



## **CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA**

**Meeting Date: June 23, 2010**  
1515 NW 167<sup>th</sup> 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](http://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 – May 26, 2010
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)

**(F) SPECIAL PRESENTATIONS (5 minutes each)**

- F-1) Jay Marder – 2010 Census Update
- F-2) Councilman Williams – Kohn Casbarro, KAPOW Presentation
- F-3) Councilman Gilbert – NAACP ACT-SO
- F-4) City Manager – Employee of the Month and 5 Year Pin
- F-5) FY 09-10 Distinguished Budget Award

**(G) PUBLIC COMMENTS**

**(H) ORDINANCE(S) FOR FIRST READING:**

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

**I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 16 OF ORDINANCE 2005-10-48, TO INCREASE THE LOCAL PREFERENCE FROM FIVE PERCENT (5%) TO TEN PERCENT (10%); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON) (1<sup>st</sup> Reading – June 9, 2010)**

**I-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ORDINANCE NO. 2007-26-132, REGULATING INTERSECTIONS DETERMINED TO BE DANGEROUS; PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT TRAFFIC CONTROL SIGNALS CONSISTENT WITH CHAPTER 2010-80, LAWS OF FLORIDA (2010); (“THE MARK WANDALL TRAFFIC SAFETY ACT”); PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR SAVINGS, RATIFICATION AND RESERVATION OF RIGHTS; [PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1<sup>st</sup> Reading – June 9, 2010)**

**I-3) AN ORDINANCE OF CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 4 AND 15 OF ORDINANCE 2005-13-51, THE “PROPERTY MAINTENANCE” ORDINANCE TO INCLUDE REQUIREMENTS FOR THE**

**STORAGE OF SOLID WASTE RECEPTACLES; PROVIDING FOR ADOPTION OF REPRESENTATIVES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN BARBARA WATSON) (1<sup>st</sup> Reading – June 9, 2010**

**(J) CONSENT AGENDA**

- J-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) FROM THE LAW ENFORCEMENT TRUST FUND (“LETF”) FOR THE LAW ENFORCEMENT PURPOSES DESCRIBED HEREIN; 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, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED SEVENTEEN THOUSAND, FOUR HUNDRED SIXTY-NINE DOLLARS AND 41/100 CENTS (\$217,469.41) TO SHI INTERNATIONAL CORP., THE STATE OF FLORIDA’S APPROVED VENDOR FOR MICROSOFT SOFTWARE LICENSES FOR COMPUTERS, SERVERS AND OTHER DEVICES; 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, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, AN AMENDMENT TO THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT “A,” TO TRANSFER THE SUM OF THREE MILLION DOLLARS (\$3,000,000.00) FROM THE CITY’S CURRENT NINE MILLION, EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$9,830,000.00) GENERAL OBLIGATION BOND (“GOB”) ALLOCATION TO THE BETTY T. FERGUSON RECREATIONAL COMPLEX CENTER PROJECT FOR THE PURCHASE OF FURNITURE, FIXTURES AND EQUIPMENT; 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 TO ISSUE A PURCHASE ORDER TO BLISS PRODUCTS AND SERVICES, INC., IN THE AMOUNT OF TWO HUNDRED SIXTY THOUSAND, NINE HUNDRED EIGHTY FIVE DOLLARS (\$260,985.00), FOR THE PURCHASE OF PLAYGROUND EQUIPMENT, SURFACING AND DEMOLITION OF EXISTING PLAYGROUND EQUIPMENT AT A. J. KING PARK; 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, AUTHORIZING THE APPROVAL OF A SETTLEMENT IN THE LITIGATION MATTER OF CITY OF MIAMI GARDENS VS. FIRST SEALORD SURETY, INC. AND GROUP II, INC.; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY TO FINALIZE THE SETTLEMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)**
- J-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TOMILLER ELECTRIC COMPANY FOR THE PURCHASE AND INSTALLATION OF AN EMERGENCY ADVISORY RADIO SYSTEM, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINE THOUSAND, SEVEN HUNDRED FORTY-THREE HUNDRED DOLLARS (\$209,743.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN ADDENDUM TO THE SERVICE AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC., ATTACHED HERETO IN SUBSTANTIAL FORM AS EXHIBIT "A," FOR THE INSTALLATION AND SERVICING OF RED LIGHT CAMERAS AND ACCESSORIES IN**

**CONNECTION WITH THE CITY'S RED LIGHT CAMERA PROGRAM; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**J-8) A RESOLUTION OF THE CITY OF MIAMI GARDENS, FLORIDA DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE ITSELF FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS AND/OR TAXABLE OBLIGATIONS FOR CERTAIN CAPITAL EXPENDITURES MADE AND TO BE MADE BY THE CITY WITH RESPECT TO THE ACQUISITION AND IMPROVEMENT OF LAND AND THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A NEW TOWN CENTER FACILITY THEREON CONTAINING A CITY HALL, POLICE STATION AND PARKING GARAGE; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.(SPONSORED BY THE CITY MANAGER)**

**(K) RESOLUTIONS**

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

M-1) City Manager's Monthly Report

**(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](http://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**

<b>Council Meeting Date:</b>	June 23, 2010		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
					X		
<b>Fiscal Impact:</b>	Yes	No	<b>Ordinance Reading:</b>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X					X	
			<b>Public Hearing:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
						X	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b>	<b>Yes</b>		<b>No</b>	
				X			
<b>Contract/P.O. Required:</b>	Yes	No	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Sponsor Name</b>	Mayor Shirley Gibson		<b>Department:</b>	Mayor and City Council			

**Short Title:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 16 OF ORDINANCE 2005-10-48, TO INCREASE THE LOCAL PREFERENCE FROM FIVE PERCENT (5%) TO TEN PERCENT (10%); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

The City of Miami Gardens has a Local Preference Program whereby local businesses are allowed a five percent (5%) ranking preference when submitting responses to City solicitations.

Mayor Gibson is recommending that the Purchasing Ordinance (No. 2005-10-48) be amended to increase the local business preference from five percent (5%) to ten percent (10%) to increase the benefit to local businesses.

**Proposed Action:**

Mayor Shirley Gibson recommends that the City Council approve the proposed amendment to Ordinance 2005-26-64 to increase the local preference to 10%.

**Attachment:**

None.

**ITEM I-1) ORDINANCE  
SECOND READING/PUBLIC HEARING  
Amending Ord. 2005-10-48  
Increase to the Local Preference**

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 16 OF ORDINANCE 2005-10-48, TO INCREASE THE LOCAL PREFERENCE FROM FIVE PERCENT (5%) TO TEN PERCENT (10%); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 22, 2005, the City of Miami Gardens adopted Ordinance No. 2005-26-64 to amend the Purchasing Procedures Ordinance to include a Local Preference Program, and

WHEREAS, local businesses are currently allowed a five percent (5%) ranking preference when submitting responses to City solicitations, and

WHEREAS, in order to provide an incentive for local businesses to participate in the competitive bidding process, and

WHEREAS, Mayor Gibson recommends that the Purchasing Ordinance (No. 2005-10-48) be amended to increase the local business preference from five percent (5%) to ten percent (10%),

---

Language deleted is stricken through and language added is underlined

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

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

6 Section 2. AMENDMENT: Section 16 of Ordinance No. 2005-10-48, as  
7 amended, is hereby amended as follows:

8 **Section 16: Local Preference in Bidding.**

9 Except where federal or state law or funding source restriction mandates to the  
10 contrary, in the purchase of goods, general services, or professional services  
11 governed by the Procurement Code, preference shall be awarded to licensed  
12 entities with physical addresses in the City of Miami Gardens ("local businesses") in  
13 the following manner:

14  
15 (A) Competitive Bid: When a responsive, responsible non-local business  
16 submits the lowest price bid, and the bid submitted by one or more responsive,  
17 responsible, local businesses is within ~~5%~~ 10% of the bid submitted by the non-  
18 local business(s), then local businesses shall have the opportunity to submit, within  
19 five (5) working days of the bid opening, a best and final bid equal to or lower than  
20 the amount of the low bid previously submitted by the non-local business. Contract  
21 award shall be made to the responsive, responsible business submitting the lowest  
22 best and final bid. In the case of a tie in the best and final bid between a local  
23 business and a non-local business, contract award shall be made to local business.

24  
25 (B) For contract awards based upon evaluation criteria pursuant to a points  
26 system, there shall be a local participation criterion of ~~5%~~ 10% of the total points  
27 awarded. The points shall be awarded as follows:

<u>Local Business Participation</u>	<u>Points</u>
100%	<del>5</del> <u>10</u>
50% to 99%	<del>3</del> <u>8</u>

Language deleted is stricken through and language added is underlined

1	20% to 49%	<del>2</del> <u>5</u>
2	5% to 19%	4 <u>3</u>
3	>5%	0

- 4 1. Maximum points will be awarded to the proposer if 100% or more of the total  
5 project work is performed by a local business. Percentages reflect the  
6 amount of total contract value proposed to be assigned to local businesses.  
7 In the case of contracts awarded pursuant to the Consultants Competitive  
8 Negotiation Act, the percentages reflect the amount of total project work,  
9 which shall be equated to the project dollars, assigned to local businesses.  
10
- 11 2. The percentage of local business participation will be calculated by dividing  
12 the proposer's expenditures to a local business subcontractor for providing  
13 direct labor or a bonified service, by the total project dollars as identified in  
14 the proposal.  
15
- 16 3. A proposer may count toward its local business participation, the fees or  
17 commissions charged for providing direct labor or a bona fide service, such  
18 as professional, technical consultant or managerial services.  
19
- 20 4. The city will not count toward a proposer local business participation any  
21 portion or portions of the local business subcontractor's work that is  
22 subcontracted back to:  
23
- 24 a. The proposer, either directly, or through any other company or firm  
25 owned or controlled by the proposer.  
26
- 27 b. Any non-local business.  
28
- 29 5. A local business shall not be permitted to subcontract all or a majority of the  
30 subcontractual portion of the work to another non-local business. A local  
31 business subcontractor shall be prohibited for engaging in a subcontractual  
32 agreement with the intent of collecting a broker's fee or commission. A local  
33 business subcontractor shall also be prohibited from entering into a  
34 subcontractual agreement with a firm whose employees perform none of the  
35 direct labor or service activities specified in the contract.  
36
- 37 6. Participation by a local business shall not be considered and the local  
38 business shall be disqualified if the owner of the local business enters into  
39 an agreement with a non-local business with the intent of securing

---

Language deleted is stricken through and language added is underlined

1 employment with that non-local business during the course of performing a  
2 city contract.

3  
4 (C) If a non-local proposer submits a bid or proposal that includes  
5 subcontractors that qualify as local businesses, in order to receive local preference  
6 consideration, the proposer shall identify all local businesses that will be utilized as  
7 subcontractors, and delineate for each the specific elements of work each local  
8 business will be responsible for performing and the dollar value of the work as a  
9 percentage of the total contract value. All proposals with local business  
10 participation shall contain documentation, signed by both the proposer and the local  
11 business contractors, which confirms their intent to establish a business relationship  
12 and confirms the local business percent.

13 (D) The location of qualified entities shall be considered in determining the  
14 qualifications for professional services governed by the Consultants Competitive  
15 Negotiation Act.

16  
17 (E) If a tie occurs between two (2) or more local businesses, for those contracts  
18 that are to be awarded by the City Manager, the City Manager shall determine to  
19 whom the bid will be awarded. For those contracts to be awarded by the City  
20 Council, the City Council shall determine to whom the bid will be awarded.

21  
22 (F) Waiver: The application of local preference to a particular purchase,  
23 contract, or category of contracts may be waived upon written recommendation of  
24 the City Manager and approval of the City Council.

25  
26 (G) Other preferences: The preference established herein in no way prohibits  
27 the right of the City Council to compare quality of materials proposed for purchase  
28 and compare qualifications, character, responsibility and fitness of all persons,  
29 firms, or corporations submitting bids or proposals. Further, the preference  
30 established herein in no way prohibits the right of City Council from giving any other  
31 preference permitted by law instead of the preference authorized herein.

32  
33 Section 3. CONFLICT: All ordinances or code provisions in conflict  
34 herewith are hereby repealed.

35 Section 4. SEVERABILITY: If any section, subsection, sentence,  
36 clause, phrase or portion of this Ordinance is for any reason held invalid or  
37 unconstitutional by any court of competent jurisdiction, such portion shall be

---

Language deleted is stricken through and language added is underlined

1 deemed a separate, distinct and independent provision and such holding shall  
2 not affect the validity of the remaining portions of this Ordinance.

3 Section 5. INCLUSION IN CODE: It is the intention of the City Council  
4 of the City of Miami Gardens that the provisions of this Ordinance shall become  
5 and be made a part of the Code of Ordinances of the City of Miami Gardens and  
6 that the sections of this Ordinance may be renumbered or relettered and the  
7 word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other  
8 appropriate word or phrase, the use of which shall accomplish the intentions  
9 herein expressed; provided, however, that Section 1 hereof or the provisions  
10 contemplated thereby shall not be codified.

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

13 PASSED ON FIRST READING ON THE 9<sup>th</sup> DAY OF JUNE, 2010.

14 PASSED ON SECOND READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
15 2010.

16 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF  
17 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY  
18 OF \_\_\_\_\_, 2010.

19  
20  
21  
22  
23  
24  
25

\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

**ATTEST:**

\_\_\_\_\_  
Language deleted is stricken through and language added is underlined

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

\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR SHIRLEY GIBSON

Moved by: \_\_\_\_\_

Second by: \_\_\_\_\_

**VOTE:** \_\_\_\_\_

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

\_\_\_\_\_  
Language deleted is stricken through and language added is underlined



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	June 23, 2010		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
					X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X				X	
				<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
						X	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b>	<b>Yes</b>		<b>No</b>	
					X		
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Sponsor Name</b>	Dr. Danny Crew, City Manager		<b>Department:</b>	City Manager			

**Short Title:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ORDINANCE NO. 2007-26-132, REGULATING INTERSECTIONS DETERMINED TO BE DANGEROUS; PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT TRAFFIC CONTROL SIGNALS CONSISTENT WITH CHAPTER 2010-80, LAWS OF FLORIDA (2010) ("THE MARK WANDALL TRAFFIC SAFETY ACT"); PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR SAVINGS, RATIFICATION AND RESERVATION OF RIGHTS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

On May 13, 2010, Governor Charlie Crist signed the Mark Wandall Traffic Safety Act resulting in Chapter 2010-80, Laws of Florida (2010). The new law becomes effective on July 1, 2010. Therefore, it is necessary to amend Ordinance No. 2007-26-132, commonly known as the "Dangerous Intersections Ordinance" to make the provisions consistent with general law. The following is a summary of the major changes in the new law:

- The civil penalty will increase from \$125.00 to \$158.00. However, the amount of money paid to the City will decrease because of violations committed within the City's

**ITEM I-2) ORDINANCE  
SECOND READING/PUBLIC HEARING  
Amending Ord. 2007-26-132  
Red Light Program**

boundaries, the fee will be apportioned between the City, the State's General Revenue Fund and the State's Brain and Spinal Injury Cord Trust Fund.

- All due process procedures associated with a red light camera infractions will be handled by the Miami-Dade County Clerk of Courts.
- The general oversight of the red light camera program has been preempted to the State of Florida.
- Red light cameras are permitted on state roadways and rights-of way through a permitting process governed by Florida Department of Transportation (FDOT).
- The new legislation also permits the use of traffic infraction enforcement officers, instead of police officers, to review video images to determine whether a red light camera infraction has occurred.

As a result of the new legislation, in the upcoming weeks, staff will bring before Council a contract amendment with the City's current Red Light Camera System vendor, American Traffic Solutions (ATS). This contract amendment will revise the current compensation structure to put the City's third party vendor contract with ATS in line with new statutory requirements.

### **Proposed Action:**

That the City Council approve an amendment to Ordinance No. 2007-26-132 , as amended, commonly referred to as the "Dangerous Intersections Ordinance".

### **Attachment:**

- 1- Chapter 2010-80, Laws of Florida

ORDINANCE NO. 2010 \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ORDINANCE NO. 2007-26-132, REGULATING INTERSECTIONS DETERMINED TO BE DANGEROUS; PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT TRAFFIC CONTROL SIGNALS CONSISTENT WITH CHAPTER 2010-80, LAWS OF FLORIDA (2010) (“THE MARK WANDALL TRAFFIC SAFETY ACT”); PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR SAVINGS, RATIFICATION AND RESERVATION OF RIGHTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature adopted CS/CS/HB325 during the 2010 Legislative Session, authorizing the use of traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes, and

WHEREAS, the Governor of the State of Florida signed CS/CS/HB325 into law on May 13, 2010, resulting in the creation of Chapter 2010-80, Laws of Florida (2010) (the “Mark Wandall Traffic Safety Act” or the “Act”) taking effect on July 1, 2010, and

WHEREAS, the running of red lights continues to be a safety hazard affecting every citizen and traveler in the City of Miami Gardens, and

WHEREAS, as of July 1, 2010, the Mark Wandall Traffic Safety Act, and

WHEREAS, the City Council desires to amend Ordinance No. 2007-26-132 to conform with and implement the Act,

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

---

Language deleted is stricken through and language added is underlined

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

4           Section 2.   AMENDMENT:    Ordinance No. 2007-26-132 is hereby  
5   amended as follows:

6           A.    Intent.

7  
8           The purpose of this Ordinance is to authorize the use of ~~an unmanned~~  
9   ~~cameras/monitoring system~~ traffic infraction detectors to promote compliance  
10 with red light signal directives ~~as prescribed by this Ordinance~~, and to adopt a  
11 civil enforcement system for red light signal violations, in accordance with  
12 Chapter 2010-80, Laws of Florida (2010) (the "Mark Wandall Traffic Safety Act"  
13 or the "Act"). This Ordinance will ~~also~~ supplement law enforcement personnel in  
14 the enforcement of red light signal violations and shall not prohibit law  
15 enforcement officers from issuing a citation for a red light signal violation in  
16 accordance with other routine statutory traffic enforcement techniques. The City  
17 intends that the Mark Wandall Traffic Safety Act govern the City's Dangerous  
18 Intersection Program.

19  
20           B.    Use of Image Capture Technologies.

21           The City shall utilize ~~image capture technologies~~ traffic infraction  
22 detectors as a supplemental pursuant to the Mark Wandall Traffic Safety Act as a  
23 means of monitoring compliance with laws related to traffic control signals, while  
24 assisting law enforcement personnel in the enforcement of such laws, which are  
25 designed to protect and improve public health, safety and welfare. This  
26 Ordinance shall not supersede, infringe, curtail or impinge upon state or county  
27 laws related to red light signal violations or conflict with such laws. This  
28 Ordinance shall serve to enable the City to provide enhanced enforcement and  
29 respect for authorized traffic signal devices pursuant to Florida Statutes. The  
30 City shall utilize ~~image capture technologies~~ traffic infraction detectors as an  
31 ancillary deterrent to traffic control signal violations and to thereby reduce  
32 accidents and injuries associated with such violations. ~~Notices of infractions~~  
33 ~~issued pursuant to this article shall be addressed using the City's own Special~~  
34 ~~Magistrates pursuant to Article V of Chapter 2 of the City Code and not through~~  
35 ~~uniform traffic citations or county courts.~~

36  
37           C.    Definitions.

---

Language deleted is stricken through and language added is underlined

The following definitions shall apply to this Ordinance:

- 1. *Intersection* shall mean the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.
- 2. *Motor vehicle* shall mean any self-propelled vehicle not operated upon rails or guideways, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.
- 3. *Notice of ~~Infraction~~ Violation or Traffic Citation* shall mean a citation issued for a red zone infraction.
- 4. *Owner/vehicle Owner* shall mean the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. ~~Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six months or more.~~
- 5. *Recorded Images* shall mean images recorded by a traffic control ~~signal monitoring system/device on:~~ infraction detector which is operated in accordance with this Ordinance.
  - a. ~~Two or more photographs; or  
Two or more electronic images; or  
Two or more digital images; or  
Digital or Video movies; or  
Any other medium that can display a violation; and~~
  - b. ~~Showing the rear of a motor vehicle and on at least one image, clearly identifying the license plate number of the vehicle.~~
- 6. *Red Zone infraction* shall mean a traffic offense whereby a traffic ~~control signal monitoring system established that a vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such vehicle's direction of travel was emitting a steady red signal~~ infraction detector indicates a violation of this Ordinance.
- 7. ~~*Special Master* shall mean the City's Code Enforcement Special~~

Language deleted is stricken through and language added is underlined

1 Master

2 Traffic Control Signal shall mean a device exhibiting different  
3 colored lights or colored lighted arrows, successively one at a time  
4 or in combination, using only the colors green, yellow, and red  
5 which indicate and apply to drivers of motor vehicles as provided in  
6 Florida Statutes §316.075.  
7

8 8. ~~Traffic Control Signal Monitoring System/Device shall mean an~~  
9 ~~electronic system consisting of one or more vehicle sensors,~~  
10 ~~working in conjunction with a traffic control signal, still camera and~~  
11 ~~video recording device, to capture and produce recorded images of~~  
12 ~~motor vehicles entering an intersection against a steady red light~~  
13 ~~signal indication.~~  
14

15 Traffic Infraction Detector. A vehicle sensor(s) installed to work  
16 in conjunction with a traffic control signal and a camera or  
17 cameras synchronized to automatically record two or more  
18 sequenced photographic or electronic images or streaming  
19 video of only the rear of a motor vehicle at the time the vehicle  
20 fails to stop behind the stop bar or clearly marked stop line  
21 when facing a traffic control signal steady red light.  
22

23 9. Traffic Infraction Review Officer. The City of Miami Gardens  
24 employee designated, in accordance with the Mark Wandall  
25 Traffic Safety Act, to review recorded images and issue red  
26 zone infractions based upon those images.  
27

28 D. Adherence to Red Light Traffic Control Signals.  
29

30 Pursuant to the Mark Wandall Traffic Safety Act, Mmotor vehicle traffic  
31 facing a traffic control signal's steady red light indication shall stop before  
32 entering the crosswalk on the near side of an intersection or if none, then before  
33 entering the intersection, and shall remain standing until a green indication is  
34 shown on the traffic control signal. However, the driver of a vehicle that is  
35 approaching stopped at a clearly marked stop line, but if none, is approaching  
36 before entering the crosswalk on the near side of the intersection or, if none, then  
37 is approaching at the point nearest the intersecting roadway where the driver has  
38 a view of approaching traffic on the intersecting roadway before entering the  
39 intersection in obedience of a steady red traffic control signal, may make a right  
40 turn in a careful and prudent manner (unless such turn is otherwise prohibited by  
41 posted sign or other traffic control device) but shall yield right-of-way to  
42 pedestrians and other traffic proceeding as directed by the traffic control signal at  
43 the intersection.  
44

---

Language deleted is stricken through and language added is underlined

1 E. Violation.

2  
3 A violation of this Ordinance, known as a Red Zone Infraction, shall occur  
4 when a vehicle does not comply with the requirements of Section ~~G~~ D. Violations  
5 shall be enforced pursuant to ~~paragraph (7) herein~~ the Mark Wandall Traffic  
6 Safety Act.

7  
8 F. ~~Six-month notice: introductory period.~~

9  
10 ~~For the first two months of this Ordinance, unless the driver of a~~  
11 ~~vehicle received a citation from a police officer at the time of a Red~~  
12 ~~Zone Infraction in accordance with normal traffic enforcement~~  
13 ~~techniques, the vehicle owner shall receive a courtesy notice of the~~  
14 ~~violation. Commencing two months after the effective date of the~~  
15 ~~Ordinance, the vehicle owner is subject to the enforcement provision~~  
16 ~~as provided herein.~~

17  
18 Implementation of the Mark Wandall Traffic Safety Act.

19  
20 The City Manager is authorized to implement the provisions and  
21 requirements of Chapter 2010-80, Laws of Florida (2010), as may be  
22 amended from time to time, and may take any action which is necessary for  
23 such purpose.

24  
25 G. Review of Recorded Images.

