

Section 2. ADOPTION OF ORDINANCE: The City Council of the City of Miami Gardens hereby adopts an Ordinance establishing a local hiring process for City residents.

Section 3. PURPOSE: The purpose of this Ordinance is to encourage the hiring of City residents.

Section 4. DEFINITIONS: The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

- A. *Applicant* means a person who has filed an application for employment in a particular position with the Department of Human Resources.
- B. *Position* shall mean a specific job approved in the City budget, or otherwise authorized by the City Manager.
- C. *Resident* shall mean any person whose usual place of domicile is located within the municipal boundaries of the City as established by the City's Charter.

Section 5. ESTABLISHMENT OF LOCAL HIRING PROCESS:

Except where federal or state law mandates to the contrary, any and all residents of the City making applications for initial employment, who shall have resided in the City six (6) months prior to making an application, shall be entitled to a five (5) point preference in hiring.

Section 6. ESTABLISHMENT OF PROCEDURES FOR APPLYING LOCAL PREFERENCE POINTS: The City Manager shall establish a process whereby the five (5) point residential preference is provided to all applicants for positions with the City, except as listed in Section 7 herein.

Section 7. EXCEPTIONS: This Ordinance shall not apply to the following employment positions:

- A. The City Manager;
- B. The City Attorney; and

C. The City Clerk.

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

Section 9. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

Section 11. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE ____ DAY OF _____,
2010.

PASSED ON SECOND READING ON THE ____ DAY OF _____,
2010.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF
_____, 2010.

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: COUNCILMAN OLIVER GILBERT, III

Moved by: _____

Second by: _____

VOTE: _____

Mayor Shirley Gibson	_____ (Yes)	_____ (No)
Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
Councilman Melvin L. Bratton	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
Councilwoman Barbara Watson	_____ (Yes)	_____ (No)



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 14, 2010		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)		X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X			X		
Funding Source:	N/A		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Contract/P.O. Required: (Enter X in box)	Yes	No	Advertising Requirement: (Enter X in box)	Yes		No	
		X					x
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:				
		X					
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Building and Code Compliance			
Short Title:							

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 10 ENTITLED "CIVIL PENALTIES AND RELATED TERMS CONSTRUED" OF ORDINANCE NO. 2004-11-27 (CODE ENFORCEMENT PROCEDURES); DELETING SECTION 18 ENTITLED "SCHEDULE OF CIVIL PENALTIES" OF ORDINANCE NO. 2004-11-27; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING SECTION 8CC-10 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

On March 24, 2004, the City adopted Ordinance No. 2004-11-27 enacting code enforcement procedures. Despite the adoption of the Ordinance establishing code enforcement procedures, the City continued to rely upon the schedule of civil penalties established by Miami-Dade County. City Staff recommends that the City Council amend the penalty provision to make it consistent with State Statutes. This will allow for a more simplified process.

Proposed Action:

It is recommended that the City Council approve the attached Ordinance to amend the Code Enforcement Ordinance to repeal the schedule of civil penalties as promulgated by Miami-Dade County.

Attachment:

- 1- Section 162.09, Florida Statutes

ORDINANCE NO. 2010_____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 10 ENTITLED "CIVIL PENALTIES AND RELATED TERMS CONSTRUED" OF ORDINANCE NO. 2004-11-27 (CODE ENFORCEMENT PROCEDURES); DELETING SECTION 18 ENTITLED "SCHEDULE OF CIVIL PENALTIES" OF ORDINANCE NO. 2004-11-27; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING SECTION 8CC-10 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 24, 2004, the City Council of the City of Miami Gardens adopted Ordinance No. 2004-11-27 to enact code enforcement procedures for the City of Miami Gardens, and

WHEREAS, the City continued to rely upon the schedule of civil penalties established by Miami-Dade County when it adopted its own ordinance, and

WHEREAS, City Staff recommends repealing the current schedule of penalties, and to assess fines in accordance with Section 162.09(2)(a), Florida Statutes,

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

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

Section 2. AMENDMENT: Section 10 of Ordinance No. 2004-11-27 is hereby amended as follows:

Language deleted is stricken through and language added is underlined

1 Section 10. Civil Penalties and Related Terms Construed.

2
3 ~~(A) Penalties for violations of the provisions to be enforced through this~~
4 ~~Ordinance shall be in the amounts prescribed in the schedule of civil penalties~~
5 ~~contained herein. Provided however, that the maximum allowable civil penalty shall~~
6 ~~be \$500.00 for a single violation. A fine imposed pursuant to this Section shall not~~
7 ~~exceed Two Hundred Fifty Dollars (\$250.00) per day for a first violation and Five~~
8 ~~Hundred Dollars (\$500.00) per day for a repeat violation. †This part does not limit~~
9 the authority of a Special Master as prescribed in Section 6 herein. If the violation
10 is continuing or repetitive, a single violation will occur each day beyond the time for
11 correction set forth in the civil violation notice. Failure to pay the imposed fine(s)
12 even after correction of the violation may be considered non-compliance and a
13 continuing violation for the purposes of assessing continuing penalties.

14
15 (B) For each day of a Continued Violation, an additional penalty in the same
16 amount as that prescribed for in the original violation shall be added.

17
18 (C) Civil penalties assessed as provided herein are due and payable to the City
19 on the last day of the period allowed for the filing of an appeal of the Code
20 Enforcement Officer's decision, or if proper appeal is made, when the appeal has
21 been finally decided adversely against the named violator.

22
23 ~~(D) For the first Repeat Violation, the amount of the civil penalty shall not exceed~~
24 ~~\$500.00.~~

25
26 ~~(E)~~ A Repeat Violation which remains uncorrected beyond the time prescribed for
27 correction in the Notice of Violation shall be treated as a Continuing Violation, and
28 the additional penalty for each day of continued violation shall be double the
29 amount due for the first day of the Repeat Violation.

30
31 ~~(F)~~ (E) A Repeat Violation includes a violation committed by an entity that has one
32 or more officers, major shareholders or general partners in common with another
33 entity, which violated the same code provision within five (5) years of the current
34 violation. For purposes of this Section a major shareholder shall be one who owns
35 at least 25% of the shares of that corporation. This paragraph shall apply only
36 where the common officer(s), major shareholder(s), or general partner(s) are or
37 were actively involved in the management of the entity committing the violation at
38 the time when the violation occurred.

39
40 ~~(G)~~ (F) Continuing Violation penalties shall accrue from the date of correction
41 given in the Civil Violation Notice until the correction is made, and compliance is
42 obtained or until a request for administrative hearing is filed, whichever comes first.
43 If the named Violator requests an administrative hearing and loses his appeal, the
44 Special Master shall determine a reasonable time period within which correction of

Language deleted is stricken through and language added is underlined

1 the violation must be made, based on the considerations set forth herein. If
2 correction is not made within the period set by the Special Master, Continuing
3 Violation penalties shall begin to accrue after the time allowed for correction has
4 run. No continuing violation penalties shall accrue during the time period from the
5 date of the civil violation notice until the date of the administrative hearing, if the
6 named violator timely requests an administrative hearing to appeal the decision of
7 the Code Inspector. Continuing violation penalties cannot be imposed by the
8 hearing officer for uncorrectable violations.

9
10 ~~(H)~~ (G) Civil penalties assessed pursuant to this Chapter by the Special Master
11 and due and payable to the City at the close of hearing, or, if a proper appeal of the
12 Special Master's decision is made, when the appeal has been finally decided
13 adversely against the named Violator.

14
15 Section 3. AMENDMENT: Section 18 of Ordinance No. 2204-11-27 is
16 hereby deleted as follows:

17 ~~(A) The schedule of civil penalties, as may be amended from time to time, shall~~
18 ~~be the same as set forth in Section 8CC-10 of the Code of Miami-Dade County.~~

19
20 ~~(B) For violations of any section of this Code for which a specific penalty is not~~
21 ~~prescribed herein a penalty shall be imposed which shall not be less than \$25.00~~
22 ~~nor more than \$500.00 per day for a first violation and shall not be less than \$50.00~~
23 ~~nor more than \$750.00 per day for a repeat violation. For the purposes of~~
24 ~~continuing violations, each day shall constitute a separate violation.~~

25
26 Section 4. CONFLICT: Section 8CC-10 of the Miami-Dade County
27 Code of Ordinances is hereby repealed.

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

33 Section 6. INCLUSION IN CODE: It is the intention of the City Council
34 of the City of Miami Gardens that the provisions of this Ordinance shall become

Language deleted is stricken through and language added is underlined

1 and be made a part of the Code of Ordinances of the City of Miami Gardens and
2 that the sections of this Ordinance may be renumbered or relettered and the
3 word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other
4 appropriate word or phrase, the use of which shall accomplish the intentions
5 herein expressed; provided, however, that Section 1 hereof or the provisions
6 contemplated thereby shall not be codified.

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

9 PASSED ON FIRST READING ON THE _____ DAY OF
10 _____, 2010.

11 PASSED ON SECOND READING ON THE _____ DAY OF
12 _____, 2010.

13 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
14 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE _____ DAY
15 OF _____, 2010.

16
17
18 _____
19 SHIRLEY GIBSON, MAYOR

21
22 **ATTEST:**

23
24
25 _____
26 RONETTA TAYLOR, MMC, CITY CLERK

27
28
29 PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

Language deleted is stricken through and language added is underlined

1
2 SPONSORED BY: DR. DANNY CREW, CITY MANAGER

3
4
5 Moved by: _____

6
7
8 Second by: _____

9
10
11 **VOTE:** _____

12			
13	Mayor Shirley Gibson	_____ (Yes)	_____ (No)
14	Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
15	Councilman Melvin L. Bratton	_____ (Yes)	_____ (No)
16	Councilman Oliver Gilbert III	_____ (Yes)	_____ (No)
17	Councilman Andre' Williams	_____ (Yes)	_____ (No)
18	Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
19	Councilwoman Barbara Watson	_____ (Yes)	_____ (No)

Language deleted is stricken through and language added is underlined

Select Year: 2009

Go

The 2009 Florida Statutes

Title XI	Chapter 162	View Entire Chapter
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	COUNTY OR MUNICIPAL CODE ENFORCEMENT	

162.09 Administrative fines; costs of repair; liens.--

(1) An enforcement board, upon notification by the code inspector that an order of the enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in s. [162.06\(4\)](#), the enforcement board shall notify the local governing body, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in paragraph (2)(a).

(2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

(b) In determining the amount of the fine, if any, the enforcement board shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(c) An enforcement board may reduce a fine imposed pursuant to this section.

(d) A county or a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the county or municipality, an ordinance that gives code enforcement boards or special magistrates, or both, authority to impose fines in excess of the limits set forth in paragraph (a). Such fines shall not exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the code enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, a code enforcement board or special magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1). Any ordinance imposing such fines shall include criteria to be considered by the code enforcement board or special magistrate in determining the amount of the fines, including, but not limited to, those factors set forth in

paragraph (b).

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

History.--s. 1, ch. 80-300; s. 8, ch. 82-37; s. 2, ch. 85-150; s. 8, ch. 86-201; s. 2, ch. 87-391; s. 8, ch. 89-268; s. 4, ch. 94-291; s. 1, ch. 95-297; s. 5, ch. 99-360; s. 1, ch. 2000-125; s. 65, ch. 2004-11.

Note.--Former s. 166.059.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes. Copyright © 2000-2006 State of Florida.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	July 14, 2010		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					x		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x			x		
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No	Yes	No
					x		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	n/a			
		x					
Sponsor Name	Danny Crew, City Manager		Department:	City Manager's Office			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A SERIES 2010A GROUND LEASE OF CERTAIN REAL PROPERTY, FROM THE CITY OF MIAMI GARDENS, FLORIDA, TO THE MIAMI GARDENS LEASING CORPORATION IN ORDER TO FACILITATE THE LEASE-PURCHASE BY THE CITY OF A NEW TOWN CENTER FACILITY TO BE LOCATED THEREON; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In order to undertake the City Hall Certificate of Participation (COP) project financing, the first step is the creation of a non-profit leasing corporation. Council did this several months ago. The next step is for the City to lease its Wachovia property to the Miami Gardens Leasing Corporation. This is the corporation made up of City Council members. The lease is for 35 years. After the project is paid for, the land reverts back to City ownership with all improvements (City Hall, Police Station and parking garage).

Because this is a Lease Agreement, in accordance with the City's Charter, and ordinance must be adopted approving the lease of property.

**ITEM H-3) ORDINANCE
FIRST READING
Series 2010A Ground Lease
New City Hall**

Proposed Action

RECOMMENDATION: To approve the Ordinance leasing the land.

Attachment:

ORDINANCE NO. 2010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A SERIES 2010A GROUND LEASE; PROVIDING FOR THE GROUND LEASING OF CERTAIN REAL PROPERTY, FROM THE CITY OF MIAMI GARDENS, FLORIDA (THE "CITY") TO THE MIAMI GARDENS LEASING CORPORATION IN ORDER TO FACILITATE THE LEASE-PURCHASE BY THE CITY OF A NEW TOWN CENTER FACILITY CONTAINING A CITY HALL, POLICE STATION AND PARKING GARAGE TO BE LOCATED THEREON; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens, Florida (the "City") has determined to finance and refinance certain of its capital needs through lease-purchase agreements, and

WHEREAS, the City has the power pursuant to the Charter of the City, the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act") to receive, purchase, acquire, lease, sell, hold, transmit and convey title to real and personal property for municipal purposes, and to enter into leases or lease purchase agreements for necessary grounds and facilities for municipal purposes, and

WHEREAS, the Miami Gardens Leasing Corporation (the "Corporation"), a not-for-profit corporation organized solely to benefit the City pursuant to Chapter 617, Florida Statutes, and a not-for-profit corporation duly organized and existing under the laws of the State of Florida, has been formed to lease purchase certain real property, municipal facilities and equipment to the City, and

WHEREAS, the Corporation and the City will provide for the lease purchase financing of certain real property, buildings and improvements, and the equipment, fixtures

ORDINANCE NO. 2010

and furnishings built or to be built, installed or established therein (the “Facilities”) from time to time by entering into a Master Lease Purchase Agreement, as the same may be supplemented and amended from time to time (the “Master Lease”), and related agreements, and

WHEREAS, the Facilities to be leased from time to time are identified on separate Schedules (each a “Schedule”) attached to the Master Lease, and

WHEREAS, the City and the Corporation may enter into one or more ground leases from time to time with respect to one or more Facility Sites (individually, a “Ground Lease” and collectively, the “Ground Leases”) pursuant to which the City, as ground lessor, will ground lease certain real property and improvements to the Corporation and the Corporation, as ground lessee, will take and lease certain real property and improvements from the City, and

WHEREAS, the City desires to authorize and approve the execution and delivery of a Series 2010A Ground Lease pursuant to which the City, as ground lessor, will ground lease certain real property and improvements constituting the Series 2010A Facility Sites (the “Series 2010A Facility Sites”) to the Corporation and the Corporation, as ground lessee, will take and lease the Series 2010A Facility Sites from the City, and

WHEREAS, the City desires to lease-purchase a new town center facility containing a city hall, police station and parking garage to be located on the Series 2010A Facility Sites, and desires to lease-purchase certain other municipal facilities and sites (collectively, the “Series 2010A Facilities”), pursuant to a Schedule 2010A to the Master Lease, as further specified by subsequent resolution of the City Council of the City of Miami Gardens, Florida (the “City Council”) authorizing the financing of certain of its capital needs through a master lease program and approving the forms of and authorizing the execution

ORDINANCE NO. 2010

and delivery of the Master Lease, Schedule 2010A and certain other documents in connection therewith; and

WHEREAS, pursuant to Section 4.3 of the Charter of the City, an ordinance must be enacted in order to convey or lease or authorize by administrative action the conveyance or lease of any lands of the City,

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

SECTION 1. INCORPORATION OF RECITALS: The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. APPROVAL AND AUTHORIZATION OF GROUND LEASE: In accordance with the provisions of the Act including, without limitation, Section 4.3 of the Charter of the City, the City Council hereby authorizes the ground leasing of the Series 2010A Facility Sites to the Corporation pursuant to, and approves the execution and delivery of, the Series 2010A Ground Lease between the City and the Corporation. The Series 2010A Ground Lease shall be in substantially the form attached hereto as **Exhibit A**, with such insertions, modifications and changes as may be approved by the Mayor, and the City Clerk, upon such approval by the Mayor, are hereby authorized and directed to execute the Series 2010A Ground Lease. The execution and delivery of the Series 2010A Ground Lease by the Mayor and the City Clerk shall constitute conclusive evidence of the approval thereof. The City Council also authorizes the execution and delivery of a memorandum of ground lease with respect to the Series 2010A Ground Lease and the recording thereof in the Official Public Records of Miami-Dade County, Florida.

Prior to the execution and delivery of the Series 2010A Ground Lease, the City

ORDINANCE NO. 2010

Council shall adopt a subsequent resolution authorizing the financing of certain of its capital needs including the Series 2010A Facilities through a master lease program and approving the forms of and authorizing the execution and delivery of the Master Lease, Schedule 2010A and certain other documents in connection therewith (the “Subsequent Resolution”).

SECTION 3. AUTHORIZATION: The City Manager and the City Finance Director are each hereby authorized to take such actions as may be necessary or desirable, and which are not inconsistent with the terms and provisions of this Ordinance, in connection with the creation of a master lease program to finance certain of the City’s capital needs. The City Attorney and Bond Counsel to the City are hereby authorized to draft and review documents and to do all other things necessary to create a master lease program to finance the City’s capital needs.

SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

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

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

PASSED ON FIRST READING ON THE ____ DAY OF _____, 2010.

PASSED ON SECOND READING ON THE ____ DAY OF _____, 2010.

ORDINANCE NO. 2010

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI
GARDENS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF
_____, 2010.

SHIRLEY GIBSON , MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

Prepared by Greenberg Traurig, P.A., Bond Counsel

APPROVED AS TO FORM

SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY: _____

SECONDED BY: _____

VOTE:

Mayor Shirley Gibson	___	(Yes)	___	(No)
Vice-Mayor Aaron Campbell, Jr.	___	(Yes)	___	(No)
Councilman Melvin L. Bratton	___	(Yes)	___	(No)
Councilman Oliver G. Gilbert III	___	(Yes)	___	(No)
Councilwoman Sharon Pritchett	___	(Yes)	___	(No)
Councilwoman Barbara Watson	___	(Yes)	___	(No)
Councilman Andre Williams	___	(Yes)	___	(No)

EXHIBIT A

FORM OF SERIES 2010A GROUND LEASE

MIA 181.303.301v2122872.010100

Series 2010A GROUND LEASE

Dated as of [November 1, 2010]

between

**CITY OF MIAMI GARDENS, FLORIDA,
as Lessor**

and

**MIAMI GARDENS LEASING CORPORATION,
as Lessee**

(Series 2010A Facility Sites)

TABLE OF CONTENTS

	<u>Page</u>
Section 1. Lease of Series 2010A Facility Sites.....	3
Section 2. Ground Lease Term; Option to Renew	5
Section 3. Rent	5
Section 4. Title to Series 2010A Facility Sites; Possession	6
Section 5. Use of Series 2010A Facility Sites; Assignments and Subleases.....	7
Section 6. Right of Entry.....	8
Section 7. Default.....	8
Section 8. Quiet Enjoyment.....	8
Section 9. Liens	8
Section 10. Condemnation	9
Section 11. Estoppel Certificates.....	9
Section 12. Amendments.....	9
Section 13. Binding Effect	10
Section 14. No Merger of Leasehold Estate.....	10
Section 15. Notices.....	10
Section 16. Severability.....	10
Section 17. Applicable Law	10
Section 18. Execution in Counterparts	10
Section 19. Memorandum of Ground Lease	11
Section 20. No Personal Liability.....	11
Section 21. Third Party Beneficiary	11
Section 22. Radon	11
EXHIBIT A - SERIES 2010A FACILITY SITES (Description of Real Estate and Permitted Encumbrances)	

**SERIES 2010A GROUND LEASE
(Series 2010A Facility Sites)**

THIS SERIES 2010A GROUND LEASE, dated as of [November 1, 2010], between the CITY OF MIAMI GARDENS, FLORIDA (the “City”), a municipal corporation of the State of Florida, as Lessor, and MIAMI GARDENS LEASING CORPORATION (the “Corporation”), a not-for-profit corporation duly organized and existing under and pursuant to Chapter 617, Florida Statutes, as amended, as Lessee. Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the hereinafter described Trust Agreement.

WITNESSETH:

WHEREAS, the City has the power pursuant to the Charter of the City, the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended, and other applicable provisions of law (collectively, the “Act”) to receive, purchase, acquire, lease, sell, hold, transmit and convey title to real and personal property for municipal purposes, and to enter into leases or lease purchase agreements for necessary grounds and facilities for municipal purposes; and

WHEREAS, the Corporation is a not-for-profit corporation duly organized and existing under the laws of the State of Florida, and is authorized to lease and otherwise dispose of property, and to take such other actions contemplated to be taken by the Corporation under this Series 2010A Ground Lease; and

WHEREAS, pursuant to Section 4.3 of the Charter of the City, on [_____], 2010, the City Council of the City of Miami Gardens, Florida enacted Ordinance No. 2010-[__]-[____], at a public meeting duly noticed as required by law, authorizing and approving the execution and delivery of this Series 2010A Ground Lease, a copy of which in substantially final form was made available for inspection and review by the public, and the ground leasing by the City of certain real property and improvements constituting the Series 2010A Facility Sites (as hereinafter defined) to the Corporation; and

WHEREAS, in order to facilitate the lease purchasing of certain real property, buildings and improvements, and the equipment, fixtures and furnishings built or to be built, installed or established therein, the City and the Corporation have entered into a Master Lease Purchase Agreement dated as of [November 1, 2010] (as the same may be amended and supplemented from time to time, the “Master Lease”); and

WHEREAS, the City owns certain real property located in the City within Miami-Dade County, Florida and described in **Exhibit A** attached hereto, as the same may be amended from time to time by the addition of parcels of land to be acquired by the City in the future pursuant to one or more supplements thereto (which real property, together with all buildings, structures and improvements now or hereafter erected or situated thereon, any easements or other rights or privileges in adjoining property inuring to the fee simple owner by reason of ownership of such land, and all fixtures, additions, alterations or replacements thereto, now or hereafter located in, on or used in connection with or attached or made to such land to the extent title thereto may vest in the City is hereinafter referred to as a “Series 2010A Facility Site” or, in the case of separate parcels, such parcels are herein collectively referred to as the “Series 2010A Facility Sites”); and

WHEREAS, the City desires to lease-purchase a new town center facility containing a city hall, police station and parking garage to be located on the Series 2010A Facility Sites, and desires to lease-purchase certain other municipal facilities and sites (individually and collectively, the “Series 2010A Facilities”), pursuant to Schedule 2010A to the Master Lease (which schedule, upon being executed and delivered by the City and the Corporation, together with the terms and provisions of the Master Lease, constitutes a separate lease, as the same may be amended or supplemented from time to time, the “Series 2010A Lease”); and

WHEREAS, it is possible that a portion of the Series 2010A Facilities may be attached to one or more existing structures of the City adjacent to the Series 2010A Facility Sites; may be dependent upon adjacent property of the City for pedestrian and vehicular ingress, egress and access to and from and between the Series 2010A Facility Sites and the public roads adjoining the adjacent property of the City (“Access”); and may further be dependent upon the City’s adjacent property for utility and other services which would be necessary for the full use and enjoyment of the Series 2010A Facility Sites including, but not limited to, drainage, sewer and water service, electric, telephone and gas service and parking of vehicles (collectively, the “Services”); and

WHEREAS, the Corporation desires to acquire from the City, pursuant to this Series 2010A Ground Lease, and the City is willing to grant to the Corporation, the right to utilize the adjacent property of the City to the extent reasonably necessary for Access and for the Services, and the Corporation and the City desire to provide for the structural attachment of certain of the Series 2010A Facilities to the adjacent property of the City; and

WHEREAS, provisions for the payment of the cost of acquiring and constructing the Series 2010A Facilities have been made by (a) establishing a trust pursuant to the Master Trust Agreement dated as of [November 1, 2010], as supplemented and amended by a Series 2010A Supplemental Trust Agreement dated as of [November 1, 2010] (as the same may be further supplemented or amended from time to time, the “Trust Agreement”), between the Corporation and Wells Fargo Bank, N.A., as trustee (the “Trustee”), and irrevocably assigning to the Trustee without recourse all of the Corporation’s right, title and interest in and to this Series 2010A Ground Lease, the Series 2010A Lease, except for certain rights to indemnification, to receive notices and to hold title to the Series 2010A Facility Sites, (b) directing the Trustee for such trust to execute and deliver to the public Certificates of Participation, Series 2010A (the “Series 2010A Certificates”) evidencing undivided proportionate interests of the Owners thereof in the right to receive Basic Lease Payments to be made by the City, as lessee, pursuant to the Series 2010A Lease and (c) directing the Trustee to hold the proceeds of sale of the Series 2010A Certificates in trust subject to application only to pay the costs of acquisition and construction of the Series 2010A Facilities; and

WHEREAS, each Series 2010A Certificate and any refunding Certificate that may be issued to refinance all or a portion of the costs of acquisition and construction of the Series 2010A Facilities (the Series 2010A Certificates and any refunding Certificates issued pursuant to the Master Trust Agreement and a Supplemental Trust Agreement which represent an undivided proportionate interest in a portion of the Basic Lease Payments payable under the Series 2010A Lease are referred to herein collectively as the “Certificates”) represents an undivided proportionate interest in the principal portion of the Basic Lease Payments set forth in the Series 2010A Lease due and payable on the maturity date or earlier prepayment date of the Certificates and in the interest portion of the Basic Lease Payments set forth in the Series 2010A Lease due and payable semiannually, to and including such maturity date or earlier prepayment date; and

WHEREAS, the Corporation will assign to the Trustee all of its right, title and interest in and to this Series 2010A Ground Lease, the Series 2010A Lease, and the Series 2010A Lease Payments (except for certain indemnification rights and the right of the Corporation to hold title to the Series 2010A Facilities and to receive notices), pursuant to the Series 2010A Assignment Agreement dated as of [November 1, 2010] (as the same may be amended from time to time, the “Series 2010A Assignment Agreement”), for the benefit of holders of the Certificates, as their interests may appear; and

WHEREAS, the City intends for the Series 2010A Lease to remain in full force and effect until after the last Lease Payment Date for the Series 2010A Facilities and the payment to holders of the Certificates of the last principal and interest portions of Basic Lease Payments due under the Series 2010A Lease and represented by the Certificates, unless sooner terminated in accordance with the terms provided therein; and

WHEREAS, the City intends for this Series 2010A Ground Lease to remain in full force and effect until the termination of the Lease Term, as provided below.

NOW, THEREFORE, the City and the Corporation accordingly hereby covenant and agree as follows:

Section 1. Lease of Series 2010A Facility Sites. Subject to Permitted Encumbrances (as described in Exhibit A attached hereto and made a part hereof), the City hereby demises and leases the Series 2010A Facility Sites, more particularly described in **Exhibit A**, as the same may be amended from time to time pursuant to one or more supplements thereto, to the Corporation, and the Corporation hereby hires, takes and leases the Series 2010A Facility Sites from the City, for the term, at the rental and on the conditions herein set forth. Such demising and leasing shall include the following rights:

(i) The right to utilize the adjacent property of the City for Access and for the Services reasonably necessary to the full use and enjoyment of the Series 2010A Facility Sites; provided that the locations on the adjacent property of the City utilized for such purposes shall be reasonably agreed upon by the Corporation and the City; and provided, further, that the rights shall include, but not necessarily be limited to, the right to utilize for such purposes any portion of the adjacent property of the City (e.g., the rights shall include, but not necessarily be limited to, the right to utilize for appropriate purposes, any drives, parking areas, drainage facilities or sewer, water, gas, electric or telephone lines from time to time located upon the adjacent property of the City, together with the right to “tie-in” or “connect” thereto). If the Lease Term of the Series 2010A Lease terminates prior to the termination of the term of this Series 2010A Ground Lease, the City and the Corporation shall each have the right to install such meters or submeters as may be reasonably appropriate to the end that the Corporation is charged for consumption of such utilities on the Series 2010A Facility Sites.

(ii) The adjacent property of the City and the Series 2010A Facility Sites may contain certain elements, features or parts which are structural elements of both the adjacent property of the City and the Series 2010A Facility Sites. Such structural elements include, but are not necessarily limited to, the following:

(A) All utility lines, ducts, conduits, pipes and other utility fixtures and appurtenances which are located on or within either the Series 2010A Facility Sites or Series 2010A Facilities on the one hand or the adjacent property of the City on the other hand and which, directly or indirectly, in any way, service the other.

(B) All division walls (hereinafter referred to as “Party Walls”) between the Series 2010A Facility Sites and the adjacent property of the City upon the common line between the Series 2010A Facility Sites and the adjacent property of the City (hereinafter referred to as the “Lot Line”) provided that the mere fact that such a division wall is found not to be on the Lot Line shall not preclude that division wall from being a Party Wall.

(C) The roof and all roof support structures and any and all appurtenances to such roof and roof support structures including, without limitation, the roof covering, roof trim and roof drainage fixtures (collectively referred to as “Roofing”) to the extent interrelated between the Series 2010A Facility Sites and the adjacent property of the City. Should the Roofing of any Series 2010A Facilities extend beyond the Lot Line, the right therefor is hereby granted and should the Roofing of the adjacent property of the City extend beyond the Lot Line onto the Series 2010A Facility Sites, the right therefor is hereby reserved.

(D) The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto to the extent interrelated between the Series 2010A Facilities and the adjacent property of the City (collectively referred to as “Flooring”). Should the Flooring of the Series 2010A Facilities extend beyond the Lot Line, the right therefor is hereby granted and should the Flooring of the adjacent property of the City extend beyond the Lot Line onto the Series 2010A Facility Sites, the right therefor is hereby reserved.

(iii) The Series 2010A Facility Sites rights further include the right of the Series 2010A Facilities to encroach upon the adjacent property of the City as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching Series 2010A Facilities shall remain undisturbed for as long as same exist and, for so long as such encroachment exists, that portion of the adjacent property of the City on which same exists shall be deemed to be a part of the Series 2010A Facility Sites. In addition, the Series 2010A Facility Sites rights include the right to utilize that portion of the adjacent property of the City as may be reasonably necessary in order to maintain and repair the Series 2010A Facilities. The Series 2010A Facility Sites rights further include cross rights of support and use over, upon, across, under, through and into the common structural elements in favor of the Corporation (and like rights are hereby reserved unto the City) for the continued use, benefit and enjoyment and continued support, service, maintenance and repair of all such common structural elements.

The City, at its sole expense, shall bring or cause to be brought to the Series 2010A Facility Sites adequate connections for water, electrical power, telephone, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services and shall provide to the Series 2010A Facility Sites water services and capacity sufficient for the contemplated operation of the Series 2010A Facilities thereon; including, but not limited to, heating, ventilation and air conditioning equipment. Either the City or the Corporation shall have the right, at its own expense, to request and receive telephone and communication services from the utility companies furnishing such services subject to the customary rules and regulations of said utility companies whether the companies deliver such services directly through their own conduits or pipes, or through conduits and pipes owned by the City. The City agrees to grant such utility companies rights of access over, under and across the remaining property of the City adjoining the Series 2010A Facility Sites, if any, as shall be necessary and convenient

for the efficient operation of the Series 2010A Facilities, and which do not materially impair the present and future uses of such remaining property of the City, if any.

Section 2. Ground Lease Term; Option to Renew. The initial Lease Term for the Series 2010A Facility Sites shall commence on the commencement date of the Series 2010A Lease (the “Commencement Date”) and shall end on [November 1, 2044]. If, upon the termination of the Lease Term as a result of non-appropriation or default pursuant to Section 4.1(b) or 4.1(c) of the Master Lease, the Corporation or the Trustee as the assignee of the Corporation excludes the City from possession of the Series 2010A Facility Sites and Series 2010A Facilities, the City grants to the Corporation the right and option to renew this Series 2010A Ground Lease for an additional term not to exceed five (5) years, at a fair market rental to be determined, adjusted and paid in the manner set forth in Section 3 of this Series 2010A Ground Lease.

Notwithstanding the foregoing, this Series 2010A Ground Lease may be terminated by the City on any date prior to the end of the initial term or any renewal term hereof, which date is at least one (1) day after the date of termination of the Series 2010A Lease, upon not less than ten (10) days prior written notice to the Corporation, (a) upon payment of the Purchase Option Price, pursuant to Section 7.2 of the Master Lease, with respect to the Series 2010A Facilities, and full performance and satisfaction of the City’s obligations under the Series 2010A Lease, or (b) upon the provision for payment of all Lease Payments under the Series 2010A Lease pursuant to Section 7.3 of the Master Lease, together in each case with payment of the sum of \$1.00. This Series 2010A Ground Lease may likewise be modified at the request of the City at any time, upon similar notice and modification of the Series 2010A Lease (a) to reflect the substitution of all or a portion of the Series 2010A Facilities and Series 2010A Facility Sites in accordance with Section 6.4 of the Master Lease, or (b) upon payment or provision for payment of the Purchase Option Price of all or a portion of one or more particular Series 2010A Facilities pursuant to Section 7.3 of the Master Lease, to reflect the release of one or more portions of the Series 2010A Facility Sites from this Series 2010A Ground Lease.

Section 3. Rent. (a) So long as the Lease Term has not been terminated as a result of non-appropriation or default pursuant to Section 4.1(b) or 4.1(c) of the Master Lease, the Corporation shall pay to the City as and for rental for the Series 2010A Facility Sites the sum of one dollar (\$1.00) per annum, which sum shall be due in advance on the Commencement Date (pro rated) and annually thereafter on the first day of each renewal Lease Term. At the option of the Corporation, the Corporation may prepay all or a portion of the ground rent payable hereunder for the entire initial lease term hereof from the proceeds of sale of the Series 2010A Certificates or otherwise.

(b) From and after the date on which the Lease Term shall have been terminated as a result of non-appropriation or default pursuant to Section 4.1(b) or 4.1(c) of the Master Lease, the Corporation shall pay as and for rental for the Series 2010A Facility Sites an amount determined by an M.A.I. appraisal to be the fair market rental for the Series 2010A Facility Sites (the “Appraisal”), which Appraisal shall be prepared by an appraiser selected by the Trustee as assignee of the Corporation (the cost of such Appraisal to be paid by the Trustee and reimbursed as provided in Article VI of the Trust Agreement); provided, however, that such fair market rental and the payment thereof shall be subject to the following adjustments and conditions:

(i) if the Lease Term shall have been terminated on a date other than September 30 of any year, the fair market rental determined pursuant to the Appraisal shall be pro rated for the number of days between the date of termination and the next succeeding September 30;

(ii) for each twelve month period beginning on the October 1 next succeeding the date on which such termination occurs and beginning on each succeeding October 1, the amount of the fair market rental determined by the Appraisal shall be adjusted by the percentage (positive or negative) which is equal to the Implicit Price Deflator of the Consumer Price Index published by the United States Department of Commerce for the region of the United States where Florida is located or for the United States as a whole if not so published for such region;

(iii) the fair market rental due in any year shall be paid in the current year only to the extent that the moneys received by the Trustee as assignee of the Corporation from the exercise of the remedies permitted under the Series 2010A Lease during the preceding twelve months prior to such October 1 exceeded the principal and interest portion of Basic Lease Payments under the Series 2010A Lease payable for such preceding twelve months and other amounts described in Section 504 of the Trust Agreement; provided, however, that any portion of such fair market rental not paid in any year due to the provisions of this clause (iii) shall remain due and payable and shall accumulate from year to year and shall be paid in any future year to the extent that moneys received in such year from the exercise of the remedies permitted by the Series 2010A Lease exceed the principal and interest portion of Basic Lease Payments under the Series 2010A Lease and other amounts described in Section 504 of the Trust Agreement and the fair market rental due in such years; and

(iv) the failure to pay any portion of the fair market rental in any year due to insufficiencies of moneys realized from the exercise of the remedies permitted under the Series 2010A Lease (1) shall not give rise to any obligation to pay interest on such unpaid fair market rental and (2) shall not constitute a default under this Series 2010A Ground Lease by the Corporation or the Trustee as the assignee of the Corporation.

Section 4. Title to Series 2010A Facility Sites; Possession. (a) Upon the Commencement Date and throughout the term of this Series 2010A Ground Lease, fee title to the Series 2010A Facility Sites shall be in the name of the City, subject to Permitted Encumbrances; title to the Series 2010A Facilities constructed on the Series 2010A Facility Sites shall be in the name of the Corporation and shall remain severed from title to the Series 2010A Facility Sites until the earlier of (i) payment in full, or provision for payment, of all Lease Payments under the Series 2010A Lease or payment of the then applicable Purchase Option Price of the Series 2010A Facilities, in accordance with Sections 7.2 or 7.3 of the Master Lease and Section 2 hereof, or (ii) the end of the term of this Series 2010A Ground Lease.

(b) The Corporation shall at all times during the term of this Series 2010A Ground Lease have a leasehold estate in the Series 2010A Facility Sites with full right to vest the use, enjoyment and possession of such leasehold estate therein in a Permitted Transferee (as defined herein).

(c) Possession and use of the Series 2010A Facility Sites, together with all improvements thereon, shall, upon the last day of the term of this Series 2010A Ground Lease or earlier termination of this Series 2010A Ground Lease pursuant to Section 2 hereof, automatically revert to the City free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of

any act by the Corporation or any Permitted Transferee. Upon such termination of this Series 2010A Ground Lease, the Corporation shall peaceably and quietly surrender to the City the Series 2010A Facility Sites together with any improvements located in or upon the Series 2010A Facility Sites. Upon such surrender of the Series 2010A Facility Sites, the Corporation or any Permitted Transferee, at the reasonable request of the City, shall execute an instrument in recordable form evidencing such surrender and shall deliver to the City all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Series 2010A Facility Sites in the possession of the Corporation or any Permitted Transferee.

(d) Any personal property of the Corporation, any Permitted Transferee or any Person which shall remain on the Series 2010A Facility Sites after expiration or earlier termination of the term of this Series 2010A Ground Lease and for thirty (30) days after request by the City for removal, shall, at the option of the City, be deemed to have been abandoned and may be retained by the City and the same may be disposed of, without accountability, in such manner as the City may see fit.

(e) If the Corporation or any Permitted Transferee holds over or refuses to surrender possession of the Series 2010A Facility Sites after expiration or earlier termination of this Series 2010A Ground Lease, the Corporation or any Permitted Transferee shall be a tenant at sufferance and shall pay rent equal to the fair market rental of the Series 2010A Facility Sites determined in the manner provided in Section 3(b) hereof.

Section 5. Use of Series 2010A Facility Sites; Assignments and Subleases. The Corporation may use the Series 2010A Facility Sites for any lawful purpose; however, the parties agree that unless the Series 2010A Lease shall have been terminated as a result of non-appropriation or default pursuant to Section 4.1(b) or 4.1(c) of the Master Lease, the Series 2010A Facility Sites shall be used solely for municipal purposes. Unless the Series 2010A Lease shall have been so terminated, no assignment of this Series 2010A Ground Lease or subletting of the Series 2010A Facility Sites may be made except as provided in the Series 2010A Assignment Agreement, the Series 2010A Lease, the Trust Agreement and in any agreement with a Credit Facility Issuer, if any, without the prior written consent of the City. In the event that the Series 2010A Lease shall be terminated pursuant to Section 4.1(b) or 4.1(c) of the Master Lease, then the Corporation's interest in this Series 2010A Ground Lease may be assigned by the Trustee to any third party, including a Credit Facility Issuer (a "Permitted Transferee"), who may alter, modify, add to or delete from the Series 2010A Facilities existing from time to time on the Series 2010A Facility Sites.

The City represents and covenants that the Series 2010A Facility Sites are presently zoned to allow government use, and that the City shall take no action with respect to zoning or other land use regulation applicable to the Series 2010A Facility Sites except as directed by the Corporation. The City shall do everything in its power to assist the Corporation in obtaining such building permits, subdivision approvals, or zoning changes or variances as the Corporation may deem necessary or desirable or such other permits, licenses, approvals or other actions which the Corporation deems necessary or desirable in order to enable the Corporation to use the Series 2010A Facility Sites for such purposes as the Corporation shall determine, provided, however, that neither the Corporation nor any Permitted Transferee shall use or permit the Series 2010A Facility Sites to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto.

It is understood that all right, title and interest of the Corporation in and to this Series 2010A Ground Lease is to be irrevocably assigned by the Corporation to the Trustee pursuant to the Series

2010A Assignment Agreement, except that the Corporation shall continue to hold title to the Series 2010A Facilities as described in Section 4 hereof and in the Series 2010A Lease. The City agrees that upon such assignment the Trustee shall have all of the rights of the Corporation hereunder assigned to the Trustee, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Series 2010A Ground Lease or otherwise) that the City may from time to time have against the Corporation or any person or entity associated or affiliated therewith. The City acknowledges that the Trustee is acting on behalf of the holders of the Certificates, as their interest may appear, and may, under certain circumstances assign this Series 2010A Ground Lease to a Permitted Transferee.

Notwithstanding anything to the contrary herein or in any exhibit, instrument, document or paper relating to this Series 2010A Ground Lease or any of the transactions contemplated hereby, the parties hereto acknowledge and agree that upon the assignment by the Corporation of its rights hereunder to the Trustee pursuant to the Series 2010A Assignment Agreement, the Corporation shall have no further obligation, liability or responsibility hereunder and no party hereto nor its successors or assigns shall look to the Corporation for any damages, expenses, fees, charges or claims with respect to the failure of any obligations hereunder to be performed.

Section 6. Right of Entry. Unless the Series 2010A Lease shall have been terminated as a result of non-appropriation or default pursuant to Section 4.1(b) or 4.1(c) of the Master Lease, the City shall have the right for any of its duly authorized representatives to enter upon the Series 2010A Facility Sites at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 7. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Series 2010A Ground Lease, which default continues for sixty (60) days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law; provided, however, that so long as any Certificates representing an undivided proportionate interest in a portion of the Basic Lease Payments payable under the Series 2010A Lease are outstanding and except as provided in Section 2 herein, this Series 2010A Ground Lease shall not be terminated. The City shall have recourse solely against the leasehold estate of the Corporation in the Series 2010A Facility Sites, and any proceeds thereof, for the payment of any liabilities of the Corporation hereunder. The rights of the City under this Section 7 shall be subordinate in all respects to the rights of the holders of the Certificates.

Section 8. Quiet Enjoyment. The Corporation at all times during the term of this Series 2010A Ground Lease shall peacefully and quietly have, hold and enjoy the Series 2010A Facility Sites, without hindrance or molestation subject to the provisions hereof and of the Series 2010A Lease, the Series 2010A Assignment Agreement and the Trust Agreement.

Section 9. Liens. Unless the Series 2010A Lease shall have been terminated as a result of non-appropriation or default pursuant to Section 4.1(b) or 4.1(c) of the Master Lease, neither the City nor the Corporation shall, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to such Series 2010A Facility Sites, other than Permitted Encumbrances. The City shall reimburse the Trustee for any expense incurred by the Trustee in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. Upon termination of the Series 2010A Lease as provided above, the Corporation, the Trustee and any Permitted Transferee may enter into a mortgage or other encumbrance of its leasehold estate in the Series 2010A Facility Sites, provided, however, that the City's title to the Series 2010A Facility Sites shall not be

subject to or encumbered by any such mortgage or other encumbrance, including without limitation any mechanic's or materialman's liens.

Section 10. Condemnation. In the event that any person, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the Ground Lease Term acquire title to the Series 2010A Facility Sites:

(a) So long as the Series 2010A Lease is in effect, the Net Proceeds resulting therefrom shall be applied pursuant to the Master Lease.

(b) After the end of the Lease Term of the Series 2010A Lease, (i) if such person acquires title to such a substantial portion of the Series 2010A Facility Sites that the Corporation determines that it cannot economically make use of the residue thereof for the lawful purposes intended or permitted by this Series 2010A Ground Lease, such acquisition of title or payment of such claim shall terminate the Ground Lease Term, effective as of the date on which the condemning party takes possession thereof or on the date of payment of such claim, as applicable, and the Net Proceeds resulting therefrom shall be paid to the City and the Corporation, as their respective interests may appear; and (ii) if such person acquires title to a portion of the Series 2010A Facility Sites such that the Corporation determines that it can economically make beneficial use of the residue thereof for the purposes intended by this Series 2010A Ground Lease, then this Series 2010A Ground Lease shall continue in full force and effect and the Net Proceeds resulting therefrom shall be paid to the City and the Corporation, as their respective interests appear.

(c) Any taking of any portion of the Series 2010A Facility Sites shall be deemed substantial hereunder.

(d) It is understood that the foregoing provisions of this Section 10 shall not in any way restrict the right of the City or the Corporation to appeal the award made by any court or other public agency in any condemnation proceeding.

Section 11. Estoppel Certificates. The City, at any time and from time to time, upon not less than thirty (30) days prior written notice from the Corporation, will execute, acknowledge and deliver to the Corporation, or to whomsoever it may direct, a certificate of the City certifying that this Series 2010A Ground Lease is unmodified (or, if there have been any modifications, identifying the same), that this Series 2010A Ground Lease is in full force and effect and that there is no default hereunder (or, if so, specifying the default). It is intended that any such certificate may be relied upon by any Person.

Section 12. Amendments. Other than amendments in connection with the acquisition of the Series 2010A Facility Sites, no amendment may be made to this Series 2010A Ground Lease without the prior written consent of the Trustee and each Credit Facility Issuer securing a Series of Certificates representing an undivided proportionate interest in a portion of the Basic Lease Payments payable under the Series 2010A Lease. In the event that there is no Credit Facility Issuer, except as otherwise provided herein, the consent of the Holders of at least a majority in principal amount of the Certificates Outstanding who are affected by such amendment shall be required. Notwithstanding the foregoing, this Series 2010A Ground Lease may be amended without the prior written consent of the Trustee and the Credit Facility Issuer, if any, or the consent of the Holders of Certificates if the purpose for such amendment does not require consent pursuant to Section 9.4 of the Series 2010A Lease. Copies of all amendments hereto shall be provided to each Rating Agency, whether effected pursuant to Section 702 or Section 703 of the Trust Agreement.

Section 13. Binding Effect. This Series 2010A Ground Lease shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns, provided, however, that the Trustee is entitled to the benefits of the provisions hereof.

Section 14. No Merger of Leasehold Estate. There shall be no merger of this Series 2010A Ground Lease or of the leasehold estate hereby created with the fee estate in the Series 2010A Facility Sites by reason of the fact that, through the exercise of remedies hereunder or otherwise, the same person may acquire or hold, directly or indirectly, this Series 2010A Ground Lease or leasehold estate hereby created or any interest herein or therein, and the fee estate in the Series 2010A Facility Sites or any interest in such fee estate. There shall be no merger of this Series 2010A Ground Lease with the Series 2010A Lease by reason of the fact that the City is the owner of the fee title to the Series 2010A Facility Sites and the leasehold estate in the Series 2010A Facilities created under the Series 2010A Lease or by reason of the fact that the Corporation is the owner of the leasehold estate in the Series 2010A Facility Sites created hereby and is the owner of the fee title in the Series 2010A Facilities as provided in the Series 2010A Lease.

Section 15. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid to the following addresses, or to such other address or addresses as shall be designated by the parties in writing:

Corporation:	Miami Gardens Leasing Corporation c/o City of Miami Gardens, Florida 1515 NW 167 th Street Building 5, Suite 200 Miami Gardens, Florida 33169 Attention: President
City:	City of Miami Gardens, Florida 1515 NW 167 th Street Building 5, Suite 200 Miami Gardens, Florida 33169 Attention: City Manager
Trustee:	Wells Fargo Bank, N.A. 301 East Pine Street, Suite 1150 Orlando, Florida 32801 Attention: Corporate Trust Department

Section 16. Severability. In the event any provision of this Series 2010A Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 17. Applicable Law. This Series 2010A Ground Lease shall be governed by and construed in accordance with the laws of the State of Florida.

Section 18. Execution in Counterparts. This Series 2010A Ground Lease may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

Section 19. Memorandum of Ground Lease. Simultaneously with the execution of this Series 2010A Ground Lease, the City and the Corporation shall each execute, acknowledge and deliver a Memorandum of Ground Lease with respect to this Series 2010A Ground Lease. Said Memorandum of Ground Lease shall not in any circumstances be deemed to change or otherwise to affect any of the obligations or provisions of this Series 2010A Ground Lease. Upon the modification of this Series 2010A Ground Lease as provided in Section 2 hereof, the Memorandum of Ground Lease shall be appropriately amended.

Section 20. No Personal Liability. No covenant or agreement contained in this Series 2010A Ground Lease shall be deemed to be the covenant or agreement of any official of the City or the Corporation or any officer, employee or agent of the City or the Corporation, or of any successor thereto, in an individual capacity, and neither the members of the City or the Corporation executing this Series 2010A Ground Lease nor any officer, employee, agent of the City or the Corporation shall be personally liable or accountable by reason of the execution or delivery hereof.

Section 21. Third Party Beneficiary. Each Credit Facility Issuer securing the Certificates shall be deemed to be a third party beneficiary of this Series 2010A Ground Lease.

Section 22. Radon Gas. Pursuant to Section 404.056, Florida Statutes, the following notification is hereby given: “RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Corporation has caused this Series 2010A Ground Lease to be executed in its corporate name and its corporate seal to be hereunto affixed and attested by its duly authorized officers and the City has caused this Series 2010A Ground Lease to be executed in its name and its seal to be hereunto affixed by its duly authorized officials, all as of the date first above written.

[SEAL]

CITY OF MIAMI GARDENS, FLORIDA

Attest:

By: _____
[]
Mayor

By: _____
Ronetta Taylor, MMC
City Clerk

[SEAL]

MIAMI GARDENS LEASING CORPORATION

Attest:

By: _____
[]
President

By: _____
Ronetta Taylor, MMC
Secretary

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

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that [] and Ronetta Taylor, MMC, personally known to me to be the same persons whose names are, respectively, as Mayor and City Clerk, respectively, of the CITY OF MIAMI GARDENS, FLORIDA, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said City, and delivered the said instrument as the free and voluntary act of said City and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of November, 2010.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or Type as Commissioned.)

- Personally known to me, or
- Produced identification

(Type of Identification Produced)

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

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that [_____] and Ronetta Taylor, MMC, personally known to me to be the same persons whose names are, respectively, as President and Secretary of MIAMI GARDENS LEASING CORPORATION, a Florida not-for-profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of November, 2010.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or Type as Commissioned.)

- Personally known to me, or
- Produced identification

(Type of Identification Produced)

EXHIBIT A

SERIES 2010A FACILITY SITES

A. Description of Real Estate

Tract "A", of CITIZENS NATIONAL TRACT, according to the Plat thereof, as recorded in Plat Book 84, at Page(s) 8, of the Public Records of Miami-Dade County, Florida.

B. Permitted Encumbrances

1. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat recorded in Plat Book 2, Page(s) 96, of the Public Records of Miami-Dade County, Florida.
2. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat recorded in Plat Book 66, Page(s) 110, of the Public Records of Miami-Dade County, Florida.
3. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat recorded in Plat Book 84, Page(s) 8, of the Public Records of Miami-Dade County, Florida.
4. Covenants, conditions and restrictions (but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income , as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law) as set forth in the document recorded on June 16, 1958, in 58R-92738, of the Public Records of Miami-Dade County, Florida.
5. Easement(s) for the purpose(s) as may be shown below and rights incidental thereto as set forth in a document for the purpose of water and sewer service, recorded on April 18, 1978, in O.R. Book 10007, Page 1809, of the Public Records of Miami-Dade County, Florida.
6. Any rights or interests as indicated by that certain instrument Unity of Title, recorded on February 20, 1963, in Clerk's File No. 63R-29933, of the Public Records of Miami-Dade County, Florida.
7. Any rights or interests as indicated by that certain instrument Agreement, recorded on January 16, 1964 recorded Clerk's File No. 64R-9544, of the Public Records of Miami-Dade County, Florida.
8. Notice of Violations recorded August 18, 2003 in Official Records Book 21546, Page 2173, of the Public Records of Miami-Dade County, Florida.
9. [Matters shown by that certain survey prepared by Caulfield & Wheeler, Inc. Survey No. 2822-1, revised January 8, 2008.]