- 26  
27 1. The owner of the vehicle which is observed by Recorded  
28 Images committing a Red Zone Infraction, shall be issued a  
29 Notice of violation in accordance with the Mark Wandall Traffic  
30 Safety Act. ~~The Recorded Image shall be sufficient grounds to~~  
31 ~~issue a City Notice of Infraction.~~  
32  
33 2. The City may utilize Law Enforcement Officers and/or The City may  
34 designate a Traffic Control Infraction Review Infraction  
35 Enforcement Officer(s), who shall meet the qualifications set forth in  
36 §316.640(5)(A), Florida Statutes, or any other relevant statute the  
37 Mark Wandall Traffic Safety Act. ~~The Traffic Control Infraction~~  
38 ~~Review Officer(s) shall review Recorded Images prior to the~~  
39 ~~issuance of a Notice of Violation/Infraction to ensure accuracy and~~  
40 ~~the integrity of the Recorded Images. The Traffic Control Infraction~~  
41 ~~Officer(s), or the City's agent, shall also verify that the recorded~~  
42 ~~Traffic Control Monitoring System/Devices that captured the~~  
43 ~~Recorded Images was functioning properly at the time the~~  
44 ~~Recorded Images were captured~~ the accuracy and integrity of the

Language deleted is stricken through and language added is underlined

recorded image. Once the ~~Traffic Control Infraction Review Officer~~ has verified the accuracy of the Recorded Images and functionality of the ~~Traffic Control Monitoring System/Devices,~~ a Notice of Violation/Infraction shall be sent to the Vehicle Owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or the address on record with the appropriate agency having such information in another state.

H. Notice of Violation/Infractions/ Hearings.

The All Notices of Violation/Infraction and hearings shall be issued and heard in accordance with the Mark Wandall Traffic Safety Act. ~~include:~~

- ~~1. The name of the vehicle owner, and the current address as listed on the vehicle registration with the Department of Highway Safety and Motor Vehicles;~~
- ~~2. The license Plate number and registration number of the vehicle;~~
- ~~3. The make and year of the vehicle;~~
- ~~4. Notice that the violation charged is pursuant to this Ordinance;~~
- ~~5. The location of the intersection where the violation occurred;~~
- ~~6. The date and time of the red zone infraction;~~
- ~~7. Notice that the Recorded Images relating to the vehicle and a statement that the recorded images are evidence of a red zone infraction;~~
- ~~8. The civil penalty imposed;~~
- ~~9. Images depicting violation;~~
- ~~10. The procedures for payment of the civil penalty and contesting the notice of infraction;~~
- ~~11. The name of the Traffic Control Infraction Officer(s) that, based on inspection of recorded images, the vehicle was involved in a Red Zone Infraction;~~
- ~~12. Information advising the person alleged to be liable under this Section of the manner and time in which liability as alleged in the~~

Language deleted is stricken through and language added is underlined

1 Notice of Infraction may be appealed, and warning that failure to  
2 pay the civil penalty or to contest liability in a timely manner is an  
3 admission of liability.  
4

5 I. ~~Vehicle Owner Responsibilities.~~

6  
7 A vehicle Owner receiving a Notice of Infraction may, within twenty one  
8 (21) days of the date of the Notice of Infraction:  
9

10 1. ~~Pay the assessed civil penalty pursuant to instructions on the notice~~  
11 ~~of infraction; or~~

12  
13 2. ~~Request an appeal pursuant with procedures as outlined in this~~  
14 ~~Ordinance~~

15 Signage.

16  
17  
18 When the City installs a traffic infraction detector at an intersection, it  
19 shall erect signage at the intersection sufficient to notify the public that  
20 a traffic infraction detector may be in use at the intersection and shall  
21 include specific notification of intersection safety camera enforcement  
22 of violations concerning right turns. Such signage shall meet the  
23 specifications for uniform signals and devices adopted by the  
24 Department of Transportation pursuant to §316.0745, Florida Statutes.  
25

26 J. ~~Appeals to Special Master.~~

27  
28 1. ~~The City's Code Enforcement Special Masters are authorized to~~  
29 ~~consider appeals under this Chapter within twenty one (21) days of~~  
30 ~~the date of the Notice of Infraction; the Vehicle Owner may file an~~  
31 ~~appeal with the City pursuant to the directions in the Notice of~~  
32 ~~Infraction. A hearing on the appeal shall be scheduled for all~~  
33 ~~appeals except those in which the Vehicle Owner submits an~~  
34 ~~affidavit pursuant to Section K of this Ordinance in which the~~  
35 ~~Vehicle Owner affirms under penalty of perjury that the vehicle was~~  
36 ~~not under his or her care, custody or control, or that of someone~~  
37 ~~with Vehicle Owner's consent.~~

38  
39 2. ~~Upon receipt of the appeal, the City shall schedule a hearing before~~  
40 ~~the Special Master but in no event shall a hearing be scheduled for~~  
41 ~~a date that is more than six (6) months from the date that the Notice~~  
42 ~~of Appeal was received. A Notice of Hearing shall be provided to~~  
43 ~~the Vehicle Owner no less than five (5) days prior to the hearing,~~  
44 ~~and shall be provided by U.S. mail to the current address as listed~~

Language deleted is stricken through and language added is underlined

on the vehicle registration with the Department of Highway Safety and Motor Vehicles

- 3. ~~The following shall be permissible grounds for an appeal:~~
  - a. ~~At the time of the infraction, the vehicle was not under the care, custody, or control of the Vehicle Owner or an individual with Vehicle Owner's consent, established pursuant to affidavit as provided in Section K of this Ordinance;~~
  - b. ~~The motor vehicle driver was issued a citation by a law enforcement officer, which was separate and distinct from the citation issued under this Section, for violating the steady red traffic control signal;~~
  - c. ~~The motor vehicle driver was required to violate the steady red traffic control signal in order to comply with other governing laws;~~
  - d. ~~The motor vehicle driver was required to violate the steady red traffic control signal in order to reasonably protect the property or person of another;~~
  - e. ~~The steady red traffic control signal was inoperable or malfunctioning.~~
  - f. ~~The Special Master determines that the City violated a provision of the Ordinance.~~
- 4. ~~The hearing shall be conducted in accordance with Ordinance No. 2004-11-27, as amended.~~
- 5. ~~Recorded Images indicating a Red Zone Infraction, verified by the Traffic Control Infraction Review Officer, are admissible in any proceeding before the City's Special Master to enforce the provisions of this Chapter and shall constitute prima facie evidence of the violation.~~
- 6. ~~Unless an affidavit is provided pursuant to Section K of this Ordinance, it is presumed the person registered as the vehicle owner with the Florida Department of Motor Vehicles or any other state vehicle registration office, or an individual having the owner's~~

Language deleted is stricken through and language added is underlined

1 consent, was operating the vehicle at the time of a Red Zone  
2 Infraction.

3  
4 ~~K. Vehicle Owner Affidavit of Non-responsibility.~~

5  
6 In order to for the Vehicle Owner to establish that the motor vehicle was at  
7 the time of the Red Zone Infraction, in the care, custody, or control of another  
8 person without the consent of the registered owner, the Vehicle Owner is  
9 required, within twenty one (21) days from the date listed on the Notice of  
10 Infraction, to furnish to the City, an affidavit setting forth the circumstances  
11 demonstrating that the motor vehicle was not in the Vehicle Owner's care  
12 custody or control, or that of a person with Vehicle Owner's consent. The affidavit  
13 must be executed in the presence of a notary, and include:

14  
15 a. ~~If known to the Vehicle Owner, the name, address, and the driver~~  
16 ~~license number of the person who leased, rented or otherwise had~~  
17 ~~care, custody, or control of the motor vehicle at the time of the~~  
18 ~~alleged Red Zone Infraction; or~~

19  
20 b. ~~If the vehicle was stolen, the police report indicating the vehicle was~~  
21 ~~stolen at the time of the alleged Red Zone Infraction.~~

22  
23 c. ~~The following language must be placed immediately above the~~  
24 ~~signature line:~~

25  
26 ~~Under penalties of perjury, I declare that I have read the foregoing~~  
27 ~~affidavit and that the facts stated in it are true."~~

28  
29 d. ~~Upon receipt of an affidavit pursuant to this section, any~~  
30 ~~prosecution of the Notice of Infraction issued to the vehicle owner~~  
31 ~~shall be terminated.~~

32  
33 ~~L-J. Penalties and Costs.~~

34  
35 ~~A violation of this Ordinance shall be deemed a non-criminal, non-moving~~  
36 ~~violation for which a civil penalty in the amount of \$125.00 shall be assessed. As~~  
37 ~~the violation relates to this Ordinance and not the State Statutes, no points as~~  
38 ~~provided in §322.27, Florida Statutes, shall be recorded on the driving record of~~  
39 ~~the vehicle owner or responsible party.~~

40  
41 All penalties and costs shall be collected in accordance with the Mark Wandall  
42 Traffic Safety Act.

43  
44 ~~M. Administrative Charges.~~

Language deleted is stricken through and language added is underlined

1  
2 ~~In addition to the assessment, administrative charges may be assessed in~~  
3 ~~the event of an appeal or the necessity to institute collection procedures.~~

4  
5 ~~N. Collection of Fines.~~

6  
7 ~~The City may collect a penalty in accordance with Florida Statutes and~~  
8 ~~the City's Code Enforcement Procedures. In addition, the City may enforce such~~  
9 ~~penalty by civil action in the nature of debt.~~

10  
11 ~~O. Exceptions.~~

12  
13 ~~This Ordinance shall not apply to Red Zone Infractions involving vehicle~~  
14 ~~collisions or to any authorized emergency vehicle responding to a bonafide~~  
15 ~~emergency; nor shall a Notice of Infraction be issued in any case where the~~  
16 ~~operator of the vehicle was issued a citation for violating the State Statute~~  
17 ~~regarding the failure to stop at a red light.~~

18  
19 Section 3. CONFLICT: Sections "A" through "O" of Ordinance No.  
20 2007-26-132, as amended, are hereby repealed.

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

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

---

Language deleted is stricken through and language added is underlined

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

3 Section 6. SAVINGS, RATIFICATION AND RESERVATION OF  
4 RIGHTS.

5 A. In accordance with paragraph (C) below of this Section 6, all fines,  
6 penalties, fees and costs imposed pursuant to the provisions of Ordinance No.  
7 2007-26-132, which provisions existed immediately prior to July 1, 2010, are  
8 hereby authorized, approved, ratified and confirmed, and shall continue to be due  
9 and owing until paid to the City.

10  
11 B. The Special Master operating pursuant to Ordinance No. 2004-11-  
12 27, as amended, shall continue to have jurisdiction over any violations for which  
13 a hearing has been timely requested by the violator pursuant to the provisions of  
14 Ordinance No. 2007-26-132 which existed immediately prior to July 1, 2010.

15  
16 C. Notwithstanding any other provision of this Ordinance above, the  
17 provisions of Ordinance No. 2007-26-132, which existed immediately prior to July  
18 1, 2010, shall remain in full force and effect solely to the extent necessary to  
19 effectuate paragraphs (A) and (B) above of this Section 6, but shall not be  
20 applicable to any violation that occurred from and after July 1, 2010.

21  
22 D. The City hereby preserves and reserves each and every right,  
23 power, authority, benefit and exemption bestowed upon City and City's  
24 Dangerous Intersection Safety Program (the "Program") pursuant to CS/HB 325  
25 as enacted by Chapter 2010-80, Laws of Florida (2010), including but not limited  
26 to any right, power, authority, benefit and/or exemption vested in City or City's  
27 Program as having been established prior to July 1, 2010 or before other  
28 deadlines established by the Mark Wandall Traffic Safety Act.

29  
30 Section 7. EFFECTIVE DATE: This Ordinance shall become effective  
31 on July 1, 2010.

32 PASSED ON FIRST READING ON THE 9<sup>TH</sup> DAY OF JUNE, 2010.

33 PASSED ON SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_,  
34 2010.

---

Language deleted is stricken through and language added is underlined



CHAPTER 2010-80

Council Substitute for  
Committee Substitute for House Bill No. 325

An act relating to uniform traffic control; providing a short title; amending s. 316.003, F.S.; defining the term "traffic infraction detector"; creating s. 316.0076, F.S.; preempting to the state the use of cameras to enforce traffic laws; amending s. 316.008, F.S.; authorizing counties and municipalities to use traffic infraction detectors under certain circumstances; creating s. 316.0083, F.S.; creating the Mark Wandall Traffic Safety Program; authorizing the Department of Highway Safety and Motor Vehicles, a county, or a municipality to use a traffic infraction detector to identify a motor vehicle that fails to stop at a traffic control signal steady red light; requiring authorization of a traffic infraction enforcement officer to issue and enforce a citation for such violation; requiring notification to be sent to the registered owner of the motor vehicle involved in the violation; requiring the notification to include certain information about the owner's right to review evidence; providing requirements for the notification; providing for collection of penalties; providing for distribution of penalties collected; providing that an individual may not receive a commission or per-ticket fee from any revenue collected from violations detected through the use of a traffic infraction detector and a manufacturer or vendor may not receive a fee or remuneration based upon the number of violations detected through the use of a traffic infraction detector; providing procedures for issuance, disposition, and enforcement of citations; providing for exemptions; providing that certain evidence is admissible for enforcement; providing penalties for submission of a false affidavit; prohibiting the use of such detectors to enforce a violation when a driver fails to stop prior to making a right or left turn; providing that the act does not preclude the issuance of citations by law enforcement officers; requiring reports from participating municipalities and counties to the department; requiring the department to make reports to the Governor and Legislature; amending s. 316.0745, F.S.; revising a provision that requires certain remotely operated traffic control devices to meet certain specifications; creating s. 316.07456, F.S.; requiring traffic infraction detectors to meet specifications established by the Department of Transportation; providing that a traffic infraction detector acquired by purchase, lease, or other arrangement under an agreement entered into by a county or municipality on or before a specified date is not required to meet the established specifications until a specified date; creating s. 316.0776, F.S.; providing for the placement and installation of detectors on certain roads when permitted by and under the specifications of the department; requiring that if the state, county, or municipality installs a traffic infraction detector at an intersection, the state, county, or municipality shall notify the public that a traffic infraction device may be in use at that intersection; requiring that such signage posted at the intersection meet the specifications for uniform signals and devices

adopted by the Department of Transportation; requiring that traffic infraction detectors meet specifications established by the Department of Transportation; requiring a public awareness campaign if such detectors are to be used; amending s. 316.640, F.S.; requiring the Department of Transportation to develop training and qualification standards for traffic infraction enforcement officers; authorizing counties and municipalities to use independent contractors as traffic infraction enforcement officers; amending s. 316.650, F.S.; requiring a traffic enforcement officer to provide to the court a replica of the citation data by electronic transmission under certain conditions; amending s. 318.14, F.S.; providing an exception from provisions requiring a person cited for an infraction for failing to stop at a traffic control signal steady red light to sign and accept a citation indicating a promise to appear; amending s. 318.18, F.S.; increasing certain fines; providing for penalties for infractions enforced by a traffic infraction enforcement officer; providing for distribution of fines; allowing the clerk of court to dismiss certain cases upon receiving documentation that the uniform traffic citation was issued in error; providing that an individual may not receive a commission or per-ticket fee from any revenue collected from violations detected through the use of a traffic infraction detector and a manufacturer or vendor may not receive a fee or remuneration based upon the number of violations detected through the use of a traffic infraction detector; creating s. 321.50, F.S.; authorizing the Department of Highway Safety and Motor Vehicles to use traffic infraction detectors under certain circumstances; amending s. 322.27, F.S.; providing that no points may be assessed against the driver's license for infractions enforced by a traffic infraction enforcement officer; providing that infractions enforced by a traffic infraction enforcement officer may not be used for purposes of setting motor vehicle insurance rates; requiring the retention of certain penalty proceeds collected prior to the Department of Revenue's ability to receive and distribute such funds; providing an appropriation and for carryforward of any unexpended balance; providing for severability; providing effective dates.

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

Section 1. This act may be cited as the "Mark Wandall Traffic Safety Act."

Section 2. Subsection (86) is added to section 316.003, Florida Statutes, to read:

316.003 Definitions.—The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

(86) TRAFFIC INFRACTION DETECTOR.—A vehicle sensor installed to work in conjunction with a traffic control signal and a camera or cameras synchronized to automatically record two or more sequenced photographic or electronic images or streaming video of only the rear of a motor vehicle at the time the vehicle fails to stop behind the stop bar or clearly marked stop line when facing a traffic control signal steady red light. Any notification under s.

316.0083(1)(b) or traffic citation issued by the use of a traffic infraction detector must include a photograph or other recorded image showing both the license tag of the offending vehicle and the traffic control device being violated.

Section 3. Section 316.0076, Florida Statutes, is created to read:

316.0076 Regulation and use of cameras.—Regulation of the use of cameras for enforcing the provisions of this chapter is expressly preempted to the state. The regulation of the use of cameras for enforcing the provisions of this chapter is not required to comply with provisions of chapter 493.

Section 4. Subsection (7) is added to section 316.008, Florida Statutes, to read:

316.008 Powers of local authorities.—

(7)(a) A county or municipality may use traffic infraction detectors to enforce s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal on streets and highways under their jurisdiction under s. 316.0083. Only a municipality may install or authorize the installation of any such detectors within the incorporated area of the municipality. Only a county may install or authorize the installation of any such detectors within the unincorporated area of the county.

(b) Pursuant to paragraph (a), a municipality may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the incorporated area of the municipality, and a county may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the unincorporated area of the county. A county may authorize installation of any such detectors by interlocal agreement on roads under its jurisdiction.

Section 5. Section 316.0083, Florida Statutes, is created to read:

316.0083 Mark Wandall Traffic Safety Program; administration; report.

(1)(a) For purposes of administering this section, the department, a county, or a municipality may authorize a traffic infraction enforcement officer under s. 316.640 to issue a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible. This paragraph does not prohibit a review of information from a traffic infraction detector by an authorized employee or agent of the department, a county, or a municipality before issuance of the traffic citation by the traffic infraction enforcement officer. This paragraph does not prohibit the department, a county, or a municipality from issuing notification as provided in paragraph (b) to the registered owner of the motor vehicle involved in the violation of s. 316.074(1) or s. 316.075(1)(c)1.

(b)1.a. Within 30 days after a violation, notification must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under s. 318.14 and that the violator must pay the penalty of \$158 to the department, county, or municipality, or furnish an affidavit in accordance with paragraph (d), within 30 days following the date of the notification in order to avoid court fees, costs, and the issuance of a traffic citation. The notification shall be sent by first-class mail.

b. Included with the notification to the registered owner of the motor vehicle involved in the infraction must be a notice that the owner has the right to review the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice must state the time and place or Internet location where the evidence may be examined and observed.

2. Penalties assessed and collected by the department, county, or municipality authorized to collect the funds provided for in this paragraph, less the amount retained by the county or municipality pursuant to subparagraph 3., shall be paid to the Department of Revenue weekly. Payment by the department, county, or municipality to the state shall be made by means of electronic funds transfers. In addition to the payment, summary detail of the penalties remitted shall be reported to the Department of Revenue.

3. Penalties to be assessed and collected by the department, county, or municipality are as follows:

a. One hundred fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal if enforcement is by the department's traffic infraction enforcement officer. One hundred dollars shall be remitted to the Department of Revenue for deposit into the General Revenue Fund, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Administrative Trust Fund, \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and \$45 shall be distributed to the municipality in which the violation occurred, or, if the violation occurred in an unincorporated area, to the county in which the violation occurred. Funds deposited into the Department of Health Administrative Trust Fund under this sub-subparagraph shall be distributed as provided in s. 395.4036(1). Proceeds of the infractions in the Brain and Spinal Cord Injury Trust Fund shall be distributed quarterly to the Miami Project to Cure Paralysis and shall be used for brain and spinal cord research.

b. One hundred fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal if enforcement is by a county or municipal traffic infraction enforcement officer. Seventy dollars shall be remitted by the county or municipality to the Department of Revenue for deposit into the General Revenue Fund, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Administrative Trust Fund, \$3 shall be remitted to the Department

of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and \$75 shall be retained by the county or municipality enforcing the ordinance enacted pursuant to this section. Funds deposited into the Department of Health Administrative Trust Fund under this sub-subparagraph shall be distributed as provided in s. 395.4036(1). Proceeds of the infractions in the Brain and Spinal Cord Injury Trust Fund shall be distributed quarterly to the Miami Project to Cure Paralysis and shall be used for brain and spinal cord research.

4. An individual may not receive a commission from any revenue collected from violations detected through the use of a traffic infraction detector. A manufacturer or vendor may not receive a fee or remuneration based upon the number of violations detected through the use of a traffic infraction detector.

(c)1.a. A traffic citation issued under this section shall be issued by mailing the traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation when payment has not been made within 30 days after notification under subparagraph (b)1.

b. Delivery of the traffic citation constitutes notification under this paragraph.

c. In the case of joint ownership of a motor vehicle, the traffic citation shall be mailed to the first name appearing on the registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

d. The traffic citation shall be mailed to the registered owner of the motor vehicle involved in the violation no later than 60 days after the date of the violation.

2. Included with the notification to the registered owner of the motor vehicle involved in the infraction shall be a notice that the owner has the right to review, either in person or remotely, the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice must state the time and place or Internet location where the evidence may be examined and observed.

(d)1. The owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal, unless the owner can establish that:

a. The motor vehicle passed through the intersection in order to yield right-of-way to an emergency vehicle or as part of a funeral procession;

b. The motor vehicle passed through the intersection at the direction of a law enforcement officer;

c. The motor vehicle was, at the time of the violation, in the care, custody, or control of another person; or

d. A uniform traffic citation was issued by a law enforcement officer to the driver of the motor vehicle for the alleged violation of s. 316.074(1) or s. 316.075(1)(c)1.

2. In order to establish such facts, the owner of the motor vehicle shall, within 30 days after the date of issuance of the traffic citation, furnish to the appropriate governmental entity an affidavit setting forth detailed information supporting an exemption as provided in this paragraph.

a. An affidavit supporting an exemption under sub-subparagraph 1.c. must include the name, address, date of birth, and, if known, the driver's license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the vehicle was stolen at the time of the alleged offense, the affidavit must include the police report indicating that the vehicle was stolen.

b. If a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

3. Upon receipt of an affidavit, the person designated as having care, custody, and control of the motor vehicle at the time of the violation may be issued a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing proof that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased vehicle for which a traffic citation is issued for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal is not responsible for paying the traffic citation and is not required to submit an affidavit as specified in this subsection if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

4. The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(e) The photographic or electronic images or streaming video attached to or referenced in the traffic citation is evidence that a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal has occurred and is admissible in any proceeding to enforce this section and raises a rebuttable presumption that the motor vehicle named in the report or shown in the photographic or electronic images or streaming video evidence was used in violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal.

(2) A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible.

(3) This section supplements the enforcement of s. 316.074(1) or s. 316.075(1)(c)1. by law enforcement officers when a driver fails to stop at a traffic signal and does not prohibit a law enforcement officer from issuing a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal in accordance with normal traffic enforcement techniques.

(4)(a) Each county or municipality that operates a traffic infraction detector shall submit a report by October 1, 2012, and annually thereafter, to the department which details the results of using the traffic infraction detector and the procedures for enforcement for the preceding state fiscal year. The information submitted by the counties and municipalities must include statistical data and information required by the department to complete the report required under paragraph (b).

(b) On or before December 31, 2012, and annually thereafter, the department shall provide a summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the use and operation of traffic infraction detectors under this section, along with the department's recommendations and any necessary legislation. The summary report must include a review of the information submitted to the department by the counties and municipalities and must describe the enhancement of the traffic safety and enforcement programs.

Section 6. Subsection (6) of section 316.0745, Florida Statutes, is amended to read:

316.0745 Uniform signals and devices.—

(6) Any system of traffic control devices controlled and operated from a remote location by electronic computers or similar devices must shall meet all requirements established for the uniform system, and, if where such a system affects systems affect the movement of traffic on state roads, the design of the system shall be reviewed and approved by the Department of Transportation.

Section 7. Section 316.07456, Florida Statutes, is created to read:

316.07456 Transitional implementation.—Any traffic infraction detector deployed on the highways, streets, and roads of this state must meet specifications established by the Department of Transportation, and must be tested at regular intervals according to specifications prescribed by the Department of Transportation. The Department of Transportation must establish such specifications on or before December 31, 2010. However, any such equipment acquired by purchase, lease, or other arrangement under an agreement entered into by a county or municipality on or before July 1, 2011,

or equipment used to enforce an ordinance enacted by a county or municipality on or before July 1, 2011, is not required to meet the specifications established by the Department of Transportation until July 1, 2011.

Section 8. Section 316.0776, Florida Statutes, is created to read:

316.0776 Traffic infraction detectors; placement and installation.—

(1) Traffic infraction detectors are allowed on state roads when permitted by the Department of Transportation and under placement and installation specifications developed by the Department of Transportation. Traffic infraction detectors are allowed on streets and highways under the jurisdiction of counties or municipalities in accordance with placement and installation specifications developed by the Department of Transportation.

(2)(a) If the department, county, or municipality installs a traffic infraction detector at an intersection, the department, county, or municipality shall notify the public that a traffic infraction device may be in use at that intersection and must specifically include notification of camera enforcement of violations concerning right turns. Such signage used to notify the public must meet the specifications for uniform signals and devices adopted by the Department of Transportation pursuant to s. 316.0745.

(b) If the department, county, or municipality begins a traffic infraction detector program in a county or municipality that has never conducted such a program, the respective department, county, or municipality shall also make a public announcement and conduct a public awareness campaign of the proposed use of traffic infraction detectors at least 30 days before commencing the enforcement program.

Section 9. Paragraph (b) of subsection (1) and subsection (5) of section 316.640, Florida Statutes, are amended to read:

316.640 Enforcement.—The enforcement of the traffic laws of this state is vested as follows:

(1) STATE.—

(b)1. The Department of Transportation has authority to enforce on all the streets and highways of this state all laws applicable within its authority.

2.a. The Department of Transportation shall develop training and qualifications standards for toll enforcement officers whose sole authority is to enforce the payment of tolls pursuant to s. 316.1001. Nothing in this subparagraph shall be construed to permit the carrying of firearms or other weapons, nor shall a toll enforcement officer have arrest authority.

b. For the purpose of enforcing s. 316.1001, governmental entities, as defined in s. 334.03, which own or operate a toll facility may employ

independent contractors or designate employees as toll enforcement officers; however, any such toll enforcement officer must successfully meet the training and qualifications standards for toll enforcement officers established by the Department of Transportation.

3. For the purpose of enforcing s. 316.0083, the department may designate employees as traffic infraction enforcement officers. A traffic infraction enforcement officer must successfully complete instruction in traffic enforcement procedures and court presentation through the Selective Traffic Enforcement Program as approved by the Division of Criminal Justice Standards and Training of the Department of Law Enforcement, or through a similar program, but may not necessarily otherwise meet the uniform minimum standards established by the Criminal Justice Standards and Training Commission for law enforcement officers or auxiliary law enforcement officers under s. 943.13. This subparagraph does not authorize the carrying of firearms or other weapons by a traffic infraction enforcement officer and does not authorize a traffic infraction enforcement officer to make arrests. The department's traffic infraction enforcement officers must be physically located in the state.

(5)(a) Any sheriff's department or police department of a municipality may employ, as a traffic infraction enforcement officer, any individual who successfully completes instruction in traffic enforcement procedures and court presentation through the Selective Traffic Enforcement Program as approved by the Division of Criminal Justice Standards and Training of the Department of Law Enforcement, or through a similar program, but who does not necessarily otherwise meet the uniform minimum standards established by the Criminal Justice Standards and Training Commission for law enforcement officers or auxiliary law enforcement officers under s. 943.13. Any such traffic infraction enforcement officer who observes the commission of a traffic infraction or, in the case of a parking infraction, who observes an illegally parked vehicle may issue a traffic citation for the infraction when, based upon personal investigation, he or she has reasonable and probable grounds to believe that an offense has been committed which constitutes a noncriminal traffic infraction as defined in s. 318.14. In addition, any such traffic infraction enforcement officer may issue a traffic citation under s. 316.0083. For purposes of enforcing s. 316.0083, any sheriff's department or police department of a municipality may designate employees as traffic infraction enforcement officers. The traffic infraction enforcement officers must be physically located in the county of the respective sheriff's or police department.

(b) The traffic infraction enforcement officer shall be employed in relationship to a selective traffic enforcement program at a fixed location or as part of a crash investigation team at the scene of a vehicle crash or in other types of traffic infraction enforcement under the direction of a fully qualified law enforcement officer; however, it is not necessary that the traffic infraction enforcement officer's duties be performed under the immediate supervision of a fully qualified law enforcement officer.

(c) This subsection does not permit the carrying of firearms or other weapons, nor do traffic infraction enforcement officers have arrest authority other than the authority to issue a traffic citation as provided in this subsection.

Section 10. Subsection (3) of section 316.650, Florida Statutes, is amended to read:

316.650 Traffic citations.—

(3)(a) Except for a traffic citation issued pursuant to s. 316.1001 or s. 316.0083, each traffic enforcement officer, upon issuing a traffic citation to an alleged violator of any provision of the motor vehicle laws of this state or of any traffic ordinance of any municipality or town, shall deposit the original traffic citation or, in the case of a traffic enforcement agency that has an automated citation issuance system, the chief administrative officer shall provide by an electronic transmission a replica of the citation data to a court having jurisdiction over the alleged offense or with its traffic violations bureau within 5 days after issuance to the violator.

(b) If a traffic citation is issued pursuant to s. 316.1001, a traffic enforcement officer may deposit the original traffic citation or, in the case of a traffic enforcement agency that has an automated citation system, may provide by an electronic transmission a replica of the citation data to a court having jurisdiction over the alleged offense or with its traffic violations bureau within 45 days after the date of issuance of the citation to the violator. If the person cited for the violation of s. 316.1001 makes the election provided by s. 318.14(12) and pays the \$25 fine, or such other amount as imposed by the governmental entity owning the applicable toll facility, plus the amount of the unpaid toll that is shown on the traffic citation directly to the governmental entity that issued the citation, or on whose behalf the citation was issued, in accordance with s. 318.14(12), the traffic citation will not be submitted to the court, the disposition will be reported to the department by the governmental entity that issued the citation, or on whose behalf the citation was issued, and no points will be assessed against the person's driver's license.

(c) If a traffic citation is issued under s. 316.0083, the traffic infraction enforcement officer shall provide by electronic transmission a replica of the traffic citation data to the court having jurisdiction over the alleged offense or its traffic violations bureau within 5 days after the date of issuance of the traffic citation to the violator.

Section 11. Subsection (2) of section 318.14, Florida Statutes, is amended to read:

318.14 Noncriminal traffic infractions; exception; procedures.—

(2) Except as provided in ss. s. 316.1001(2) and 316.0083, any person cited for an infraction under this section must sign and accept a citation

indicating a promise to appear. The officer may indicate on the traffic citation the time and location of the scheduled hearing and must indicate the applicable civil penalty established in s. 318.18.

Section 12. Subsection (15) of section 318.18, Florida Statutes, is amended to read:

318.18 Amount of penalties.—The penalties required for a noncriminal disposition pursuant to s. 318.14 or a criminal offense listed in s. 318.17 are as follows:

(15)(a)1. One hundred ~~twenty-five~~ ~~twenty-five~~ dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a law enforcement officer. Sixty dollars shall be distributed as provided in s. 318.21, \$30 shall be distributed to the General Revenue Fund, \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and the remaining \$65 shall be remitted to the Department of Revenue for deposit into the Administrative Trust Fund of the Department of Health.

2. One hundred and fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by the department's traffic infraction enforcement officer. One hundred dollars shall be remitted to the Department of Revenue for deposit into the General Revenue Fund, \$45 shall be distributed to the county for any violations occurring in any unincorporated areas of the county or to the municipality for any violations occurring in the incorporated boundaries of the municipality in which the infraction occurred, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Administrative Trust Fund for distribution as provided in s. 395.4036(1), and \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund.

3. One hundred and fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a county's or municipality's traffic infraction enforcement officer. Seventy five dollars shall be distributed to the county or municipality issuing the traffic citation, \$70 shall be remitted to the Department of Revenue for deposit into the General Revenue Fund, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Administrative Trust Fund for distribution as provided in s. 395.4036(1), and \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund.

(b) Amounts deposited into the Brain and Spinal Cord Injury Trust Fund pursuant to this subsection shall be distributed quarterly to the Miami Project to Cure Paralysis and shall be used for brain and spinal cord research.

(c) If a person who is cited for a violation of s. 316.074(1) or s. 316.075(1)(c)1., as enforced by a traffic infraction enforcement officer under s. 316.0083, presents documentation from the appropriate governmental entity that the traffic citation was in error, the clerk of court may dismiss the case. The clerk of court shall not charge for this service.

(d) An individual may not receive a commission or per-ticket fee from any revenue collected from violations detected through the use of a traffic infraction detector. A manufacturer or vendor may not receive a fee or remuneration based upon the number of violations detected through the use of a traffic infraction detector.

(e) Funds deposited into the Department of Health Administrative Trust Fund under this subsection shall be distributed as provided in s. 395.4036(1).

Section 13. Section 321.50, Florida Statutes, is created to read:

321.50 Authorization to use traffic infraction detectors.—The Department of Highway Safety and Motor Vehicles is authorized to use traffic infraction detectors to enforce s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop on state roads as defined in chapter 316 which are under the original jurisdiction of the Department of Transportation, when permitted by the Department of Transportation, and under s. 316.0083.

Section 14. Paragraph (d) of subsection (3) of section 322.27, Florida Statutes, is amended to read:

322.27 Authority of department to suspend or revoke license.—

(3) There is established a point system for evaluation of convictions of violations of motor vehicle laws or ordinances, and violations of applicable provisions of s. 403.413(6)(b) when such violations involve the use of motor vehicles, for the determination of the continuing qualification of any person to operate a motor vehicle. The department is authorized to suspend the license of any person upon showing of its records or other good and sufficient evidence that the licensee has been convicted of violation of motor vehicle laws or ordinances, or applicable provisions of s. 403.413(6)(b), amounting to 12 or more points as determined by the point system. The suspension shall be for a period of not more than 1 year.

(d) The point system shall have as its basic element a graduated scale of points assigning relative values to convictions of the following violations:

1. Reckless driving, willful and wanton—4 points.
2. Leaving the scene of a crash resulting in property damage of more than \$50—6 points.
3. Unlawful speed resulting in a crash—6 points.
4. Passing a stopped school bus—4 points.

5. Unlawful speed:
  - a. Not in excess of 15 miles per hour of lawful or posted speed—3 points.
  - b. In excess of 15 miles per hour of lawful or posted speed—4 points.
6. A violation of a traffic control signal device as provided in s. 316.074(1) or s. 316.075(1)(c)1.—4 points. However, no points shall be imposed for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic infraction enforcement officer. In addition, a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic infraction enforcement officer may not be used for purposes of setting motor vehicle insurance rates.
7. All other moving violations (including parking on a highway outside the limits of a municipality)—3 points. However, no points shall be imposed for a violation of s. 316.0741 or s. 316.2065(12).
8. Any moving violation covered above, excluding unlawful speed, resulting in a crash—4 points.
9. Any conviction under s. 403.413(6)(b)—3 points.
10. Any conviction under s. 316.0775(2)—4 points.

Section 15. The Department of Highway Safety and Motor Vehicles or any county or municipality authorized to issue a notification and impose a penalty under s. 316.0083(1)(b), Florida Statutes, that collects any such penalty after the effective date of this act, but prior to notification by the Department of Revenue of its ability to receive and distribute the penalties collected, must retain the portion of the penalty required to be remitted to the Department of Revenue until the Department of Highway Safety and Motor Vehicles, county, or municipality is notified by the Department of Revenue that it is able to receive and distribute the retained funds. The portion of the penalty required to be remitted to the Department of Revenue for any penalty collected after such notification is provided to the Department of Highway Safety and Motor Vehicles, county, or municipality must be remitted to the Department of Revenue as provided in s. 316.0083, Florida Statutes. This section shall take effect upon this act becoming a law.

Section 16. For the 2009-2010 state fiscal year, the sum of \$100,000 in nonrecurring funds from the General Revenue Fund is appropriated to the Department of Revenue for the purpose of implementing the provisions of this act. Any unexpended funds from this appropriation shall be reappropriated for fiscal year 2010-2011. This section shall take effect upon this act becoming a law.

Section 17. If any provision of this act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or

**Ch. 2010-80**

**LAWS OF FLORIDA**

**Ch. 2010-80**

applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

Section 18. Except as otherwise expressly provided in this act, and except for this section which shall take effect upon this act becoming a law, this act shall take effect July 1, 2010.

Approved by the Governor May 13, 2010.

Filed in Office Secretary of State May 13, 2010.



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	June 23, 2010		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			(Enter X in box)		X		
<b>Fiscal Impact:</b> (Enter X in box)	Yes	No	<b>Ordinance Reading:</b> (Enter X in box)	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X	<b>Public Hearing:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
						x	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> (Enter X in box)	<b>Yes</b>		<b>No</b>	
				x			
<b>Contract/P.O. Required:</b> (Enter X in box)	Yes	No	<b>RFP/RFQ/Bid #:</b>				
		X					
<b>Sponsor Name</b>	<b>Councilwoman Barbara Watson</b>		<b>Department:</b>	<b>Mayor and City Council</b>			

**Short Title:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 4 AND 15 OF ORDINANCE 2005-13-51, THE "PROPERTY MAINTENANCE" ORDINANCE TO INCLUDE REQUIREMENTS FOR THE STORAGE OF SOLID WASTE RECEPTACLES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

On March 5, 2005, the City Council of the City of Miami Gardens, adopted Ordinance No. 2005-13-51 to establish standards of maintenance of properties and to improve and enhance the aesthetic environment throughout the City. Since the adoption of the Property Maintenance Ordinance, the City has encountered many cases in which property owners have left solid waste receptacles along the public right-of-ways for extended periods of time prior to and after trash pick-up. As such, Councilwoman Watson is recommending that the City Council amend the Property Maintenance Ordinance to impose requirements for the inconspicuous storage of solid waste receptacles, and to establish a time for removal of receptacles after scheduled solid waste collection.

**Recommendation:**

Councilwoman Watson recommends that the City Council approve an amendment to Sections 4 and 15 of the Property Maintenance Ordinance.

**ITEM I-3) ORDINANCE  
FIRST READING/PUBLIC HEARING  
Amending Ord. 2005-13-51  
Property Maintenance Ordinance**

**Attachment:**

None

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 4 AND 15 OF ORDINANCE 2005-13-51, THE “PROPERTY MAINTENANCE” ORDINANCE TO INCLUDE REQUIREMENTS FOR THE STORAGE OF SOLID WASTE RECEPTACLES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 9, 2005, the City Council of the City of Miami Gardens adopted Ordinance No. 2005-13-51 to establish standards for the maintenance of properties and to improve and enhance the aesthetic environment throughout the City, and

WHEREAS, enforcing proper maintenance standards serves a public purpose in creating safe, sanitary and litter-free neighborhoods within the City of Miami Gardens, and

WHEREAS, the City has encountered problems whereby property owners are leaving solid waste receptacles along public rights-of-way for extended periods of time, and

WHEREAS, the placement and abandonment of waste receptacles for extended periods of time creates blight, litter and animal scavenger problems which poses a threat to the environment and public health, and

WHEREAS, the City would like to amend the “Property Maintenance Ordinance” to include requirements for the storage of solid waste receptacles and

---

Language deleted is stricken through and language added is underlined

1 to establish a time for the removal of receptacles from rights-of-way after scheduled  
2 solid waste collection,

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

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

8 Section 2. REPEAL: Section 15-5 of the Miami-Dade County Code of  
9 Ordinances, as made applicable to the City of Miami Gardens is hereby repealed.

10 Section 3. AMENDMENT: Section 4 of Ordinance No. 2005-13-51 as  
11 amended, is hereby amended to include the following definition:

12 V. *Solid waste.* Garbage, trash, yard trash (except for compost piles),  
13 litter, cuttings from vegetation, refuse, paper, bottles, rags, hazardous waste,  
14 construction and demolition debris, industrial waste, or other discarded materials,  
15 including material or containers from domestic, commercial or agricultural  
16 operations, as defined in the City Code of Ordinances.

17  
18 W. *Solid waste receptacle.* A container constructed of such material  
19 and in such manner as to hold solid waste and trash and other such items  
20 without breaking or collapsing. "Receptacles" shall have handles and covers so  
21 that the contents therein are not exposed to weather, animals and vermin.

22  
23 ~~W-X~~ *Structure.* Anything constructed or erected the use of which  
24 requires rigid location on the ground, or attachment to something having a  
25 permanent location on the ground, including buildings, walls, fences, signs, light  
26 stands, towers, tanks, etc.

27  
28 ~~X-Y~~ *Unimproved lot.* Any vacant lot or any lot without structure.

29  
30 ~~Y-Z~~ *Vacant Land.* Any parcel of land, whether divided or undivided, upon  
31 which there are no structures.  
32

---

Language deleted is stricken through and language added is underlined

1           Section 4.    AMENDMENT:  Section 15 of Ordinance No. 2005-13-51 is  
2 amended as follows:

3   SECTION 15.   PREMISES ENTRANCE AND EGRESS; EXTERIOR PEDESTRIAN  
4                   WALKWAYS, PARKING LOTS, GREEN AREAS AND PUBLIC RIGHTS-  
5                   OF-WAY.  
6

7   (1)   Premises entrances and egresses, including lighting, signage, and  
8 landscaping, shall be maintained so as not to cause visibility hazards to motorists  
9 or pedestrians.  Entrances and egresses shall be maintained in accordance with  
10 the approved site plan.

11  
12   (2)   Exterior pedestrian walkways, parking lots, green areas and public rights-of-  
13 way shall remain free of obstructions, including but not limited to tables and chairs,  
14 merchandise displays, and store merchandise.

15  
16   (3)   Solid waste receptacles shall be stored in the rear or along the side of  
17 residential property in an inconspicuous manner, except during scheduled solid  
18 waste collection.  In the event of solid waste collection, receptacles shall not be  
19 placed in any public right-of-way prior to 7:00 p.m. the day before a solid waste  
20 collection, and all solid waste receptacles shall removed by 11:59 p.m. on the date  
21 of the solid waste collection.  
22

23           Section 5.    CONFLICT:  All ordinances or code provisions in conflict  
24 herewith are hereby repealed.

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

30           Section 7.    INCLUSION IN CODE:  It is the intention of the City Council  
31 of the City of Miami Gardens that the provisions of this Ordinance shall become  
32 and be made a part of the Code of Ordinances of the City of Miami Gardens and

---

Language deleted is stricken through and language added is underlined

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

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

8 PASSED ON FIRST READING ON THE 9<sup>th</sup> DAY OF JUNE, 2010.

9 PASSED ON SECOND READING ON THE \_\_\_ DAY OF \_\_\_\_\_, 2010.

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

13  
14  
15 \_\_\_\_\_  
16 SHIRLEY GIBSON, MAYOR  
17

18  
19 **ATTEST:**

20  
21  
22 \_\_\_\_\_  
23 RONETTA TAYLOR, MMC, CITY CLERK

24  
25 PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

26  
27 SPONSORED BY: COUNCILWOMAN BARBARA WATSON

28  
29  
30 Moved by: \_\_\_\_\_  
31

\_\_\_\_\_  
Language deleted is stricken through and language added is underlined

1 Second by: \_\_\_\_\_

2

3

4

5 **VOTE:** \_\_\_\_\_

6

7

8

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



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	<b>June 23, 2010</b>		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	<b>Law Enforcement Trust Fund</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
		X					
<b>Sponsor Name</b>	<b>Dr. Danny Crew, City Manager</b>		<b>Department:</b>	<b>Police Department</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) FROM THE LAW ENFORCEMENT TRUST FUND ("LETF") FOR THE LAW ENFORCEMENT PURPOSES DESCRIBED HEREIN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

Upon implementation of the Miami Gardens Police Department the City Council created by ordinance, the Law Enforcement Trust Fund (LETF). This Fund is authorized by Florida State Statute as an account to process seized and forfeited funds received by the Police Department. The funds may be used for law enforcement purposes to include in part "providing matching funds to obtain Federal Grants, providing additional equipment or expertise". The Statute provides that the funds may be expended by authorization of the governing body.

The Miami Gardens Police Department applied for and received funding through the American Recovery and Reinvestment Act to hire nine police officers in furtherance of our community policing initiative entitled "Community Enrichment Team". The funding provided by the Federal Government pays the

**ITEM J-1) CONSENT AGENDA  
RESOLUTION  
Law Enforcement Trust Fund**

salaries for nine “entry” level police officers but the municipality is responsible for supporting the costs associated with fringe benefits and equipment.

The Federal Funding pays their salaries for the first three years and passes the continuing costs to the City in year four. It is anticipated that the \$50,000 utilized from the LETF will be utilized to fund a portion of the fringe benefits for these nine officers for FY 2009/2010.

In addition to the aforementioned expenditure, the Sexual Crimes Unit of the MGPD is in the process of establishing a program to investigate on-line predators and offenders. Much like the activities highlighted on programs such as “Dateline” and “20/20”, the Department’s program will target on-line predators that prey on children who use the internet through social networking sites.

The cost to start such a program will be defrayed through the LETF. The startup costs is \$5,000 which will include the purchase of a dedicated computer and phone line to implement the program. The success of the program will be tracked statistically to measure its success and monitored against the current list of sexual offenders/predators residing in the City.

**Proposed Action:**

That the City Council approves the attached resolution authorizing the City manager to expend \$55,000 in LETF funds for the law enforcement purposes described above.

**Attachment:**

None

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) FROM THE LAW ENFORCEMENT TRUST FUND ("LETF") FOR THE LAW ENFORCEMENT PURPOSES DESCRIBED HEREIN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Ordinance No. 2008-18-154 and The Florida Contraband Act, the City of Miami Gardens established a Law Enforcement Trust Fund ("LETF"), and

WHEREAS, the City is able to expend funds from the LETF for crime, safer neighborhoods, drug abuse education, preventative programs, or for other specific law enforcement purposes, not covered by the City's general fund, and

WHEREAS, the City's Police Department is seeking authorization from the City Council to expend the sum of Fifty-Five Thousand Dollars (\$55,000) from the LETF to cover fringe benefits for the City's Community Enrichment Team, and

WHEREAS, a request is also being made for funding relating to the City's commencement of a program to investigate on-line predators and offenders,

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

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

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to expend Fifty-Five Thousand Dollars (\$55,000.00)

1 from the Law Enforcement Trust Fund to cover the cost of fringe benefits for the City's  
2 Community Enrichment Team, in the amount of Fifty Thousand Dollars (\$50,000.00)  
3 and further authorizes funding for a program to investigate on-line predators and sex  
4 offenders, in the amount of Five Thousand Dollars (\$5,000.00).

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

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

9

10

11

12

13

\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

14 ATTEST:

15

16

17

18

19

\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

20

21

22

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

23

24

25

SPONSORED BY: DANNY CREW, CITY MANAGER

26

27

28

29

MOVED BY: \_\_\_\_\_

30

31

32

**VOTE:** \_\_\_\_\_

33

34

Mayor Shirley Gibson                    \_\_\_(Yes)    \_\_\_(No)

35

Vice Mayor Aaron Campbell, Jr.        \_\_\_(Yes)    \_\_\_(No)

36

Councilman Melvin L. Bratton           \_\_\_(Yes)    \_\_\_(No)

37

Councilman Oliver Gilbert, III         \_\_\_(Yes)    \_\_\_(No)

38

Councilwoman Barbara Watson         \_\_\_(Yes)    \_\_\_(No)

- 1 Councilwoman Sharon Pritchett
- 2 Councilman André Williams

(Yes)  (No)  
 (Yes)  (No)



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	June 23, 2010		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>	X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>		<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>
	X		<b>Public Hearing:</b> <i>(Enter X in box)</i>		Yes	No	Yes No
<b>Funding Source:</b>	General Services Fund- Information Technology		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>		<b>Yes</b>		<b>No</b>
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>		State of Florida #252-001-09-1		
	X						
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>		Information Technology		

**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 TWO HUNDRED SEVENTEEN THOUSAND, FOUR HUNDRED SIXTY-NINE DOLLARS AND 41/100 CENTS (\$217,469.41) TO SHI INTERNATIONAL CORP., THE STATE OF FLORIDA'S APPROVED VENDOR FOR MICROSOFT SOFTWARE LICENSES FOR COMPUTERS, SERVERS AND OTHER DEVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

**Staff Summary:**

The City Council authorized the City Manager, on May 21, 2008, to enter into a three (3) year agreement, on an annual renewal basis, with Software House International (SHI), Inc to provide the licenses for all Microsoft Products used by the City, in accordance with State of Florida Contract #252-001-09-1.

Currently, Microsoft products are used on over 600 City computers, servers and other IT devices. The City's IT Department is required to perform an annual reconciliation and pay the cost of the licenses currently being used by the city. The cost to reconcile is \$ 217,469.41.

**Proposed Action:**

**ITEM J-2) CONSENT AGENDA  
RESOLUTION  
P.O. to SHI International Corp.**

It is recommend that the City Council authorize the City Manager to issue a purchase order in the amount of \$217,469.41 to Software House International, the state approved vendor for Microsoft for software licenses for the City.