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 14, 2010		Item Type:	Resolution X	Ordinance	Other
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading
	X			Public Hearing:	Yes	No
Funding Source:	SFWMD Stormwater Grant and Public Works Stormwater - Fund		Advertising Requirement:		Yes	
						X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:			
	X					
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Public Works Department/Stormwater		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF SIXTY-TWO THOUSAND, EIGHT HUNDRED AND SEVENTY DOLLARS (\$62,870.00) TO CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. FOR TWO (2) STORMWATER PROJECTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

In the middle of this year, the South Florida Water Management District (SFWMD) informed the City of available funding for stormwater projects. The City applied and received funding in the amount of \$162,073 which was presented to Council in November 2009.

This awarded amount, along with matching funds from the City, will support two stormwater projects aimed to minimize ponding and to afford better drainage:

- 1) NW 21st Avenue between NW 194th Terrace and NW 196th Street:
 - \$131, 096 (SFWMD) + \$218,904 (City) = \$350,000
- 2) NW 38th Place between NW 208th and 209th Street:

**ITEM J-1) CONSENT AGENDA
RESOLUTION
P.O. to Chen and Associates
Consulting Engineers, Inc.**

- \$30,977 (SFWMD) + \$120,000 (City) = \$150,977

On February 25, 2009, City Council in accordance with Resolution No #2009-41-959 authorized the City Manager to approve a Nonexclusive Continuing Contract with Chen & Associates Civil & Environmental Engineers, located in Miami Beach, FL for civil and environmental engineering services. Staff and Chen Engineers prepared a scope of services, a schedule and appropriate fee for these stormwater projects. The proposed fee for the design services, which includes construction documents, is:

1) NW 21 st Avenue between NW 194 th Terrace and NW 196 th Street	\$44,520.
2) NW 38 th Place between NW 208 th and 209 th Street	<u>\$18,350.</u>
TOTAL:	\$62,870.

Proposed Action:

That City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Chen & Associates Civil & Environmental Engineers, located in Miami Beach, FL. for engineering services for two stormwater projects, NW 38 Place and NW 21 Avenue, in an amount of \$62,870.

Attachment:

Exhibit A Scope of Services (NW 38 Place)
Exhibit B Scope of Services (NW 21 Avenue)

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF SIXTY-TWO THOUSAND, EIGHT HUNDRED AND SEVENTY DOLLARS (\$62,870.00) TO CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. FOR TWO (2) STORMWATER PROJECTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Florida Water Management District ("SFWMD") awarded One Hundred Sixty-Two Thousand, Seventy-Three Dollars (\$162,073.00) to the City to support two (2) stormwater projects, and

WHEREAS, the projects will be aimed at improving the drainage along N.W. 21st Avenue from N.W. 194th Terrace to N.W. 196th Street, and at N.W. 38th Place, from N.W. 208th to 209th Street, and

WHEREAS, on February 25, 2009, the City Council adopted Resolution No. 2009-41-959, which authorizes the City Manager to approve a non-exclusive continuing contract with Chen and Associates Consulting Engineers, Inc. ("Chen"), located in Miami Beach, Florida for civil and environmental engineering services, and

WHEREAS, City staff and Chen's engineers prepared a scope of services and a schedule of appropriate fees for the proposed stormwater projects, and

WHEREAS, the proposed fee for the design services for the stormwater project, which includes construction documents is Sixty-Two Thousand, Eight Hundred Seventy Dollars (\$62,870.00),

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

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

4 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
5 hereby authorizes the City Manager to issue a purchase order in the amount of Sixty-
6 Two Thousand, Eight Hundred Seventy Dollars (\$62,870.00) to Chen and Associates
7 Consulting Engineers, Inc., for engineering services for two (2) stormwater projects.

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

10 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS
11 AT ITS REGULAR MEETING HELD ON _____, 2010.

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY:_____

1 **VOTE:** _____

2
3
4
5
6
7
8
9
10
11
12
13

Mayor Shirley Gibson	___(Yes)	___(No)
Vice Mayor Aaron Campbell, Jr.	___(Yes)	___(No)
Councilman Melvin L. Bratton	___(Yes)	___(No)
Councilman Oliver Gilbert, III	___(Yes)	___(No)
Councilwoman Barbara Watson	___(Yes)	___(No)
Councilwoman Sharon Pritchett	___(Yes)	___(No)
Councilman André Williams	___(Yes)	___(No)

EXHIBIT A

SCOPE OF SERVICE

Drainage Design: Residential Area from
NW 38th Avenue to NW 38th Place and from NW 208th Street to NW 209th Street

BACKGROUND

As per continuing services contract ITB# 08-09-006, Chen and Associates was asked by the City of Miami Gardens (CITY) to design the stormwater improvements for the residential area from NW 38th Avenue to NW 38th Place and NW 208th Street to NW 209th Street. A Project Area Map is included in Exhibit A. The project is funded through a grant program, and has a budget of \$150,000 (including design services). In order to adhere to this limited budget, the project design will be minimized along the following guidelines.

- Minimum survey – elevations of crown of road and edge of pavement only. Stage storage calculations will be based on processed LiDAR data, attached.
- Minimum geotechnical – as the soils are consistent throughout the project area, the project will perform 2 percolation tests
- Model – Model will be made for 5 year storm for Right of Way only
- Design – design will be based on depth from crown of road with 18" exfiltration pipe, 15" RCP with flowable fill for crossings and regarding swales
- Minimum Restoration – design will be adjusted for conflicts with existing utilities, avoiding stamped concrete driveways and tree relocation (but including new asphalt)
- Submittal – Submittals will be at 50%, 90% and Final Completion. Plans will be provided on 11x17 sheets with digital copy
- Permit – There will be no permit for the CITY. There will be a permit for Department of Environmental Resources Management (DERM) and South Florida Water Management District (SFWMD)
- Construction Documents – ENGINEER will provide a construction estimate. If the bid exceed the budget, the quantities of pipe and swale will be reduced accordingly
- Technical Specifications – A list of bid items will be provided. The CITY will assemble the front end and technical specifications
- Bid Assistance – The CITY will perform all procurement. The ENGINEER will be available to answer questions during bidding
- Construction Administration – The CITY will perform inspections. ENGINEER will approve shop drawings, answer questions and attend the pre-bid meeting
- Certification – The CITY will certify the project

SCOPE OF SERVICES

The ENGINEER will perform the following tasks:

Task 1: Field Investigation and Existing Conditions

1.1 Coordination with Agencies

ENGINEER shall coordinate with CITY and all applicable agencies.

1.2 Survey Coordination

ENGINEER shall coordinate with surveyor in order to obtain the required topographic data for the existing conditions plan and the proposed design. ENGINEER shall review data upon completion of the survey.

1.3 Geotechnical Coordination

ENGINEER shall coordinate with geotechnical engineer to perform one (1) soil percolation tests.

1.4 Field Verification

ENGINEER shall conduct field visits to assess the existing conditions of the project area and to verify the topographic survey.

1.5 Utility Coordination

ENGINEER will contact the applicable agencies to request the existing utility information for the project area. Soft digs to vertically locate utilities will not be included.

Task 1 Deliverable

ENGINEER will provide the CITY a schedule of calendar deadlines within 7 days of Notice to Proceed. Other Task 1 deliverables will be provided in the Task 2 submittal.

Task 2: 50% Review Submittal

2.1 50% Design Submittal

ENGINEER will produce and submit required sets of drawings to Project Manager. These drawings will consist of the existing conditions and a conceptual design for review by the CITY and governing regulatory agencies.

2.2 50% Cost Estimate

ENGINEER will utilize the 50% design plans to produce a preliminary cost estimate. The cost estimate will include the bid tab items and will be accurate within 20% of final cost.

Task 2 Deliverable

ENGINEER shall provide the following within 45 days of Notice to Proceed:

- 50% design drawings, 2 sets of 11x17, one digital copy
- Preliminary design calculations
- 50% Construction Cost Estimate
- 50% Bid tab Items

Task 3: 90% Review Submittal

3.1 90% Design Submittal

ENGINEER will produce and submit required sets of drawings to the Project Manager. These drawings will incorporate comments received at the 50% design

review. Additionally, these drawings will incorporate all the details and information necessary for the completion of the project for a final review.

3.2 90% Cost Estimate

ENGINEER will utilize the 90% design plans to produce a cost estimate. The cost estimate will include the bid tab items and will be accurate to 10% of the final construction budget depending on design change comments received from CITY.

3.3 90% Technical Specifications

ENGINEER will provide a list of contract document bid items for review. ENGINEER will provide technical specifications for review by CITY.

Task 3 Deliverable

ENGINEER shall provide the following within 30 days of CITY approval of Task 2.

- 90% design drawings, 2 sets of 11x17, one digital copy
- Design calculations
- 90% Construction Cost Estimate
- 90% Bid tab Items
- Technical Specifications

Task 4: Permits

4.1 Permit Applications

ENGINEER will obtain, review and complete permit applications. ENGINEER will then send applications to CITY for review, signature and check(s) for all permit and application fees. Regulatory agencies anticipated to be involved are as follows:

- DERM
- SFWMD

CITY will take the permit application package to DERM and pay the necessary permit fee.

4.2 Permit Revisions

ENGINEER will revise applications, plans, specifications or reports as per regulatory agencies' comments.

Task 4 Deliverable

ENGINEER shall provide the following within 14 days of CITY approval of Task 3.

- Complete permit application for DERM and SFWMD, signed and sealed by Professional Engineer in the State of Florida.
- Complete set of permit calculations

Task 5: Final Drawings

5.1 Review Meetings

ENGINEER will attend two meetings with CITY staff to discuss comments after the 50% and 90% submittals. ENGINEER will attend up to three meetings with regulatory agencies, one at each design phase.

5.2 Final Drawings & Specifications

ENGINEER will utilize the 90% plan, specification and permit review comments to prepare the bid set of drawings. ENGINEER will produce required sets of plans, bid tab items and technical specifications for bid.

Task 5 Deliverable

ENGINEER shall provide the following within 14 days of receipt of comments from permitting agency and CITY.

- 100% design drawings, 2 sets of 11x17, one digital copy
- Final Design Calculations
- 100% Construction Cost Estimate
- Final Bid tab Items
- Technical Specifications

Task 6: Bidding Assistance

6.1 Pre-Bid Meeting

ENGINEER will attend the Pre-Bid Meeting and will answer all questions and clarifications that are technical in nature.

6.2 Bid Clarification & Addenda

ENGINEER will respond to all written questions requesting clarification of the technical documents for this project.

Task 6 Deliverables

ENGINEER shall provide written clarifications to questions from CITY or written questions from Contractors within 72 hours of receipt of questions.

Task 7: Construction Administration

7.1 Construction Technical Clarifications

CITY will serve as the construction administrator for this project. Review of contract changes, pay requests and coordination issues are all considered construction administration.

ENGINEER will not perform any on-site inspections, but will be available to answer questions from the CITY during construction

Task 7 Deliverables

ENGINEER shall provide written clarifications to questions from CITY or written questions from Contractors within 72 hours of receipt of questions.

Task 8: Reimbursables

8.1 Printing

ENGINEER shall provide all contract document reproduction during the design and construction phases of this project. All printing costs will be reimbursed. CITY will coordinate and pay for printing of Bid Sets.

8.2 Topographic Survey

Survey costs will be reimbursed by CITY.

8.3 Geotechnical Investigation

Percolation test costs will be reimbursed by CITY.

OWNER PROVIDED SERVICES

- a. Provide contract administration, management and technical reviews of all work associated with the development and preparation of the contract plans.
- b. Provide a single Project Manager or point of contact for all technical clarifications.
- c. Provide assistance in coordinating with agencies.
- d. Provide copy of storm event map.
- e. Submit package prepared by ENGINEER to DERM for review.
- f. Provide all permit fees.
- g. Provide bid advertisement.
- h. Provide front end documents.
- i. CITY will certify project with permitting agencies.
- j. If required, CITY will provide depth to groundwater table for project area.

FEE AND PAYMENT

The fee for the above scope of service would be billed at a lump sum of **\$18,350.00**. The fees are listed by task within the table below. Reimbursable expenses of \$3,850 for topographic survey, geotechnical testing and construction documents reproduction shall be billed at cost. The CITY is to be billed monthly for the estimated percentage of completion.

Task Description	Total
TASK 1 – Field Investigation and Existing Conditions	\$2,830
TASK 2 – 50% Review Submittal	\$2,520
TASK 3 – 90% Review Submittal	\$2,375
TASK 4 – Permits	\$2,575
TASK 5 – Final Drawings	\$2,030
TASK 6 – Bidding Assistance	\$1,550
TASK 7 – Construction Administration	\$620
TASK 8 – Reimbursables	\$3,850
Total	\$18,350

Fee Summary Description	Total Fees	% of Total Budget
Chen and Associates Design and Permits (Task 1 - Task 7)	\$14,500	9.7%
Reimbursable Expenses (Survey and Geotechnical)	\$3,850	2.6%
Total Engineering Costs	\$18,350	12.2%

DELIVERABLES

Deliverables are described in the Scope of Services. Construction services will be delivered during the period from the time of commencement of construction to substantial completion. Punch list items are expected to be completed within thirty (30) days after substantial completion.

Within seven (7) days after the Notice-To-Proceed, the ENGINEER shall provide a schedule of calendar deadlines to the CITY. The schedule shall be reviewed and resubmitted for CITY approval if there are any date changes for the project milestones.

City of Miami Gardens
Drainage Improvements NW 38th Avenue to NW 38th Place and from NW 208th Street to NW 209th Street

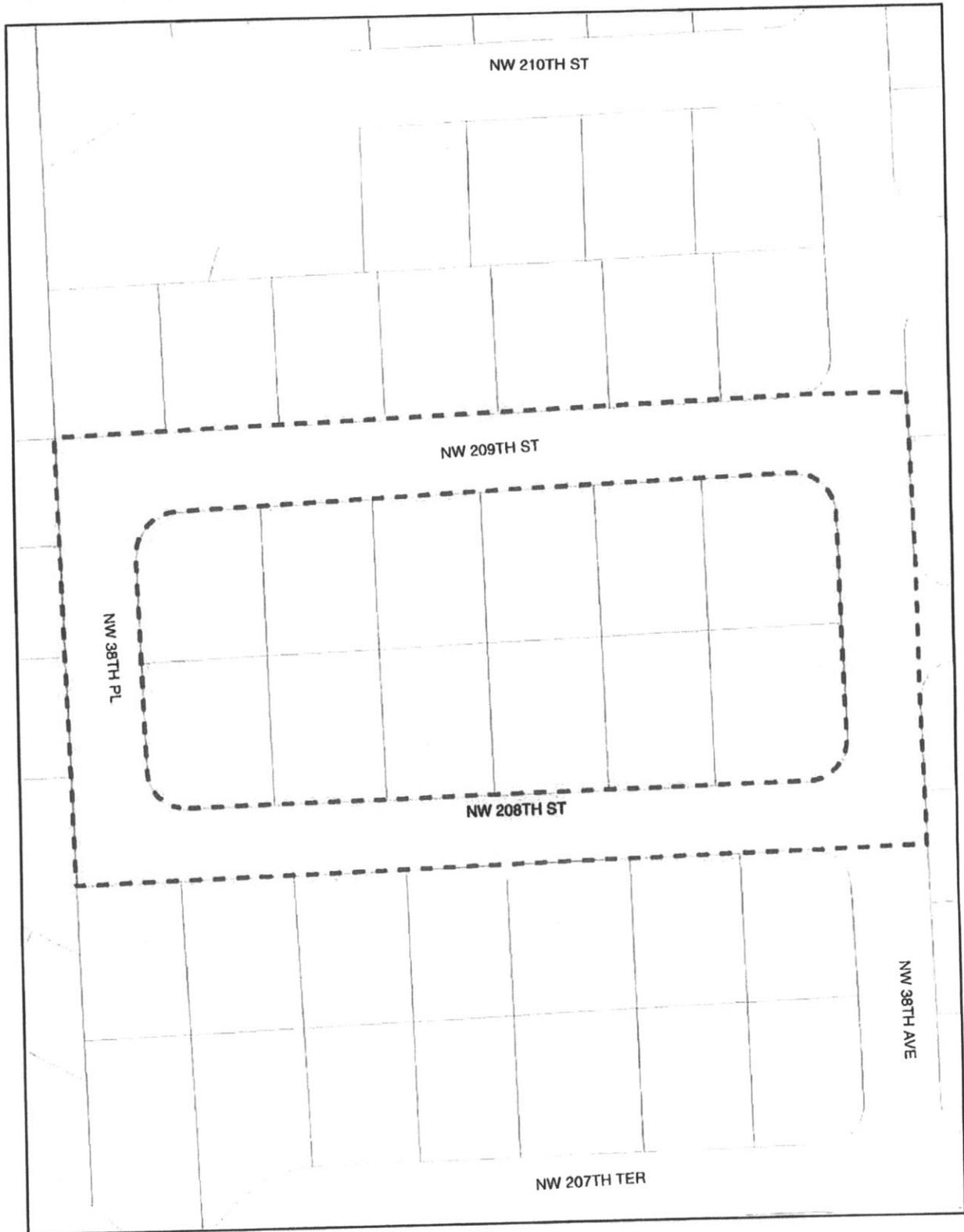
Chen and Associates Project # 133.002

	Subconsultant Costs	Professional Staffing							Total	
		CAD			Senior		Project			
		Clerical	Technician	Inspector	Inspector	Engineer	Engineer	Manager		Principal
Hourly Rate 2009		\$60.00	\$75.00	\$88.00	\$125.00	\$100.00	\$115.00	\$155.00	\$210.00	
TASK 1 – Field Investigation and Existing Conditions										
1.1 - Coordination with Agencies						2		2	\$510	
1.2 - Survey Coordination						2			\$200	
1.3 - Geotechnical Coordination						1			\$100	
1.4 - Field Verification						4		4	\$1,020	
1.5 - Utility Coordination			8			4			\$1,000	
TASK 2 – 50% Review Submittal										
2.1 - 50% Design Submittal			12			8		2	\$2,010	
2.2 - 50% Cost Estimate						2		2	\$510	
TASK 3 – 90% Review Submittal										
3.1 - 90% Design Submittal			8			4		2	\$1,310	
3.2 - 90% Cost Estimate						2		1	\$355	
3.3 - 90% Technical Specifications						4		2	\$710	
TASK 4 – Permits										
4.1 - Permit Applications			8			8		2	1	\$1,920
4.2 - Permit Revisions			4			2		1	\$655	
TASK 5 – Final Drawings										
5.1 - Review Meetings						4		4	\$1,020	
5.2 - Final Drawings and Specifications			4			4		2	\$1,010	
TASK 6 – Bidding Assistance										
6.1 - Pre-Bid meeting								6	\$930	
6.2 - Bid Clarification and Addenda								4	\$620	
TASK 7 – Construction Administration										
7.1 - Construction Technical Clarifications								4	\$620	
TASK 8 – Reimbursables										
8.1 - Printing:		\$50								
8.2 - Topographic Survey		\$3,300								
8.3 - Geotechnical Investigation		\$500								

SUMMARY	Total per Task
TASK 1 – Field Investigation and Existing Conditions	\$2,830
TASK 2 – 50% Review Submittal	\$2,520
TASK 3 – 90% Review Submittal	\$2,375
TASK 4 – Permits	\$2,575
TASK 5 – Final Drawings	\$2,030
TASK 6 – Bidding Assistance	\$1,550
TASK 7 – Construction Administration	\$620
TASK 8 – Reimbursables	\$3,850
TOTAL	\$18,350

	Total	Percent of Total Budget
Chen and Associates Design and Permits (Task 1 - Task 7)	\$14,500	9.7%
Reimbursable Expenses (Survey and Geotechnical)	\$3,850	2.6%
Total Engineering Costs	\$18,350	12.2%

Project Area Map NW 38th Avenue to NW 38th Place and NW 208th Street to NW 209th Street



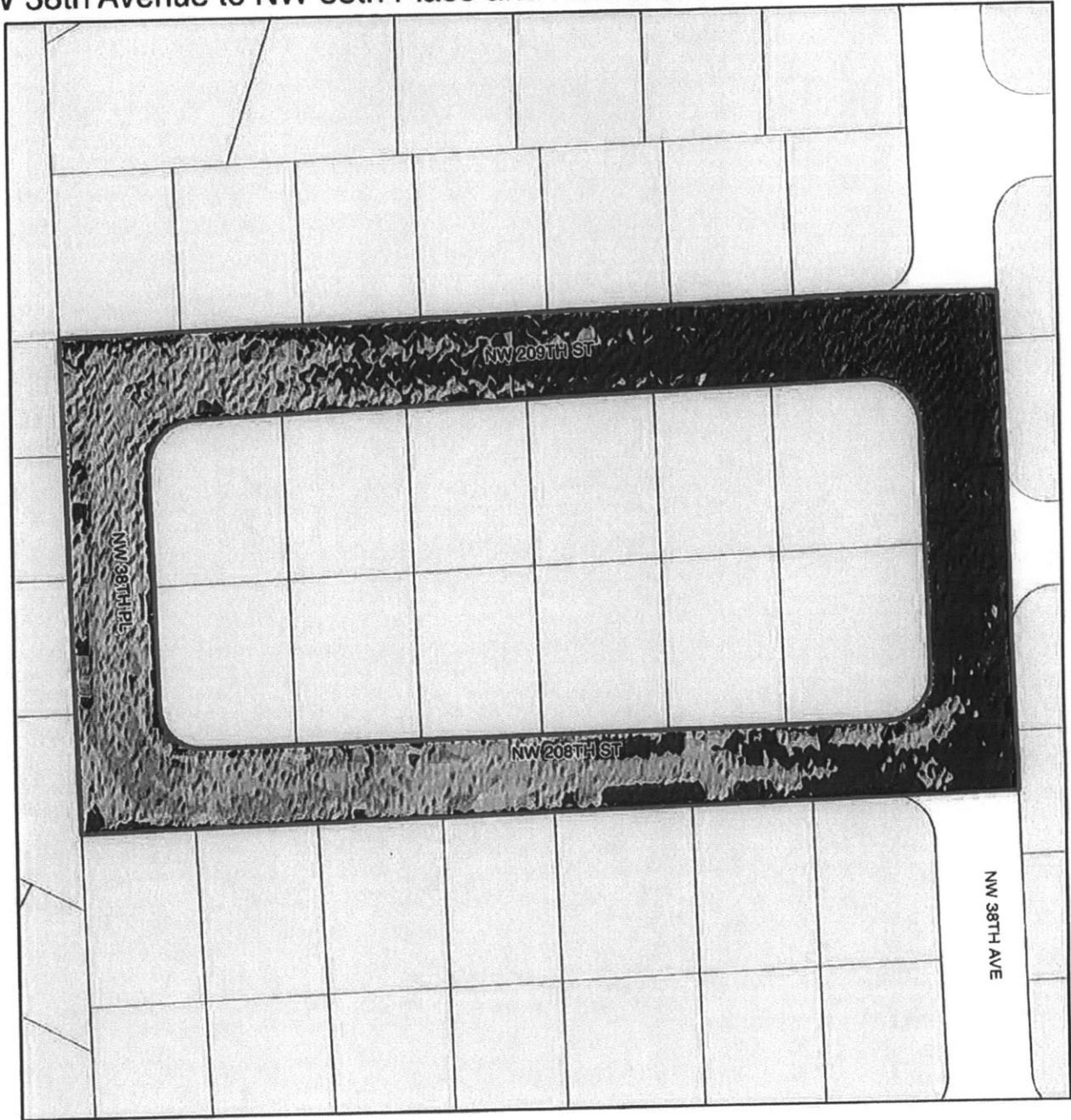
Legend

-  Project Boundary
-  Parcels



Project Area Elevations

NW 38th Avenue to NW 38th Place and NW 208th Street to NW 209th Street



Legend

 Project Boundary

 Parcels

Elevation

10 - 20

 9 - 10

 8 - 9

 7 - 8

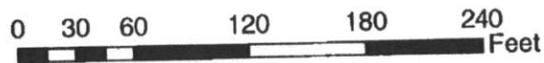
 6.5 - 7

 6 - 6.5

 5.5 - 6

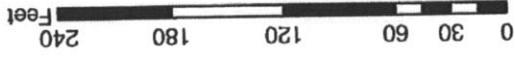
 5 - 5.5

 0 - 5



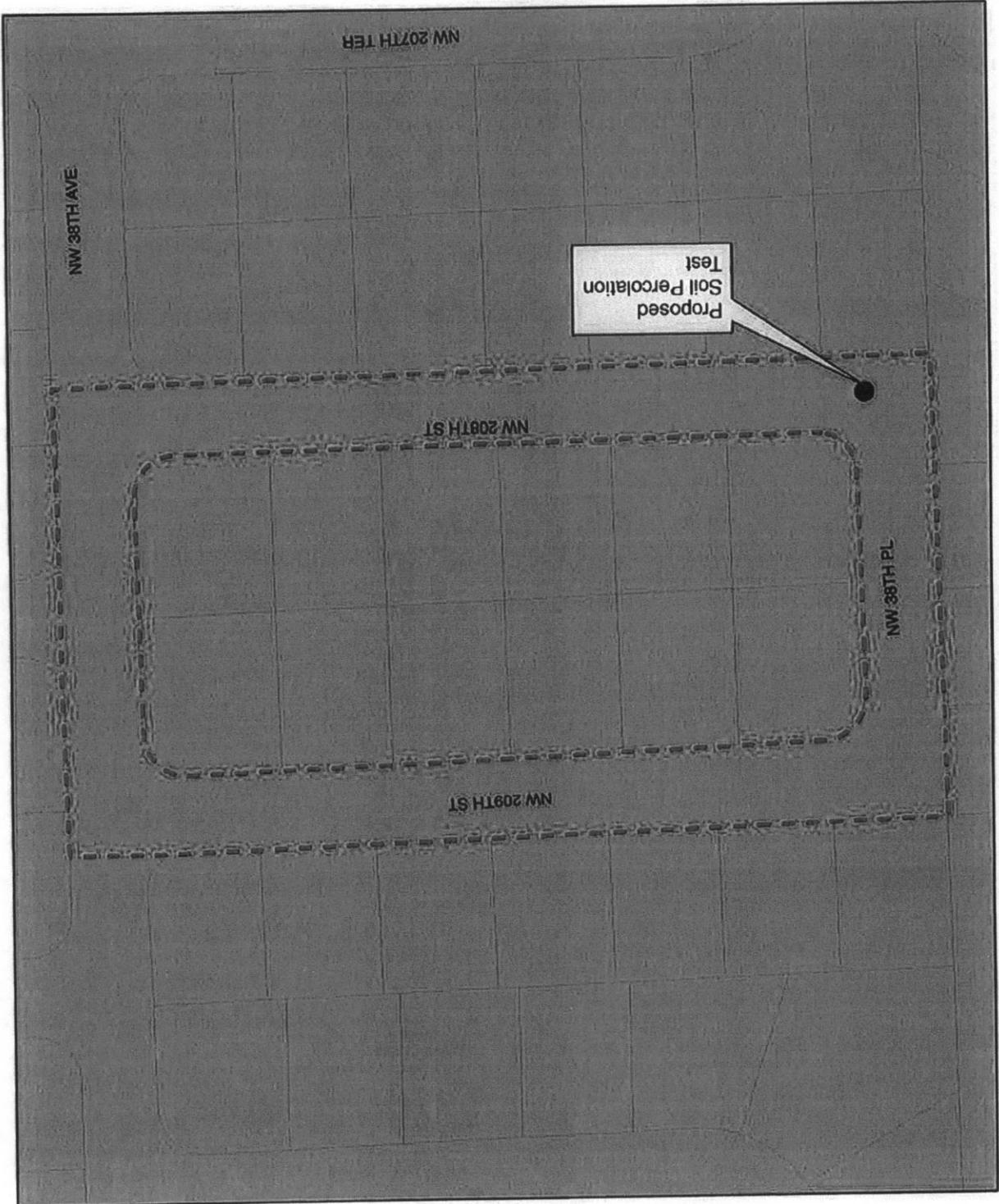


CHEN ASSOCIATES
Civil and Environmental Engineers



Legend

- Soils: 15 - URBAN LAND
- Parcels
- Project Boundary



Soils Map
NW 38th Avenue to NW 38th Place and NW 208th Street to 209th Street

EXHIBIT A

SCOPE OF SERVICE

Drainage Design: Residential Area from
NW 19th Avenue to NW 21st Avenue and from NW 191st Terrace to NW 195th Street

BACKGROUND

As per continuing services contract ITB# 08-09-006, Chen and Associates (ENGINEER) was asked by the City of Miami Gardens (CITY) to design the stormwater improvements for the residential area from NW 19th Avenue to NW 21st Avenue and NW 191st Terrace to NW 195th Street. A Project Area Map is included in Exhibit A. The project is funded through a grant program, and has a budget of \$350,000 (including design services). In order to adhere to this limited budget, the project design will be minimized along the following guidelines.

- Minimum survey – elevations of crown of road and edge of pavement only. Stage storage calculations will be based on processed LiDAR data, attached.
- Minimum geotechnical – as the soils are consistent throughout the project area, the project will perform 2 percolation tests
- Model – Model will be made for 5 year storm for Right of Way only
- Design – design will be based on depth from crown of road with 18" exfiltration pipe, 15" RCP with flowable fill for crossings and regarding swales
- Minimum Restoration – design will be adjusted for conflicts with existing utilities, avoiding stamped concrete driveways and tree relocation
- Submittal – Submittals will be at 50%, 90% and Final Completion. Plans will be provided on 11x17 sheets with digital copy
- Permit – There will be no permit for the CITY. There will be a permit for Department of Environmental Resources Management (DERM) and South Florida Water Management District (SFWMD)
- Construction Documents – ENGINEER will provide a construction estimate. If the bid exceed the budget, the quantities of pipe and swale will be reduced accordingly
- Technical Specifications – A list of bid items will be provided. The CITY will assemble the front end and technical specifications
- Bid Assistance – The CITY will perform all procurement. The ENGINEER will be available to answer questions during bidding
- Construction Administration – The CITY will perform inspections. ENGINEER will approve shop drawings, answer questions and attend the pre-bid meeting
- Certification – The CITY will certify the project

SCOPE OF SERVICES

The ENGINEER will perform the following tasks:

Task 1: Field Investigation and Existing Conditions

1.1 Coordination with Agencies

ENGINEER shall coordinate with CITY and all applicable agencies.

1.2 Survey Coordination

ENGINEER shall coordinate with surveyor in order to obtain the required topographic data for the existing conditions plan and the proposed design. ENGINEER shall review data upon completion of the survey.

1.3 Geotechnical Coordination

ENGINEER shall coordinate with geotechnical engineer to perform two (2) soil percolation tests.

1.4 Field Verification

ENGINEER shall conduct field visits to assess the existing conditions of the project area and to verify the topographic survey.

1.5 Utility Coordination

ENGINEER will contact the applicable agencies to request the existing utility information for the project area. Soft digs to vertically locate utilities will not be included.

Task 1 Deliverable

ENGINEER will provide the CITY a schedule of calendar deadlines within 7 days of Notice to Proceed. Other Task 1 deliverables will be provided in the Task 2 submittal.

Task 2: 50% Review Submittal

2.1 50% Design Submittal

ENGINEER will produce and submit required sets of drawings to Project Manager. These drawings will consist of the existing conditions and a conceptual design for review by the CITY and governing regulatory agencies.

2.2 50% Cost Estimate

ENGINEER will utilize the 50% design plans to produce a preliminary cost estimate. The cost estimate will include the bid tab items and will be accurate within 20% of final cost.

Task 2 Deliverable

ENGINEER shall provide the following within 45 days of Notice to Proceed:

- 50% design drawings, 2 sets of 11x17, one digital copy
- Preliminary design calculations
- 50% Construction Cost Estimate
- 50% Bid tab Items

Task 3: 90% Review Submittal

3.1 90% Design Submittal

ENGINEER will produce and submit required sets of drawings to the Project Manager. These drawings will incorporate comments received at the 50% design

review. Additionally, these drawings will incorporate all the details and information necessary for the completion of the project for a final review.

3.2 90% Cost Estimate

ENGINEER will utilize the 90% design plans to produce a cost estimate. The cost estimate will include the bid tab items and will be accurate to 10% of the final construction budget depending on design change comments received from CITY.

3.3 90% Technical Specifications

ENGINEER will provide a list of contract document bid items for review. ENGINEER will provide technical specifications for review by CITY.

Task 3 Deliverable

ENGINEER shall provide the following within 30 days of CITY approval of Task 2.

- 90% design drawings, 2 sets of 11x17, one digital copy
- Design calculations
- 90% Construction Cost Estimate
- 90% Bid tab Items
- Technical Specifications

Task 4: Permits

4.1 Permit Applications

ENGINEER will obtain, review and complete permit applications. ENGINEER will then send applications to CITY for review, signature and check(s) for all permit and application fees. Regulatory agencies anticipated to be involved are as follows:

- DERM
- SFWMD

CITY will take the permit application package to DERM and pay the necessary permit fee.

4.2 Permit Revisions

ENGINEER will revise applications, plans, specifications or reports as per regulatory agencies' comments.

Task 4 Deliverable

ENGINEER shall provide the following within 14 days of CITY approval of Task 3.

- Complete permit application for DERM and SFWMD, signed and sealed by Professional Engineer in the State of Florida.
- Complete set of permit calculations

Task 5: Final Drawings

5.1 Review Meetings

ENGINEER will attend two meetings with CITY staff to discuss comments after the 50% and 90% submittals. ENGINEER will attend up to three meetings with regulatory agencies, one at each design phase.

5.2 Final Drawings & Specifications

ENGINEER will utilize the 90% plan, specification and permit review comments to prepare the bid set of drawings. ENGINEER will produce required sets of plans, bid tab items and technical specifications for bid.

Task 5 Deliverable

ENGINEER shall provide the following within 14 days of receipt of comments from permitting agency and CITY.

- 100% design drawings, 2 sets of 11x17, one digital copy
- Final Design Calculations
- 100% Construction Cost Estimate
- Final Bid tab Items
- Technical Specifications

Task 6: Bidding Assistance

6.1 Pre-Bid Meeting

ENGINEER will attend the Pre-Bid Meeting and will answer all questions and clarifications that are technical in nature.

6.2 Bid Clarification & Addenda

ENGINEER will respond to all written questions requesting clarification of the technical documents for this project.

Task 6 Deliverables

ENGINEER shall provide written clarifications to questions from CITY or written questions from Contractors within 72 hours of receipt of questions.

Task 7: Construction Administration

7.1 Construction Technical Clarifications

CITY will serve as the construction administrator for this project. Review of contract changes, pay requests and coordination issues are all considered construction administration.

ENGINEER will not perform any on-site inspections, but will be available to answer questions from the CITY during construction

Task 7 Deliverables

ENGINEER shall provide written clarifications to questions from CITY or written questions from Contractors within 72 hours of receipt of questions.

Task 8: Reimbursables

8.1 Printing

ENGINEER shall provide all contract document reproduction during the design and construction phases of this project.

8.2 Topographic Survey

Survey costs will be reimbursed by CITY.

8.3 Geotechnical Investigation

Percolation test costs will be reimbursed by CITY.

OWNER PROVIDED SERVICES

- a. Provide contract administration, management and technical reviews of all work associated with the development and preparation of the contract plans.
- b. Provide a single Project Manager or point of contact for all technical clarifications.
- c. Provide assistance in coordinating with agencies.
- d. Provide copy of storm event map.
- e. Submit package prepared by ENGINEER to DERM for review.
- f. Provide all permit fees.
- g. Provide bid advertisement.
- h. Provide front end documents.
- i. CITY will certify project with permitting agencies.
- j. If required, CITY will provide depth to groundwater table for project area.

FEE AND PAYMENT

The fee for the above scope of service would be billed at a lump sum of **\$44,520.00**. The fees are listed by task within the table below. Reimbursable expenses of \$10,900.00 for topographic survey, geotechnical testing and construction documents reproduction shall be billed at cost. The CITY is to be billed monthly for the estimated percentage of completion.

Task Description	Total
TASK 1 – Field Investigation and Existing Conditions	\$6,700
TASK 2 – 50% Review Submittal	\$6,250
TASK 3 – 90% Review Submittal	\$6,470
TASK 4 – Permits	\$4,940
TASK 5 – Final Drawings	\$5,380
TASK 6 – Bidding Assistance	\$2,640
TASK 7 – Construction Administration	\$1,240
TASK 8 – Reimbursables	\$10,900
Total	\$44,520

Fee Summary Description	Total Fees	% of Total Budget
Chen and Associates Design and Permits (Task 1 - Task 7)	\$33,620	9.6%
Reimbursable Expenses (Survey and Geotechnical)	\$10,900	3.1%
Total Engineering Costs	\$44,520	12.7%

DELIVERABLES

Deliverables are described in the Scope of Services. Construction services will be delivered during the period from the time of commencement of construction to substantial completion. Punch list items are expected to be completed within thirty (30) days after substantial completion.

Within seven (7) days after the Notice-To-Proceed, the ENGINEER shall provide a schedule of calendar deadlines to the CITY. The schedule shall be reviewed and resubmitted for CITY approval if there are any date changes for the project milestones.

City of Miami Gardens
Drainage Improvements NW 19th Avenue to NW 21st Avenue and from NW 191st Terrace to NW 195th Street

Chen and Associates Project # 133.002

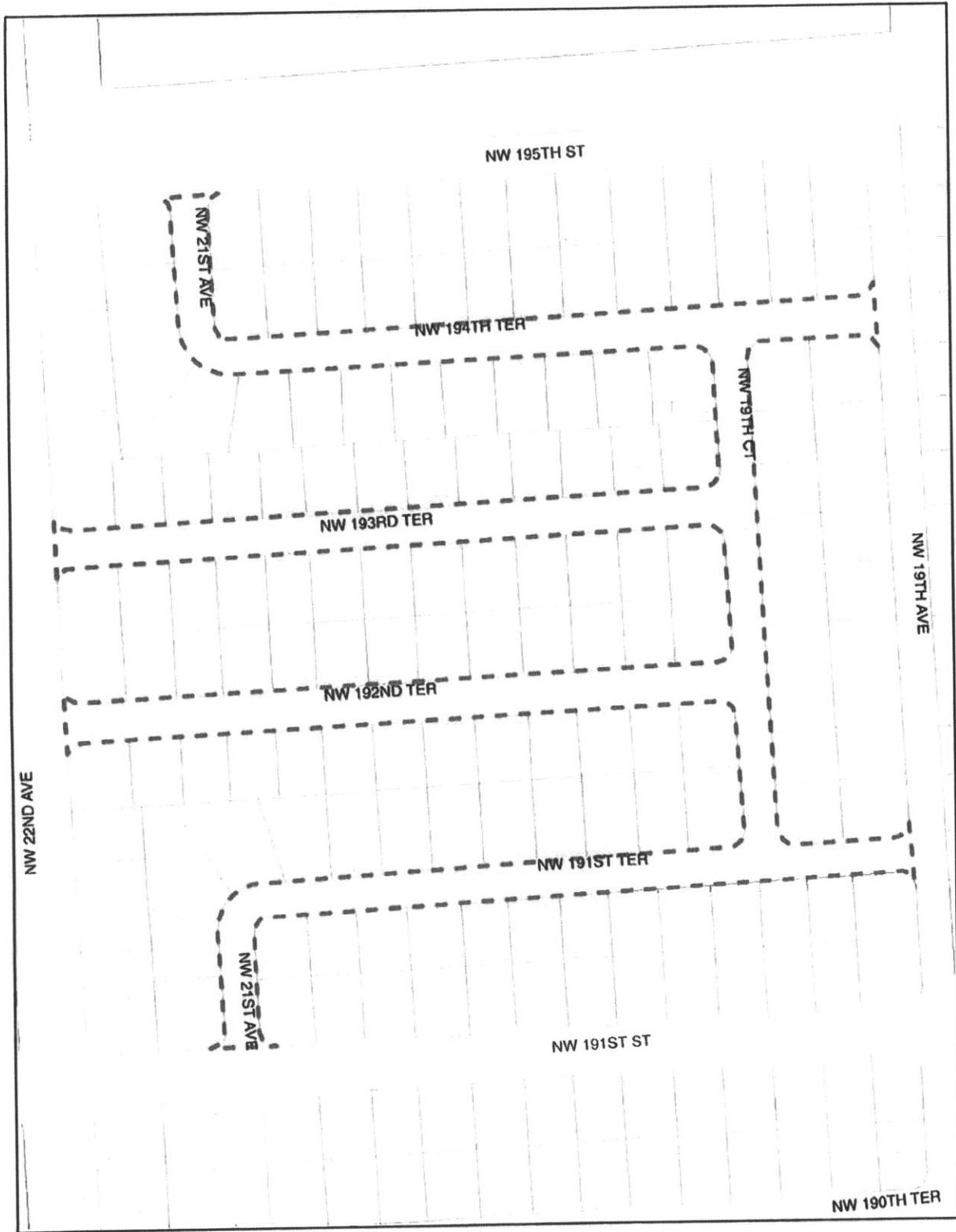
	Subconsultant		Professional Staffing						Total
	Costs	CAD			Project				
		Clerical	Technician	Inspector	Senior Inspector	Senior Engineer	Project Manager	Principal	
Hourly Rate 2009	\$60.00	\$75.00	\$88.00	\$125.00	\$100.00	\$115.00	\$155.00	\$210.00	
TASK 1 – Field Investigation and Existing Conditions									
1.1 - Coordination with Agencies					4		4	\$1,020	
1.2 - Survey Coordination					4		2	\$710	
1.3 - Geotechnical Coordination					2			\$200	
1.4 - Field Verification					12		12	\$3,060	
1.5 - Utility Coordination			8		8		2	\$1,710	
TASK 2 – 50% Review Submittal									
2.1 - 50% Design Submittal			32		16		8	\$5,240	
2.2 - 50% Cost Estimate			4		4		2	\$1,010	
TASK 3 – 90% Review Submittal									
3.1 - 90% Design Submittal			16		8		4	\$2,620	
3.2 - 90% Cost Estimate			4		4		2	\$1,010	
3.3 - 90% Technical Specifications					16		8	\$2,840	
TASK 4 – Permits									
4.1 - Permit Applications			16		16		4	1	\$3,630
4.2 - Permit Revisions			8		4		2		\$1,310
TASK 5 – Final Drawings									
5.1 - Review Meetings					12		12		\$3,060
5.2 - Final Drawings and Specifications			12		8		4		\$2,320
TASK 6 – Bidding Assistance									
6.1 - Pre-Bid meeting					6		4		\$1,220
6.2 - Bid Clarification and Addenda					8		4		\$1,420
TASK 7 – Construction Administration									
7.1 - Construction Technical Clarifications							8		\$1,240
TASK 8 – Reimbursables									
8.1 - Printing:	\$100								
8.2 - Topographic Survey	\$9,800								
8.3 - Geotechnical Investigation	\$1,000								

SUMMARY	Total per Task
TASK 1 – Field Investigation and Existing Conditions	\$6,700
TASK 2 – 50% Review Submittal	\$6,250
TASK 3 – 90% Review Submittal	\$6,470
TASK 4 – Permits	\$4,940
TASK 5 – Final Drawings	\$5,380
TASK 6 – Bidding Assistance	\$2,640
TASK 7 – Construction Administration	\$1,240
TASK 8 – Reimbursables	\$10,900
TOTAL	\$44,520

	Total per Task	Percent of Total Budget
Chen and Associates Design and Permits (Task 1 - Task 7)	\$33,620	9.6%
Reimbursable Expenses (Survey and Geotechnical)	\$10,900	3.1%
Total Engineering Costs	\$44,520	12.7%

Project Area Map

NW 19th Avenue to NW 21st Avenue and NW 191st Street to NW 195th Street



Legend

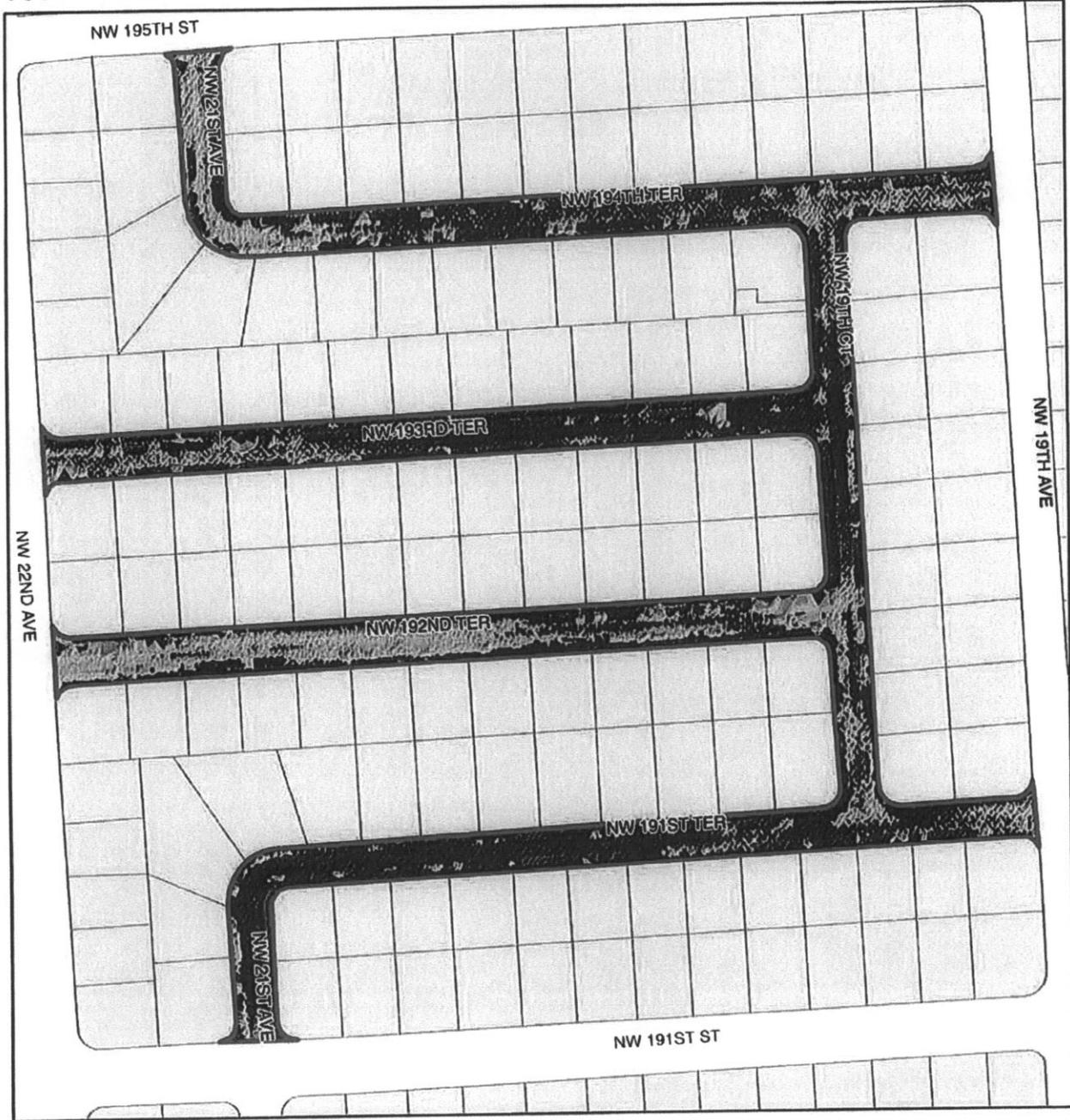
-  Project Boundary
-  Parcels



0 62.5 125 250 375 500 Feet



Project Area Elevations NW 19th Avenue to NW 21st Avenue and NW 191st Terrace to NW 195th Street

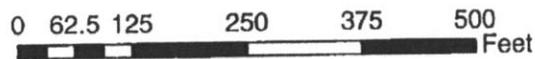


Legend

- Project Boundary
- Parcels

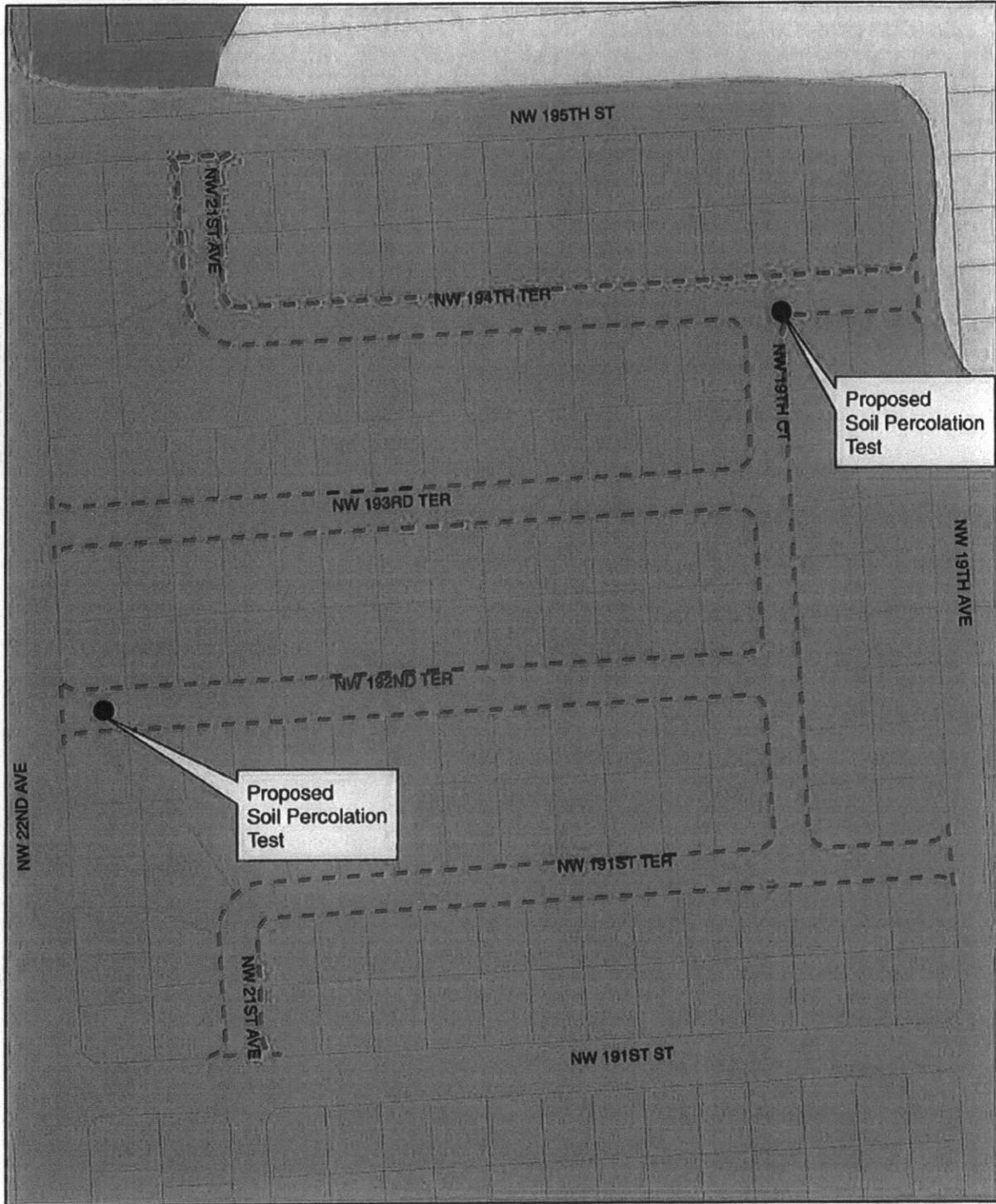
Elevation

- 20 - 26.146
- 10 - 20
- 8 - 10
- 7 - 8
- 6.5 - 7
- 6 - 6.5
- 5.5 - 6
- 5 - 5.5
- 3.44 - 5



Soils Map

NW 19th Avenue to NW 21st Avenue and NW 191st Terrace to NW 195th Street



Legend

Project Boundary

Parcels

Soils

- 40 - POMELLO SAND
- 37 - BASINGER SAND
- 15 - URBAN LAND



0 65 130 260 390 520 Feet





**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	<i>July 14, 2010</i>		Item Type:	Resolution X	Ordinance	Other	
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
	X			Public Hearing:	Yes	No	Yes
Funding Source:	Code Compliance Division - General Fund		Advertising Requirement:		Yes		No
						X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		X					
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Building and Code Compliance			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, IMPLEMENTING MINIMUM AND MAXIMUM VALUES FOR LIEN AMNESTY PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

Since 2007, the City has issued 1,332 residential and commercial violations resulting in approximately \$30,774,874.00 in liens. While a significant number of the warning and civil violation notices prompted the property owner to remedy the condition and come into compliance, many of the violations remain unaddressed and the lien amounts continued to accrue daily. As a result, the City created a period of lien amnesty which addressed the back-log of liens on record and sought to provide relief to the property owners.