**Attachment:**

Attachment A – SHI Quote

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

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 TWO HUNDRED SEVENTEEN THOUSAND, FOUR HUNDRED SIXTY-NINE DOLLARS AND 41/100 CENTS (\$217,469.41) TO SHI INTERNATIONAL CORP., THE STATE OF FLORIDA'S APPROVED VENDOR FOR MICROSOFT SOFTWARE LICENSES FOR COMPUTERS, SERVERS AND OTHER DEVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2008, the City Council authorized the City Manager to enter into a three (3) year Agreement, on an annual renewal basis, with Software House International, Inc., now known as SHI International Corp. ("SHI"), to provide licenses for all Microsoft products used by the City, in accordance with the State of Florida's Contract #252-001-09-1, and

WHEREAS, the City is currently using Microsoft products on over 600 City computers, servers and other devices, and

WHEREAS, the cost of the licenses for the current fiscal year is Two Hundred Seventeen Thousand, Four Hundred Sixty-Nine Dollars and 41/100 Cents (\$217,469.41),

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. AUTHORIZATION: The City Council of the City of Miami Gardens  
2 hereby authorizes the City Manager to issue a purchase order in the amount of Two  
3 Hundred Seventeen Thousand, Four Hundred Sixty-Nine Dollars and 41/100 Cents  
4 (\$217,469.41) to SHI International Corp., the State of Florida's approved vendor for  
5 Microsoft software licenses for the City of Miami Gardens computers, servers and other  
6 devices.

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

21

22

23

24

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

25

26

27

28

SPONSORED BY: DANNY CREW, CITY MANAGER

29

30

31

32

33

MOVED BY: \_\_\_\_\_

34

35

36

1 **VOTE:** \_\_\_\_\_

2  
3

- |    |                                |          |         |
|----|--------------------------------|----------|---------|
| 4  | Mayor Shirley Gibson           | ___(Yes) | ___(No) |
| 5  | Vice Mayor Aaron Campbell, Jr. | ___(Yes) | ___(No) |
| 6  | Councilman Melvin L. Bratton   | ___(Yes) | ___(No) |
| 7  | Councilman Oliver Gilbert, III | ___(Yes) | ___(No) |
| 8  | Councilwoman Barbara Watson    | ___(Yes) | ___(No) |
| 9  | Councilwoman Sharon Pritchett  | ___(Yes) | ___(No) |
| 10 | Councilman André Williams      | ___(Yes) | ___(No) |



Pricing Proposal  
 Quotation #: 3756895  
 Created On: May-19-2010  
 Valid Until: Jun-18-2010

## City of Miami Gardens

### Ronald McKenzie

1515 NW 167th Street  
 Bldg 5, Suite 200  
 Miami Gardens  
 FL  
 33169  
 United States of America  
 Phone: 305-622-8040  
 Fax: 305-474-1282  
 Email: mckenzie@miamigardens-fl.gov

## Account Executive

### Thomas Naelon

18069 SW 152nd Ave.  
 Miami, FL 33187  
 Phone: 305-971-5266  
 Fax: 305-971-5283  
 Email: thomas\_naelon@shii.com

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Microsoft Enterprise Desktop - Office Enterprise/Win Pro/BackOffice CAL Bundle MICROSOFT - Part#: A01-00045-CUSTOM1-Y1 <b>Note:</b> This line merges and prorates the two agreements and steps-up Office to Office Enterprise	274	\$234.00	\$64,116.00
2 Microsoft Enterprise Desktop - Office Enterprise/Win Pro/BackOffice CAL Bundle - Full L/SA Annual Payment MICROSOFT - Part#: A01-00045-CUSTOM2-Y1 <b>Note:</b> New desktops beyond the original 274	171	\$293.00	\$50,103.00
3 Win Svr Std SA MVL EA Addon Annual Payment MICROSOFT - Part#: P73-00225 <b>Note:</b> Carry over from previous agreement.	2	\$235.74	\$471.48
4 VStudio Pro w/MSDN Pro SA MVL EA Addon Annual Payment MICROSOFT - Part#: F1Q-00209 <b>Note:</b> Carry over from previous agreement.	1	\$356.00	\$356.00
5 SQL Svr Std Edtn Win32 SA MVL EA Addon Annual Payment MICROSOFT - Part#: 228-04435 <b>Note:</b> Carry over from previous agreement.	6	\$202.80	\$1,216.80
6 VStudio Team Dev SA MVL w/MSDN Prem EA Addon Annual Payment MICROSOFT - Part#: 124-00002 <b>Note:</b> Carry over from previous agreement.	1	\$610.26	\$610.26
7 Config Mgr Svr SA MVL EA Addon Annual Payment MICROSOFT - Part#: J3A-00163 <b>Note:</b> Carry over from previous agreement.	1	\$74.61	\$74.61
8 ISA Server Ent Edtn SA MVL 1 Proc EA Addon Annual Payment MICROSOFT - Part#: F89-00453 <b>Note:</b> Carry over from previous agreement.	1	\$989.70	\$989.70
9 Win Svr Ent Lic/SA Pack MVL EA Addon Annual Payment MICROSOFT - Part#: P72-00164 <b>Note:</b> New Licenses	29	\$955.10	\$27,697.90
10 Win Svr Ent StepUp MVL EA Addon Annual Payment MICROSOFT - Part#: P72-00817	2	\$661.20	\$1,322.40
11 SQL Svr Ent Edtn Win32 Lic/SA Pack MVL EA Addon Annual Payment	4	\$3,438.67	\$13,754.68

MICROSOFT - Part#: 810-04766  
**Note:** New Licenses

---

12	SQL Svr Ent Edtn Win32 StepUp MVL SQL Svr Std EA Addon Annual Payment MICROSOFT - Part#: 810-04859	6	\$3,080.13	\$18,480.78
13	Visio Std Win32 Lic/SA Pack MVL EA Addon Annual Payment MICROSOFT - Part#: D86-01345 <b>Note:</b> New Licenses	200	\$88.77	\$17,754.00
14	Exchange Svr Ent Lic/SA Pack MVL EA Addon Annual Payment MICROSOFT - Part#: 395-02611 <b>Note:</b> New Licenses	3	\$1,620.34	\$4,861.02
15	Project Pro Win32 Lic/SA Pack MVL EA Addon Annual Payment MICROSOFT - Part#: H30-00235	8	\$347.31	\$2,778.48

---

Shipping	\$0.00
Total	\$204,587.11

### Additional Comments

---

SHI Fed ID# 22-3009648

---

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



Pricing Proposal  
Quotation #: 3756913  
Created On: May-19-2010  
Valid Until: Jun-18-2010

---

## City of Miami Gardens

---

### Ronald McKenzie

1515 NW 167th Street  
Bldg 5, Suite 200  
Miami Gardens  
FL  
33169  
United States of America  
Phone: 305-622-8040  
Fax: 305-474-1282  
Email: mckenzie@miamigardens-fl.gov

---

## Account Executive

---

### Thomas Naelon

18069 SW 152nd Ave.  
Miami, FL 33187  
Phone: 305-971-5266  
Fax: 305-971-5283  
Email: thomas\_naelon@shi.com

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Microsoft Enterprise Desktop - Office Enterprise/Win Pro/BackOffice CAL Bundle - Year 2 True-Up MICROSOFT - Part#: A01-00045-CUSTOM2-Y1 <b>Note:</b> New desktops beyond the original 274	5	\$794.00	\$3,970.00
2 Project Pro Win32 Lic/SA Pack MVL Year Two True-Up MICROSOFT - Part#: H30-00235	10	\$891.23	\$8,912.30
		Shipping	\$0.00
		Total	\$12,882.30

---

## Additional Comments

---

SHI Fed ID# 22-3009648

---

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	June 23, 2010		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	Yes	No	Yes
<b>Funding Source:</b>	<b>Building Better Communities (GOB) Bond</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>				
<b>Sponsor Name</b>	Danny Crew, City Manager		<b>Department:</b>	Capital Improvement Division			

**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, AN AMENDMENT TO THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT "A," TO TRANSFER THE SUM OF THREE MILLION DOLLARS (\$3,000,000.00) FROM THE CITY'S CURRENT NINE MILLION, EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$9,830,000.00) GENERAL OBLIGATION BOND ("GOB") ALLOCATION TO THE BETTY T. FERGUSON RECREATIONAL COMPLEX PROJECT FOR THE PURCHASE OF FURNITURE, FIXTURES AND EQUIPMENT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

**Background:**

On November 4, 2004, Miami-Dade County residents approved the Building Better Communities General Obligation Bond (GOB) Program. As a result, the City of Miami Gardens Parks System was allocated approximately \$9.83M (GOB Project 54) for the design and construction of several capital park projects.

**ITEM J-3) CONSENT AGENDA  
RESOLUTION  
Interlocal Agreement w/ Miami Dade County**

In addition to the \$9.83M for construction, the City was allocated \$3M in GOB funds to support the purchase of furniture, fixtures, and equipment (FF&E) for the Betty T. Ferguson Recreational Complex (previously the Miami Gardens Community Center).

As a condition of the GOB Program, the City was required to enter into an Interlocal Agreement with Miami-Dade County, which sets forth the responsibilities and duties regarding the administration and funding allocation for the approved capital projects.

**Current Situation:**

City staff has been coordinating with the County Office of Capital Improvement for several months to release the \$3M in GOB funding for FF&E at the Betty T. Ferguson Recreational Complex. Subsequently, staff was advised by the County that the \$3M in GOB funding was never properly approved by the Miami Dade County Board of County Commissioners. In light of this revelation, staff was further advised that the Interlocal agreement for the \$3M would have to be heard by: (1) the Miami-Dade Recreation Culture and Tourism Committee; (2) the Building Better Communities General Obligation Bond Advisory Committee; (3) the Board of County Commissioners before the funding for FF&E could be released. This course of action meant that funding needed to complete the center would not be available in time to open the Center later this summer.

Because of further negotiations, County staff advised that the only way to expedite the availability of FF&E funds for the Center would be to execute an Interlocal Agreement transferring the funds from the City's existing \$9.83M GOB project. This transfer would provide the City with immediate access to the \$3M in FF&E funding to complete the community center, while giving the County time to make the "replacement" funds available through their legislative processes. Under this scenario:

GOB Project 54 Initial Funding:	\$9,830,000	
<u>Less Transfer to FFE@ Community Center project:</u>	<u>(\$3,000,000)</u>	→
Total allocation GOB Project 54	\$6,830,000	

The funds that must be replaced by County in order to make project 54 whole

Due to the protracted period of time it took resolve the \$3M GOB funding allocation; staff contacted Commissioner Barbara Jordan to assist the City in securing contracts to replace the funds transferred from GOB project 54. The Commissioner has sponsored the item on behalf of the City and worked to expedite the County legislative process. The status of the approvals is as follows:

- 1) APPROVED - Miami-Dade Recreation Culture and Tourism Committee on June 7, 2010
- 2) APPROVED - Building Better Communities General Obligation Bond Advisory Committee on June 10, 2010
- 3) SCHEDULED - Miami Dade County Board of County Commissioners on July 8, 2010

**Proposed Action:**

It is recommended that the City Council approve the proposed resolution entering into an Interlocal agreement with Miami Dade County for \$3M in Building Better Communities General Obligation Bond Program funds for the Betty T. Ferguson Recreational Complex (formerly known as the Miami Gardens Community Center).

**Attachment:**

Attachment A: Building Better Communities GOB Interlocal Agreement

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, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, AN AMENDMENT TO THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT "A," TO TRANSFER THE SUM OF THREE MILLION DOLLARS (\$3,000,000.00) FROM THE CITY'S CURRENT NINE MILLION, EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$9,830,000.00) GENERAL OBLIGATION BOND ("GOB") ALLOCATION TO THE BETTY T. FERGUSON RECREATIONAL COMPLEX PROJECT FOR THE PURCHASE OF FURNITURE, FIXTURES AND EQUIPMENT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2004, Miami-Dade County residents approved a Building Better Communities General Obligation Bond Program ("GOB"), and

WHEREAS, the City of Miami Gardens Park System was allocated approximately Nine Million, Eight Hundred Thirty Thousand Dollars (\$9,830,000.00) for the design and construction of several Capital Park Projects, and

WHEREAS, in addition to the Nine Million, Eight Hundred Thirty Thousand Dollars (\$9,830,000.00), the City was also allocated Three Millions Dollars (\$3,000,000.00) in GOB funds to support the purchase of furniture, fixtures and equipment for the Betty T. Ferguson Recreational Complex, and

WHEREAS, as a condition for receiving all grant funding, the City was required to enter into an Interlocal Agreement with Miami-Dade County for this purpose, and

1           WHEREAS, the City has been working with the County for several months to  
2 release the Three Million Dollars (\$3,000,000.00) in GOB funding for furniture, fixtures  
3 and equipment for the Betty T. Ferguson Recreational Complex, and

4           WHEREAS, the City was recently informed by Miami-Dade County, that the  
5 funds would have to be transferred from the City's existing Nine Million, Eight Hundred  
6 Thirty Thousand Dollars (\$9,830,000.00) GOB Project, to the Betty T. Ferguson  
7 Recreational Complex Project, but the County would replace the Three Million Dollars  
8 (\$3,000,000.00) on approval by the Miami-Dade County Board of County  
9 Commissioners, and

10           WHEREAS, Miami-Dade County's Recreational, Culture and Tourism Committee  
11 approved the attached Interlocal Agreement on June 7, 2010, and the GOB Committee  
12 approved the Agreement on June 10, 2010, and

13           WHEREAS, this matter will be heard before the Miami-Dade County Board of  
14 County Commissioners at the July 8, 2010 meeting,

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

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

20           Section 2.   AUTHORIZATION: The City Council of the City of Miami Gardens  
21 hereby authorizes the City Manger and the City Clerk to execute and attest,  
22 respectively, an Amendment to that certain Interlocal Agreement between the City of  
23 Miami Gardens and Miami-Dade County, attached hereto as Exhibit "A" to transfer the

1 sum of Three Million Dollars (\$3,000,000.00) from the City's current Nine Million, Eight  
2 Hundred Thirty Thousand Dollars (\$9,830,000.00) General Obligation Bond allocation to  
3 the Betty T. Ferguson Recreational Complex Project for the purchase of furniture,  
4 fixtures and equipment. The City Council further authorizes the City Manager to take  
5 any and all steps to accept the replacement funds from the County.

6 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby  
7 authorized to obtain two (2) fully executed copies of the Amendment to the Interlocal  
8 Agreement with Miami-Dade County, with one (1) to be maintained by the City, and one  
9 (1) to be delivered to Miami-Dade County.

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

12 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS  
13 AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2010.

14

15

16

17

18

19

ATTEST:

20

21

22

23

24

\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

25

26

27

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

28

29

30

SPONSORED BY: DANNY CREW, CITY MANAGER

31

32

33

1 MOVED BY: \_\_\_\_\_

2  
3

4  
5 **VOTE:** \_\_\_\_\_

6  
7

8 Mayor Shirley Gibson                   \_\_\_(Yes)   \_\_\_(No)

9 Vice Mayor Aaron Campbell, Jr.       \_\_\_(Yes)   \_\_\_(No)

10 Councilman Melvin L. Bratton         \_\_\_(Yes)   \_\_\_(No)

11 Councilman Oliver Gilbert, III       \_\_\_(Yes)   \_\_\_(No)

12 Councilwoman Barbara Watson       \_\_\_(Yes)   \_\_\_(No)

13 Councilwoman Sharon Pritchett      \_\_\_(Yes)   \_\_\_(No)

14 Councilman André Williams          \_\_\_(Yes)   \_\_\_(No)

15  
16  
17

**BUILDING BETTER COMMUNITIES  
INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF MIAMI GARDENS, FLORIDA  
AND  
MIAMI-DADE COUNTY**

Miami Gardens Community Center  
GOB Project Number 54-71059

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Miami Gardens, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council of the City of Miami Gardens, Florida (the "Municipality") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**WITNESSETH:**

WHEREAS, on July 20, 2004, the Board enacted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific Countywide projects, neighborhood projects for the Unincorporated Municipal Service Area and municipalities and associated allocations for activities such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, GOB Project Number 54-71059 Miami Gardens Community Center, (the "Project") is eligible for funding from the BBC GOB Program in a total amount not to exceed \$3,000,000 (the "Funding Allocation"); and

WHEREAS, the Municipality is undertaking the completion of a community center located at 3000 NW 199 Street, Miami Gardens, Florida, that will include a gymnasium, indoor aquatic center, auditorium, exercise room, dance studios, classrooms, computer room, locker rooms, an artificial turf football/soccer field with sports lighting and a running track (the "Project") which was specifically approved as part of the BBC GOB Program or is eligible for funding from one of the programs to be funded under the BBC GOB Program and is described more specifically in Exhibit 1 to this Interlocal Agreement; and

WHEREAS, the Miami Gardens Community Center is estimated to cost \$15,871,609 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1 fully subject to and contingent upon the availability of BBC GOB Program proceeds and the execution of subsequent agreement(s) between the County and the Municipality; and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate \$3,000,000 from the Series 2008 B Bonds for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Commissioners and Council Members of both the County and the Municipality have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

**Section 1. Purpose:** The purpose of this Agreement is to clarify the parties' roles and obligations regarding the funding being provided with respect to the Project.

**Section 2. Funding Responsibilities:**

- a. **Project Funding Plan:** A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Municipality through a local funding plan or written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any.
- b. **Representations of the Municipality:** The Municipality covenants and warrants that it has, in combination with the Funding Allocation, the amount of funding necessary for the completion of the Project. The additional sources of funding are listed in Exhibit 1.
- c. **Responsibilities of the County:** The County agrees to provide solely from BBC GOB Program proceeds for the Funding Cycle Allocation in an amount equal to \$3,000,000. This amount represents a portion of the amount necessary to complete the Project. This sum shall be provided in accordance with the reimbursement procedures contained in the County's GOB Administrative Rules attached as Attachment 1. In the event that the Project Milestones, as defined and set forth in Exhibit 1 of this Agreement are not within 10% of completion, the dollars to be funded for subsequent Milestones may be delayed for one (1)

calendar year in accordance with the Administrative Rules, see Section 18 of this Agreement.

**Section 3. Parties, Effective Date and Term:** This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation. The County has delegated the responsibility of administrating this Interlocal Agreement to the County Mayor or designee, who shall be referred to herein as the "County Manager".

**Section 4. Compliance with Laws:** Each party agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), and all other applicable requirements contained in this Agreement and Attachment 1, which is hereby incorporated in this Agreement by this reference.

**Section 5. Contractual obligation to comply with certain County requirements:**

All records of the Municipality and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Municipality shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

The Municipality shall comply with the requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

**All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Agreement are posted on the County's website: "miamidade.gov".**

**Section 6. Accounting, Financial Review, Access to Records and Audits:** The Municipality shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the Project for at least three (3) years after completion of the Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an Independent Private-Sector Inspector General ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. THE MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL ("OIG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Municipality and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Municipality (and any affected contractor and materialman) from OIG, the Municipality (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1

The provisions in this Section shall apply to the Municipality, its contractors and their respective officers, agents and employees. The Municipality shall incorporate the provisions in this Section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality.

**Section 7. Relationship of the Parties:** The parties agree that the Municipality is an independent entity responsible solely for the Project and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

**Section 8. Liability:** The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 of the Florida Statutes. The Municipality acknowledges that the County, its employees, Commissioners and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation or maintenance of the Project.

**Section 9. Breach, Opportunity to Cure and Termination:**

- (a) Each of the following shall constitute a default by the Municipality:
- (1) If the Municipality uses the Funding Cycle Allocation for costs not associated with the Project (i.e., ineligible costs), and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.
  - (2) If the Municipality shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the Municipality fails to cure its default within thirty

(30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.

(3) If the Municipality fails to complete the Project within two (2) years of the effective date of the first executed Interlocal Agreement for this Project.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Municipality shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

- (d) Termination:
- (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.
  - (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
  - (3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

**Section 10. Litigation Costs/Venue:** In the event that the Municipality or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Municipality agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

**Section 11. Naming Rights and Advertisements:** In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The Municipality must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

**Section 12. Notice:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business

days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:

George M. Burgess, County Manager  
Miami-Dade County, Stephen P. Clark Center  
111 NW 1 Street, Suite 2130  
Miami, Florida 33128

The Municipality:

Danny O. Crew, City Manager  
City of Miami Gardens  
1515 NW 167 Street  
Miami Gardens, Florida 33169

**Section 13. Modification and Amendment:** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

**Section 14. Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**Section 15. Headings:** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**Section 16. Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

**Section 17. Representation of the Municipality:** The Municipality represents that this Agreement has been duly authorized, executed and delivered by Mayor and Council, as the governing body of the City of Miami Gardens, Florida and it has granted the City Manager of Miami Gardens, or designee, the required power and authority to execute this Agreement. The Municipality agrees to: a) maintain the Project for a minimum of 25 years; b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter; c) keep the Project open safely and properly maintained for all Miami-Dade County residents; and, d) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees based on where a resident resides in the County. The Municipality also agrees to accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

**Section 18. Representation of the County:** The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Municipality for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Municipality provided the Municipality is not in breach of this Agreement and the Municipality has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Manager or his designee for this purpose.

**Section 19. Invalidity of Provisions, Severability:** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**Section 20. Indemnity:** The Municipality does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the Municipality shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Municipality. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

The County does hereby agree to indemnify and hold harmless the Municipality to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of

the County. However, nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality or any unrelated third party.

Section 21. **Assignment:** The Municipality may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 22. **Entirety of Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.



IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of \_\_\_\_\_, 2010.

City of Miami Gardens, Florida

By: \_\_\_\_\_  
City Manager Date

For the City Council,  
City of Miami Gardens, Florida

\_\_\_\_\_, CLERK

Attest:

By: \_\_\_\_\_  
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Mayor

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

Stephen P. Clark Center  
111 NW 1 Street  
Miami, Florida 33128

HARVEY RUVIN, CLERK

Attest:

By: \_\_\_\_\_  
Deputy Clerk Date

Approved by County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

**Miami-Dade County  
Building Better Communities**

<u>City of Miami Gardens</u>				<u>Miami Gardens Community Center</u> <u>GOB Project Number 317.1-70371</u>			
FY 2009-10 GOB Allocation	REVENUES			Milestones	EXPENSES		
	Future GOB Allocations	Other Funding Allocations *	Total Estimated Revenues		Projected Start Date	Projected End Date	Total Estimated Expenses
			0	0 Project Administration			0
			0	0 Project Administration (Non-GOB)			0
			0	0 Land Acquisition			0
			0	0 Land Acquisition (Non-GOB)			0
			0	0 Pre-design, Planning, including preliminary engineering			0
			0	0 Pre-design, Planning, including preliminary (Non-GOB)			0
			0	0 A&E Selection			0
			0	0 A&E Selection (Non-GOB)			0
			0	0 Design			0
			0	0 Design (Non-GOB)			0
			0	0 Dry run/permit			0
			0	0 Dry run/permit (Non-GOB)			0
			0	0 Contractor Selection			0
			0	0 Contractor Selection (Non-GOB)			0
3,000,000			3,000,000	0 Construction On Going	5/1/2008	12/31/2010	3,000,000
	12,871,609		12,871,609	0 Construction On Going (Non-GOB)	5/1/2008	12/31/2010	12,871,609
			0	0 Construction Substantially Complete			0
			0	0 Construction Substantially Complete (Non-GOB)			0

REVENUES			EXPENSES			
FY 2009-10 GOB Allocation	Future GOB Allocations	Other Funding Allocations *	Total Estimated Revenues	Milestones	Projected Schedule Start Date End Date	Total Estimated Expenses
			0	Other (loan & relocation fees)		0
			0	Other (Non-GOB)		0
<b>3,000,000</b>	<b>0</b>	<b>12,871,609</b>	<b>15,871,609</b>	<b>TOTALS</b>		<b>15,871,609</b>

\* Other Funding (List sources and amounts)

Funding Source	Amount
Miami-Dade County Parks - SNP	\$ 4,942,130
Miami-Dade County Parks - QNIP	\$ 1,495,248
National Football League - Donation	\$ 250,000
Miami-Dade County - 2005 Sunshine State Loan	\$ 6,000,000
<b>City Funds</b>	<b>\$ 184,231</b>
<b>Total</b>	<b>\$ 12,871,609</b>

**Overall Project Narrative/Description**

Completion of construction for The Miami Gardens Community Center Building located at 3000 NW 199 Street. The 54,000 square foot facility includes a gymnasium, indoor aquatic center, auditorium, exercise room, dance studios, classrooms, computer room and locker rooms. Site improvements include artificial turf football/soccer field with sports lighting, parking lots and running track.