Property owners seeking lien amnesty must submit an application and pay a \$75.00 fee. In order to calculate a settlement amount the Code Compliance Division reduces the outstanding fine amount by 95% and assesses a \$60.00 administrative fee per civil violation. However, in some cases, the reduced amount offered under lien amnesty can be in excess of what a property owner can responsibly be expected to pay.

**ITEM J-2) CONSENT AGENDA
RESOLUTION
Lien Amnesty Program**

For Example:

- **Property Owner Lien amount :** \$ 2,820,500.00
- **Lien Amnesty program amount :** \$ 141,160.00
- **VALUE OF THE HOME:** \$ 130,000.00

Consequently, the liens remain on the property, abandoned properties remain unoccupied, and the housing stock deteriorates.

Establishing minimum and maximum values for the Lien Amnesty Program increases the likelihood of the property owner's ability to pay. This methodology for the settlement of fines will also attract more buyers to our community and ultimately new residents. The recommended minimum and maximum settlement amounts are provided below:

Single-family home (homestead):

- **Minimum amount that may be assessed for a lien under amnesty program:** \$500 per lien not to include hard costs.
- **Maximum amount that may be assessed for a lien under amnesty program:** \$7,500 per lien not to include hard costs.

Single-family home (non-homestead):

- **Minimum amount that may be assessed for a lien under amnesty program:** \$1,000 per lien not to include hard costs.
- **Maximum amount that may be assessed for a lien under amnesty program:** \$10,000 per lien not to include hard costs.

Commercial Property:

- **Minimum amount that may be assessed for a lien under amnesty program:** \$1,500 per lien not to include hard costs.
- **Maximum amount that may be assessed for a lien under amnesty program:** \$15,000 per lien not to include hard costs.

Proposed Action:

Implementing minimum and maximum values for Lien Amnesty Program to ensure a reasonable disposition of outstanding fines, increase occupancy, and improve quality of life.

Attachment:

None

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, IMPLEMENTING MINIMUM AND MAXIMUM VALUES FOR LIEN AMNESTY PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 2007, the City has issued One Thousand, Three Hundred Thirty-Two (1,332) code enforcement violations resulting in approximately Thirty Million, Seven Hundred Seventy-Four Thousand, Eight Hundred Seventy-Four Dollars (\$30,774,874.00) in liens, and

WHEREAS, although the City established a lien amnesty program to allow property owners to pay 5% of the total accrued fines, in many cases the reduced amount under the lien amnesty program exceeds the value of the property, and

WHEREAS, City staff recommends that the Council establishes a lien amnesty settlement range of minimum and maximum values for property owners who desire to partake in the Lien Amnesty Program, and

WHEREAS, a fixed settlement range will encourage property owners to satisfy code enforcement liens and reduce blight in the community,

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. IMPLEMENTATION OF MINIMUM AND MAXIMUM VALUES FOR LIEN AMNESTY PROGRAM:

1 The City Council of the City of Miami Gardens hereby establishes a settlement
2 range for the payment of code enforcement liens under the City's Lien Amnesty
3 Program as follows:

4 A. Homestead Property

5 1. The minimum amount that shall be assessed for settlement of a lien under
6 the Amnesty Program shall be \$500 per lien not to include hard costs
7 incurred by the City.

8
9 2. The maximum amount that shall be assessed for settlement of a lien
10 under the Amnesty Program shall be \$7,500 per lien not to include hard
11 costs incurred by the City.

12
13 B. Non-Homestead Residential Property

14 1. The minimum amount that shall be assessed for settlement of a lien under
15 the Amnesty Program shall be \$1,000 per lien not to include hard costs
16 incurred by the City.

17
18 2. The maximum amount that shall be assessed for settlement of a lien
19 under the Amnesty Program shall be \$10,000 per lien not to include hard
20 costs incurred by the City.

21
22 C. Commercial Property

23 1. The minimum amount that shall be assessed for settlement of a lien under
24 the Amnesty Program shall be \$1,500 per lien not to include hard costs
25 incurred by the City.

26
27 2. The maximum amount that shall be assessed for settlement of a lien
28 under the Amnesty Program shall be \$15,000 per lien not to include hard
29 costs incurred by the City.

30
31 Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately
32 upon its final passage.

33 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS
34 AT ITS REGULAR MEETING HELD ON _____, 2010.

35
36

SHIRLEY GIBSON, MAYOR

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: _____

VOTE: _____

Mayor Shirley Gibson	___(Yes)	___(No)
Vice Mayor Aaron Campbell, Jr.	___(Yes)	___(No)
Councilman Melvin L. Bratton	___(Yes)	___(No)
Councilman Oliver Gilbert, III	___(Yes)	___(No)
Councilwoman Barbara Watson	___(Yes)	___(No)
Councilwoman Sharon Pritchett	___(Yes)	___(No)
Councilman André Williams	___(Yes)	___(No)



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 14, 2010		Item Type:	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:		1st Reading		2nd Reading
		X	Public Hearing:		Yes	No	Yes No
Funding Source:	N/A		Advertising Requirement:		Yes		No
							X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		N/A		
Sponsor Name	Danny Crew City Manager		Department:		Planning and Zoning		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE SOUTH FLORIDA AND TREASURE COAST REGIONAL PLANNING COUNCILS IN PREPARING A COMPREHENSIVE JOINT APPLICATION UNDER THE FEDERAL SUSTAINABLE COMMUNITIES INITIATIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING A TWENTY PERCENT LOCAL IN-KIND MATCH IN FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Background

The South Florida and Treasure Coast Regional Planning Councils (RPC's) are developing a joint application to the U.S. Department of Housing and Urban Development (HUD) Sustainable Communities Planning Grants Program through a collaborative effort of the Southeast Florida Regional Partnership. The Notice of Funding Availability is expected to be released at the end of May with the application due this summer.

A key component of the Sustainable Communities Initiative is the development of a "Regional Plan for Sustainable Development" for regions that lack a cohesive, integrated regional "vision" across issue areas and jurisdictional boundaries. This program is expected to provide up to \$5 million for large metropolitan regions to support the development of the Regional Plan. This Plan will serve as the framework for future federal investment and support the efforts of individual counties, municipalities and other partners whose plans and projects further the implementation of the regional vision and plan.

**ITEM J-3) CONSENT AGENDA
RESOLUTION
Regional Planning Initiative**

Current Situation

The City of Miami Gardens already engages in a number of sustainable/green initiatives. The RPC's Partnership is inviting cities such as Miami Gardens to partner in this effort towards sustainable development and redevelopment of Southeast Florida. The "Livability Principles" which guide the work of the Partnership are:

- Provide more transportation choices
- Promote equitable, affordable housing
- Enhance economic competitiveness
- Support existing communities
- Coordinate policies and leverage investment
- Value communities and neighborhoods
- Enhance community resiliency to the impacts of Climate Change

The City's participation with the Southeast Florida Regional Partnership provides a positive opportunity for the City to be recognized for our current efforts in the area of green initiatives and sustainable development as well as support a regional coalition in these efforts. Potential additional funding for the region is also envisioned. Regarding the funds for this effort, a 20% local match requirement is anticipated to be in-kind. A proposed memorandum of understanding does not obligate the City in any way.

Proposed Action:

Staff recommends that Council adopt a resolution supporting the City's participation in the Federal Sustainable Communities Planning Grant Program with the Treasure Coast and South Florida Regional Planning Councils including transmittal of a letter of support and signing of a memorandum of understanding.

Attachment:

Attachment A – Letter of Support

Attachment B – Memorandum of Understanding

RESOLUTION No. 2010-

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE SOUTH FLORIDA AND TREASURE COAST REGIONAL PLANNING COUNCILS IN PREPARING A COMPREHENSIVE JOINT APPLICATION UNDER THE FEDERAL SUSTAINABLE COMMUNITIES INITIATIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING A TWENTY PERCENT LOCAL IN-KIND MATCH IN FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 16, 2009, the U. S. Department of Housing and Urban Development ("HUD") and the U.S. Environmental Protection Agency ("EPA") announced a new partnership, to regionally coordinate federal housing, environmental protection, and transportation planning and investment, and

WHEREAS, the South Florida and Treasure Coast Regional Planning Councils ("RPC") are developing a joint application to HUD's Sustainable Communities Planning Grant Program, and

WHEREAS, the City of Miami Gardens already engages in a number of sustainable development and green initiatives, and the RPC is inviting cities, such as Miami Gardens, to partner in its efforts towards the sustainable development and re-development of Southeast Florida, and

WHEREAS, the City must execute a Memorandum of Understanding and provide a twenty percent (20%) local in-kind match, however, the proposed Memorandum of Understanding does not obligate the City to provide a firm commitment to the RPC collaboration, and

1 WHEREAS, staff recommends that City Council adopt a Resolution supporting
2 the City’s participation in the Federal Sustainable Communities Planning Grant Program
3 with the South Florida and Treasure Coast Regional Planning Councils,

4 NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
5 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 hereby
8 made a specific part of this Resolution.

9 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
10 hereby supports the City’s involvement in the Federal Sustainable Communities
11 Planning Grant Program with the South Florida and Treasure Coast Regional Planning
12 Councils, and further authorizes the City Manager to execute a Memorandum of
13 Understanding, attached hereto as Exhibit “A”.

14 Section 3. AUTHORIZATION: The City Council hereby authorizes a Twenty
15 Percent (20%) local in-kind match in funds to support the green initiatives and
16 sustainable development programs of the South Florida and Treasure Coast Regional
17 Planning Councils.

18 Section 4. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
19 authorized to obtain three (3) fully executed copies of the Mayor’s Letter of Support and
20 a Memorandum of Understanding, with one (1) to be maintained by the City, and two (2)
21 to the delivered to the South Florida and Treasure Coast Regional Planning Councils,
22 respectively.

1 Section 5. EFFECTIVE DATE: This Resolution shall take effect immediately
2 upon its final passage.

3 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS

4
5

6 AT ITS REGULAR MEETING HELD ON _____, 2010.

7

8
9

SHIRLEY GIBSON, MAYOR

10
11

12 ATTEST:

13
14

15 _____
16 RONETTA TAYLOR, MMC, CITY CLERK

17
18

19 PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

20
21

22 SPONSORED BY: DANNY CREW, CITY MANAGER

23
24

25
26 MOVED BY: _____

27
28

29
30 **VOTE:** _____

31
32

33 Mayor Shirley Gibson	___(Yes)	___(No)
34 Vice Mayor Aaron Campbell, Jr.	___(Yes)	___(No)
35 Councilman Melvin L. Bratton	___(Yes)	___(No)
36 Councilman Oliver Gilbert, III	___(Yes)	___(No)
37 Councilwoman Barbara Watson	___(Yes)	___(No)
38 Councilwoman Sharon Pritchett	___(Yes)	___(No)
39 Councilman André Williams	___(Yes)	___(No)

City of Miami Gardens



Shirley Gibson
Mayor

Aaron Campbell Jr.
Vice Mayor

Melvin L. Bratton
Council Member

Oliver G. Gilbert III
Council Member

Sharon Pritchett
Council Member

Barbara Watson
Council Member

André Williams
Council Member

Dr. Danny O. Crew
City Manager

Ronetta Taylor, MMC
City Clerk

Sonja K. Dickens
City Attorney

July 14, 2010

The Honorable Samuel Ferreri, Chair
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, Florida 34994

The Honorable Joseph Scutto, Chair
South Florida Regional Planning Council
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021

Subject: Federal Sustainable Communities Initiative

Dear Chairman Ferreri and Chairman Scutto:

The City of Miami Gardens continues implementing sustainable development programs within the City. From our proposed City Hall being LEEDS Platinum to our award winning Comprehensive Plan's new urbanism approach within the City's three major transportation corridors, we are committed to green initiatives and similar programs to enhance our community. A list of our programs related to this effort is attached.

By this letter, we wish to express our support for a joint, regional application to the U.S. HUD Sustainable Communities Planning Grants Program that will be submitted by the South Florida and Treasure Coast Regional Planning Councils (Councils) on the behalf of the many public, private, non-profit, and other regional stakeholders from the seven-county region of Monroe, Miami-Dade, Broward, Palm Beach, Martin, St. Lucie, and Indian River Counties. This application is being developed through a collaborative partnership of regional stakeholders including transportation agencies, water resource, housing, environmental agencies; local governments, non-profits, academia, and private sector organizations.

A key component of the Sustainable Communities Initiative is the development of a "Regional Plan for Sustainable Development" that will serve as the framework for the creation of a more sustainable region. We recognize the need for, and support the development of this multijurisdictional, regional plan and cohesive, integrated "vision" across issue areas and political boundaries in Southeast Florida.

We support your efforts and look forward to continuing to work in partnership with the Councils and other regional stakeholders in this important effort.

Sincerely yours,

Shirley Gibson, Mayor

Attachment: City of Miami Gardens Green Initiatives

• City of Miami Gardens Green Initiatives

- City Hall: The City is currently in the process of constructing the largest, new construction City Hall in the United States expected to be certified as LEED Platinum. LEED Platinum is the highest rating a building can achieve requiring state-of-the-art sustainability features from site generated electricity to use of wood from certified sustainable forests. The \$53 million, 120,000 square foot facility includes a City Hall, Police Headquarters and a 500 car parking structure. Currently in design, construction is expected to be completed by early 2013.
- In 2007 and in 2010, the City adopted 'new urbanism' principles for land use in the city. These included density credits for development near existing public transportation nodes, pedestrian friendly standards for sidewalks and bikes, enhanced landscaping standards, and tougher stormwater standards for runoff. The City's first Comprehensive Development Master Plan adopted in 2007 won two outstanding innovation awards. The Plan envisions mixed use, new urbanism development along the City's three major transportation corridors. These three corridors, designated "Commerce Areas" in the Plan, were translated into a unique new zoning district called, "Planned Corridor Development" in the City's new Zoning Code adopted in 2010.
- The City developed a Livable Community Study which included green principles for roadway and adjacent-to-roadway design. These principles were incorporated as city-wide major corridor streetscape standards in the new Zoning Code.
- During the 2009-2010 school year the City of Miami Gardens partnered with Kids Ecology Corp to provide environmental education to 16 of the city's 18 elementary public schools. The curriculum offered a unique hands-on presentations and eco-action programs that educate children and youth about: keeping our oceans clean; the importance of trees; the role re-planting our coastal wetlands play in beach conservation; water conservation; pollution prevention; global climate change and energy conservation; and protecting local natural habitats for native wildlife. It is a program we hope to provide for all of our school in the 2010-2010.
- Keep America Beautiful's Great American Cleanup, the nation's largest community improvement program, takes place annually from March 1 through May 31, involving an estimated 3 million volunteers and attendees. The hardworking volunteers donated more than 5.2 million hours in 2009 to clean, beautify and improve more than 32,000 communities during more than 30,000 events in all 50 states and beyond. Our City's activities included beautifying parks and recreation areas, cleaning seashores and waterways, handling recycling collections, picking up litter, planting trees and flowers, and conducting educational programs and litter-free events. The city has been participating annually since 2005.
- Arbor Day is a nationally-celebrated observance that encourages tree planting and care. This is the fifth year Miami Gardens has earned its Tree City national certification. Miami Gardens also received a Tree City USA Growth Award for demonstrating progress in its community forestry program in the following activity areas:
 - Education and Public Relations
 - Literature distribution
 - Local awards program
 - Youth education
 - Planning and Management

- Tree-maintenance budget
- Miami Gardens has planted over 5,000 trees throughout the city and have given away an additional 4,000 trees to our residents.
- Earth Day is a day that inspires awareness and appreciation for the Earth's natural environment. Each year city volunteers remove litter, plants trees and beautify neighborhoods in recognition of Earth Day.
- In conjunction with Earth Day, the City holds a yearly art contest for various aged students to come up with an environmental themed work of art. Winners receive small cash prizes.
- The City also holds a “Trashion” show for school kids. Here, the students must make a fashion garment out of recycled materials. A runway show is held and winners receive a cash prize and recognition.
- An easy way to lower a water bill and save water is to participate in North Miami Beach / City of Miami Gardens Showerhead Exchange Program. This program is available to all Miami Gardens residents. To participate, simply remove the old, water-wasting showerhead and bring it in to the city’s Public Works Office. Residents can trade in the old showerhead and receive a new, high-efficiency showerhead with pulsating massage settings.
- Earth Hour is a global event organized by WWF (World Wide Fund for Nature, also known as World Wildlife Fund) and is held on the last Saturday of March annually, asking households and businesses to turn off their non-essential lights and other electrical appliances for one hour to raise awareness towards the need to take action on climate change. Miami Gardens has taken this global effort one step further by giving away over 1,000 compact fluorescent light bulbs (Low-energy light-bulb) to our resident since 2009.
- Through the KAB / Waste Management grant, Miami Gardens has outfitted 10 of the City’s most frequented parks with aluminum can and glass bottle recycling bins. The city is also donating recycling bins to businesses, churches, schools and community organizations that are currently recycling or are soon to provide recycling services for their property. The city provides paper recycling services to all of its office buildings.
- Each year the city sponsors an environmental friendly art competition. The contest differs from year to year, but the ultimate goal is to get young people thinking about their impact on our environment and how they can make our planet a cleaner place.
- The City has hired three Department of Corrections’ work crews to remove litter from our roadways. Each crew consists of 6 inmate volunteers who remove litter five days per week. This is funded by the City’s Stormwater Utility at \$55,000 per year per crew. Over the past three years, these crews have collected over 28,000 bags of litter destined for our waterways.
- City funds an energy efficiency retrofit program for residents – The City is leveraging \$107,000 of DOE funds with \$150,000 in CDBG-R funds for this program. The program consists of installing insulation, replacing inefficient central air conditioning units, and replacing inefficient water heaters. The application deadline was Friday, June 25 and to date the City has received over 240 applications, 6 homes having receive new insulation and air conditioning and 4 homes are scheduled for installation next week.
- City fund an energy efficiency retrofit program for businesses – The City has budgeted \$150,000 for this program, which will mirror our current Business Incentive Program. Eligible local business owners who are approved will receive a free energy audit of their business location, and will be eligible for up to \$15,000 in loan funds (in the form of a 5-year forgivable loan) to implement the energy efficient and conservation upgrades that are identified in the energy audit. Staff is currently working on the policies and procedures and will be issuing an RFP for energy audit services within the next month.

- City is Developing Green ordinances (standards for rezoning and building design) – The City has budgeted \$50,000 for this program, which will include first the review of and then the enhancing of our current codes and ordinances in an effort to develop specific green design standards including rezoning, development standards, landscaping requirements, and plans for incentives. An RFP will be issued within the next month for consulting services to assist us with this program.
- City has funded the installation of Musco Sports lighting at City Parks to reduce energy consumption of fossil fuel powered generator lighting – The City has budgeted \$240,000 for this project, which includes the replacement of inefficient lighting at the baseball field and installing new lighting at the football/soccer field at Miami Carol City Park. The replacement of the lighting will reduce energy consumption and green house gas emissions currently being emitted by portable diesel fueled lighting. This project is underway, and installation of the lighting is scheduled to be completed in August 2010.
- City has funded development of an Energy Management System that will aid City in tracking its energy performance and setting energy savings priorities – The City has budgeted \$50,000 for this program. With all these energy efficient and conservation programs the City needed a system of tracking the energy saved, the green house gas emissions reduced, the water conserved, etc. This program will include the development of a tracking program and any hardware or software that the City will need to purchase in order to be able to track our savings. An RFP for consulting services to help us design and implement this program will be issued within the next month.
- Weatherization. Over the past four years, the City has used CDBG and ARRA funds to assist lower income households cut their energy costs through substantial weatherizing of their existing homes.
- In 2007, the City used the proceeds of a HUD “Dollar” house to set up a program where the city would provide free florescent bulbs to families turning in old incandescent bulbs.
- Shop with a Cop: The members of the City’s police department collect donations from its officer to purchase energy star appliances for needy homeowners in the City. This not only helps the families by receiving a new appliance, but also contributes to a reduction in their monthly energy bills.

**SUSTAINABLE COMMUNITIES INITIATIVE
MEMORANDUM OF UNDERSTANDING
FOR THE
SOUTHEAST FLORIDA REGION**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide a mutual understanding in support of the signatory agencies, organizations, governments, and individuals that will be working in cooperation to: 1) prepare a successful Sustainable Communities Initiative (SCI) grant application; and 2) complete the work funded under the SCI grant.

II. Background

On June 16, 2009, the U.S. Department of Housing and Urban Development (HUD) joined with the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Transportation (DOT) to help improve access to affordable housing, more transportation options, and lower transportation costs while protecting the environment in communities nationwide. A set of guiding livability principles and a federal interagency partnership agreement is intended to guide their efforts in coordinating federal housing, transportation, and other infrastructure investments designed to protect the environment, promote equitable development, and help to address the challenges of climate change.

Congress provided a total of \$150,000,000 to U.S. HUD for the SCI program to encourage regional planning efforts that integrate housing and transportation decisions, and increase State, regional and local capacity to incorporate livability, sustainability and social equity principles into land use and zoning. From that total amount, \$100,000,000 is being made available to encourage metropolitan regions to develop integrated regional plans that articulate a vision for growth that federal housing, transportation and other federal investments can support.

More importantly, the three federal agencies have made a commitment to utilize the integrated regional plans or visions to guide their planning and funding decision-making. Funding to these metropolitan regions would generally be directed towards programs and projects identified in “Regional Plans for Sustainability” aimed at increasing transportation choices, reducing combined housing and transportation costs for American families, improving the quality of life in communities, and improving the natural and built environment.

III. Agreement

Whereas, there is a recognized need among the signatories for a coordinated, collaborative regional effort to prepare and carry out a successful SCI grant application and work program; and

Whereas, an SCI grant application and work program will be prepared and managed by the Treasure Coast and South Florida Regional Planning Councils in cooperation with the MOU signatories, including, but not limited to, **City of Miami Gardens, Florida**, with the intent of establishing a comprehensive regional plan or vision identifying critical projects and infrastructure to: 1) improve the Region’s sustainability; and 2) assist and guide federal funding agencies in prioritizing and focusing future federal investment in Southeast Florida; and

Whereas, the signatories agree to the best of their abilities and within the limits of their budgets to work cooperatively on the grant application and funded project; and

Whereas, any private sector organization, non-profit, academic or research institution, philanthropic partner, community organization, governmental entity, individual, or intermediary agency that bears responsibility for or has an interest in the sustainable development and redevelopment of Southeast Florida may be a partner and signatory to this MOU; and

Whereas, each of the signatories to this MOU understands urban redevelopment and the promotion of infill development in Southeast Florida represents environmental, transportation, social, and economic and community development strategies for restoration of the Everglades ecosystem and advancing the goals of the federal SCI program; and

Whereas, each of the signatories to this MOU is committed to following the Livability Principles relating to the sustainable development and redevelopment of Southeast Florida:

1. **Provide more transportation choices.** Develop safe, reliable and economic transportation choices to decrease household transportation costs, reduce our nation's dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health.
2. **Promote equitable, affordable housing.** Expand location-and energy-efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility, and lower the combined cost of housing and transportation.
3. **Enhance economic competitiveness.** Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services, and other basic needs by workers as well as expanded business access to markets.
4. **Support existing communities.** Target funding toward existing communities through such strategies as transit-oriented, mixed-use development and land recycling – to increase community revitalization, improve the efficiency of public works investments, and safeguard rural landscapes.
5. **Coordinate policies and leverage investment.** Align policies and funding to remove barriers to collaboration, leverage funding, and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.

6. **Value communities and neighborhoods.** Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods – rural, urban or suburban.
7. **Enhance community resiliency to the impacts of Climate Change.** Enhance community resiliency to the impacts of climate change through the development of mitigation and adaptation strategies.

Whereas, any regional plan document developed under the SCI grant will support these Livability Principles and should, to the greatest extent possible and where appropriate, be built upon the foundation of work that has been accomplished and undertaken in the region where existing plans, partnerships, and processes enhance regional planning, coordination and efficiency, reduce unnecessary duplication of effort and responsibilities, and add clarity and accountability to implementation processes.

Now, Therefore, this MOU is established to create a framework for coordinating efforts related to the preparation of a successful SCI grant application and successfully completing the work funded under the SCI grant.

IV. Programming, Budgeting, Funding and Reimbursement Arrangement

- a. This MOU is neither a fiscal nor a funds obligation document. Any transfer of funds between parties may take place through existing authorities and procedures.
- b. Generally, any endeavor involving the transfer of funds will follow normal procurement or other appropriate processes and will be affected in writing by representatives of the organizations involved.
- c. This MOU in no way restricts the signatories from participating in similar activities or arrangements with other entities or agencies.

- d. Nothing in this MOU shall obligate the signatories to expend appropriations, obligate funds or enter into any contract or other agreement.

V. Effective Date

This MOU will become effective upon signature by any two parties. Any Party may terminate its participation in this MOU upon written notice to the other Parties. The provisions of the MOU will be reviewed periodically, as appropriate, and amended or supplemented as may be mutually agreed upon.

VI. Other Memorandum of Understandings

There are no superseding MOUs on this topic among the Parties hereto.

VII. Signatures

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party has signed this five-page agreement on a separate page. The original signature pages are on file at the South Florida Regional Planning Council, 3440 Hollywood Boulevard, Suite 140, Hollywood, FL 33021; (954) 985-4416.

**SUSTAINABLE COMMUNITIES INITIATIVE
MEMORANDUM OF UNDERSTANDING
FOR THE
SOUTHEAST FLORIDA REGION**

By my signature below, my organization/agency becomes a signatory to the Sustainable Communities Initiative Memorandum of Understanding for the Southeast Florida Region, dated July 14, 2010. I understand that the MOU will be executed in one or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. This original signature page will be kept on file at the South Florida Regional Planning Council.