**GOB Total Funding Allocation Narrative/Description**

Furniture, Fixtures and Equipment (FF&E) to include all building furniture, athletic equipment, exercise equipment, aquatic equipment, pool pumps & filter system, gymnasium scoreboards, arts & craft equipment, lockers & benches, sports equipment, IT equipment, computers, telephones, building sound system, security cameras, interior signage, washer & dryer, ice machines, exterior tables & benches, classroom smart boards, kitchen appliances & equipment. Future BBC GOB allocations are fully subject to and contingent upon the availability of BBC GOB Program proceeds and the execution of subsequent agreement(s) between the County and the City of Miami Gardens.

**GOB 2009-10 Funding Allocation Narrative/Description**

FF&E to include all building furniture, athletic equipment, exercise equipment, aquatic equipment, pool pumps & filter system, gymnasium scoreboards, arts & craft equipment, lockers & benches, sports equipment, IT equipment, computers, telephones, building sound system, security cameras, interior signage, washer & dryer, ice machines, exterior tables & benches, classroom smart boards, kitchen appliances & equipment.

\*\*For municipalities and public agencies, this Exhibit, along with the entity's resolution, conforms with Article III, Section 1, 2Ae of the Building Better Communities GOB Program Administrative Rules.



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	June 23, 2010		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	Yes	No	Yes
<b>Funding Source:</b>	Safe Neighborhood Parks Bond, Park Impact Fees, General Fund		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	Yes		No	
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>	Clay County Bid #08/09-3			
	X						
<b>Sponsor Name</b>	Danny Crew, City Manager		<b>Department:</b>	Parks & Recreation and CIP			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO BLISS PRODUCTS AND SERVICES, INC., IN THE AMOUNT OF TWO HUNDRED SIXTY THOUSAND, NINE HUNDRED EIGHTY FIVE DOLLARS (\$260,985.00), FOR THE PURCHASE OF PLAYGROUND EQUIPMENT, SURFACING AND DEMOLITION OF EXISTING PLAYGROUND EQUIPMENT AT A. J. KING PARK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

**Background:**

On July 15, 2009 Miami-Dade County announced the availability of approximately \$6 million in Safe Neighborhood Parks Bond Program (SNP) funds for land acquisition and capital improvements of open public spaces. According to SNP grant stipulations, all funds must be expended within one year after award by the Miami Dade Board of County Commission.

On January 29, 2010, the Safe Neighborhood Parks Citizens' Oversight Committee met to review additional grant applications and make recommendations for award. This Committee put forth the recommendation that the Miami-Dade Board of County Commissioners award the City of Miami

**ITEM J-4) CONSENT AGENDA  
RESOLUTION**

**P.O. to Bliss Producats and Services, Inc**

Gardens \$127,182 to replace the playground equipment at A.J. King Park. This award requires a dollar-for-dollar match from the City and an accompanying authorizing resolution as “proof of match”. On May 12, 2010 the City Council authorized the matching funds for the playground.

### **Current Situation:**

City staff contacted Bliss Products and Services, Inc. (Bliss) to provide a proposal to remove the old playground equipment, install new playground equipment and poured-in-place surfacing at the A. J. King Park site. Bliss is the vendor with whom Clay County has a contract as a result of a competitive bid process. The City has used this contract to piggy-back Parks equipment expenditures in the past. In order to expedite the procurement process, the attached quotes reflect the pricing utilizing Clay County’s Bid #08/09-3. Bliss is a distributor for Kompan, Park’ N Play Playground equipment and SofSurfaces, Inc. which is the playground surface. The funding for the new playground and playground surface will come from the SNP Grant (\$127,182) and the \$133,803 match will be funded from the Parks and Recreation Department Operating account and Park Impact Fees.

### **Proposed Action:**

It is recommended that the City Council approve the attached resolution authorizing the issuance of a purchase order to Bliss Products and Services, Inc. in the amount of \$260,985.00 for the purchase of playground equipment, poured-in-place surfacing and the demolition of the existing playground at A.J. King Park.

### **Attachment:**

Attachment A: Quotation from Bliss Products for A.J. King Park

Attachment B: Schematic Design of playground equipment layout

Attachment C: Clay County Bid #08/09-3

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 TO ISSUE A PURCHASE ORDER TO BLISS PRODUCTS AND SERVICES, INC., IN THE AMOUNT OF TWO HUNDRED SIXTY THOUSAND, NINE HUNDRED EIGHTY FIVE DOLLARS (\$260,985.00), FOR THE PURCHASE OF PLAYGROUND EQUIPMENT, SURFACING AND DEMOLITION OF EXISTING PLAYGROUND EQUIPMENT AT A. J. KING PARK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 15, 2009, Miami-Dade County announced the availability of approximately Six Million Dollars in Safe Neighborhood Parks Bond Program Grant Funds (“SNP”) for land acquisition and capital improvements, and

WHEREAS, on January 29, 2010, the SNP Oversight Committee agreed to award the City of Miami Gardens the sum of One Hundred Twenty-Seven Thousand, One Hundred and Eighty-Two Dollars (\$127,182.00) to replace the playground equipment at A. J. King Park, and

WHEREAS, on May 12, 2010, the City Council authorized a dollar-for-dollar match of funds, and

WHEREAS, City staff requested that Bliss Products and Services, Inc. (“Bliss”) provide a proposal to remove play ground equipment, install new equipment, and surfacing at A. J. King Park, and

WHEREAS, City staff is recommending that the City utilize that certain Clay County’s Bid #08/09-3 for this purpose, and

WHEREAS, Bliss is a distributor for Kompan, Park’ N Play playground equipment, which the City has utilized in other park playgrounds, and

1 WHEREAS, funding for this purpose will come from the SNP Grant, and the One  
2 Hundred Thirty-Three Thousand, Eight Hundred and Three Dollars (\$133,803.00) match  
3 from the Parks and Recreation Department’s Operating Account and Park Impact Fees,

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 authorizes the City Manager to issue a purchase order to Bliss Products and  
11 Services, Inc., in the amount of Two Hundred Sixty Thousand, Nine Hundred Eighty-  
12 Five Dollars (\$260,985.00), for the purchase of playground equipment, surfacing and  
13 demolition of existing playground equipment at A. J. King Park.

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

16 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS  
17 AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2010.

18

19

20

21

22

23

24

25

26

27

28

29

\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

ATTEST:

\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK









Client: AJ KING PARK  
 Date: 0701009 Project #: \_\_\_\_\_  
 Representative: Bliss Products, PC  
 Model: As Noted  
 CSR: Kim Brown lcf  
 Scale: 1/16" = 1'-0"

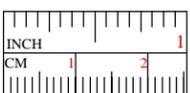
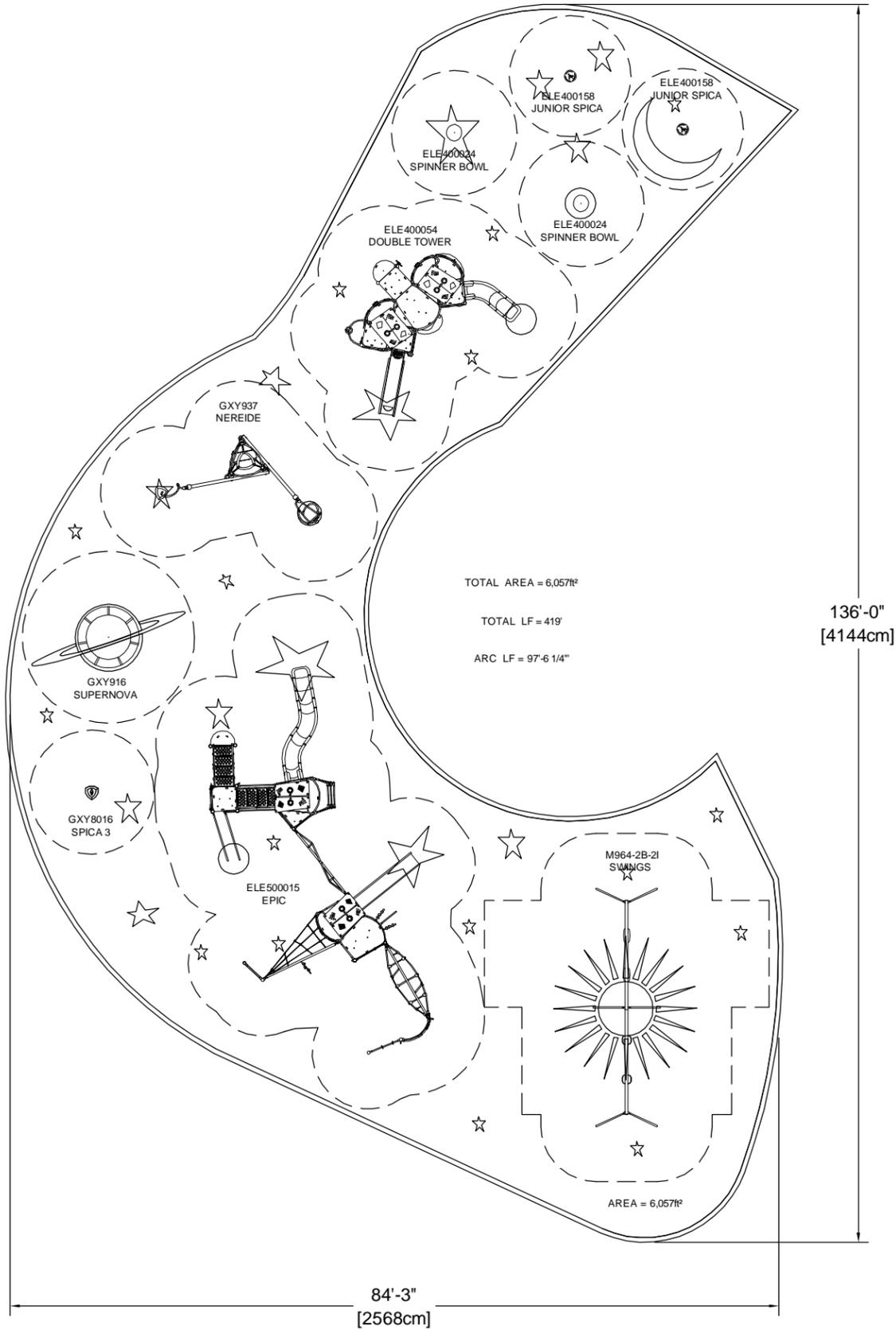
"All composite structures shown require a site grade of 1% maximum."

For surface mount options, the concrete requirements may be up to 5½ inches of 3,500 psi min. compressive strength. Please contact KOMPAN for specific product requirements.

"Site representation is based upon estimated site dimension and cannot be used as an accurate way of determining site area"

Layout is in accordance with ASTM F1487-07  
 Layout is in accordance with CPSC

FOR QUOTING  
 ONLY  
 NOT FOR CONSTRUCTION



**NOTICE OF DECISION BY THE BOARD OF COUNTY COMMISSIONERS OF  
CLAY COUNTY, FLORIDA, ON BID NO. 08/09-3  
Various Equipment and Amenities for Parks and Playgrounds**

In accordance with the provisions of Section 120.57 (3), Florida Statutes, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to Bid No.: 08/09-3. Bids were opened on December 2, 2008. On January 13, 2009, the Board during its regular meeting rendered its decision to post the notice of intent and to award the bid to various vendors immediately following the 72-hour posting period provided no protest is filed. Attached hereto is a Bid Recommendation for Bid No. 08/09-3. The decision of the Board is final. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Fritz A. Behring  
County Manager

Date of Posting:

January 15, 2009

Date of Removal:

January 21, 2009

Time of Posting:

9:40 AM

Time of Removal:

8:45 AM

Initials: DS

Initials: DS

**BID RECOMMENDATION SHEET**  
**December 2, 2008**  
(Please Highlight Bid to Be Recommended)  
**BID #08/09 - 3**

**Various Equipment and Amenities for Parks and Playgrounds**

BIDDERS	BOND	BASE BID
<u>Qitele Playgrounds</u>	N/A	<u>See Attached</u>
<u>Site Creations</u>	N/A	<u>See Attached</u>
<u>Advanced Recreation</u>	N/A	<u>See Attached</u>
<u>Miller Recreation</u>	N/A	<u>See Attached</u>
<u>No Fault Sport Group</u>	N/A	<u>See Attached</u>
<u>M. Gay Constructors</u>	N/A	<u>See Attached</u>
<u>Kids Play Inc</u>	N/A	<u>See Attached</u>
<u>Sports Supply Group</u>	N/A	<u>See Attached</u>
<u>Musco Sports Lighting</u>	N/A	<u>See Attached</u>
<u>RCP Shelters</u>	N/A	<u>See Attached</u>
<u>Bliss Products</u>	N/A	<u>See Attached</u>
<u>Kool Playgrounds</u>	N/A	<u>See Attached</u>
<u>REP Services</u>	N/A	<u>See Attached</u>
<u>Play It Safe</u>	N/A	<u>See Attached</u>
<u>Site Horizons</u>	N/A	<u>See Attached</u>

Staff Assigned to Tabulate Bids and Make Recommendations:

<u>NAME</u>	<u>TITLE</u>
<u>Tom Price</u>	<u>Division Director</u>

**RECOMMENDATION:**

It is staff's recommendation to accept all bids submitted except that of Kids Play Inc.  
as they did not comply with bid instructions. All bids are awarded based upon the %  
discount offered for products and service.

PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES  
FOR PARKS AND PLAYGROUNDS

Bid # 08/09-3

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Wabash Valley	Plastisol-Coated Furniture	Site Horizons 407-947-6318	2%	30%	YES	YES
Playpower LT Farmington	Playground Equipment	Site Horizons 407-947-6318	2%	30%	YES	YES
Zeager Wood Carpet Mulch	Wood Playground Surfacing	Site Horizons 407-947-6318	5%	40%	YES	NO
Vitriturf	Cushioned Seamless Flooring	Site Horizons 407-947-6318	5%	30%	YES	NO
PW Athletic Manufacturing Inc	Athletic/Site Furnishings	Site Horizons 407-947-6318	5%	30%	YES	YES
Victor Stanley	Site Furnishings	Site Horizons 407-947-6318	5%	30%	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	8% \$0-\$4,999	23% 0-\$9,999	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	12% \$5,000-\$9,999	23% 0-\$9,999	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	15% \$10,000-\$17,999	25% \$10,000-\$24,999	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	18% \$18,000-\$24,999	25% \$10,000-\$24,999	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	20% \$25,000-above	26% \$25,000-above	YES	YES
Litchfield Landscape Elements	Shelters/Pavilions	Miller Recreation 941-792-4580	8%	N/A	YES	YES
Fibar Systems	Playground Surfacing	Miller Recreation 941-792-4580	10%	N/A	YES	NO
Kencocot	Site Amenities	Miller Recreation 941-792-4580	10%	N/A	YES	NO

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Forestate Designs	Plastic Wooden Benches	Miller Recreation 941-792-4580	5%	N/A	YES	NO
Xccent Play	Playground Equip. and Site Amenities	Miller Recreation 942-792-4580	8%	25%	YES	YES
Forever Lawn	No Catalog Provided	Miller Recreation 941-792-4580	5%	26%	NO	NO
Shade Systems Inc.	Portable/Canvas Shade Systems	Miller Recreation 941-792-4580	5%	N/A	YES	NO
Bison Sports Group	Miscellaneous Sports Equipment	Miller Recreation 941-792-4580	5%	N/A	YES	NO
Union Land Inc.	Playground Equipment	Play It Safe Inc 877-748-9444	8%	30%	YES	YES
Webcoat	Site Amenities	Play It Safe Inc 877-748-9444	6%	34%	YES	YES
Ultra Play Inc.	Site Amenities	Play It Safe Inc 877-748-9444	6%	34%	YES	YES
RCP Shelters	Shelters	Play It Safe Inc 877-748-9444	7%	95%	YES	YES
RCP Shelters	Shelters	RCP Shelters 800-525-0207	15%	N/A	YES	YES
BSM/Collegiate Pacific	Miscellaneous Sports Equipment	Sports Supply Grp 800-445-9446	10%	Per Job Basis	YES	YES
US Games	Miscellaneous Sports Equipment	Sports Supply Grp 800-445-9446	10%	Per Job Basis	YES	YES
No Fault Sport Group LLC	Playground Surfacing	No Fault Sport Grp 225-215-7760	5%	Included in Price	YES	YES
Qitele Playgrounds LLC	Playground Equipment	Qitele Playgrounds 904-386-4747	10%	35%	YES	YES
Qitele Playgrounds LLC	Playground Equipment	Site Creations 904-386-4747	None	None	YES	YES
Landscape Brands	Miscellaneous Site Amenities	Site Creations 904-386-4747	5%	30%	YES	YES
Cedar Forest Products	Shelters/Gazebos/Bridges/Buildings	Site Creations 904-386-4747	5%	45-65%	YES	YES

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Thomas Steele	Miscellaneous Site Amenities	Site Creations 904-386-4747	5%	30%	YES	YES
Surface America	UNKNOWN	Site Creations 904-386-4747	5%	30%	NO	NO
Earthscapes	UNKNOWN	Site Creations 904-386-4747	5%	35%	NO	NO
FIDO PARK/LUCKY DOG	UNKNOWN	Site Creations 904-386-4747	5%	30%	NO	NO
SHADE	UNKNOWN	Site Creations 904-386-4747	5%	45%	NO	NO
All Star Bleachers	Bleachers and Grandstands	Site Creations 904-386-4747	5%	30-65%	YES	YES
Patterson Williams	Various Sports/Site Amenities	Site Creations 904-386-4747	5%	30-65%	YES	YES
Raindrop	UNKNOWN	Site Creations 904-386-4747	5%	30-65%	YES	YES
Ultra Coat/Play	Various Site Amenities	Site Creations 904-386-4747	5%	30%	YES	YES
Madrax	Bike Racks	Site Creations 904-386-4747	5%	30%	YES	YES
Kay Park	Miscellaneous Site Amenities	Site Creations 904-386-4747	5%	25-50%	YES	YES
Playground Mulch	Wood Mulch	Site Creations 904-386-4747	5%	\$10.00 per cu. yd. to install	NO	NO
Rubber Mulch	Rubber Mulch	Site Creations 904-386-4747	5%	\$10.00 per cu. yd. to install	NO	NO
Playland	Playground Equipment	Kool Playgrounds 407-891-8017	10%	35%	YES	YES
Progressive Design Playgrounds	Playground Equipment	Kool Playgrounds 407-891-8017	10%	35%	YES	YES

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Tri-Active Fitness	Fitness Equipment	Kool Playgrounds 407-891-8017	5%	30%	YES	YES
Sports Play	Playground Equipment	Kool Playgrounds 407-891-8017	10%	35%	YES	YES
SII Structures	Pavilions and Gazebos	Kool Playgrounds 407-891-8017	5%	75%	YES	NO
Superior Shade	Shade Structures	Kool Playgrounds 407-891-8017	5%	50%	YES	NO
Web Coat	Various Site Amenities	Kool Playgrounds 407-891-8017	5%	35%	YES	YES
Kay Park Recreation	Various Site Amenities	Kool Playgrounds 407-891-8017	10%	35%	YES	YES
Ultra Play	Various Site Amenities	Kool Playgrounds 407-891-8017	10%	35%	YES	NO
Kool Play Surfacing	Playground Surfacing	Kool Playgrounds 407-891-8017	10%	Included	YES	NO
Majestic Mulch	Playground Surfacing	Kool Playgrounds 407-891-8017	5%	Included	YES	NO
Zeager Playground Surfacing	Woodcraft Surfacing	Kool Playgrounds 407-891-8017	5%	Included	YES	NO
Landscape Structures	Playground Equipment	REP Services 407-831-9658	2%	40%	YES	YES
Porter Corp	Pavilion/Gazebo Structures	REP Services 407-831-9658	2%	53%	YES	YES
Shade Systems Inc	Shade Structures	REP Services 407-831-9658	2%	60%	YES	YES
DuMor Site Furnishings	Various Site Amenities	REP Services 407-831-9658	2%	40%	YES	YES
Landscape Brands	Various Site Amenities	REP Services 407-831-9658	2%	40%	YES	YES

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Sofsurfaces	Playground Surfacing	REP Services 407-831-9658	5%	33%	YES	YES
Forever Lawn	Artificial Grass	REP Services 407-831-9658	5%	Included	YES	YES
Robertson Industries	Playground Safety Surfacing	REP Services 407-831-9658	2%	Included	YES	YES
Irvine Wood Recovery	Wood Fiber Surfacing	REP Services 407-831-9658	5%	99%	YES	YES
Zeager	Loose Fill Wood Surfacing	REP Services 407-831-9658	5%	99%	YES	YES
BCI Burke LLC	Playground Equipment	Adv. Recreation 866-957-2355	5%	27%	YES	YES
Rainbow Turf Products	Playground Surfacing	Adv. Recreation 866-957-2355	5%	See Attachment A of proposal	YES	YES
Earthscapes Recycled Equip.	Playground Equipment	Adv. Recreation 866-957-2355	3%	29%	YES	YES
Sunports USA Shades	Shade Structures	Adv. Recreation 866-957-2355	5%	35%	YES	YES
Greenfield Sports	UNKNOWN	Adv. Recreation 866-957-2355	2%	Based Per Project	NO	NO
Raindrop Products	Interactive Water Play	Adv. Recreation 866-957-2355	3%	Based Per Project	YES	NO
Shade Systems	Shade Structures	Adv. Recreation 866-957-2355	5%	35%	YES	YES
Bison	Miscellaneous Sports Equip.	Adv. Recreation 866-957-2355	3%	35%	YES	NO
Superior Shade	Shade Structures	Adv. Recreation 866-957-2355	5%	35%	YES	NO
SK8 Parks Intl	Skate Boarding Parks	Adv. Recreation 866-957-2355	3%	15%	YES	NO

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Geosculpts Monolithic Dynamo	UNKNOWN	Adv. Recreation 866-957-2355	3%	26%	NO	NO
	UNKNOWN	Adv. Recreation 866-957-2355	5%	35%	NO	NO
Sports Play	Playground Equipment	Adv. Recreation 866-957-2355	3%	31%	YES	NO
Cedar Forest Products	Wooden Pavilions/Structures	Adv. Recreation 866-957-2355	3%	39%	YES	YES
Litchfield Shelters	Pavilions and Structures	Adv. Recreation 866-957-2355	5%	37%	YES	YES
Ball Fabrics	Shade Structures	Adv. Recreation 866-957-2355	5%	35%	YES	YES
Kay Park	Various Park Amenities	Adv. Recreation 866-957-2355	2%	35%	YES	YES
Web Coat Inc.	Tables and Benches	Adv. Recreation 866-957-2355	2%	35%	YES	YES
Ultra Play/Ultra Coat	Various Park Amenities	Adv. Recreation 866-957-2355	2%	35%	YES	NO
RCP Shelters	Pavilions/Shelters	Adv. Recreation 866-957-2355	5%	37%	YES	YES
Soft Play Artificial Turf	Artificial Turf	Adv. Recreation 866-957-2355	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN
Park Pets	Structures	Adv. Recreation 866-957-2355	2%	93% (1) 47% (2) 33% (3)	YES	YES
Air Shade America	Shade Structures	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Athletic Connection	Miscellaneous Sports Equipment	Bliss Products 1-800-248-2547	5%	25%	YES	YES
BRP	Park Benches and Amenities	Bliss Products 1-800-248-2547	8%	25%	YES	NO

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Childforms	Small Scale Playground Equip.	Bliss Products 1-800-248-2547	10%	35%	YES	YES
Childsafe	Playground Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Childworks	Small Scale Playground Equip.	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Com-Pac Filtration	Water Play Structures	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Dura Net	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Fibar	Wood Surfacing	Bliss Products 1-800-248-2547	10%	Priced Per Job	NO	NO
Forte	Playground Borders	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	YES
Gared Sports	Miscellaneous Park Equipment	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	NO
G T Grandstands	Bleachers	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	YES
Icon Shelters	Pavilions/Shelters	Bliss Products 1-800-248-2547	10%	35%	YES	NO
Jay Hawk Plastics	Miscellaneous Park Equipment	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	YES
Jay Pro	Miscellaneous Sports Equipment	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	NO
Ken Coat	Plastic Site Amenities	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	NO
KOMPAN	Playground Equipment	Bliss Products 1-800-248-2547	5%	35%	YES	YES
Murdock Fountains	Fountains	Bliss Products 1-800-248-2547	10%	Priced Per Job	NO	NO

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Nova Sports U.S.A	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Outback Shelters	Shelters	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	YES
Play & Park Structures	Playground Equipment	Bliss Products 1-800-248-2547	10%	35%	YES	YES
Playsafer	Play Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	YES
Pro Mats	Play Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Rubber Wholesalers	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Shaw Industries	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Sof Surfaces	Playground Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Spiral Court King	Basketball Goals	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Spohn Ranch/Tru Ride Skate Parks	Skate Parks	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Sportsplay	Miscellaneous Playground Equip	Bliss Products 1-800-248-2547	10%	35%	YES	YES
Terra Pad	Playground Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Ultra Play/Ultra Coat	Park Furniture	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	YES
Waterworks	Interactive Water Parks	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Webcoat	Various Site Amenities	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	YES

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Wood Mulch Products	Wood Mulch	Bliss Products 1-800-248-2547	10%	Priced Per Job	NO	NO
The Dog Pollution	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Playscape H 2 0	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Nicros Boulders	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Sand Lock Sandbox	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Musco Sports Lighting	Sports Lighting	M. Gay Const. 904-714-4001	Priced Per Project - Per Sport	Priced Per Project - Per Sport	YES	YES
Musco Sports Lighting	Sports Lighting	Musco Sports 800-756-1205	Priced Per Project - Per Sport	Priced Per Project - Per Sport	YES	YES



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	June 23, 2010		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>	X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1st Reading</b>		<b>2nd Reading</b>	
		X	<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Sponsor Name</b>	Sonja K. Dickens Danny O. Crew		<b>Departments:</b>	City Attorney and City Manager			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE APPROVAL OF A SETTLEMENT IN THE LITIGATION MATTER BETWEEN CITY OF MIAMI GARDENS VS. FIRST SEALORD SURETY, INC. AND GROUP II, INC.; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY TO FINALIZE THE SETTLEMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Summary:**

On January 21, 2009, the City of Miami Gardens filed a lawsuit against First Sealord and Group II, Inc. on the basis that Group II, Inc. attempted to renege on a bid for a City project. The complaint was filed against Group II, Inc. and First Sealord Surety, Inc. (surety for Group II, Inc.).