Signature

Shirley Gibson, Mayor

Name and Title

Office of the Mayor, City of Miami Gardens

Organization/Agency

July 14, 2010

Date

Please return to:

South Florida Regional Planning Council
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 14, 2010		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	Florida Department of Transportation - Public Work Transportation 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 #:				
		X					
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Public Works			

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 (FDOT), ATTACHED HERETO AS EXHIBIT "A," FOR THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) FOR SCHOOL SAFETY ENHANCEMENT AND EDUCATIONAL PROJECTS AND TO EXECUTE ANY ATTENDANT DOCUMENTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

On May, 2005, the Planning and Zoning Department in conjunction with the Public Works Department and the School Crossing Guard Department submitted an application to the Metropolitan Planning Organization (MPO) to be eligible to receive grant funding under the Transportation Enhancement Program (TEP). The TEP is an element of the Federal Highway Administration's (FHWA) Surface Transportation Program that provides funds for the development of "non-traditional" transportation projects.

**ITEM J-4) CONSENT AGENDA
RESOLUTION
Agreement with FDOT**

A Local Agency Program (LAP) Agreement is required for each transportation project in which the City receives financial assistance from the Florida Department of Transportation (FDOT). The agreement states the terms and conditions upon which the assistance will be provided, and the understandings as to the manner in which the project will be undertaken and completed.

The following are components of the City's project:

- Installed new and repair existing sidewalks in areas around the City to address the safety concerns of local children walking to school along streets and/or through grass swale areas.
- Improve existing canal crossing bridge at NW 175th Street and NW 42nd Avenue which interconnects part of the community with a school which is currently not a pedestrian friendly bridge because of narrow sidewalk, no ADA accessibility and no safety buffer between vehicles and pedestrian. The sidewalk on the bridge is so narrow that children walk on the street portion of the bridge to get across. This creates a safety hazard for pedestrians and vehicles. A proposed improved pedestrian bridge will alleviate these unsafe conditions and permit the children to cross over the canal safely.
- Construction of a Safety Town as a tool to educate our children. A Safety Town is a community-based project designed to introduce and teach young children various aspects of safety. Through the use of age-appropriate, hands-on, interactive experiences, children will enjoy learning behaviors and practices that can help reduce the chance of serious injury. Safety Town is a safe and interesting learning environment that is set up to simulate an actual town. This portable site features mock buildings, sidewalks and streets, and is used as a practice area for safety lessons in a community.

The total amount awarded to the City of Miami Gardens to complete these school safety enhancement and educational projects is \$1,000,000. There are no matching requirements from the City of Miami Gardens.

Proposed Action:

It is recommended that City Council authorize the City Manager to take any and all steps necessary to fully execute the Local Agency Program Agreement with the FDOT as well as any and all future required documents under this Local Agency Program Agreement.

Attachment:

LAP Agreement
LAP Agreement Exhibit A: Project Description and Responsibilities
LAP Agreement Exhibit B: Schedule of Funding

RESOLUTION No. 2010-

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

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 (FDOT), ATTACHED HERETO AS EXHIBIT "A," FOR THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) FOR SCHOOL SAFETY ENHANCEMENT AND EDUCATIONAL PROJECTS AND TO EXECUTE ANY ATTENDANT DOCUMENTS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens' Planning and Zoning Department, in conjunction with the Department of Public Works and the School Crossing Guard Division, applied for grant funds for the development of non-traditional transportation projects, and

WHEREAS, the grant funds will be awarded by the Florida Department of Transportation (FDOT) and will be utilized to support three projects aimed at promoting child safety, and

WHEREAS, many sidewalks throughout the City lack an adequate buffer between school children travelling to school and passing vehicles, and

WHEREAS, City staff recommends installing and repairing existing sidewalks to promote a safe environment for children, and

WHEREAS, City staff recommends the construction of a pedestrian bridge across the canal located at N.W. 175th Street and N.W. 42nd Avenue to alleviate current safety issues, and

1 WHEREAS, the City also proposes the construction of a Safety Town which is a
2 community-based project designed to introduce and teach young children about safety
3 through the use of age-appropriate and hands-on interactive experiences, and

4 WHEREAS, the total amount of the grant awarded to the City of Miami Gardens
5 for the aforementioned school safety enhancement and educational projects is One
6 Million Dollars (\$1,000,000.00),

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

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

12 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
13 hereby authorizes the City Manager and the City Clerk, to execute and attest,
14 respectively that certain Agreement with the Florida Department of Transportation,
15 attached hereto as Exhibit "A," for the acceptance of grant funds in the amount of One
16 Million Dollars (\$1,000,000.00) for school safety enhancement and education projects
17 and to execute attendant documents.

18 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
19 authorized to obtain two (2) fully executed copies of the subject Agreement with the
20 Florida Department of Transportation, with one (1) to be maintained by the City, and
21 one to be delivered to the Florida Department of Transportation.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: 4209141	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and The City of Miami Gardens hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the Miami Gardens School Safety Enhancement Program and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A & B are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before _____. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 1,000,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- "(a) 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 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 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the 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 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, 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. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such 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 Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does 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 other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

- b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-“Travel” of the Department’s Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit “B” for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and

perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

“The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)”

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

“The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: 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 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute 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 Agency 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.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: 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.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 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 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency 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 Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest: _____
Title: _____

Attest: _____
Title: _____

As to form:

As to form:

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 4209141

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
The City of Miami Gardens

Dated _____

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

- Sidewalks need to be installed/repared in many areas around the City due to safety concerns for children walking to school. These required sidewalks need to be added due to the safety of children walking on the streets and/or through grass swale areas.
- The existing canal crossing bridge at NW 175th Street and NW 42 Avenue which interconnects part of the community with a school is a not pedestrian friendly bridge because of narrow sidewalk, no ADA accessibility and no safety buffer between vehicles and pedestrian. In addition, the sidewalk on the bridge is so narrow that children walk on the street part of the bridge to get across. This creates a safety hazard for pedestrians and vehicles. A proposed pedestrian bridge will alleviate these unsafe conditions and permit the children to cross over the canal safely.
- To educate our children, a Safety Town will be constructed. A Safety Town is a community-based project designed to introduce and teach young children various aspects of safety. Through the use of age-appropriate, hands-on, interactive experiences, children will enjoy learning behaviors and practices that can help reduce the chance of serious injury. Safety Town is a safe and interesting learning environment that is set up to simulate an actual town. This portable site features mock buildings, sidewalks and streets, and is used as a practice area for safety lessons in a community.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by _____.
- b) Design to be completed by Spring 2011.
- c) Right-of-Way requirements identified and provided to the Department by TBD.
- d) Right-of-Way to be certified by _____.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

- e) Construction contract to be let by Summer 2011.
- f) Construction to be completed by Winter 2012.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	July 14, 2010		Item Type:	Resolution	Ordinance	Other
				X		
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading
		X		Public Hearing:	Yes	No
Funding Source:	N/A		Advertising Requirement:		Yes	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:			
		X				
Sponsor Name	Aaron Campbell Council Member		Department:	Mayor/Council		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING VICE MAYOR AARON CAMPBELL'S APPOINTMENT OF RITA PIERRE TO THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE TO FILL AN UNEXPIRED TERM ENDING MARCH 10, 2012; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Caribbean Affairs Board, Vice Mayor Aaron Campbell hereby submits his appointee for membership in accordance with Ordinance No. 2009-11-183. Effective upon ratification, the committee will recognize Rita Pierre as an appointee of Vice Mayor Campbell to fill an unexpired term ending March 10, 2012.

Recommendation:

It is recommended that the City Council approves Vice Mayor Campbell's appointment of Rita Pierre to the Caribbean Affairs Committee.

Attachment:

**ITEM J-5) CONSENT AGENDA
RESOLUTION
Vice Mayor Campbell's appointment to
Caribbean Affairs Advisory Committee**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING VICE MAYOR AARON CAMPBELL'S APPOINTMENT OF RITA PIERRE TO THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE TO FILL AN UNEXPIRED TERM ENDING MARCH 10, 2012; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City established a Caribbean Affairs Board in accordance with Ordinance No. 2009-11-183, and

WHEREAS, Vice Mayor Campbell wish to appoint Rita Pierre to the Caribbean Affairs Advisory Committee to fill an unexpired term, and

WHEREAS, in accordance with Ordinance No. 2009-11-183, it is appropriate for the City Council to ratify the appointment,

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: RATIFICATION OF APPOINTMENT: The City Council hereby ratifies Vice Mayor Campbell's appointment of Rita Pierre to the Caribbean Affairs Committee to fill an unexpired term ending March 10, 2012.

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 _____, 2010.

SHIRLEY GIBSON, MAYOR

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

26
27
28
29

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

Reviewed by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: Vice Mayor Aaron Campbell Jr.

Moved by: _____

VOTE: _____

Mayor Shirley Gibson	_____ (Yes)	_____ (No)
Vice Mayor Aaron Campbell Jr.	_____ (Yes)	_____ (No)
Councilman Melvin L. Bratton	_____ (Yes)	_____ (No)
Councilwoman Barbara Watson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert	_____ (Yes)	_____ (No)



CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

1515 NW 167th Street, Bldg. 5, Suite 200
Miami Gardens, FL 33169

Phone No. 305-622-8000
Fax No. 305-622-8001

1. Position sought: Caribbean Affairs
2. Name: TRITA PIERRE
(Please print)
3. Home Address: 1000 NW 197 Terrace
4. Business Address: WUNE
5. Employer (if self please state): ---
 - a. Job Title: ---
 - b. Nature of business: ---
6. Home Phone No. 305 654 0367 Business Phone No. ---
Fax No. ---
7. E-mail Address: ---
8. Education Background:
 - a. High School springfield S. High
Name of School St. Joseph Convent Dates of Attendance 1943 - 1949
 - b. Vocational School
Name of School --- Dates of Attendance ---
 - c. College
Name of College Q B C C Dates of attendance 1960 -
Degree obtained if any NONE 2 yrs

Please provide a copy of your Resume or CV along with this Application.
9. Community Service (attach additional sheets if necessary):
1199 SEIU SENIOR HEALTH CARE GROUP (CHAIR PERSON)
NORWOOD COMMUNITY CRIME PREVENTION (CHAIR)
10. Please state your qualifications for position sought (attach additional sheets if necessary):

11. Are you aware of any potential or real conflicts of interest that would prevent you from serving on a City board or committee? If so, please state the nature of the real or potential conflict:

12. Are you employed by the City? Yes _____ No /

13. Are you employed by the Mayor or any of the Council members in their private capacities?

14. Are you a resident of the City? Yes / No _____

15. Do you own a business in the City? Yes _____ No /

If yes, please state the name of the business: _____
Is this business a vendor with the City Yes _____ No /

16. Do you operate a business in the City? Yes _____ No /

If yes, please state the name of the business: _____
Is this business a vendor with the City Yes _____ No /

17. Ethnic Origin:

White Non-Hispanic _____ African American _____ Hispanic American _____ Other /

18. If there are no vacancies for the board or committee position sought, I would also be interested in serving on the following board(s)/committee(s):

Second choice

Third choice

Fourth choice

Fifth choice

I certify that the information contained in this Application is true and accurate.

Signature Bartolomeo
Applicant

Date 7/9/10

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 14, 2010		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 X	No	Yes
Funding Source:	Community Development Block Grant (CDBG)		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					
Sponsor Name	Danny Crew, City Manager		Department:	Community Development			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH PROGRAM YEAR ACTION PLAN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

As required by the US Department of Housing and Urban Development (HUD), each Community Development Block Grant (CDBG) Entitlement City must submit an Annual Action Plan that outlines the activities (programs) to be carried out by each grantee using Federal funds. The CDBG Annual Action Plan must coincide with the 5-Year Consolidated Plan, which covers 2006-2011.

Current Situation

The City of Miami Gardens has been allocated \$1,516,676 in CDBG funds for fiscal year 2010-2011. This amount represents an increase of \$113,925 from the previous year's allocation. The attached Annual Action Plan is for the City's Fifth (5th) Program Year and provides the detail of the activities to be carried out. It also incorporates public comments received during the two (2) public meetings held on March 30th and April 1st, 2010. Below is a breakdown of the activities to be carried out during the program year, and the amounts allocated for each activity:

**ITEM L-1) RESOLUTION
PUBLIC HEARING
CDBG 5th Year Program**

Activity	Amount
Housing Rehabilitation	\$ 300,000.00
Public Services	\$ 227,501.00
Infrastructure Improvements	\$ 200,000.00
Commercial Redevelopment	\$ 135,840.00
Parks Capital Improvements	\$ 200,000.00
Code Enforcement	\$ 150,000.00
Program Administration	\$ 303,335.00
Total CDBG 2010-2011 Allocation	\$ 1,516,676.00

A draft of the attached Annual Action Plan was publicly advertised for thirty (30) days, allowing for public comments. No public comments were received during the 30 day comment period. Upon City Council's approval, the Annual Action Plan must be submitted to HUD prior to the August 15th deadline in order to secure the City's funding allocation.

Proposed Action:

Staff recommends that City Council approve of the attached 5th Program Year Annual Action Plan and authorize the City Manager to submit the Plan to the US Department of Housing and Urban Development by August 15, 2010 for review and approval.

Attachments:

- 5th Program Year Annual Action Plan (2010-2011)
- 5th Program Year Project Allocations

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH PROGRAM YEAR ACTION PLAN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is an "entitlement city" under the Federal Community Development Block Grant Fund Program ("CDBG") for Fiscal Year 2010-2011, and

WHEREAS, the U.S. Housing and Urban Development Department ("HUD") requires each entitlement city to submit an Annual Action Plan which outlines the activities to be carried out by the entitlement grantee using federal funds, and

WHEREAS, the City of Miami Gardens has been allocated One Million, Five Hundred Sixteen Thousand, Six Hundred Seventy-Six Dollars (\$1,516,676.00) in Community Development Block Grant ("CDBG") funds for Fiscal Year 2010 – 2011, and

WHEREAS, this amount represents an increase in One Hundred Thirteen Thousand, Nine Hundred Twenty-Five Dollars (\$113,925.00) from the previous year's allocation, and

WHEREAS, the Annual Action Plan, attached hereto as Exhibit "A", provides details of the activities to be carried out for Fiscal Year 2010-2011, using CDBG funds,

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.

1 Section 2. APPROVAL: The City Council of the City of Miami Gardens
2 hereby approves the Community Development Block Grant Fifth Program Year Action
3 Plan attached hereto as Exhibit "A."

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

6 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS
7 AT ITS REGULAR MEETING HELD ON _____, 2010.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: _____

VOTE: _____

Mayor Shirley Gibson

____(Yes) ____ (No)

- | | | | |
|---|--------------------------------|----------|---------|
| 1 | Vice Mayor Aaron Campbell, Jr. | ___(Yes) | ___(No) |
| 2 | Councilman Melvin L. Bratton | ___(Yes) | ___(No) |
| 3 | Councilman Oliver Gilbert, III | ___(Yes) | ___(No) |
| 4 | Councilwoman Barbara Watson | ___(Yes) | ___(No) |
| 5 | Councilwoman Sharon Pritchett | ___(Yes) | ___(No) |
| 6 | Councilman André Williams | ___(Yes) | ___(No) |
| 7 | | | |
| 8 | | | |
| 9 | | | |

City of Miami Gardens



Department of
Community
Development

Fifth Program Year Action Plan

FY

2010-

2011

Submitted to:

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



Fifth Program Year Action Plan

The CPMP Fifth Annual Action Plan includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses

GENERAL

Executive Summary

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

Program Year 5 Action Plan Executive Summary:

Program Year 5 Action Plan for the City of Miami Gardens covers the period beginning October 1, 2010 through September 30, 2011. As in previous years, the programs and activities described in this Fifth Year Action Plan are developed with three primary objectives, 1) providing benefits to low- and moderate income individuals, and households, 2) providing benefits to neighborhoods with high concentrations of low- and moderate income residents, and 3) benefits to the City as a whole. The City will also use the plan to coordinate its efforts with other federal, state, and local grant programs to produce decent housing, a suitable living environment and increase economic opportunities in the community.

It is evident from current economic conditions that sustaining affordable housing stock remains the highest priority in this community. With the rapid increase of abandoned and foreclosed homes and the continuing decline in home values, it is imperative to keep focus on preservation of the current housing stock while encouraging homeownership.

In Program Year 5 the City intends to fully utilize the \$1,516,676 allocation of CDBG funds to continue addressing the priority needs identified in the 2006-2011 Consolidated Plan. The City expects to expand existing programs and to leverage other funding that was awarded, including Neighborhood Stabilization Program (NSP), Community Development Block Grant-Recovery (CDBG-R), and Homelessness Prevention and Rapid Re-Housing (HPRP) program funds.

NSP funds will continue to be used to implement revitalization strategies in communities with high foreclosure rates. The City has already purchased 36 abandoned and foreclosed homes in neighborhoods where high foreclosures and sub-prime mortgages exist, rehabbed 26 homes, and resold 3 of these homes to eligible homebuyers. The City will continue to provide indirect subsidies to eligible homebuyers participating in the NSP program by selling the homes purchased and rehabbed with NSP funds at below market rates. These activities are already underway and will continue as part of the Program Year 5 Action Plan. The expected overall outcome of the NSP program is revitalization of communities where foreclosures are prevalent in causing decline in home values and the quality of life. It is anticipated that the remaining 10 housing units that have been purchased will be rehabilitated and all 36 homes will be sold to eligible homebuyers during Program Year 5.

The City will continue its implementation of the Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds. This new funding stream is providing social services to residents that may be experiencing homelessness in the form of temporary financial assistance and services. The City is working in partnership with Citrus Health Network, a local non-profit organization, as well as Harvest Fire International Ministries, a faith-based non-profit organization located in Miami Gardens, to deliver assistance to the community. The overall outcome of HPRP is to provide financial assistance to individuals and households that are homeless or at risk of becoming homeless to establish stable housing and reduce the instances of homelessness within the City. In the first year of the program, 34 households have received financial assistance to prevent them from becoming homeless. In Program Year 5, the city expects to assist an additional 36 individuals and households through the HPRP program.

Through the CDBG-R funding allocation, the City will increase its public service activities with an emphasis on job creation. In addition, the City continues to implement the home Energy Efficiency Retrofit program, which provides for the installation of insulation in homes where inadequate insulation exists, and the replacement of air conditioners and water heaters to more energy efficient models. This program has assisted 10 households thus far, and anticipates providing assistance to an additional 100 households. The CDBG-R funds were also utilized for stormwater drainage improvements in the Bunche Park Neighborhood Strategy Revitalization Area (NRSA). This project was completed in August 2010 and 56 low-mod income households were benefited by this activity.

The City also intends to expand its economic development activities through re-evaluation and enhancement of the current façade improvement program and implementation of a program geared more toward financial assistance to new business owners and attracting new business to the community. The City also intends to implement a redevelopment strategy for the Sunshine State International Park, a once vibrant and thriving business district with both manufacturing and retail businesses. Now the area has deteriorated and businesses have either gone out of business or relocated to another community. It is the City's intention to re-engage the industrial park as a mixed-use site with the appropriate combination of commercial, entertainment and service uses that harmonize with existing industrial uses. The

redevelopment of the park will spur economic activity into the local economy through tourism/visitor revenues, job creation and tax revenues.

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.
2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.
3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.
4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

Action Plan General Question responses:

1. Geographic areas of the jurisdiction

The City of Miami Gardens was incorporated on May 13, 2003, as the 33rd city in Miami-Dade County. With an estimated population of 105,414, it is the third largest city in the County, according to the 2000 Census. The City is located in North-Central Miami-Dade County and covers an area of approximately 20 square miles. Miami Gardens borders Broward County to the north, the City of Miami Lakes and Unincorporated Miami-Dade County to the west, the City of Opa-Locka to the south, and the City of North Miami Beach and Unincorporated Miami-Dade County to the east.

The City of Miami Gardens is comprised of seven communities identified in the 2000 Census as Census Designated Places (CDP): Andover CDP, portions of Carol City CDP, Scott Lake CDP, portions of Norland CDP, portions of Lake Lucerne CDP, Opa-Locka North CDP, and Bunche Park CDP. The City of Miami Gardens is an urban/suburban community that was heavily developed between 1950 and 1969. It is a solid, working and middle class community of unique diversity and holds the distinction of being the largest predominantly African-American municipality in the State of Florida. The City is 77% non-Hispanic Black, 16% Hispanic, 4% White non-Hispanic, and 3% other.

According to the 2000 Census, 11,151 households in the City of Miami Gardens have income at or below 80% of the area median income and are therefore classified as low or moderate income by HUD. This represents about 38% of the citywide population for whom household income could be determined. Maps I-1 through I-4 in the 2006-2011 Consolidated Plan illustrate the following areas of the City: (1) the City location, (2) the Community Designated Places in the 2000 census that are comprised in the City, (3) the CDBG priority areas by census block group and neighborhood and, (4) racial demographic by census block group.

2. Basis for Allocating Funding

Since the primary national objective of the Consolidated Plan programs are to benefit low- and moderate-income residents, the City of Miami Garden’s Community Development Block Grant (CDBG) program funds will be utilized to develop programs and activities that will provide assistance to this target population, and benefit the City as a whole in improving the quality of life for the residents.

Target Areas:

The City of Miami Gardens has identified thirteen (13) areas that have a low- to moderate-income population of 51% or more. These areas are designated CDBG priority areas for the purpose of program funding.

Area name	Census Tracts
Andover & Vicinity	009802-(4), 009901-(9)
*Bunche Park	000402-(3)(4) 000403-(5),
Brentwood & Vicinity	010002-(1)
*Cloverleaf Estates & Vacninty	009501-(9)
Eagles Landing/Leslie Estates	010002-(2)
Kings Gardens	010010-(2)
Lake Lucerne	009904-(1), 009904-(9)
LeJune Gardens & Vicinity	010006-(1)(2), 010009-(2)(3)
Myrtle Grove & Vicinity	009400-(4)(3)
Norland & Vicinity	009600-(2), 009902-(3)
Opa Locka North	000501-(2)(4)(5), 000502-(1)
Rainbow Park	000401-(6), 000403-(1)(6), 000402-(2) 000501-(3)(1)
Scott Lake	009502-(4)(6)

*indicates neighborhood with greater than 70% low-mod income

Neighborhood Revitalization Strategy:

The City has designated the area of Bunche Park as a Neighborhood Revitalization Strategy Area (NRSA). This community has more than a 70% low-income population. Rehabilitation programs in the NRSA include an exterior paint program and infrastructure improvements as well as economic development activities.

The Paint Program will leverage funds from the Department of Labor (DOL) through a program called Project MPACT. Miami Partnership for Action in Communities Task force (MPACT) receives a grant from DOL for an intervention program for high risk youth ages 12-22. The City has partnered with Project MPACT who will work with paint contractors to provide graduates of their program training and employment. The grant funding from the DOL allows Project MPACT to pay the youth to work up to 20 hours per week for up to 3 months. Giving the youth a sense of empowerment and self-worth as well as providing them a set of skill that they can use to gain employment.

Public Services:

The City has implemented several programs including, home delivered meals program for elderly residents. This program provides nutritious food for senior citizens. The City has also partnered with a not-for-profit agency that provides assistance to youth aging out of the foster system including intensive case management and wrap-around services. Various housing programs are also available for low- to moderate-income residents including a rehabilitation loan program, a disaster recovery assistance program, and a first-time homebuyer down payment assistance program.

Economic Development

Additionally, a Business Incentive Program has been implemented for business owners in the City. This program provides financial assistance for items such as acquisition, space build-out, and permits and fees. Additionally, this program offers façade improvements to existing businesses with the intent of increasing their aesthetic value and thus increasing their business volume that will ultimately result in the need to create jobs within that business.

3. Obstacles to Meeting Underserved Needs

One primary obstacle to meeting underserved needs is identifying not-for-profit organizations with adequate capacity to deliver and administer social services while meeting all HUD regulations and requirements. In Program Year 4, the City had more success with social services program providers; however, the types of programs carried out were very limited. A lack of resources for these programs continues to be an obstacle when compared to the population of low- and moderate-income individuals and households in the City.

The City is still recovering from the impact of past hurricane seasons. Signs of past storm seasons as long as five years ago or more, continue to be prevalent on the City's housing stock. Limited resources from federal, state and local agencies are insufficient to meet all the needs

adequately. The City will continue to seek partnerships with various state, county, and non-profit agencies with existing programs in the community to leverage the City's CDBG allocation.

4. Federal, State, and Local Resources Expected

The City anticipates various sources of federal, state and local resources to carry out activities in the Program Year 5 Action Plan. Among expected resources, the City has already received allocations of Neighborhood Stabilization Program funds (NSP) in the amount of \$6.8 million, Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of \$567,612, Community Development Block Grant Recovery (CDBG-R) in the amount of \$371,207, and the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program in the amount of \$989,200.

With these additional resources, our focus will be centered on providing families and individuals at risk of homelessness find stable housing, further preservation of the current housing stock, and re-investing in the local economy and creating an environment-friendly community that is better informed on the importance of conserving our natural resources and more energy efficient. As a part of programs developed with this additional funding, the City intends to strongly encourage the use of local vendors as a method to further stimulate the local economy.

Managing the Process

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.
2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.
3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

Action Plan Managing the Process response:

1. Lead Agency

As the entitlement grantee for the CDBG programs, the City of Miami Gardens' Department of Community Development is the lead agency for the development of this 2010-2011 Action Plan that outlines the proposed activities and expenditures under these programs. Community Development staff will also act as the public agency that will administer the programs and activities under the plan. This Department will oversee economic development, community development, housing, lead paint abatement, and historic and urban renewal programs (where applicable).

2. Plan Development Process

The City of Miami Gardens has implemented a process for the development of the 5 Year Consolidated Plan and the 2010-2011 Action Plan that encouraged broad participation from the community. This process began with the creation of the City's Comprehensive Development Master Plan. At each step in the process, care has been taken to ensure that low- and moderate-income residents, members of minority groups, agencies involved in the provision of services to these populations, and others who are directly impacted by the programs and projects supported by the Consolidated Plan programs have been actively involved. Table I-6 in the 5 Year Consolidated Plan document lists all the organizations that were invited to participate in the visioning process. Of this list, the organizations that actively participated in the process included seven (7) homeowner associations, five (5) faith-based organizations, four (4) community organizations and two (2) other service providers.