The basis of the lawsuit is the City's claim that Group II reneged on the bid, and as a result it has to tender a bid bond to the City. Group II asserts that it was entitled to rescind the bid because they made a "good faith calculation error" in the preparation of the bid form, and that its actions were not a result of willful inaction or gross negligence.

**ITEM J-5) CONSENT AGENDA  
RESOLUTION  
Settlement with First Sealord Surety, Inc  
and Group II, Inc.**

The parties have attempted to resolve this matter over the past year and even attended mediation. Group II, Inc. and First Sealord Surety, Inc. have offered Fifteen Thousand Dollars (\$15,000.00) to resolve this matter. The City Attorney and City Manager are both recommending settlement of this matter in light of the potential litigation costs of taking this matter to trial and the fact that the City is not guaranteed to recover any money. The amount offered will cover the City's fees and costs incurred to date and also include an amount for damages.

**Proposed Action:**

The City Manager and the City Attorney recommend that the City Council approve this Resolution.

**Attachment:**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE APPROVAL OF A SETTLEMENT IN THE LITIGATION MATTER OF CITY OF MIAMI GARDENS VS. FIRST SEALORD SURETY, INC. AND GROUP II, INC.; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY TO FINALIZE THE SETTLEMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 21, 2009, City of Miami Gardens filed a lawsuit against First Sealord Surety, Inc. and Group II, Inc., and

WHEREAS, the basis of the City's Complaint was that Group II, Inc. attempted to renege on a bid for a project and the City wanted Group II, Inc. to pay a bid bond to the City for Group II, Inc.'s actions, and

WHEREAS, the parties have attempted to resolve this matter over the past year, and

WHEREAS, Group II Surety has offered the amount of Fifteen Thousand Dollars (\$15,000.00) to resolve this matter, and

WHEREAS, the City Attorney and City Manager are both recommending settlement of this matter in light of the potential litigation costs of taking this matter to trial and the fact that the City is not guaranteed the recovery of any money,

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



1 MOVED BY: \_\_\_\_\_

2

3

4

5 **VOTE:** \_\_\_\_\_

6

7

8 Mayor Shirley Gibson                   \_\_\_(Yes)   \_\_\_(No)

9 Vice Mayor Aaron Campbell, Jr.       \_\_\_(Yes)   \_\_\_(No)

10 Councilman Melvin L. Bratton         \_\_\_(Yes)   \_\_\_(No)

11 Councilman Oliver Gilbert, III       \_\_\_(Yes)   \_\_\_(No)

12 Councilwoman Barbara Watson       \_\_\_(Yes)   \_\_\_(No)

13 Councilwoman Sharon Pritchett      \_\_\_(Yes)   \_\_\_(No)

14 Councilman André Williams          \_\_\_(Yes)   \_\_\_(No)

15

16

17



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	June 23, 2010		<b>Item Type:</b>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b>	Yes	No	<b>Ordinance Reading:</b>	<b>1st Reading</b>		<b>2nd Reading</b>	
	X			<b>Public Hearing:</b>	Yes	No	Yes
<b>Funding Source:</b>	Urban Area Security Initiative Grant & Stormwater Fund		<b>Advertising Requirement:</b>		Yes	No	
	X			X			
<b>Contract/P.O. Required:</b>	Yes	No	<b>RFP/RFQ/Bid #:</b>	ITB#09-10-042(A) Emergency Advisory Radio System			
	X						
<b>Sponsor Name</b>	Dr. Danny Crew, City Manager		<b>Department:</b>	Public Works Department			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MILLER ELECTRIC COMPANY FOR THE PURCHASE AND INSTALLATION OF AN EMERGENCY ADVISORY RADIO SYSTEM, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINE THOUSAND, SEVEN HUNDRED FORTY-THREE HUNDRED DOLLARS (\$209,743.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

**Staff Summary:**

The City of Miami Gardens has received funding from the Department of Homeland Security (DHS) as part of the Urban Area Security Initiative (UASI) Grant Program. The City has received funding from this program since 2006 for purchases related to enhancing the security and responses related natural and man-made disasters. For fiscal year 2009, the City is receiving \$176,272.00 under this program for the purchase of an emergency advisory radio system. This radio system will provide emergency information to the citizens of Miami Gardens during times of emergencies, disasters or other special situations. This allocation has been approved by the DHS and the Fort Lauderdale UASI Working Group. Since the radio system will also broadcasting information about any flooding issues in the community, the stormwater fund will provide additional funding of \$33,471.00 for the installation of the system:

**ITEM J-6) CONSENT AGENDA  
RESOLUTION  
P.O. to Tomiller Electric Company**

City staff prepared specifications for the purchase and installation of a “turn-key” system. Bid #09-10-042(A) was posted and a broadcast notice was sent to 821 vendors on March 24, 2010. Eleven bid packages were requested. The bids were opened on April 29, 2010. Two bids were received and publicity read. The optional equipment (Flashing Alert Road Sign Sys.) part of the bid will not be implemented because of budget constraints. This equipment can be added at a later date.

Bids were evaluated for compliance with the specifications and their ability to perform the work. The apparent low bidder is Miller Electric Company, located in Jacksonville; FL. Staff checked references of the apparent low bidder for past performances and insurances. All of the references were very favorable and insurance is sufficient. A copy of the proposal document and submittals are available at the desk of the Assistant to the Mayor and Council’s Office for review.

**Proposed Action:**

That City Council approve the attached resolution.

**Attachment:**

The tabulation sheet is attached as Exhibit “A”

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MILLER ELECTRIC COMPANY FOR AN EMERGENCY ADVISORY RADIO SYSTEM, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINE THOUSAND, SEVEN HUNDRED FORTY-THREE HUNDRED DOLLARS (\$209,743.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has received funding from the Department of Homeland Security (“DHS”) as part of the Urban Area Security Initiative (“UASI”) Grant Program, and

WHEREAS, the purpose of the Program is to fund enhancement to security and responses for national and man-made disasters, and

WHEREAS, in Fiscal Year 2009-2010, the City is to receive One Hundred Seventy-Six Thousand, Two Hundred Seventy-Two Dollars (\$176,272.00) for the purchase of an emergency advisory radio system, and

WHEREAS, the system will provide emergency information to the citizens of Miami Gardens during emergency situations, and

WHEREAS, the allocation has been approved by DHS and the Fort Lauderdale UASI Working Group, of which the City of Miami Gardens is a part, and

WHEREAS, the system will be utilized for broadcasting special situations including flooding issues in the community, as and such, the stormwater fund will provide additional funding in the amount of Thirty-Three Thousand, Four Hundred Seventy-One Dollars (\$33,471.00), and

1           WHEREAS, City staff prepared specifications for the purchase and installation of  
2 the radio system, in accordance with Bid #09-10-042(A), which was posted on March  
3 24, 2010, and

4           WHEREAS, two (2) bids were received and publically read, and

5           WHEREAS, the bids were evaluated for compliance with the specifications and  
6 the contractor's ability to perform the work, and

7           WHEREAS, the apparent low bidder is Miller Electric Company,

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

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

13           Section 2.   AUTHORIZATION: The City Council of the City of Miami Gardens  
14 hereby authorizes the City Manager and the City Clerk to issue a purchase order to  
15 Miller Electric Company for the purchase and installation of an emergency advisory  
16 radio system, in an amount not to exceed Two Hundred Nine Thousand, Seven  
17 Hundred Forty-Three Hundred Dollars (\$209,743.00).

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

20 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS  
21 AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2010.

22

23

24

25

\_\_\_\_\_  
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

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**  
 1515 N.W. 167<sup>th</sup> Street: Bldg. 5 Suite 200  
 Miami Gardens, Florida 33169

**Procurement Department**

**Tabulation Sheet**  
**ITB#09-10-050 EMERGENCY ADVISORY RADIO SYSTEM**  
**April 29, 2010**

**Company: Systems Integration & Maintenance, Inc. Miami, FL**

Item	Description	Qty	Total		
1	Mobilization / Demobilization	LS	\$13,125.00		
2	Complete Engineering Services	LS	\$60,928.75		
3	Installation Site Survey	LS	\$7,225.00		
4	Installation of System	LS	\$43,243.75		
4	FCC Application	LS	\$1,875.00		
5	Testing & Tuning of System	LS	\$2,531.25		
<b>SUB-TOTAL</b>			\$128,928.75		
	Description	Make & Model	Unit Price	Qty	Total
7	Workstation EOC		No unit price submitted	No qty. submitted	\$4,631.25
8	Transmitter				\$77,725.00
9	UPS				\$6,750.00
10	Backup Battery				\$6,450.00
11	Remote Control System				\$5,187.50
12	Antenna				\$8,687.50
<b>SUB-TOTAL</b>					\$109,431.25
<b>TOTAL CONTRACT Dollars</b>					\$238,360.00

	Optional Equipment	Make & Model	Unit-Price	Qty	Total
1A	Flashing Alert Road Sign Sys.		No unit price submitted	No qty. submitted	\$239,500.00
2A	Workstation Audio Control				\$2,562.50
3A	Broadcast Management Software Package				\$33,953.75
<b>SUB-TOTAL</b>					\$275,656.25
<b>TOTAL OPTIONS &amp; TOTAL BID Dollars</b>					\$514,016.25



**City of Miami Gardens**  
 1515 N.W. 167<sup>th</sup> Street: Bldg. 5 Suite 200  
 Miami Gardens, Florida 33169

**Procurement Department**

**Tabulation Sheet**  
**ITB#09-10-050 EMERGENCY ADVISORY RADIO SYSTEM**  
**April 29, 2010**

**Company: Miller Electric Company, Jacksonville, FL**

Item	Description	Qty	Total		
1	Mobilization / Demobilization	LS	\$7,500.00		
2	Complete Engineering Services	LS	\$36,775.00		
3	Installation Site Survey	LS	\$4,925.00		
4	Installation of System	LS	\$48,142.00		
4	FCC Application	LS	\$605.00		
5	Testing & Tuning of System	LS	\$5,750.00		
<b>SUB-TOTAL</b>			\$103,697.00		
	Description	Make & Model	Unit Price	Qty	Total
7	Workstation EOC	Platinum Sys: DR2000 WOR station	\$2,536.00	1	\$2,536.00
8	Transmitter	HiWay Max: DR360-HAR-AC-SPE	\$31,730.00	2	\$63,460.00
9	UPS	Black Max: DRPSM1	\$1,555.00	2	\$3,110.00
10	Backup Battery	HiWay Max Dual Battery	\$2,970.00	2	\$5,940.00
11	Remote Control System	Tellular: Telular-System	\$23,000.00	1	\$23,000.00
12	Antenna	Triad Antenna: NT-Highband Kit	\$4,000.00	2	\$8,000.00
<b>SUB-TOTAL</b>					\$106,046.00
<b>TOTAL CONTRACT</b>					\$209,743.00
<b>Dollars</b>					

	Optional Equipment	Make & Model	Unit-Price	Qty	Total
1A	Flashing Alert Road Sign Sys.	HAR Flashing Beacon System	\$27,595.00	1	\$27,595.00
2A	Workstation Audio Control	DR2000 Platinum Audio	\$2,360.00	1	\$2,360.00
3A	Broadcast Management Software Package	DR2000 Platinum Software	\$30,910.00	1	\$30,910.00
<b>SUB-TOTAL</b>					\$60,865.00
<b>TOTAL OPTIONS &amp; TOTAL BID</b>					\$270,608.00
<b>Dollars</b>					



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	<i>June 23, 2010</i>		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	Yes	No	Yes
<b>Funding Source:</b>	<b>General Fund - Police Department</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>				
		X					
<b>Sponsor Name</b>	<b>Dr. Danny Crew, City Manager</b>		<b>Department:</b>	<b>Police Department</b>			

**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 ADDENDUM TO THE SERVICE AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC., ATTACHED HERETO IN SUBSTANTIAL FORM AS EXHIBIT "A," FOR THE INSTALLATION AND SERVICING OF RED LIGHT CAMERAS AND ACCESSORIES IN CONNECTION WITH THE CITY'S RED LIGHT CAMERA PROGRAM; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

On November 14, 2007, the City Council Adopted Ordinance No. 2007-26-132 entitled Dangerous Intersections that provided for the enforcement of red light violations using traffic infraction detectors. Subsequently, the City entered into a contract with American Traffic Solutions (ATS) to provide services in connection with the enforcement of the Dangerous Intersections Ordinance.

In May of this year, the Governor signed into law HB 325, which significantly changed the method under which Red light Camera Violations are enforced in the State of Florida. These changes also regulate the way that third party vendors (i.e. ATS) may be compensated by State and local governments who chose

**ITEM J-7) CONSENT AGENDA  
RESOLUTION  
Addendum to the Service Agreement w/  
American Traffic Solutions**

to use an outside vendor to enforce red light camera violations. In light of these statutory changes, it is necessary for the City to revise the original contract with ATS. The substantive changes are as follows:

- Previously, the compensation structure was based on a per violation split in the fine amount (\$125.00); the City retained \$85.00 and ATS retained \$40.00 per ticket. Under the addendum, the City will now pay a flat fee of \$7,550.00 per month, per camera for ATS's services.
- The City will also pay a mail-processing surcharge of \$4 per piece of certified mail, which is now a statutory requirement when the violation is unpaid after 30 days and the City must issue a Uniform Traffic Citation.

## Process Changes Summary

- ATS will issue Notice of violation; if that violation is not paid they will issue an Uniform Traffic Citation and forward that citation to the Clerk of Courts for processing.
- Under the new law, the Clerk of Courts will be responsible for all due process requirements.
- ATS will be responsible for completing all State mandated reporting requirements.

### **Proposed Action:**

That the City Council approve the attached resolution authorizing the City Manager and the City Attorney to negotiate and to execute an addendum to the American Traffic Solutions service agreement in substantial form.

### **Attachment:**

Attachment A - Agreement

RESOLUTION No. 2010-

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14

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 ADDENDUM TO THE SERVICE AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC., ATTACHED HERETO IN SUBSTANTIAL FORM AS EXHIBIT "A," FOR THE INSTALLATION AND SERVICING OF RED LIGHT CAMERAS AND ACCESSORIES IN CONNECTION WITH THE CITY'S RED LIGHT CAMERA PROGRAM; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

15  
16

WHEREAS, the City entered into an Agreement with American Traffic Solutions, Inc. ("ATS") on December 12, 2007, and

17  
18  
19  
20

WHEREAS, in light of the current amendment to the Statutes governing Red Light Camera Program, it is necessary for the Parties to amend the existing Agreement, and

21  
22

WHEREAS, the City Manager is recommending that the City Council authorize an amendment to the existing Agreement with ATS,

23  
24

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

25  
26  
27

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.

28  
29  
30

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and the City Clerk to Execute and attest, respectively, that certain Addendum to the Service Agreement with American Traffic

1 Solutions, Inc., attached hereto in substantial form as Exhibit "A," for the installation and  
2 servicing of red light cameras and accessories in connection with the City's Red Light  
3 Camera Program.

4 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby  
5 authorized to obtain two (2) fully executed copies of the subject Amendment with  
6 American Traffic Solutions, Inc., with one (1) to be maintained by the City, and one to be  
7 delivered to American Traffic Solutions, Inc.

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 Mayor Shirley Gibson

\_\_\_(Yes) \_\_\_(No)

5 Vice Mayor Aaron Campbell, Jr.

\_\_\_(Yes) \_\_\_(No)

6 Councilman Melvin L. Bratton

\_\_\_(Yes) \_\_\_(No)

7 Councilman Oliver Gilbert, III

\_\_\_(Yes) \_\_\_(No)

8 Councilwoman Barbara Watson

\_\_\_(Yes) \_\_\_(No)

9 Councilwoman Sharon Pritchett

\_\_\_(Yes) \_\_\_(No)

10 Councilman André Williams

\_\_\_(Yes) \_\_\_(No)

11

12

13



## **AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND AMERICAN TRAFFIC SOLUTIONS**

This Amendment No. 1 (the "Amendment") to the Professional Services Agreement between the City of Miami Gardens and American Traffic Solutions, Inc. (the "Agreement") dated as of December 12, 2007 is made and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the City of Miami Gardens, Florida, a municipal corporation (herein "Customer" or "City") and American Traffic Solutions, Inc. (herein "ATS" or "Contractor").

### **Recitals**

WHEREAS, on or about November 14, 2007, the City adopted Ordinance No. 2007-26-132, which provides for the enforcement of red light violations using traffic infraction detectors (the "Ordinance"); and

WHEREAS, on or about December 12, 2007, the City and Contractor entered into the Agreement, whereby the City and Contractor agreed to the provision by Contractor of services to the City in connection with the enforcement of the Ordinance, subject to the terms and conditions stated in the Agreement; and

WHEREAS, the Agreement provides that "the parties hereby agree to that certain Professional Services Agreement attached hereto as Exhibit 'A' plus all Exhibits," subject to certain amendments to said Exhibit "A" made in the Agreement, such Professional Services Agreement being referred to herein as the "PSA"; and

WHEREAS, on or about April 22, 2010, the City and Contractor entered into that certain Agreement Regarding Allocation of Costs and Responsibilities in Connection with Resolution of Claims by AS Ventures, Inc. (the "Costs Agreement"), which modified the Agreement in limited respects and provided for certain payments between the City and Contractor; and

WHEREAS, on or about May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the Law of Florida 2010-80 taking effect on July 1, 2010; and

WHEREAS, Law of Florida 2010-80 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes, subject to certain requirements; and

WHEREAS, the City has amended Ordinance No. 2007-26-132 to enforce red light violations using traffic infraction detectors in accord with the provisions of Law of Florida 2010-80; and

WHEREAS, the City and Contractor wish to amend and modify the Agreement to align the provision of services by Contractor with the provisions and requirements of Law of Florida 2010-80;

## Terms and Conditions

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree that the Agreement shall be and hereby is amended and modified on the terms provided herein:

**1. Recitals.** The preceding recitals are true and correct and are incorporated into this Amendment by reference.

**2. Deletion of Certain Provisions of Agreement.** Paragraphs 2, 3, 10, and 11 of the Agreement are hereby deleted.

**3. Definitions.** Except as otherwise specified herein, all capitalized terms used in this Amendment shall have the meanings given to them in the Agreement and the PSA. Section 1 of the PSA is amended as follows:

(a) The definition of "Citation" is deleted.

(b) The definition of "Violation" is deleted and replaced with the following:

**"Violation"** means a violation of Section 316.074(1) or 316.075(1)(c)1 of the Florida Statutes, as may be amended or recodified from time to time.

(c) The following definitions are added:

**"Notice of Violation"** means a written notice of a Violation or equivalent instrument issued by or on behalf of Customer relating to a Violation documented or evidenced by a Camera System.

**"Traffic Infraction Enforcement Officer"** means an employee of Customer's police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes, as may be amended or recodified from time to time.

**"Uniform Traffic Citation"** means a uniform traffic citation as described in Section 316.650 of the Florida Statutes, as may be amended or recodified from time to time.

**4. Termination.** Section 4.c.iii) of the Agreement is deleted and replaced with the following:

- iii) For legal reasons, by either party in the event that state legislation or a decision by a court of competent jurisdiction against a party prohibits the enforcement of Violations using image-capture technology. In any termination for legal reasons, ATS shall be entitled to recover from Customer all of ATS's costs associated with its performance under this Agreement from the date of its execution to the date of its termination to the extent that ATS has not already recovered the sum of those costs through Customer's payment of Fees to ATS pursuant to Section 6 and Exhibit A, Schedule 1 to this Agreement.

**5. Fees And Payment.** Section 6 of the Agreement will now include this wording as follows:

**Flexible Payment Plan.** During the term of the contract, payments by the Customer may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan, the Customer may defer certain payments to ATS until the Customer has collected sufficient funds pursuant to the terms of the contract. If, at the end of the term of the contract, sufficient funds have not been collected by the Customer to pay the balance then due to ATS, ATS agrees to waive its right to recovery of any outstanding balance. For purposes of this clause, the term "funds" means the revenue retained by the Customer according to the distribution methods applicable under this contract and applicable state law.

This clause will be applied as follows:

ATS will maintain an accounting of any net balances owed to ATS. If the amount collected during a billing period exceeds the amount of ATS invoices during the same period, the Customer shall pay ATS the total amount due. If the amount collected during a billing period is less than the amount of ATS invoices during the same period, the Customer shall pay ATS the amount collected, and may defer payment of the remaining balance. Payments due to ATS shall be reconciled by applying future funds collected, first to the accrued balance, and then to the invoice for the current billing period. At any time that ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected during that billing period. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices.

**6. No Agency.** Section 19 of the Agreement is deleted and replaced as follows:

ATS is an independent contractor providing services to Customer and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents or servants of Customer. Except as specifically

provided herein, this Agreement is not intended to create an agency relationship between ATS and Customer.

**7. Scope of Work.** Exhibit A to the PSA is deleted and replaced with Exhibit A to this Amendment.

**8. Service Fee Schedule.** Schedule 1 to the PSA is deleted and replaced with Schedule 1 to this Amendment.

**9. Effect of Amendment on Agreement.** Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement and the PSA shall remain in full force and effect. In the event of a conflict between the terms of this Amendment, the Agreement, or the PSA, the terms of this Amendment shall prevail and control.

**10. Entire Agreement.** The provisions of this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any Party to another, whether in writing or orally, concerning the subject matter of this Amendment are merged into this Amendment. Except as modified by this Amendment, the terms of the Agreement, the PSA, and the Costs Agreement shall continue in full force and effect.

**11. Counterpart Execution.** This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

[Remainder of Page Intentionally Left Blank.]



## EXHIBIT A SCOPE OF WORK

### I. ATS SCOPE OF WORK

#### 1.2 ATS IMPLEMENTATION

- 1.2.1 ATS agrees to provide a turnkey solution for Camera Systems to Customer wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except for those items identified in Section 2 titled "Customer Scope Of Work". ATS and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the Customer, unless otherwise specified, Customer shall not charge ATS for the cost. All other in-scope work, external to Customer, is the responsibility of ATS.
- 1.2.2 ATS agrees to make every effort to adhere to the Project Time Line outlined in Schedule 4.
- 1.2.3 ATS will assist Customer with video evaluation of candidate sites using the Axis VIMS system.
- 1.2.4 ATS will install Camera Systems at a number of intersections or grade crossing approaches to be agreed upon between ATS and Customer after completion of site analyses to be entered into Schedule 5. In addition to the initial locations, the parties may agree from time to time, by additional Work Order(s), to add to the quantities and locations where Camera Systems are installed and maintained.
- 1.2.5 ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 ATS's in-house marketing department will assist Customer with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, ATS may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to ATS.
- 1.2.7 ATS agrees to provide a secure web site ([www.violationinfo.com](http://www.violationinfo.com)) accessible to Owners who have received Notices of Violation or Uniform Traffic Citations by means of a Notice # and PIN, which will allow violation image and video viewing.
- 1.2.8 Customer and ATS will complete the Project Business Process Work Flow design within thirty (30) days of contract signature; the parties to this agreement will use the drafts included on Schedules 2 and 3 as the basis for the final workflow design.
- 1.2.9 ATS normally shall provide technician site visits to each Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspections and maintenance.
- 1.2.10 ATS shall repair a non-functional Camera System within seventy-two (72) business hours of determination of a malfunction.

- 1.2.11 ATS shall repair the Axis VPS System within one (1) business day from the time of the outage. Outages of Customer internet connections or infrastructure are excluded from this service level.
- 1.2.12 For any city using ATS lockbox or epayment services, ATS will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at U.S. Bank. All funds collected on behalf of customer will be deposited in this account and transferred by wire the first business day of each week to Customer's primary deposit bank. Customer will identify the account to receive funds from U.S. Bank. Customer shall sign a W-9 and blocked account agreement, to be completed by Customer, to ensure Customer's financial interest in said U.S. Bank account is preserved.

### 1.3 ATS OPERATIONS

- 1.3.1 As the party responsible for initial contact with the red light violator, ATS shall provide Customer with an automated web-based citation processing system (Axis VPS) including image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Owner within the statutory period. Mailings to Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included according to each pricing option.
- 1.3.2 ATS shall act as Customer's agent for the limited purpose of making an initial determination of whether Recorded Images should be forwarded to the Traffic Infraction Enforcement Officer to determine whether a Violation has occurred and shall not forward for processing those Recorded Images that clearly fail to establish the occurrence of a Violation.
- 1.3.3 Text only reminder notices may be delivered by first class or other mail means for additional compensation to ATS as agreed by the parties in Schedule 1.
- 1.3.4 Upon expiration of the due date of the Notice of Violation, Axis VPS shall issue a Uniform Traffic Citation, which shall be delivered by certified mail to the Owner within the statutory period. The issuance of the Uniform Traffic Citation shall be based on the Traffic Infraction Enforcement Officer's approval, as provided in Section 2.4 of this Exhibit A, of the Notice of Violation.
- 1.3.5 ATS shall make available a form of affidavit, approved by Customer, to be used by an Owner who wishes to establish the existence of an exemption to a Notice of Violation or Uniform Traffic Citation as provided in Section 316.0083(1)(d)1 of the Florida Statutes, as may be amended or recodified from time to time.
- 1.3.6 Axis VPS shall apply an electronic signature to a Notice of Violation or Uniform Traffic Citation, when authorized to do so by an approving Traffic Infraction Enforcement Officer.
- 1.3.7 ATS shall obtain in-state vehicle registration information necessary to issue Notices of Violation and Uniform Traffic Citations assuming that it is named as Customer's agent and the State provides the registration data at no cost.
- 1.3.8 ATS shall seek records from out-of-state vehicle registration databases and apply records found to issue Notices of Violation and Uniform Traffic Citations for Customer according to each pricing option.

- 1.3.9 If Customer is unable to or does not desire to integrate ATS data into its adjudication system, ATS shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence and other related information required to adjudicate the disputed Uniform Traffic Citation. The system will also enable the adjudication staff to accept and account for payments. Any costs to integrate ATS's system to the adjudication computer system shall be borne by Customer. ATS may agree to cover these up front costs and recover the costs in addition to its normal fees.
- 1.3.10 ATS shall provide to the Customer access to the Axis VPS™ System, which provides the Customer with the ability to run and print standard system reports.
- 1.3.11 If required by the court or prosecutor, ATS shall provide the Customer with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis™ System until judicial notice is taken.
- 1.3.12 In those instances where damage to a Camera System or sensors is caused by negligence on the part of Customer or its authorized agent(s), ATS will provide Customer an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.13 ATS shall provide a help line to help Customer resolve any problems encountered regarding its Red Light Camera System and/or citation processing. The help line shall function during normal business hours.
- 1.3.14 As part of its turnkey system, ATS shall provide Owners with the ability to view recorded images of Violations involving their motor vehicles online. This online viewing system shall include a link to the ATS payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes, as may be amended or recodified from time to time. Online-obtained affidavits submitted in response to a Notice of Violation or Uniform Traffic Citations shall be directed to and processed by ATS and communicated to Customer via the Axis System.

## II. **CUSTOMER SCOPE OF WORK**

### 2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within seven (7) business days of contract execution, Customer shall provide ATS with the name and contact information for a project manager with authority to coordinate Customer responsibilities under the Agreement.
- 2.2.2 Within seven (7) business days of execution of Amendment No. 1 to the Agreement, Customer shall provide ATS with the name and contact information for a Uniform Traffic Citation manager responsible for oversight of all Uniform Traffic Citation-related program requirements.
- 2.2.3 Within seven (7) business days of execution of Amendment No. 1 to the Agreement, Customer shall provide ATS with the name(s), contact information, and electronic signature(s) of all Traffic Infraction Enforcement Officers authorized by Customer's police or sheriff's department to approve and issue Notices of Violation and Uniform Traffic Citations.

- 2.2.4 Customer shall establish a method by which an Owner who has received a Notice of Violation or a Uniform Traffic Citation may review the images and video evidencing the Violation at [www.violationinfo.com](http://www.violationinfo.com) free of charge. This may be at a publicly available terminal at a Customer facility or by appointment with the Uniform Traffic Citation manager.
- 2.2.5 Customer shall make every effort to adhere to the Project Implementation Timeline outlined in Schedule 4.
- 2.2.6 Customer shall, on a form provided by ATS, provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that ATS is acting as an Agent of Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.7 Customer and ATS shall complete the Project Business Process Work Flow design within thirty (30) calendar days of contract signature, using the drafts included on Schedules 2 and 3 as the basis for final workflow design.

## 2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.3.1 Customer shall execute a right of way agreement or amendment to allow installation of red light cameras on state roads within thirty (30) days of contract execution.
- 2.3.2 If Customer chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.3.3 Customer will design, fabricate, install and maintain red light camera warning signs. If Customer cannot provide such signage, ATS will do so and charge the costs to Customer.
- 2.3.4 Customer shall provide access to traffic signal phase connections according to approved design.
- 2.3.5 Customer shall allow ATS to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabined nearest to each Camera System within Customer's jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by ATS and ATS shall recover such added costs out of collected revenue in addition to its normal fees.
- 2.3.6 Customer shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall be overseen and approved by an ATS PE and such deliverable shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.3.7 Customer shall approve or reject ATS submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.
- 2.3.8 Customer shall not charge ATS or its subcontractor for building, constructions, street use and/or pole attachments.

## 2.4 POLICE DEPARTMENT OPERATIONS

- 2.4.1 Customer's Traffic Infraction Enforcement Officer(s) shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axisis to determine which violations will be issued as Notices of Violation.
- 2.4.2 Within seven (7) days of the execution of Amendment No. 1 to the Agreement, Customer shall provide ATS with a form of Uniform Traffic Citation that complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications may be necessary to enable use with ATS's systems.
- 2.4.3 If an owner who receives a Notice of Violation fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a Uniform Traffic Citation will automatically occur based on the prior Traffic Infraction Enforcement Officer approval of the Notice of Violation.
- 2.4.4 Customer shall provide ATS with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with ATS's processes.
- 2.4.5 Police Department workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.6 For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 Customer shall provide signatures of all authorized Traffic Infraction Enforcement Officers who will review events and approve issuance of Notices of Violation and Uniform Traffic Citations on forms provided by ATS.

## 2.5 COURT OPERATIONS

- 2.5.1 If Customer does not provide check payment processing, Customer shall use ATS payment processing services. The fees for lockbox and epayment services are presented on Schedule 1.
- 2.5.2 Customer shall provide a judge or hearing officer and adjudication facilities to schedule and hear disputed Uniform Traffic Citations.
- 2.5.3 Customer or the adjudication system shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. Customer may refer citizens with questions regarding ATS or Axisis technology and processes to websites and/or toll free telephone numbers provided by ATS for that purpose.
- 2.5.4 Any potential, one time, direct costs (including ATS's costs) to ATS to develop an interface between the adjudication system will be initially paid by ATS and any such cost will be reimbursed to ATS from collected revenues from the program once available.

## 2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the ATS Axisis VPS System is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall

coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

- 2.6.2 If Customer-owned telecommunications lines or WiFi networks are present at or near the site, and if feasible to share such existing bandwidth, ATS shall be allowed to use such infrastructure for data transmission. ATS shall work with Customer's IT department to ensure that Customer security protocols are maintained.

## SCHEDULE 1 SERVICE FEE SCHEDULE

1.0	Description of Pricing	Fee
	Fees are based on per Camera and are as follows:	
	Flat Fee per Camera per Month, plus certified mail processing surcharge of \$4 per piece metered (no return receipt)	<del>\$8,000</del> <u>7,550.00</u>

If Customer violations should decline by 40%, Customer and ATS, in good faith will renegotiate Service Fee Schedule.

**Service Fees Include:** Fee includes all costs required and associated with camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, mailing of Notice of Violation in color with return envelope, lockbox and epayment processing services, call center support for general program questions and public awareness program support.

2.0 **Collection Services:** ATS will initiate collection efforts of delinquent notices upon written request by Customer. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to our Fees noted above.

Pre-Collection Letters	10% of Recovered Revenue
Delinquent Collections Services	30% of Recovered Revenue

3.0 **Optional Annual Training Conference:** ATS provides a comprehensive user training conference for active photo traffic safety and enforcement clients. The conference's main focus is Training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The *Annual User Conference* will be held in Phoenix Metro area. **Customer** shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.

***Pricing valid through June 30, 2010.***



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	June 24, 2010		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				x			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		xx		<b>Public Hearing:</b> <i>(Enter X in box)</i>	Yes	No	Yes
<b>Funding Source:</b>	n/a		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
					x		
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Sponsor Name</b>	Danny Crew, City Manager		<b>Department:</b>	City Manager			

**Short Title:**

A RESOLUTION OF THE CITY OF MIAMI GARDENS, FLORIDA DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE ITSELF FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS AND/OR TAXABLE OBLIGATIONS FOR CERTAIN CAPITAL EXPENDITURES MADE AND TO BE MADE BY THE CITY WITH RESPECT TO THE ACQUISITION AND IMPROVEMENT OF LAND AND THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A NEW TOWN CENTER FACILITY THEREON CONTAINING A CITY HALL, POLICE STATION AND PARKING GARAGE; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

The attached Resolution is required by the Internal Revenue Service in order for the City to reimburse the appropriate City Fund for any expenditure made after the adoption of this resolution but before a bond is issued. This resolution is valid for eighteen months and constitutes no obligation on behalf of the City. This is the fourth of these we have executed since we became a City. This one replaces one earlier last year now that we have more specifics on the City Hall financing.

**ITEM J-8) CONSENT AGENDA  
RESOLUTION  
Bond Reimbursement Resolution**

## Proposed Action

It is recommended that the City Council adopt the bond reimbursement resolution.

## Attachment:

None

RESOLUTION NO. 2010-\_\_\_\_\_

A RESOLUTION OF THE CITY OF MIAMI GARDENS, FLORIDA DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE ITSELF FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS AND/OR TAXABLE OBLIGATIONS FOR CERTAIN CAPITAL EXPENDITURES MADE AND TO BE MADE BY THE CITY WITH RESPECT TO THE ACQUISITION AND IMPROVEMENT OF LAND AND THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A NEW TOWN CENTER FACILITY THEREON CONTAINING A CITY HALL, POLICE STATION AND PARKING GARAGE; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in connection with the acquisition and improvement of land and the acquisition, construction, improvement and equipping of a new town center facility thereon containing a city hall, police station and parking garage (the "Project"), the City expects to incur expenses for which the City will advance internal funds legally available for such purpose, and

WHEREAS, the City intends to reimburse itself for all or a portion of such expenses from the proceeds of tax-exempt obligations and/or taxable obligations (herein referred to collectively as the "Obligations") to be incurred by the City, and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code") and applicable regulations (the "Regulations") require the City to declare its official intent in connection with such expenditures prior to incurring the Obligations in order to allow the City to be reimbursed for such expenditures from a portion of the proceeds of the Obligations, when and if the Obligations are incurred, and

WHEREAS, it is intended by the City that this Resolution constitutes a declaration of official intent with respect to the reimbursement, from proceeds of the

Obligations, of those certain capital expenditures incurred or to be incurred by the City for the Project prior to incurring the Obligations, and

WHEREAS, the City adopts this Resolution with the understanding that the action taken and authorized by this Resolution does not constitute final approval of the Project or of the Obligations and is not an absolute commitment by the City to incur the Obligations and that approval of the Project will be effected in accordance with applicable law and regulations and that financial terms, security for the repayment of the Obligations and other matters will be determined and/or approved by subsequent proceedings of the City Council of the City,

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

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are adopted by the City as the findings of the City and are incorporated herein.

SECTION 2. DECLARATION OF OFFICIAL INTENT. The City hereby declares its official intent to reimburse itself from the proceeds of Obligations to be incurred by the City for expenses incurred with respect to the Project within 60 days prior to the date of this Resolution and to be incurred subsequent to the date of this Resolution. This Resolution is intended as a declaration of official intent under Treasury Regulation § 1.150-2. The obligations to be incurred to finance the Project are expected not to exceed an aggregate principal amount of \$55,000,000.

SECTION 3. INCIDENTAL ACTION. The appropriate members of the City Council and officials and staff of the City are hereby authorized to take such actions as may be necessary to carry out the purpose of this Resolution.

SECTION 4. NOT FINAL ACTION. The terms of this Resolution and the actions authorized hereby shall not constitute final approval of the Project or authorization for the City to incur the Obligations; such approval and authorization shall be considered by the City by subsequent proceedings and by other appropriate regulatory bodies as required by applicable law and regulations.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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

ATTEST:

\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

Reviewed by: SONJA K. DICKENS, ESQ.  
City Attorney

SPONSORED BY: Danny O. Crew, City Manager

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_

**VOTE:**

Mayor Shirley Gibson	___(Yes) ___(No)
Vice Mayor Oliver Gilbert III	___(Yes) ___(No)
Councilman Melvin L. Bratton	___(Yes) ___(No)

Councilwomen Barbara Watson  
Councilman Andre Williams  
Councilwoman Sharon Pritchett  
Councilman Aaron Campbell Jr.

\_\_ (Yes) \_\_ (No)  
\_\_ (Yes) \_\_ (No)  
\_\_ (Yes) \_\_ (No)  
\_\_ (Yes) \_\_ (No)

*MIA 180,862,491v3122872.010100*

## Staff Monthly Report May-June 2010

### CITY MANAGER

- Working on contracts, agreements, etc. for the City Hall project. These include bond counsel, disclosure council, underwriter, architect and commissioning agent.
- Prepared RFP for developer for the City Hall contract with City's advisor and City Attorney
- Began negotiation with URS to be the City's architect on the City Hall project. Held several meetings with URS and the City's advisor.
- Meeting with the City's bond council, underwriter, disclosure council to prepare a timetable and begin work on documents for the financing.
- Worked on closing the 2010 budget gap. Like other cities, we have been facing a significant reduction in revenues this year and are working to reduce expenditures to match.
- Took additional actions to reduce the current budget.
- Met with DR Horton on the progress with the new gate for Andover. Indicated the necessity to move forward at once.
- Met with residents on several matters including public records requests and permits.
- Prepared documents and agreement for renewed red light camera program.
- Met with County Manager and other municipal managers on general county subjects. County now has a debt collection agency that will assist us for no additional cost. We are looking into it.

### FINANCE DEPARTMENT (Patty Varney)

1. I attended the Florida Government Finance Officer's annual conference and was able to discuss with the representatives from Moody's with regard to GASB 45, Other Post Employment Benefits. I was informed that the rating agency is aware that many cities and counties are not funding this liability and currently they are not including this liability in the credit rating.
2. Complete salaries and fringe benefits projections for fiscal year 2011.
3. Complete FY 2011 revenues projections and submit to City Manager.

4. Revised year-end projections for FY 2010 for both revenues and expenditures and submitted to the City Manager for his review.
5. Provided the City Manager FY 2011 proposed budget which includes the departments submittal, and any proposals or revisions by the Deputy City Manager, Assistant City Managers and Finance Director.
6. While performing the salaries and fringe benefits projections, I realized certain set up in the Eden system for benefits deductions were incorrect. These discrepancies have been corrected in the first pay period in June.

Attached is the financial report and analysis for the month of May. Revenue and expenditures should reflect a 66.66%. Any important variances are explained in the attached analysis. The attached report is compiled on category basis and by Fund and also includes a comparison of last year's revenue and expenses for the same period.

Based on the current revenue trend in the General Fund, it is estimated that shortfall will be recognized in the following revenues categories: state revenues (Sales Tax, State Revenue sharing), utility taxes (electricity, gas and telecommunication), franchise fees (gas and electricity), and other revenues such as recreation fees, and code enforcement fines. However, revenues received from Jazz in the Gardens, Red Light Camera, and Calder revenues are coming in higher than expected. A shortfall of approximately \$2.0 million may recognize in General Fund for year-end between revenues and expenditures. In the Transportation Fund, gas tax revenue may also present a shortfall of \$100,000 which may impact the fund to experience a small deficit and requires subsidy from the General Fund.

As of May 30, 2010, the City has total investments in the amount of \$13,307,493. Of this amount, \$7,503,632 is with Wachovia which is available cash to fund for the operating expenses. The City holds a CD with the Bank of America in the amount of \$2.6 million earning 0.16%. This is a requirement from our bond requirement and that is the highest and safest rate of return the City can obtain. The other investment is with Community Bank of Florida, a \$3 million certificate of deposit earning 1.18%. The City still has approximately \$44,942.25 in market value with the State Board of Administration and \$203,861 in tax certificates with Dade County.

## GENERAL FUND

### Revenues as of May 30, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>		<i>FY 2009</i>	<i>FY 2009</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Property Tax</i>		23,089,178	20,350,458	88.14%		23,608,249	20,675,680	87.58%
<i>Utility Tax</i>	1	11,276,242	5,493,901	48.72%		9,890,000	5,530,826	55.92%
<i>Franchise Fees</i>	2	5,809,802	735,816	12.67%		5,476,428	759,015	13.86%
<i>Permits/License Tax/Other Fees</i>	3	1,925,000	1,486,873	77.24%		1,830,000	1,384,620	75.66%
<i>Intergovernmental Revenue</i>	4	11,624,716	5,754,736	49.50%		10,739,309	5,689,292	52.98%
<i>Charges for Services</i>	5	3,231,509	3,309,789	102.42%		2,955,046	1,981,356	67.05%
<i>Fines &amp; Forfeitures</i>	6	2,537,000	2,509,198	98.90%		1,251,000	1,175,514	93.97%
<i>Miscellaneous Revenues</i>	7	1,535,000	1,237,511	80.62%		1,010,000	723,512	71.63%
<i>Non-Operating Revenues</i>		11,227,434	1,063,663	9.47%		18,442,948	7,602,878	41.22%
<b>TOTAL</b>		<b>72,255,881</b>	<b>41,941,945</b>	<b>58.05%</b>		<b>75,202,980</b>	<b>45,522,692</b>	<b>60.53%</b>

- <sup>1</sup> Telecommunication and Electricity utility tax are coming in lower than budgeted as well as lower than the same period of time in the last fiscal year. May recognize a shortfall of \$707,000 for this fiscal year.
- <sup>2</sup> Electric franchise fees which consists of 71.5% of the budget in this category is received once a year in around August. Due to shortfall in electric utility tax, the City may also experience a shortfall in Electric franchise fee by approximately \$400,000
- <sup>3</sup> Increase in Permits/License revenues when compared to FY 2008 is mainly attributed to increase in revenue generated under Certificate of Use, and the new fee established for Certificate for Re-occupancy.
- <sup>4</sup> Revenue derived from State Revenue Sharing and half cents sales still lagging compared to budget. Recent state projection for State Revenue Sharing effective July 1, 2010 reflects an increase of approximately \$29,000 per month. Revenue received in FY 2010 is higher than FY 2009 which is mainly attributed to the reimbursement of police overtime by the Byrne Grant.
- <sup>5</sup> This category reaches over 100% which is mainly attributed to Jazz in the Gardens. This revenue received exceeds the budget by approximately \$598,000
- <sup>6</sup> Increase in this category is mainly attributed to the fines collected for the "Red Light Camera".
- <sup>7</sup> Miscellaneous revenues is much higher in FY 2009 due to the loan proceeds of \$7,300,000 for the purchase of the Warren Henry property.

## GENERAL FUND

### Expenditures as of May 30, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>		<i>FY 2009</i>	<i>FY 2009</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	1	39,523,550	27,830,638	70.42%		37,517,926	25,494,386	67.95%
<i>Operating Expenses</i>	2	6,426,617	4,800,584	74.70%		7,840,923	4,846,538	61.81%
<i>Capital Outlay</i>	3	373,900	73,426	19.64%		8,551,394	8,013,397	93.71%
<i>Grants and Aids</i>		97,587	31,510	32.29%		0	0	0.00%
<i>Other Uses</i>		16,619,841	10,600,886	63.78%		11,413,820	7,388,862	64.74%
<i>Emergency Reserve Build Up</i>		9,214,386	0	0.00%		9,879,517	0	0.00%
<b>TOTAL</b>		<b>72,255,881</b>	<b>43,337,044</b>	<b>59.98%</b>		<b>75,203,581</b>	<b>45,743,183</b>	<b>60.83%</b>

- <sup>1</sup> There is 9 remaining pay period for FY 2010. The percentage expensed should be 65.38%. The higher percentage being expensed is attributed to under estimate of police salaries and overtime, and two full time positions in the Recreation department.
- <sup>2</sup> Expenditures are higher than than 50% is attributed to the expenditures spent for Jazz in the Gardens. When compared to FY 2009, the expenditure for the same period of time is actually is little bit lower in FY 2010
- <sup>3</sup> Expenditures was higher for FY 2009 than FY 2010 is mainly attributed to the purchase of the Warren Henry property.

## TRANSPORTATION FUND

### Revenues as of May 30, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2009</i>	<i>FY 2009</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Local Option Gas Tax</i>	<sup>1</sup>	2,335,000	1,282,699	54.93%	2,295,000	1,249,997	54.47%
<i>Permits/License Tax/Other Fees</i>		95,000	41,780	43.98%	90,000	34,014	37.79%
<i>Intergovernmental Revenue</i>	<sup>2</sup>	1,008,514	529,543	52.51%	754,750	541,031	71.68%
<i>Charges for Services</i>		5,200	1,346	25.89%	2,200	3,435	156.12%
<i>Miscellaneous Revenues</i>	<sup>3</sup>	29,969	4,909	16.38%	26,000	9,497	36.53%
<i>Non-Operating Revenues</i>		986,166	345,793	35.06%	1,165,696	181,524	15.57%
<b>TOTAL</b>		<b>4,459,849</b>	<b>2,206,069</b>	<b>49.47%</b>	<b>4,333,646</b>	<b>2,019,497</b>	<b>46.60%</b>

<sup>1</sup> Local Option Gas Tax distribution is lagging by one month. The revenue is slightly lower than projected as it should reflect 58.33% of budget. May experience a shortfall of \$100,000 for year-end.

<sup>2</sup> Lower Intergovernmental Revenue is attributed to lower State Revenue Sharing distributions.

<sup>3</sup> Miscellaneous revenues is lower than FY 2009 due to lower cash flow and interest rate of return.

## TRANSPORTATION FUND

### Expenditures as of May 30,, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2009</i>	<i>FY 2009</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>		\$2,029,709	\$1,329,177	65.49%	1,775,607	1,157,849	65.21%
<i>Operating Expenses</i>	<sup>1</sup>	\$577,928	\$486,267	84.14%	917,796	513,270	55.92%
<i>Capital Outlay</i>		\$120,999	\$13,745	11.36%	56,346	13,722	24.35%
<i>Debt Service</i>	<sup>2</sup>	\$0	\$0	0.00%	298,878	298,878	100.00%
<i>Other Uses</i>		\$1,731,213	\$959,042	55.40%	1,285,020	692,034	53.85%
<b>TOTAL</b>		<b>\$4,459,849</b>	<b>2,788,230.93</b>	<b>62.52%</b>	<b>4,333,647</b>	<b>2,675,753</b>	<b>61.74%</b>

<sup>1</sup> Higher expenditure percentage is mainly due to purchase of road and landscape materials.