3. Enhanced Coordination

As stated above, the City of Miami Gardens has limited resources to address the many priorities identified by the community. As such, during the upcoming year the City will continue working to create partnerships with public and private housing agencies, and health and social service providers to leverage the 2010 CDBG allocation.

Citizen Participation

1. Provide a summary of the citizen participation process.
2. Provide a summary of citizen comments or views on the plan.
3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.
4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

Action Plan Citizen Participation response:

1. Citizen Participation Process

The City of Miami Gardens encourages its citizens to participate in the development of its Consolidated Plan, Annual Action Plan, any Amendments, and required Consolidated Annual Performance and Evaluation Report (CAPER). The City publicly advertises the meetings and

holds the meetings in the City's Council Chambers and other central locations in the City, such as the library, which are publicly accessible.

In addition, the City will take steps to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with disabilities by providing translation services for any public meeting or public hearing, if a request for such services is requested four days in advance of the meeting. In addition, all meetings are conducted in areas and locations that are accessible to persons with disabilities.

Citizen Input:

The City, on an annual basis, will make available to citizens, public agencies, and other interested parties, information that includes the amount of assistance the City expects to receive, including specific grant funds, available unspent prior years funds, and related program income. The City will also disclose the range of activities that may be undertaken including the estimated amount that will benefit persons of low- and moderate-income.

City's Notification Requirement Regarding Draft Plan Availability:

For program year five, notification was advertised in a local newspaper of general circulation to inform the public that a draft Consolidated Plan, or draft Annual Action Plan is available to examine and subject to public comment. The notification will provide a summary of the proposed Consolidated Plan, or Annual Action Plan, and describe the contents and purpose of the particular plan. The notice will also be posted on the City's website (www.miamigardens-fl.gov/cd/index.html) and on bulletin boards at the locations below. The public notice will state that copies of the particular Plan will be available for review on the City's website and at the following locations for thirty (30) days:

City of Miami Gardens City Hall
1515 NW 167 Street, Building 5, Suite 200
Miami Gardens, FL. 33169

North Dade Regional Library
2455 NW 183rd Street
Miami Gardens, FL. 33056

Public comment can also be submitted electronically by sending emails to: hudcomment@miamigardens-fl.gov

Citizen Response Time Frame:

The City will make the Plan public, and upon request in a format accessible to persons with disabilities. The City will provide the citizens a reasonable opportunity to comment on the Plan, and on any amendments to the Plan as defined by this Citizen Participation Plan. The City will consider any comments or views of citizens received in writing, or orally, at any of the public hearings, or during the 30-day public review and will address those comments in the preparation of the final Consolidated Plan or Annual Action Plan. The City will include any written or oral comments in the final Consolidated Plan or Annual Action Plan submitted to HUD. The City will also make copies of the draft plan, and final plan available to the general public, at no cost on the City's website (www.miamigardens-fl.gov/cd/index.html). Hard copies will also be available upon request.

Amendments:

The City will amend its approved plan whenever it makes one of the following decisions:

1. To make a change in the goal, priority, or activity of the Consolidated Plan; or
2. To carry out an activity, using funds from any program covered by the Consolidated Plan (including program income), not previously covered in the Action Plan; or
3. To change the purpose, scope, location, or beneficiaries of an activity included in the Annual Action Plan.

Each amendment must be authorized by the City Manager or his designee, and submitted to HUD. All amendments will also be made public by posting at City Hall, and on the City of Miami Gardens' website (www.miamigardens-fl.gov/cd/index.html). Amendments involving at least \$50,000 and/or a change from one activity to another will also be advertised in the local newspaper.

The amendment may be implemented immediately after submitting it to HUD and making it public. A substantial amendment to the Consolidated Plan or Annual Action Plan is defined by the City as a transfer between two or more plan activities that is greater than 20% of the CDBG program funds.

Substantial amendments to the Plan will need to be presented to the City of Miami Gardens City Council for their review and approval. The public will also be notified of the amendment by advertising in the local newspaper. The advertising of the substantial amendment will begin a thirty (30) day citizen review and comment period. The City will consider any comments or views of citizens received in writing or orally during the comment period, and will be submitted to HUD, and made available at City Hall, the North Dade Regional Library, and the City's Parks and Recreation Department. The City Manager will submit to HUD a letter authorizing the amendment after the thirty-day comment period, and will implement the amendment at that time.

Performance Report:

At the end of each program year, a Comprehensive Annual Performance and Evaluation Report (CAPER) must be submitted to HUD. The CAPER gives an actual account of the activities that occurred during the previous program year, and how the City maintained and expended the funds outlined in the Annual Action Plan for that program year.

Upon completion of the CAPER, and at least fifteen (15) days prior to its submission to HUD, the City will hold two (2) public hearings to adopt the CAPER. The hearings shall be advertised at least one week in advance in a newspaper of general circulation throughout the area(s) eligible to receive funds under the programs advertised. Additionally, the report will be made available to the general public for a fifteen (15) day public review and comment period. The notice and the draft CAPER will also be made available to the public via the City's website

(www.miamigardens-fl.gov/cd/index.html) at least two weeks prior to the hearing date. Any comments received from the general public will be included in the CAPER submitted to HUD.

Each public hearing notice must include the availability of an interpreter if a significant number of non-English speaking or hearing-impaired persons are expected to participate at the hearing. It will be the responsibility of the residents to notify the City at least four (4) days in advance of the hearing if interpreter services are needed. Each public hearing notice will indicate this policy and provide a telephone number to contact the City. The City will consider any comments or views of citizens received in writing, or orally at the public hearings.

Access to Records:

The City will provide citizens, public agencies and other interested parties access to information and records relating to the City's Consolidated Plan and the City's use of funds for the CDBG funds. Citizens will be able to download program information, action plans, and the consolidated plan documents from the City's website. In addition, citizens will be able to request hard copies or to meet with City staff to go over the records.

Technical Assistance:

The Community Development Department will provide technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for funding assistance under any of the federal or state programs covered by the Consolidated Plan. Specifically, as a result of limited Public Service Proposals received, the Department of Community Development has determined to provide technical assistance to non-profit organizations that service this community. The level and type of assistance will be determined by the Department of Community Development, but shall not include the provision of funds to any person, group, or agency.

Complaints:

Citizens with complaints related to the Consolidated Plan, Annual Action Plan, Action Plan Amendments, and the Comprehensive Annual Performance Reports (CAPER) must submit the complaint in writing to:

City of Miami Gardens Community Development Department
1515 NW 167th Street, Building 5, Suite 200
Miami Gardens, FL 33169
Attention: Daniel A. Rosemond, Assistant City Manager/Community Development Director

If the complaint is given orally, the person initiating the complaint must schedule a meeting with the Director at the above-mentioned address and a formal complaint letter will be transcribed. The person must sign the letter and submit an address for response. Upon receipt of the written complaint, the Director of Community Development will respond to the complaint in writing within fifteen working days.

Use of the Citizen Participation Plan:

The requirements for citizen participation do not restrict the responsibility or authority of the jurisdiction in the development and execution of the City's Consolidated Plan.

2. Citizens Comments/Views on the plan

The City scheduled two citizens participation meetings to give residents an opportunity to give their input on the use of program year 5 federal funds. Meetings were held on March 30, 2010 during normal business hours and on April 1, 2010, during the evening to accommodate residents that may not be available for the earlier time slot. Both meetings were held at City Hall. Attendance at the meetings was improved over the previous years, with nine participants in attendance at the first meeting and three at the second. Participants that were present gave their comments on the plan. Comments received from the public are attached to this plan under Public Comments.

3. Efforts made to broaden public participation

Due to the poor turnout and lack of input in last program year's citizen participation process, the City made every effort to reach out to residents, businesses and non-profit organizations to ensure their participation in this program year's process. A flyer was created detailing the program and dates and times of the meetings and was widely distributed throughout the City. Flyers were posted in City departments and at City Hall, at the local public library, post offices and police department. Additionally, flyers were distributed to all clients receiving services through our public service partnering agencies, to residents who have received assistance or are on the waiting lists of the City's housing rehab and NSP homebuyer programs, neighborhood crime watch groups, homeowners associations, area clubs, churches, and through all the public schools in the City. Furthermore, a community development representative attended all City advisory committee and senior club meetings during the month of March 2010 to talk about the citizen participation process and distribute flyers.

4. Explanation of comments not accepted

All public comments were accepted.

Institutional Structure

1. Describe actions that will take place during the next year to develop institutional structure.

Action Plan Institutional Structure response:

The City of Miami Gardens Community Development Department is the lead administrative agency for the Consolidated Plan programs. The Department provides fiscal and regulatory oversight of all CDBG funding sources, as well as other Federal and State grants for housing, economic, and community development.

The City of Miami Gardens City Council acts as the final authority for the allocation of funds for Annual Action Plan activities under the Consolidated Plan grant programs, following the recommendations of the City Manager.

Within each of the priority funding areas, activities will be completed and managed by a diverse team of public, private, not-for-profit, and institutional partners. The lists below identify some of the principal partners for each priority funding area.

Decent Housing - Programs in Support of this Goal:

Program Partners:

- Miami-Dade Housing Agency
- Miami Dade Department of Housing and Community Development
- Metro Miami Action Plan
- City of Miami Gardens Building Services Division
- City of Miami Gardens Code Compliance Division
- City of Miami Gardens Planning and Zoning Department

Housing Rehabilitation Program: Housing rehabilitation provides assistance for low- to moderate-income residents Citywide. Given the age of the City's housing stock, priority will be placed on improving energy efficiency and water conservation in these units by replacing obsolete appliances that are no longer energy efficient, addressing building and code violations, along with meeting Housing Quality Standards (HQS). However, when feasible, this program will also focus on disaster mitigation and weatherization.

Homeownership Assistance Program: Provide both direct and indirect homeownership assistance to low- to moderate-income first-time homebuyers city-wide.

Neighborhood Stabilization Program (NSP): With NSP funds, the City intends to purchase and rehabilitate foreclosed homes. The rehabilitation will be done using the same standards as the housing rehabilitation program; however, because of the condition of some of these homes, repairs will be more extensive.

Suitable Living Environment -Programs in Support of this Goal:

Program Partners:

- City of Miami Gardens Public Works Department
- City of Miami Gardens Building Services Division
- City of Miami Gardens Code Compliance Division
- City of Miami Gardens Parks and Recreation Department
- City of Miami Gardens Police Department

Livable Neighborhoods Initiative Program: Fund improvements to residential storm water drainage facilities, street lighting, and landscaping to address flooding, and safety issues in three specifically designated neighborhoods. All three neighborhoods have been determined to be at least 51% low-moderate income.

Public Facilities Improvements: Provide funding for improvements to parks and recreational facilities in low-mod census tracts.

Public Services -Programs in Support of this Goal:

Program Partners:

- City of Miami Gardens Parks and Recreation Department
- Faith Based Organizations
- Not-for-Profit Organizations

Youth and Senior Services: Provides funding support to eligible non-profit agencies that will, through a sub-recipient agreement, carry out public service activities that benefit youth and assist elderly residents.

Expanded Economic Opportunities - Programs in Support of this Goal:

Program Partners:

- Beacon Council
- Miami-Dade Department of Housing and Community Development
- Partners for Self Employment
- Miami Dade Chamber of Commerce
- Financial lending institutions

Commercial Redevelopment Program/Special Economic Development Program (Technical Assistance): Provides funding to improve commercial corridors throughout the City and provides technical assistance and access to capital to City businesses.

Consolidated Plan Delivery System:

As a still relatively new municipality, the City of Miami Gardens will strive to use the CDBG program to create successful partnerships among public and private sector entities. The delivery system for the Consolidated Plan programs is no exception. Communication and cooperation between the City of Miami Gardens Community Development Department and the partner agencies and organizations that administer activities is strong.

The City hired an Economic Development Manager to address potential gaps and deficiencies in the delivery system as it relates to economic development opportunities. The Community Development Department has begun defining the needs of small business owners and

identifying appropriate programs to expand economic opportunities for local businesses. One primary issue is the need for technical training. Many businesses lack the business acumen to efficiently run their businesses; further they are not aware of various resources available to assist in operating the business at its full potential. The Department will begin providing technical assistance to small and local businesses directly or through community partnerships.

Creation of Economic Development Strategy:

- To specifically identify the activities that would further engage the City to institute its master plan in the development of neighborhoods by using economic development tools.
- A written plan of execution for the City of Miami Gardens to use:
 - (1) as a set of guidelines for participation for engaging existing businesses in the growth of the community, thereby escalating their business potential,
 - (2) to forge new partnerships with proposed businesses in the relocation and/or equivalent investment with the city,
 - (3) disseminate a clear planning process for continued development, thereby creating an environment of economic sustainability and
 - (4) encourage additional policy discussions/recommendations regarding density in relation to the proposed use of a site.

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

Action Plan monitoring response:

The City of Miami Gardens Community Development Department shall conduct an initial site visit with each sub-recipient within the first quarter of the contract period to provide technical assistance with implementing the program. A comprehensive annual on-site monitoring visit will also be scheduled during the program year. New sub-recipients may be visited more frequently in order to assist with questions and check on program progress. A monitoring schedule will be prepared and the sub-recipient visits will be prioritized by determining if any organizations are considered high risk, i.e., new to the CDBG program-first year as a sub-recipient; high staff turnover-especially in key positions; carrying out high-risk activities, such as economic development and/or conducting multiple CDBG activities for the first time.

The annual monitoring visits include the following: First, the assigned monitor contacts the agency to explain the purpose of monitoring and schedules a date and time for the on-site visit. Once this is completed, a confirmation letter is sent before the scheduled visit to confirm all aspects of the monitoring and to explain what can be expected. In preparation for the monitoring visit, the monitor will review all written data on file for the sub-recipient, such as application for CDBG funding, written agreement and amendments, monthly reporting requirements, documentation of previous monitoring, and copies of audits.

During the actual visit, a thorough review of the sub-recipient's files ensures they comply with all regulations governing their administrative, financial and programmatic operations and that they are achieving their performance objectives within schedule and budget. A clear written record of the on-site visit is kept by using one or more of the City's monitoring checklists. The assigned monitor will fill out the form during the visit.

At the end of the visit, the monitor concludes the visit by reviewing the tentative conclusions from the monitoring. At this point, there will be a clear understanding between the monitor and sub-recipient of the areas of disagreement and agreement regarding the monitoring results. Once the on-site visit is completed, the monitor prepares a formal written letter describing the results of the visit, providing recognition of the sub-recipient's strengths and weaknesses. A copy of this letter is kept on file with the sub-recipient's grant agreement and monthly reports.

If the sub-recipient is experiencing problems or is failing to comply with regulations, these issues will be specifically outlined in the monitoring follow-up letter, along with recommendations or requirements to address and rectify the problems. If a concern or finding is issued for noncompliance with federal rules and regulations, the monitoring follow-up letter will provide recommendations on how the situation can be remedied, but no additional action is required. When a finding is issued, the monitoring follow-up letter will identify a deadline for when the specific issues must be corrected. The monitor will then follow-up with the organization to make sure the corrections have been made.

For situations in which the recommended corrections have not been made, the organization will be placed on a probationary period, which must be approved by the Community Development Director, until the issues have been rectified and the sub-recipient is once again in compliance with Federal regulations and the grant

Lead-based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

Action Plan Lead-based Paint response:

Participant property owners are notified of the hazards of lead-based paint and of the symptoms associated with lead-based contamination. The City of Miami Gardens further prohibits the use of lead-based paint in any federally funded construction or rehabilitation project.

The City of Miami Gardens shall either perform paint testing on the painted surfaces to be disturbed or replaced during rehabilitation activities, or presume that all these painted surfaces are coated with lead-based paint.

For residential properties receiving an average of up to and including \$5,000.00 per unit the City of Miami Gardens shall:

Perform paint testing on the painted surfaces to be disturbed or replaced during rehabilitation activities, or presume that all these painted surfaces are coated with lead-based paint. If testing indicates that the surfaces are not coated with lead-based paint, safe work practices and clearance shall not be required. In addition the City of Miami Gardens will follow all additional requirements as listed in 24 CFR 35.930 (b).

For residential properties receiving an average more than \$5,000.00 and up to and including \$25,000.00 per unit the City of Miami Gardens shall follow requirements of 24 CFR 35.930(c) which include but are not limited to risk assessments and interim controls.

For residential properties receiving an average of more than \$25,000.00 per unit the City of Miami Gardens shall follow regulations as set forth in 24 CFR 35.930 (d) which include abatement.

The City of Miami Gardens will further coordinate with the Miami-Dade Public Health Unit to implement educational programs on the hazards of lead-based paint and blood testing of children at-risk.

HOUSING

Specific Housing Objectives

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Action Plan Specific Objectives response:

1. Housing Objectives

The following table outlines the specific Housing accomplishment goals that the City of Miami Gardens hopes to achieve over the 2010-2011 Action Plan period.

ACTIVITY	ACCOMPLISHMENT UNITS	GOAL
Direct Homeownership Assistance	Households	2
NSP Rehabilitation	Households	10
Rehab, Single-Unit Residential	Housing Units	7

2. Use of Resources

The City of Miami Gardens currently uses its allocation of SHIP funds from the Florida Housing Finance Corporation to augment the housing rehabilitation program. Because of budget cuts, we anticipate not receiving an allocation of SHIP funds during Program Year 5. Nonetheless, the City will continue to maximize its resources by leveraging the funds it does receive and work creatively to attempt to meet the community's needs. The allocation of NSP funds will continue to expand our housing program activities, including rehabilitation and homeownership assistance.

Needs of Public Housing

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.
2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

Action Plan Public Housing Strategy response:

1. Partnership with Public Housing Agency

The Miami-Dade Housing Agency (MDHA) encourages public housing residents to become more involved in the management of the housing developments and to participate in homeownership through its Family Self-Sufficiency (FSS) program. MDHA has also implemented a Section 8 homeownership program to provide section 8 participants the opportunity to purchase a home. The housing agency also offers a variety of homeownership programs to low- and moderate-income families through its Development and Loan Administration Division and New Markets Division. Homeownership programs include: Surtax, State Housing Initiative, HOME, and infill programs.

2. Troubled Designation

Two public housing projects have been identified as troubled designations in the City. These sites have a history of high crime including violent crimes. Although these sites are administered by the Miami-Dade Housing Agency, the City has been actively involved in an effort to increase public safety, health and welfare of citizens residing in this area. The City has held meeting with the local HUD office, as well as with the County regarding the issues. During the fifth program year, the City will continue in its efforts to resolve issues surrounding these projects.

Barriers to Affordable Housing

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

Action Plan Barriers to Affordable Housing response:

1. Barriers to Affordable Housing

The City of Miami Gardens has experienced a tremendous increase in housing prices (120%) over the previous five years (notwithstanding the last 2 years where the national housing market has slumped). This urban community is 93% built out with a forecasted 8% increase in population growth by 2010. In addition, the recent economic crisis throughout the country has created an increase in job losses and foreclosures whereby creating a decrease in persons who are “mortgage ready.”

The City of Miami Gardens had to adopt many of the Land Development Regulations and zoning codes of Miami-Dade County. These regulations are in effect until the City completes the lengthy statutory and public participation requirements associated with creating a code specifically for Miami Gardens. While the current codes are appropriate for planning on a countywide level, they lack some of the flexibility and creativity that can be applied by a smaller unit of government. These regulatory barriers can be time consuming and costly to private development and may in some cases result in higher development costs.

2. Strategy to Remove Barriers

The City of Miami Gardens has established a new comprehensive plan and associated land development regulations specific to the City. In recognition of the impact that regulatory requirements have on the cost of development, the City has developed goals, objectives, and policies to address affordable housing issues in the City. These policies will guide all future growth management policies established by the City. The goals are as follows:

- Affordable Housing Incentives: Provide incentives to assist in the provision of affordable housing.

- Adopt land development regulations and appropriate policies that assist private developers with providing (and sustaining) affordable housing.
- Through the comprehensive planning process and the land development regulations, streamline the permitting process providing for efficient review with minimal delays and waiving or reducing costs for development with a substantial affordable housing component.
- Offer technical assistance and referral services to applicants interested in developing affordable housing opportunities.
- Investigate the feasibility of using inclusionary zoning to encourage or require a certain percentage of dwelling units of new development or redevelopment to be set aside for low- or moderate-income housing. The City has adopted a new zoning code that includes Article VI Housing which addresses the following:
 - a) Promote the development and provision of high quality housing in the City of Miami Gardens;
 - b) Implement the goals, objectives and policies of the Housing Element of the City of Miami Gardens Comprehensive Development Master Plan to the maximum extent practicable;
 - c) Implement the recommendations of the City of Miami Gardens Affordable Housing Advisory Committee to the maximum extent practicable;
 - d) Increase and otherwise encourage home ownership opportunities within the city;
 - e) Stimulate private sector production of workforce housing units for ownership, available to families within the range of 65 percent to 200 percent of the area median income;
 - f) Facilitate and encourage residential development that includes a range of high quality housing opportunities through a variety of residential types, forms of ownership, and home sale prices;
 - g) Encourage even and widespread distribution of high quality housing opportunities throughout the City; and
 - h) Insure that new housing in the City meets high quality development standards.
- Consider awarding density and height bonuses for the provision of workforce housing in new developments, on infill sites, or within mixed-use developments as referred to in the Future Land Use Element.
- Encourage the development of rental housing alternatives for family households.
- Examine the feasibility of adopting a mixed income ordinance that requires any new mixed-use development exceeding a specific threshold of units to include an affordable component.

- Develop incentive programs in conjunction with a Community Design Element of the Comprehensive Development Master Plan for increasing residential housing densities and providing enhanced urban amenities with funding programs for multistory parking, combining public open space, shared parking areas for use in high density/intensity projects and other similar techniques and mechanisms.

HOME/ American Dream Down payment Initiative (ADDI)

1. Describe other forms of investment not described in § 92.205(b).
2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.
3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:
 - a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
 - b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
 - c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
 - d. Specify the required period of affordability, whether it is the minimum 15 years or longer.
 - e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community.
 - f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.
4. If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:
 - a. Describe the planned use of the ADDI funds.
 - b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.

- c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

Action Plan HOME/ADDI response:

Not applicable

HOMELESS

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.
2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.
3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.
4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

Action Plan Special Needs response:

1. Source of Funds

The Homeless Trust pools the Entitlement Jurisdiction funds for all of Miami-Dade County to provide a wide variety of Homeless Assistance Programs. The City of Miami Gardens along with

the cities of Miami, Miami Beach, Hialeah, and North Miami has joined in partnership with the Miami-Dade County Homeless Trust to provide countywide Homeless Assistance Services. These funds will go directly to Miami-Dade County for regional distribution.

The City of Miami Gardens has mirrored the priorities of the Homeless Trust as its regional service provider. The table below outlines the relative priorities of various categories of homeless needs within the Continuum of Care. Activities that are identified as “Medium” priorities will likely receive Consolidated Plan funding if the applicable formula grants to the City of Miami Gardens are increased during the next five years. Activities that receive a “Low” priority will not receive Consolidated Plan funding over the next five years without an amendment to this Consolidated Plan.

A “Low” rating does not necessarily diminish the importance of these activities or indicate that there is no need for them in the City. Many activities that are assigned a “Low” priority for CDBG funding are nevertheless important needs for the community or high priorities for other sources of funding. Some activities receive “Low” ratings if they are funded under the County’s programs, if the Consolidated Plan funding would be insufficient to have a meaningful impact on these needs, or if adequately funding them would result in minimal output or outcome accomplishments relative to the amount of funds expended at the expense of other priority programs.

Table III-4: Priority Homeless Needs Funding

Housing Continuum of Care	Individuals	Families	Funding Source
Emergency Shelter	Low	Low	Other, County
Transitional Housing	Low	Low	Other, County
Permanent Supportive Housing	Medium	Medium	Other, County
Chronically Homeless	Medium	Medium	Other, County

The addition of HPRP funds has allowed the City to address the needs of individuals and families that are either at risk of homelessness or currently homeless with assistance in housing stability. The HPRP will meet the needs of population that are at or below 50% AMI.

2. Homelessness

As required by HUD each jurisdiction must develop a local continuum of care plan, the City of Miami Gardens in partnership with Miami-Dade County Homeless Trust operate under the Miami-Dade County Community Homeless Plan. The Miami-Dade County Homeless Trust serves as the lead agency implementing a countywide strategy to serve homeless individuals and families throughout our community. The Homeless Trust pools the entitlement jurisdiction funds for all of Miami-Dade County to provide a wide variety of Homeless Assistance Programs. The City of Miami Gardens, along with the Cities of Miami, Miami Beach, Hialeah, and North

Miami has joined in partnership with Miami-Dade County Homeless Trust to provide countywide Homeless Assistance Services.

Each year the Homeless Trust meets with all of its entitlement partners to establish funding priorities for the upcoming year. The City of Miami Gardens in partnership with the Miami-Dade Homeless Trust established the priority homeless needs identified in this plan.

3. Chronic Homelessness

Chronic Homelessness Strategy:

A. Carry out activities identified in 10 Year Plan to End Homelessness, adopted in December, 2004 more specifically outlined below:

B. Coordinated Outreach to the Chronically Homeless - In April, 2005, the Miami-Dade County Homeless Trust executed a contract with Citrus Health Network for a County-Wide Chronic Homeless Outreach program based on the Philadelphia Model Coordinated Outreach Program which includes coordination between all outreach teams, licensed clinical staff, and a psychiatrist. This program is identifying and tracking all chronically homeless people in our Continuum of Care (CoC) via Homeless Management Information Strategies (HMIS) (including wireless laptop computers for outreach teams immediate HMIS access and referral services in the field), and providing targeted assessment, clinical, and primary health services, placement of clients into appropriate permanent supportive housing and treatment. All homeless outreach teams now have access to reciprocal information, which allows all of them to focus their efforts on target outreach services to specific individuals experiencing chronic homelessness. Additionally, the contract calls for the identification, by name, of all chronically homeless individuals in Miami-Dade County.

C. Housing First – The Homeless Trust made funding Housing First, and other models serving the chronically homeless population the number one funding priority of new programs in this application.

D. General Obligation Bond - In November 2004, the voters of Miami-Dade County overwhelmingly passed a General Obligation bond. The Bond included \$15 million in funding over the next 15-years specifically for the Homeless Trust, to be utilized for capital for permanent supportive housing. These units are earmarked for individuals experiencing chronic homelessness.

E. Expanded Safe Havens - At present, the continuum has two Safe Havens located in diverse geographic areas. The Safe Haven model has proven highly effective in engaging the chronic homeless, especially those who are also impacted by mental illness. The Homeless Trust has been supportive and instrumental in obtaining \$1 million in capital funding from the County's Department of Housing and Community Development, and \$700,000 in operational funding from HUD to fund the relocation of Camillus House to a safe haven model. The

Camillus House is a homeless shelter provider, serving a high percentage of chronically homeless individuals by offering overnight emergency shelter and a soup kitchen in downtown Miami. This relocation will allow chronic homeless individuals to be served in an indoor, low demand 125 bed open space Safe Haven, combined with mental health and substance treatment beds.

F. Jail Discharge Services – Improve discharge planning from systems most impacted by chronic homelessness, such as local jails, crisis units and hospitals: Misdemeanor arrests account for more than 60% of all homeless arrests. Often, homeless detainees are given “credit for time served,” resulting in a very quick revolving door in and out of the criminal justice system. A highly successful jail outreach/discharge program targeting those individuals at release, primarily those released within 1-3 days of arrest, has been implemented inside the County Jail where all releases of homeless individuals are made. Outreach staff are co-located at the Jail and attend arraignments, bond hearings, work with the public defenders and court disposition specialists to identify chronic homeless individuals. Local Judges, the Public Defenders and the State Attorney’s Office, and the Corrections and Local Law enforcement departments are all involved. This program provides transportation, assessment, case management, emergency housing, and access to the local Continuum of Care. This program is also tracking recidivism and following up on client placements.

G. Criminal Justice Program- Through the efforts of a Homeless Trust Board member, Judge Steve Leifman, a highly successful and nationally recognized best practice model links chronically homeless mentally ill individuals meeting Baker Act criteria (voluntary/involuntary commitment) with case management, crisis stabilization services, and outplacement services into mental health crisis beds funded via the Homeless Trust. This program also provides crisis intervention team training to local police officers to encourage the appropriate treatment of mentally ill individuals and reduce harm to all involved. This program reduced recidivism from 1196 people a year prior to this program, to 70 people after the first year of implementation. A SAMHSA grant has been implemented providing case management and evaluation of this best practice model.

H. HMIS- HMIS will offer access and linkages to the criminal mental health project, via a Health Foundation Grant and cooperative agreement, will allow a “super-case manager” to track chronically homeless clients across criminal justice, mental health, substance abuse, crisis stabilization units, and the Homeless Continuum of Care. Client Outcomes, cost analysis, and recidivism, will be evaluated via Florida International University.

I. A Mental Health Drop In Center - located in an area of high concentration of individuals experiencing chronic homelessness increased contact with case management services, with 651 individuals served since inception.

J. Regional Planning Efforts - The Homeless Trust’s Executive Director participates in the Florida Coalition for the Homeless Regional Planning Committee that is addressing regional

strategies for the 10-year plan to end homelessness, local, regional and state strategies toward funding supportive housing.

K. State Legislative Budget Request - The Homeless Trust has submitted a \$752,000 Legislative Budget Request to fund long term supportive housing initiatives for chronically homeless people with mental health/co-occurring disorders. This request is of course subject to the approval of the State Legislature and Governor.

L. Arrest Information - In order to better track and offer services to chronically homeless individuals, the Homeless Trust is working with the Department of Corrections, the State Attorney's Office, and local law enforcement to modify the arrest forms to indicate whether a person is homeless at the time of arrest. This change, which was just agreed upon, will help identify homeless people upon entrance into the criminal justice system and will assist in discharge planning for those individuals.

M. Florida Assertive Community Treatment (FACT) Team - The Florida Department of Children & Families administers two FACT teams, with a third dedicated FACT team designed to provide intensive wrap-around services and housing allowances, to homeless individuals who are severely mentally ill, and those who are mentally ill with addiction disorders.

4. Homelessness Prevention

Through the Countywide Homeless Hotline, individuals and families at risk of homelessness are assessed and provided with or linked to appropriate services, including but not limited to: case management, rental assistance, mortgage assistance, utility assistance, and other services. FEMA funds available through the Emergency Food and Shelter Board, are used for the same purpose. The Greater Miami Prosperity Campaign via the Human Services Coalition provides Tax and Earned Income Tax Credit Assistance to individuals residing in Miami-Dade County Homeless Assistance Centers and in One Stop locations.

During Program Year 5, HPRP funds will be utilized to provide homelessness prevention services to individuals and families at or below 50% AMI. These services include case management, short-term financial assistance, data collection and evaluation, outreach, moving and relocation costs, security and utility deposits, and arrearage of utility and rental payments.

5. Discharge Coordination Policy

The Homeless Trust currently has executed interagency agreements with; the Department of Children & Families for youth exiting foster care, the 11th Judicial Circuit for mentally ill homeless individuals exiting jail who are homeless upon discharge, and outreach and assessment services at the County Jail, where all individuals who are deemed homeless upon arrest are discharged. These strategies are in place to ensure that individuals discharged from these other systems of care are not homeless upon release. The County's 10 Year Plan to End Homelessness has as a goal the development of a Memorandum of Understanding between the

Homeless Trust, the Department of Children & Families, the Courts, the Department of Corrections and the Public Health Trust ensuring that the discharge of individuals discharged from these systems is coordinated and does not result in homelessness.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

Action Plan ESG response:

Not applicable

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.
2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

*Note: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

Action Plan Community Development response:

1. Priority non-housing community development needs

As defined in the City of Miami Garden's mission statement, the City's core community development needs are those activities that enhance the quality of life through the efficient and professional delivery of public services. The City is committed to fostering civic pride, participation and responsible economic development for the community, and as such the City anticipates using Community Development Block Grant (CDBG) funding to support programs to:

- Improve recreational programs and facilities in the Community
- Improve streets, install sidewalks and provide for pedestrian safety

- Redevelop blighted commercial areas
- Attract new businesses and retain existing businesses

CDBG and other funding will be used to strengthen, preserve, and enhance the physical character of and quality of life in City of Miami Gardens neighborhoods. Designated funding will be used to improve the housing stock, and the public infrastructure and facilities, with particular emphasis on the low- and moderate-income neighborhoods. In addition, code enforcement for existing residential and commercial buildings will be emphasized, so deteriorating properties do not have a detrimental influence on the neighborhoods. Finally, homeownership programs will be supported to help improve community stability by maintaining homeownership rates in the City.

Develop Economic Development Programs:

The City will seek to partner with entities that provide training, education, and employment opportunities to help expand Miami Gardens' workforce, particularly by lifting low- and moderate-income residents into stronger positions in the evolving economy. Through the creation of business incentive programs, the City hopes to create new jobs that could be filled by individuals that are trained by the City's partners in this effort. To assist in the successful accomplishment of this goal the City has appointed an economic development manager that will carry out economic development activities utilizing CDBG funds and also on a broader level to benefit the City at large. One of the primary components of the Commercial Façade Redevelopment Program is the creation of new, permanent jobs. The City's policy mandates a certain amount of new, permanent jobs are created as a direct result of financial assistance received from the City.

Particular emphasis will be placed on programs that cultivate entrepreneurship and create opportunities for larger-scale job creation through site assembly, environmental remediation, building rehabilitation, infrastructure development, technical assistance, and assistance to businesses.

Create Programs and Services for Youth and Elderly Residents:

CDBG and other funding will be used to implement programs to assist the youth and elderly populations in providing them increased access to benefits and credits.

Consistent with HUD Community Development Needs Table, the relative priority of community development activities were identified with input obtained from numerous outreach efforts, and consultations during the 2006-2011 consolidated planning process.

Three distinct tables in the Consolidated Plan document defines activities that received high, medium and low priority ranking during the visioning and focus group exercises conducted in support of the Consolidated Plan. The first table (Table IV-1), identified Public Facilities and Improvements Priorities, the second table (Table IV-2), identified Public Services Priorities, and the third table (Table IV-3), identified Housing, Economic Development, & Historic Preservation Priorities. Activities identified as high and medium priorities were consistent in all three tables.

High and medium priorities centered around housing rehab, street and drain improvements, homeownership assistance, energy efficiency, services for youth and seniors.

2. Specific Long Term and Short Term Objectives

Accomplishment goals have been established for those activities that received a high priority ranking. The following tables, consistent with HUD Community Development Need Table provide the specific output accomplishment goals for each activity. These activities are listed under the five community priorities as defined by the stakeholders throughout the visioning process. Because funding for "medium" and "low" priority activities may not be available, accomplishment goals have not been provided for these categories. The accomplishment goals represent the activities anticipated in the 2010-20111 Action Plan period. A discussion of anticipated outcomes for each conceptual goal is as follows:

1. Public Services:

ACTIVITY	ACCOMPLISHMENT UNITS	GOAL
Youth Services	People Served	100
Senior Services	People Served	150
Homebuyer Counseling/ Foreclosure Prevention	People Served	25

Priority projects in this category include support for public service activities that benefit youth and senior populations. These activities will assist the City of Miami Gardens in moving closer to achieving its goal of providing sustained services for the residents of Miami Gardens.

2. Redevelop aging housing stock in residential areas:

ACTIVITY	ACCOMPLISHMENT UNITS	GOAL
Rehab, Single-Unit Residential	Housing Units	7
Energy Efficiency Improvements	Housing Units	100

The priority projects in this category includes housing rehab projects benefiting low- to moderate-income residents with a focus on energy efficiency, and code enforcement activities to eliminate substandard and blighted influences.

3. Public Facilities and Improvements:

ACTIVITY	ACCOMPLISHMENT UNITS	GOAL
Infrastructure (Livable Neighborhoods)	Area Benefit (households)	2500
Parks, Recreation Facilities	Area Benefit (households)	3000

Priority projects in this category include improvements to residential storm water drainage facilities to address flooding issues in specific low-mod census tracts, including the designated

Neighborhood Revitalization Strategy Area. This activity also includes improvements to parks and recreation facilities that are located in and serve low- to moderate-income residents.

4. Commercial Redevelopment Programs:

ACTIVITY	ACCOMPLISHMENT UNITS	GOAL
Building Acquisition, Construction, Rehabilitation (façade)	Businesses	2
Direct assistance to new businesses	Businesses	2

Priority projects in this category include Economic Development activities to improve blighted conditions within commercial corridors citywide.

5. Neighborhood Revitalization Strategy Area

ACTIVITY	ACCOMPLISHMENT UNITS	GOAL
Rehab, Single-Unit Residential	Housing Units	7
Infrastructure Improvements	Area Benefit (Households)	800

Antipoverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

Action Plan Antipoverty Strategy response:

The City of Miami Gardens Anti-Poverty Strategy describes the programs and policies that will be utilized to reduce the number of households with incomes below the poverty line, in coordination with affordable housing efforts. The Department of Community Development will deploy a strategy responsive to the needs of low-income citizens and disadvantaged populations throughout the City. The Department of Community Development will further the U.S. Department of Housing and Urban Development (HUD) national objectives by coordinating the priorities established in the City’s visioning process with goals and objectives adopted by HUD.

The City’s strategy will:

- Work with existing programs to maximize program dollars for residents.
- Leverage potential CDBG eligible activities with private, state, and local funds.
- Implement programs in the Neighborhood Revitalization Strategy Areas to maximize funding and program opportunities in neighborhoods with greater than 70% low to moderate-income residents.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Action Plan Specific Objectives response:

1. Priorities and specific objectives

The chart below (consistent with HUD Non-Homeless Special Needs) outlines the relative priority needs for various identified special needs categories for housing and supportive services in Miami Gardens. Activities which are labeled as “High” priorities in the table below and elsewhere in this plan are those which will receive 2010-2011 Action Plan funding. Activities which are identified as “Medium” priorities are those that will not receive Action Plan funding unless additional funds are secured or particularly strong projects are identified. Activities that receive a “Low” priority will not receive Plan funding without a Plan Amendment.

Special Needs Category	Housing	Supportive Services
Elderly	High	Medium
Frail Elderly	High	Medium
Persons w/ Severe Mental Illness	Low	Low
Disabled (Develop. Or Physical)	Medium	Low
Alcohol/Other Drug Addicted	Low	Low
Persons w/ HIV/AIDS	Low	Low

2. Use of Resources

As still a relatively new entitlement, the City of Miami Gardens is working to secure various funding streams to enhance our CDBG programs. Currently, the City of Miami Gardens will expand programs for homelessness prevention by utilizing HPRP funding. The City will also utilize funds from the Department of Energy to implement energy efficiency and conservation strategies that will enhance the CDBG program as well as benefit the City as a whole.

The City does not have the benefit of being able to draw from historical data to estimate other revenue that would supplement the CDBG program since this is only the fifth program year as

an entitlement agency. However, as indicated above, the City is in the process of negotiating with the various agencies to determine the level of funding that can be pooled with CDBG dollars to maximize program opportunities.

Housing Opportunities for People with AIDS

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Provide a Brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/ type of housing activities to be done during the next year.
2. Report on the actions taken during the year that addressed the special needs of persons who are not homeless but require supportive housing, and assistance for persons who are homeless.
3. Evaluate the progress in meeting its specific objective of providing affordable housing, including a comparison of actual outputs and outcomes to proposed goals and progress made on the other planned actions indicated in the strategic and action plans. The evaluation can address any related program adjustments or future plans.
4. Report on annual HOPWA output goals for the number of households assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. Include any assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.
5. Report on the use of committed leveraging from other public and private resources that helped to address needs identified in the plan.
6. Provide an analysis of the extent to which HOPWA funds were distributed among different categories of housing needs consistent with the geographic distribution plans identified in its approved Consolidated Plan.
7. Describe any barriers (including non-regulatory) encountered, actions in response to barriers, and recommendations for program improvement.
8. Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.
9. Please note any evaluations, studies or other assessments that will be conducted on the local HOPWA program during the next year.

Action Plan HOPWA response:

Not applicable

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

Specific HOPWA Objectives response:

Not applicable

Other Narrative

Include any Action Plan information that was not covered by a narrative in any other section.

Public Comments

The following are the public comments received during the Citizen's Participation Meeting held on March 30, 2010, where nine (9) people attended. Comments have been grouped into categories.

Public Services

Q: Do you have any programs for the elderly?

A: Yes, currently the City offers a home delivered meals program that is serving 69 elderly and disabled residents.

Q: What public service programs are currently being funded?

A: Currently the City is funding a home delivered meals for the elderly program, a wrap around services for youth aging out of foster care program, an after school tutoring program, and a teen summer camp.

Q: When will the Public Services RFP be issued?

A: A technical assistance workshop will be held sometime in May, with the RFP being issued in June.

Comment: There needs to be a larger emphasis on youth violence prevention programs and youth and family strengthening programs. Would like to see programs like these funded under public services.

Energy Efficiency

Q: Will the Energy Efficiency (EE) program help pay for utilities that are in arrears?

A: Not at this time. The program is an energy efficient retrofits program that consists of 3 phases: 1) installing insulation, 2) central air conditioning replacement, and 3) water heater replacement.

Q: In the EE Retrofit program, will the water heaters be replaced with tankless?

A: The type of water heater replacement will depend on the home and the household size, and will be based on an assessment by a licensed City inspector.

Q: In the EE Retrofit program, will the A/C replacement include any duct, structural, or electrical work?

A: No, only the A/C will be replaced. Any duct, structural or electrical work would be considered housing rehab and would need to be conducted under that program. At this time the housing rehab application cycle is closed.

Q: In the EE Retrofit program, will the water heater be installed to code?

A: Yes, all water heaters, A/Cs and insulation will be installed by a licensed and insured contractor. The size and type of the water heater will depend on the needs of the home and what the home is already piped for.

Neighborhood Stabilization Program (NSP)

Q: How many homes have been purchased or sold with NSP funds?

A: To date, 25 homes have been purchased, but the City is continuing to identify abandoned and foreclosed properties to purchase. None of the homes have been sold, however, rehab has been completed for 3 of the homes and they will be the first available for purchase. City staff is currently working to qualify buyers for these homes using the City's homebuyer pool.

Housing Rehab

Q: How does an applicant for housing rehab find out about the status of their application?

A: Applicants are asked to call the Department of Community Development at 305-622-8041 and to please have the application number they received when the application was submitted.

Q: Is Emergency Rehab assistance still available?

A: Yes, please call the Department of Community Development at 305-622-8041 to find out if the situation is eligible for emergency rehab.

The following are the public comments received during the Citizen's Participation Meeting held on April 1, 2010, where three (3) people attended. Comments have been grouped into categories.

Homeless Prevention and Rapid Re-housing Program

Q: How long will the Homeless Prevention program go on?

A: This program will continue until the funds are exhausted.

Q: Where should someone go if they are in need of homeless prevention assistance?

A: They need to call the homeless helpline (877-994-4357).

Energy Efficiency

Q: Is the EE retrofits program for residential property and will it be income based?

A: The program is for residential homes that are owner occupied and who are current with all mortgage, real estate taxes and insurance. It is also income based, the household must not make more than 80% of the area median income (and income chart was displayed for the audience).

Q: Does the EE retrofits program only include insulation?

A: The program includes three (3) phases; 1) insulation or reflective roof paint, 2) replacement of inefficient central air conditioning systems, and 3) replacement of inefficient water heaters.

Neighborhood Stabilization Program

Q: What is the homebuyer pool?

A: The homebuyer pool is for people who are interested in purchasing one of the homes being acquired and rehabbed through the NSP program.

Miscellaneous Questions

Q: A private community with a homeowners association is in need of street lighting in the neighborhood, but due to the economic downturn and many foreclosures, the association is unable to pay for the lighting. Is there any CDBG or economic stimulus funds that can help?

A: Unfortunately, no. In order for the City to use CDBG or ARRA funds to do infrastructure projects like lighting, the City would need to own the land/streets where the improvements are being conducted. Because this is in a private community, the streets are all owned by the community association and therefore are ineligible.

Q: Is the housing paint program only for the Bunche Park Neighborhood?

A: Yes, the Bunche Park neighborhood is an established Neighborhood Revitalization Strategy Area and the exterior paint program is one of many program established for this area to assist the residents.

The following are the public comments received during the 30-day Public Comment Period which began on June 6, 2010 and ended July 7, 2010. Comments have been grouped into categories.

No comments were received from the public during the 30-day Public Comment Period.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 14, 2010		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 X	No	Yes No
Funding Source:	Community Development Block Grant (CDBG)		Advertising Requirement: <i>(Enter X in box)</i>	Yes X		No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A		
		X				
Sponsor Name	Danny Crew, City Manager		Department:	Community Development		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT THIRD YEAR ACTION PLAN, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Background

The City of Miami Gardens submitted the 3rd Program Year Annual Action Plan (2008-2009) to the US Department of Housing and Urban Development (HUD) in August 2008. As an Entitlement jurisdiction, the City is required to submit an Action Plan each year for the Community Development Block Grant (CDBG) Program. The 3rd Program Year Action Plan outlined the following activities for funding:

Activity	Amount
Commercial Redevelopment	\$249,946
Public Services	\$205,005
Infrastructure Improvements	\$500,000
Housing Rehabilitation	\$138,410
Program Administration	\$273,340
Total CDBG 2008-2009 Allocation	\$1,366,701

**ITEM L-2) RESOLUTION
PUBLIC HEARING
CDBG 3rd Year Action Plan**

Current Situation

City Staff is proposing to add Code Enforcement as a new activity to the 3rd Program Year Action Plan. This activity will fund the enforcement of the local code in areas of the City that are deteriorating and low-to-moderate income. The Code Enforcement efforts to be carried out using CDBG Funds are in line with the City's 5-year Consolidated Plan to address residential housing units that are deemed blighted. This activity will work in conjunction with the City's other CDBG Housing Rehab and Neighborhood Stabilization Program activities to arrest the decline of these designated low-moderate income areas.

Adding a new activity requires an Amendment to the Annual Action Plan. The Amendment will re-allocate funds from the Infrastructure Improvements and Commercial Redevelopment activities as follows:

Activity	Reduction	Increase	Final Allocated Amount
Infrastructure Improvements	\$50,000.00		\$450,000.00
Commercial Redevelopment	\$50,000.00		\$164,023.00
Code Enforcement		\$100,000.00	\$100,000.00

A draft of the attached Amendment to the 3rd Program Year Action Plan was publicly advertised for thirty (30) days, allowing for public comments. No public comments were received.

A resolution is needed to amend the City's 3rd Program Year Action Plan allocating funds to the Code Enforcement activity. Upon City Council's approval, the Amendment must be submitted to HUD.

Proposed Action:

Staff recommends that City Council approve of the attached Amendment to the 3rd Program Year Annual Action Plan (2008-2009) and authorize the City Manager to submit the Amendment to the US Department of Housing and Urban Development for review and approval.

Attachments:

- 3rd Program Year Annual Action Plan Amendment

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT THIRD YEAR ACTION PLAN, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens is an "entitlement city" under the Federal Community Development Block Grant Fund Program ("CDBG"), and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") allocated One Million, Three Hundred Sixty-Six Thousand, Seven Hundred One Dollars (\$1,366,701.00) to the City to support activities under the Third Year Action Plan, and

WHEREAS, City staff proposes to reallocate grant funds to add code enforcement as an additional activity to the Third Year Action Plan, and

WHEREAS, adding a new activity requires an amendment to the Annual Action Plan, and

WHEREAS, the amendment will re-allocate funds from the Infrastructure Improvements and Commercial Redevelopment activities, and

WHEREAS, the Code Enforcement efforts to be carried out using CDBG funds, are in line with the City's Five Year Consolidated Plan to address residential housing units that are deemed blighted,

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

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

4 Section 2. APPROVAL: The City Council of the City of Miami Gardens
5 hereby approves the amendment to the Community Development Block Grant Program
6 Third Year Action Plan.

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

9 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS
10 AT ITS REGULAR MEETING HELD ON _____, 2010.

11

12

13

14

SHIRLEY GIBSON, MAYOR

15

16 ATTEST:

17

18

19

20

RONETTA TAYLOR, MMC, CITY CLERK

22

23

24 PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

25

26

27 SPONSORED BY: DANNY CREW, CITY MANAGER

28

29

30

31 MOVED BY: _____

32

33

34

35 VOTE: _____

36

City of Miami Gardens



Department of
Community
Development

Action Plan Amendment #1
(Program Year 3)

FY

2008-

2009

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

1. INTRODUCTION

EXECUTIVE SUMMARY

This report consists of modifications (amendments) implemented to activities identified in the City of Miami Gardens' 3rd Program Year Action Plan (FY 2008-2009), for its Community Development Block Grant (CDBG) Programs. With the approval of the City Manager, this report delineates adjustments to activities carried out by the Department of Community Development. These amendments were necessary due to a change in the nature of the projects indicated herein.

In an effort to better meet the priorities and needs of low- and moderate-income city residents, funding allocations have been increased or decreased appropriately by means of transfer, re-allocation, or de-obligation. All funding determinations are consistent with the goals and objectives set-forth in the 2006-2011 Consolidated Plan in conjunction with the Citizen Participation Plan. As it relates to citizen participation, a summary of the amendments was made available to the public for review and comment. The final amendment will be publicly posted and available on the City's website at <http://www.miamigardens-fl.gov/cd/index.html> for review by the general public.

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

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

Projects submitted in the 3rd Program Year Action Plan were designed to give maximum priority to feasible activities that promote the CDBG national objectives. Furthermore, Entitlement Grant monies, such as CDBG will be awarded by the City of Miami Gardens to agencies and projects which further the national federal objectives. As a result, the same essential factor is exercised when allocating additional funding to existing programs and/or subsidizing initial funding for new applicants.

2. BACKGROUND

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

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

Usage of the CDBG funds is guided by the City’s Consolidated Plan for Community Development and Housing programs. The Consolidated Plan establishes a long-range strategy for investment of its HUD resources and other resources linked to activities directed at the community development, housing and homeless services needs. The plan covers a five-year period, beginning October 1, 2006 and ending September 30, 2011. Lastly, the City must prepare an Annual Action Plan describing actions/strategies designed to fulfill the Consolidated Plan.

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

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

3. AMENDMENTS

DETAIL OF AMENDMENTS

Number Key

Activity Code	Amendment Number (activity-P.Y.-amendment #)	Program Yr	Amendment Sequence
BNFR (CDBG-Infrastructure Improvements)	BNFR-03-01	3 rd	001
BCRD (CDBG-Commercial Redevelopment)	BCRD-03-01	3 rd	002
BCE (CDBG-Code Enforcement)	BCE-03-01	3 rd	003

No. BNFR-03-01-001 (Infrastructure Improvements): The 2008-2009 Action Plan reflected the provision of infrastructure improvements in selected low-mod census tracts in the City. This activity was to consist of improvements to drainage, water/sewer, street lights, and street reconstruction. Amendment #1 will reduce the amount allocated to this activity by \$50,000. This amount will be re-allocated to one activity: Code Enforcement. The new total amount in the Infrastructure Improvements activity will be **\$450,000.00**.

No. BCRD-03-01-002 (Commercial Redevelopment): The 2008-2009 Action Plan reflected the provision of commercial redevelopment through a façade improvement program for eligible for-profit businesses and the creation of a business incentive program. Amendment #1 will re-allocate \$50,000 from the commercial redevelopment activity to the Code Enforcement activity. This will bring the total allocation for commercial redevelopment to **\$164,023.00**.

No. BCE-03-01-003 (Code Enforcement): This is a new activity for the 2008-2009 Action Plan. This activity will include the payment of salaries and overhead costs that are directly related to the enforcement of the local code in areas of the City that are deteriorating and low-mod income. This activity will work in conjunction with our other Housing Rehab and Neighborhood Stabilization Program activities to arrest the decline of these designated areas. Amendment #1 will re-allocate funds from the infrastructure improvement and commercial redevelopment activities to this activity. This will bring the allocation for the code enforcement activity to a total of **\$100,000.00**.

Summary of Amendments

Activity	Reduction	Increase	Final Allocated Amount
Infrastructure Improvements	\$50,000.00		\$450,000.00
Commercial Redevelopment	\$50,000.00		\$164,023.00
Code Enforcement		\$100,000.00	\$100,000.00