<sup>2</sup> QNIP debt payment is budgeted in the Debt Service Fund for FY 2010, therefore, no debt payment is being reflected.

## DEVELOPMENT SERVICES FUND

### Revenues as of May 30, 2010

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2009</i>	<i>FY 2009</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Permits/License Tax/Other Fees</i>	<sup>1</sup>	2,429,000	2,186,509	90.02%	1,724,000	1,444,503	83.79%
<i>Charges for Services</i>	<sup>2</sup>	0	2,109	0.00%	222,000	60,254	27.14%
<i>Miscellaneous Revenues</i>		6,100	1,268	20.78%	38,626	9,322	24.13%
<i>Non-Operating Revenues</i>		1,813,211	1,072,903	59.17%	1,890,496	1,123,909	59.45%
<b>TOTAL</b>		<b>4,248,311</b>	<b>3,262,788</b>	<b>76.80%</b>	<b>3,875,122</b>	<b>2,637,988</b>	<b>68.07%</b>

<sup>1</sup> More permit activities in FY 2010 reflecting in higher revenues, especially permits issued for Calder's construction and over \$200,000 permit fees received from the City of North Miami Beach for their water treatment plant.

<sup>2</sup> Charges for services in FY 2009 is for the surcharge by the State and the County. This is not a revenue source for the City as the amount collected has to be remitted to the County or State. In FY 2010, fees collected are recognized at the balance sheet and not as a revenue.

## DEVELOPMENT SERVICES FUND

Expenditures as of May 30, 2010

Revenue Fund, S		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2009</i>	<i>FY 2009</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
	<i>Personnel Expenses</i>	2,525,807	1,537,547	60.87%	2,619,919	1,807,446	68.99%
	<i>Operating Expenses</i>	225,096	133,886	59.48%	242,909	151,383	62.32%
	<i>Capital Outlay</i>	13,396	1,478	11.04%	19,377	2,219	11.45%
	<i>Other Uses</i>	1,484,012	742,435	50.03%	993,017	657,481	66.21%
	<b>TOTAL</b>	<b>4,248,311</b>	<b>2,415,346</b>	<b>56.85%</b>	<b>3,875,222</b>	<b>2,618,529</b>	<b>67.57%</b>

Revenue: <sup>1</sup> The Building Services Division Director was vacant for the month of October, and the position of the Code and Building Services Director was vacant for the first two months in October.

## GENERAL SERVICES FUND

Expenditures as of May 30, 2010

	<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2009</i>	<i>FY 2009</i>	<i>%</i>
	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	1,407,237	917,069	65.17%	1,330,131	851,107	63.99%
<i>Operating Expenses</i>	4,673,215	2,711,597	58.02%	4,517,961	2,946,129	65.21%
<i>Capital Outlay</i>	1,473,339	1,249,356	84.80%	1,848,554	1,019,953	55.18%
<i>Other Uses</i>	1,637,312	995,493	60.80%	757,520	18,500	2.44%
<b>TOTAL</b>	<b>9,191,103</b>	<b>5,873,515</b>	<b>63.90%</b>	<b>8,454,166</b>	<b>4,835,688</b>	<b>57.20%</b>

All categories of expenditures are within budget allocation

## CAPITAL PROJECTS FUND

Expenditures as of May 30 2010

	<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2009</i>	<i>FY 2009</i>	<i>%</i>
	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	457,283	306,389	67.00%	347,719	188,263	54.14%
<i>Operating Expenses</i>	260,365	74,147	28.48%	190,001	51,630	27.17%
<i>Capital Outlay</i>	25,805,570	4,902,841	19.00%	67,696,191	10,229,931	15.11%
<i>Other Uses</i>	224,463	125,085	55.73%	666,106	436,406	65.52%
<b>TOTAL</b>	<b>26,747,681</b>	<b>5,408,463</b>	<b>20.22%</b>	<b>68,900,017</b>	<b>10,906,229</b>	<b>15.83%</b>

<sup>1</sup> Operating expenses is lower than mainly attributed to G.O. bond master plan of which there is little activity in FY 2011.

## STORMWATER FUND

Revenues as of May 30, 2010

	<i>FY 2010 Budget</i>	<i>FY 2010 YTD Revenues</i>	<i>% of Budget</i>	<i>FY 2009 Budget</i>	<i>FY 2009 YTD Revenues</i>	<i>% of Budget</i>
<i>Permits/License Tax/Other Fees</i> <sup>1</sup>	40,000	43,180	107.95%	300	13,800	4600.00%
<i>Grant</i>	163,275	0	0.00%	100,000	0	0.00%
<i>Charges for Services</i>	3,395,000	1,521,383	44.81%	3,395,000	1,793,803	0.00%
<i>Miscellaneous Revenues</i>	74,643	35,112	47.04%	25,000	32,758	131.03%
<i>Non-Operating Revenues</i> <sup>2</sup>	1,399,331	76,290	5.45%	0	0	0.00%
<b>TOTAL</b>	<b>5,072,249</b>	<b>1,675,964</b>	<b>33.04%</b>	<b>3,520,300</b>	<b>1,840,361</b>	<b>52.28%</b>

<sup>1</sup> More permitting fees were issued in FY 2010

<sup>2</sup> This category includes the drawdown of bond proceeds for the purchase of a front-end loader.

## STORMWATER FUND

Expenditures as of May 30, 2010

	<i>FY 2010 Budget</i>	<i>FY 2010 YTD Expenses</i>	<i>% of Budget</i>	<i>FY 2009 Budget</i>	<i>FY 2009 YTD Expenses</i>	<i>% of Budget</i>
<i>Personnel Expenses</i>	800,231	552,218	69.01%	639,438	386,090	60.38%
<i>Operating Expenses</i>	937,376	557,843	59.51%	1,230,217	270,442	21.98%
<i>Capital Outlay</i>	649,263	183,744	28.30%	158,485	357,343	225.47%
<i>Debt Service</i>	665,889	215,514	0.00%	657,474	209,064	0.00%
<i>Other Uses</i>	2,019,490	436,074	21.59%	834,686	395,989	47.44%
<b>TOTAL</b>	<b>5,072,249</b>	<b>1,945,392</b>	<b>38.35%</b>	<b>3,520,300</b>	<b>1,618,928</b>	<b>45.99%</b>

### HUMAN RESOURCES (Taren Kinglee)

Revised Employee Policies and Procedures Manual published. Distribution and re-orientation of employees began.

Training provided on Heat Stress. Twenty-one employees attended.

Public Works Material Safety Data Sheet book updated

Next year's renewal rate negotiations began with current health/benefit providers.

Staff attended Hurricane Preparedness Meeting.

Consultation with outside council through Florida League of City regarding pending litigations including deposition for cases.

Responded to several public records request.

Held several meetings with department supervisors regarding recruitment, discipline and performance management. Developed job descriptions, administered benefits, responded to salary/benefit surveys, etc.

Monthly Statistics	Sep-Oct	Oct-Nov	Nov-Dec	Dec-Jan	Jan-Feb	Feb-Mar	Mar-Apr	Apr-May	May-Jun	Jun-Jul	Jul-Aug	Aug-Sep
Applications/resumes received	704	366	371	250	139	67	209	279	968			
Positions Advertised	7	5	5	2	2	3	1	5	9			
Interviews Conducted	60	54	37	68	61	15	29	16	18			
Pre-employ Physicals	27	8	18	9	18	6	10	7	53			
Background/Reference Checks	10	9	4	167	103	13	13	46	5			
New Hires	13	8	2	2	7	6	1	1	48			
Workers Comp Claims	22	18	7	15	16	14	23	21	17			
Exit Interviews	1	2	1	1	1	1	2	1	1			
Promotions	4	1	0	0	0	0	0	1	2			

**DEPUTY CITY MANAGER FOR PUBLIC SERVICES (Renee Farmer)**

**MAJOR INITIATIVES MANAGED**

**FY 11 Budget Prep:**

- Analyzed Departmental Budgets for Police Department, School Crossing Guard, Information Technology, Building and Code Compliance
- Analyzed Revenue projections for Police Department and Building and Code Compliance
- Prepared various budget reduction scenarios for CM consideration

**Urban Area Security Initiative Administration:**

- Completed federal environmental screening and review documentation on all 2006 and 2007 UASI grant projects.
- Completed budget worksheets for CMG Risk Based funding allocation
- Completed comprehensive assets listing for CMG UASI equipment
- Review results for UASI Emergency Radio Station Project Bid award recommendation

## **EDEN Software System Rebuild:**

- Worked with IT staff to negotiate system rebuild project structure elements and cost allocation with EDEN representatives
- Established training schedule and project timeline for system modifications in Building and Code compliance, Public Works, Finance, and Planning and Zoning.

## **Red Light Camera Program Transition**

- Work with ATS in order to establish new program structure in preparation for July 1 Statutory program changes.
- Establish current program structure close our procedures with staff regarding the processing of appeal requests.
- Meet with County Clerk of Courts staff to address the transition to Uniform Traffic Citation System of processing.
- Work with ATS to negotiate ne contract for City Council consideration
- Establish list of priority locations and gather backup documentation for placement of additional cameras throughout the City.

## **Education Compact/Miami Gardens Excellence in Education 501C3**

- Researched candidates for Interim Executive Director Services
- Worked with School Board to secure nominations for the Board of Directors for the 501C3
- Interviewed firms for the Interim ED position
- Established a scope of services and draft contract for City Attorney review
- Met with School Board staff to launch the Back to School Information Fair in the City of Miami Gardens per the Education Compact action plan

## **LEGISLATION PREPARED (NON LEGAL)**

- Homeowner Bill of Rights Resolution
- Vacant Property Registration Ordinance
- GOB Funds Interlocal Resolution
- Special Event Ordinance

## **MISCELLANEOUS PROJECTS ASSIGNED**

- South Florida water Management District Tour
- Research Federal Appropriation for City Hall Project
- Strategic Plan Score Card Preparation
- Police Department Procedures as it relates to Council Notice
- Historic Preservation Status of former Archdiocese property

## **EXTERNAL MEETINGS**

- URS Architects re: City Hall Project
- School Board representatives re: School Resource Fair – August
- Commissioner Jordan re: \$3M in GOB funds
- ATS representatives re: Transition of Red Light Camera Program
- County Managers' Quarterly City Management Meeting
- Urban Area Security Initiative Meeting
- FMU Construction team re: upcoming development
- Dolphins Organization re: 5 year Jazz commitment
- Miami Gardens Kiwanis Meeting
- Clerk of Court's Meeting on Red Light Cameras
- FDOT Conference Call on Technical Requirements for Red Light Camera
- Joe Poklemba and Consultant Architects re: Judson

## **POLICE DEPARTMENT** (Chief Matt Boyd)

### **Police Department Staff**

TOTAL BUDGETED POSITIONS: 258

TOTAL HIRED TO DATE: 254

- 1 Chief
- 1 Deputy Chief
- 3 Majors
- 9 Captains
- 28 Sergeants
- 158 Police Officers (1 vacant position)
- 10 Community Service Aides (1 vacant position)
- 16 Telecommunications Operators
- 2 Telecommunications Supervisors
- 1 Telecommunications Manager

- 1 Records Supervisor
- 3 Records Clerks (1 vacant position)
- 1 Executive Secretary
- 6 Administrative Assistants
- 2 Property Control Officers
- 1 Facilities Manager
- 1 Custodian
- 1 Court Liaison/Off Duty
- 1 Crime Analysts ( 1 vacant position)
- 1 Administrative Analyst
- 1 Investigative Assistant
- 1 Crime Scene Supervisor
- 5 Crime Scene Technicians

**The monthly activity for the Operations Division for the month of May 2010 is as follows:**

**ARRESTS:**

• FELONY	105
• MISDEMEANOR	208
• TRAFFIC	416
• DUI	08
• WARRANT	<u>39</u>
<b>TOTAL ARREST</b>	<b>776</b>

**CITATIONS:**

• MOVING	586
• NON-MOVING	1325
• PARKING	<u>112</u>
<b>TOTAL</b>	<b>2023</b>

**FIELD INTERVIEW CARDS**                      **1860**

**TOTAL CALLS RESPONDED TO**              **8066**

**REPORTS WRITTEN**                              **2121**

**TRAFFIC CRASHES**                              **93**

**The monthly activity for the Support Services Division for the month of May 2010 is as follows:**

**Property and Evidence, Number of property items processed:**

<u>314</u>	- Property Receipts Processed
<u>19</u>	- Property Receipts Rejected
<u>10</u>	- Property Released

<u>72</u>	- Property out to Lab
<u>0</u>	- Property to be Disposed
<u>6</u>	- Lab Runs to MDPD
<u>\$7,986.70</u>	- Cash Impounded
<u>30</u>	- Firearms Impounded *not counting CSI direct delivered to lab.

**Number of reports processed and number of requests made at window for records:**

Reports Processed 2,248 / Walkup Requests at Window 873 / Mail Logged In 426 / Fingerprints 27 / Background Checks 86 / Amount Collected At the Window \$133,233.40.

**Number of calls received by dispatch:**

CAD Calls = 11,459 / Phone Calls = 12,987 / FCIC Entries = 213 /

Training hours = 16 (3 people to FDLE for 4 hour FCIC LAI recertification training and 14 hour training on Municipal Dispatch Consol ). Overtime Hours = 295

**Court Liaison and Off-Duty**

778 subpoenas stamped and placed in the officers' mailboxes.  
396 off duty personnel processed and entered into Eden for payroll processing.  
8 off duty vendor requests processed.  
130 dispositions stamped and placed in the officers' mailboxes.

**The monthly activity for the Investigations Division for the month of May 2010 is as follows:**

<b>Arrests – Total:</b>	<b>456</b>
Felonies –	126
Misdemeanor –	191
Truants Returned-	0
U.S. Currency Seized –	\$1,800.00
Vehicles Recovered –	21
Vehicles Recovered Value-	\$360,000.00
Vehicles Processed-	4
Property Recovered Value-	\$3,700.00
Firearms Seized –	27
Search Warrants --	0

<b>Total Cases Assigned</b>	<b><u>417</u></b>
<b>Closed</b>	<b><u>161 (+31 UNF)</u></b>
<b>Rate</b>	<b><u>41.7%</u></b>

**Scenes Processed by Crime Scene Investigations Unit- 128**

**The monthly activity for the Professional Compliance Unit for the month of May 2010 is as follows:**

## Training-

- Classes Attended: 8
- Hours Taught: 336
- Participants (Officers/Civilians): 25
- American Traffic Solutions Customer Conference- Scottsdale, AZ

## Internal Affairs Complaints Initiated-

- Case #2010- 018      Case #2010- 021
- Case #2010- 019      Case #2010- 022
- Case #2010- 020

## Capital Improvement Projects (Brandon DeCaro)

### Administration Items:

- V. Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds into appropriate active project. Letter requesting GOB transfer was sent from the City Manager. County requested additional information and a revised letter was issued. **New GOB contracts are pending.**
- V Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds for the FF&E for the MG Community Center. Additional information was submitted to the County on 4/13/10. County distributed proposed contract to City with some unacceptable terms. **Meeting with Commissioner Jordan was held on 5/25/10 to resolve contract issues. New GOB contract will be presented to the City Council at the June 23<sup>rd</sup> meeting.**

### Public Meetings:

- Staff met with Commissioner Jordan and county staff to discuss the proposed GOB Contracts.
- Staff attended Miami-Dade Recreation, Culture and Tourism Committee meeting on 6/07/10 to answer questions regarding the new GOB contracts.
- Staff attended Miami-Dade Building Better Communities General Obligation Bond Advisory Committee meeting on 6/10/10 to answer questions regarding the new GOB contracts.

### Art in Public Places (AIPP): Planning Phase – Christina Goetzman

- Miami-Dade County Art in Public Places Staff has submitted letter designating funds to be released to the City for Scott Park (\$3,900.00), Brentwood Park (11,494.36), and Audrey J. King Park (11,997.40). Meeting will be held with Vernita Nelson and staff to discuss options for allocation of funds.
- Miami-Dade County AIPP Staff has submitted proposal for assisting the City in the implementation of AIPP at Miami Gardens Community Center. Meeting with staff to discuss terms of proposal took place on 11/23/09. Revised proposal submitted by County on 11/30/09. Proposal reviewed by City staff and City Attorney. An

agenda item has been drafted and will be presented to Mayor and Council for approval at Council Meeting on 01/13/10.

- Item was approved by the City Council during the 01/13/10 Council Meeting.
- Acceptance Letter mailed to Miami-Dade County AIPP on 05/03/10.
- **Kick-off meeting with Miami-Dade County AIPP staff for AIPP implementation at Betty T. Ferguson Community Center took place on 05/27/10. CMG AIPP schedule was created and submitted to MDC AIPP for review on 06/04/10.**
- **AIPP meeting for CMG staff to discuss Miami Gardens Community Center Phase II – Amphitheatre has been scheduled for 06/16/10.**

## CAPITAL IMPROVEMENT PROJECTS:

### **New City Hall: Planning Phase – Jimmie Allen & Brandan DeCaro**

- Preliminary Program and cost estimate reviewed by CIP Director and City Manager.
- Review of Space Allocation & Building Program occurred 09/14/09, 09/15/09 & 9/16/09.
- Miami Garden's staff met with the Developer, Contractor and Architect on 8/13/09 to discuss the program for the proposed Town Center Project. The project will include the new City Hall, Police Department Building and Parking Garage.
- All staff comments received and incorporated into building programs. The revised program was provided to the developer on 09/24/09. Coordination Meetings with Developers Team on 10/09/09 & 10/15/09.
- The program for the buildings was review, and revised with the City Manager, Deputy Manager & Assistant Managers.
- City Council Workshop held on 11/18/09 for proposed City Hall and new Police Building.
- Workshop held on 3/02/10 to study the city planning for the project.
- City Planning Concept presentation was given during the 4/14/10 City Council Meeting.
- City Council approved preparation of RFQ for construction of City Hall and development of City Center during 4/28/10 meeting.
- Staff working on the assemblage of documentation to establish a desk top draft of the RFQ based on discussions with City Staff. Staff scheduled to deliver Criteria Documents to City Manager on 5/24/10.
- **The final Criteria Documents have been assembled. Several City Departments have been consulted to provide standards criteria into the document. Staff scheduled to deliver Criteria Documents to City Manager on 6/18/10.**

### **Demolition of Wachovia Building Site: Bid Phase – Brandan DeCaro**

- Schedule, planning options & preliminary estimate for site improvements has been reviewed by City Manager & Deputy Manager.
- Bid advertised on 9/8/31/09; Pre-bid meeting on 09/09/09;
- Bids were opened on 09/26/09.

- Award of Demolition is on hold pending decision by City Council regarding the options for the proposed City Hall & Police Building.
- **Demolition will be included in City Hall construction to coordinate LEED qualifications.**

### **Police Building Major Interiors Construction: Close-out Phase – Jimmie Allen**

- The Building Department has not issued the Final Certificate of Occupancy for all of the work under Miami Skylines Contract.
- Staff met with the contractor and submitted requests for pricing to perform required electrical changes to A/C Units at the roof and services to label and tag all building panels on 3/26/10.
- The contractor is pricing the work requested as of 4/16/10.
- Direction was been provided to the contractor to make adjustments to an accessible window in the facility on 4/1/10.
- On 4/1/10, the contractor prepared permit applications to renew open permits for project close out. Meeting between Building Department, Police Department and CIP staff occurred 4/15/10.
- The Building, Electrical and Plumbing building permits were renewed on 5/07/10.
- Staff met with the Contractor 5/12/2010 regarding electrical repairs and upgrades to the Police Building rooftop units. Also met on 5/12/2010 regarding lowering the window at the lobby access to the Records Unit. The window work is required to be performed between Friday evening & Monday mornings to avoid public access impact and disruption. The electrical repairs and upgrades to the rooftop units can be independently scheduled concurrent with the window work.
- **A proposal for the work has been negotiated and will be presented for approval to staff the week of 6/14/10. The GC will begin to execute the work for the window & the electrical up-grades after the cost has been approved. Staff will tentatively schedule the work for 6/18/10.**
- **Miami Skyline Construction is still pending final negotiations for the final payment.**

### **Fueling Facility & Storm Drainage: Construction Document Phase 85% – Jimmie Allen**

- WASD and DERM review for original scope completed June 2009.
- A/E responded to the three environmental concerns from DERM. Portion of new storm drainage system will have to be re-designed as a result of DERM review.
- A/E has provided fee proposals for revising the scope of the work for storm drainage.
- The Report of the testing submitted to DERM was responded to 1/20/10. Two letters were forwarded reflecting the status of the review with conditions. The City will be required to issue to DERM within 60 days a mitigation plan along with additional testing specified in their letters dated June 19, 2009 and January 11, 2010. DERM has briefly indicated that the drainage portion of the project can run concurrently with the required clean up of the contaminated soil on site.
- City Staff prepared a letter for the City Manager, which was sent to DERM on 3/05/10. The City would prefer to conduct the additional testing required by DERM

before proceeding with the removal of the contaminated soil. DERM accepted the response from the City on 3/09/10.

- Purchase Order was issued and the sampling conducted the week of 4/15/10.
- On 4/16/10, URS the consultant provided preliminary findings for staff review resulting from the recent testing performed. Additional sampling will be taken due to the negative test results and this will require a time extension from DERM.
- **CIP is awaiting a formal response from DERM regarding the recent submittals related to the environmental testing conducted in May, 2010.**
- The Environmental Assessment Report Addendum has been prepared regarding the additional contaminant assessment required by DERM. The Addendum was submitted to DERM on 5/11/10.
- URS submitted spreadsheet with all costs associated for the project so the City can decide how to move forward with the various aspects of the project. **The City will defer the redesign for the Fueling Facility until the issues with the contaminated soil removal have been resolved.**
- A Fuel Management System has been proposed and the CIP office has reviewed the system. CIP staff has requested URS to provide cost impact to incorporate an equivalent system into the project that will provide the City with a method of managing fuel use and consumption.
- Staff will shortly engage URS to begin the project re-design to incorporate all new programmatic issues associated with the proposed Fuel Management system and the DERM environmental issues.

**Miami Gardens Community Center (MGCC): Construction 99% complete – Jimmie Allen**

- A/E has completed all Punch Lists for the main building, the site and the ancillary buildings. The architect performed the balance of the Punch List re-inspections for all buildings the week of 5/7/10. The contractor has completed 99% of all Punch List Items.
- **Final inspections by public agencies have been completed except the Final CMG inspections:**
  - **Miami Dade County Water & Sewer (MDWASD) - Approved, water meters pending the issuance to the County the Maintenance Bond by the City.**
  - **Miami Dade County Fire Department – Approved. Pending the final CO Inspection.**
  - **CMG Electrical Inspections - Pending**
- Staff met with MDWASD regarding securing permanent water meters. City Council approved the Conveyance Documentation supplied from MDWASD in order for the CMG to secure permanent service. **Once the City Attorney provides final opinion of title it will be delivered to MDWASD and the connection fees will have to be provided by the City.**
- The equipment in the pool pump room has been completed. All of the pool systems have been started tested and are functioning. The final inspection for all of the equipment was performed and approved by the pool consultant on 4/14/10. The Department of Health inspection will be scheduled when issues related to the pool slide containment gate have been resolved. This item is pending and will affect pool approval and opening.

- **A Purchase Order has been issued to the pools slide supplier to manufacture a self latching gate in accord with DOH Requirements.**
- NFL Grant for \$250,000 was requested now that the sports surface and lighting installation is complete. The City received a check for \$200,000 from the NFL Grant. **The remaining \$50,000 will be reimbursed once the bleachers are completed.**
- Bleachers and Press Box Contractor received the Notice to Proceed on 10/26/09 and the firm has begun the design and preparation of the Construction Documents for permitting and installation. The Firm has 135 days to complete the work from the NTP date. Staff met with Bleacher contractor on 11/06/09 and the construction documents were submitted for Internal Departmental review during the week of 11/16/09.
- **Building Permit for the bleachers was issued. Contractor submitted a revised schedule and began construction on 5/24/10.**
- **East Bleacher slab was installed on 6/16/10. The west bleacher slab is undergoing redesign.**
- **Gibbons Fence Inc. has provided a price to replace the fencing that was removed for the bleacher slab construction.**
- Parking Lot light fixtures have been installed, inspected and approved as of 5/11/10.
- The final inspection for the irrigation system was completed by the Landscape Architect the week of 4/12/10. All work has been approved and staff was trained on the equipment on 5/11/10.
- The contractor requested a 118 day time extension, which was approved during the 11/11/09 City Council Meeting. Additional time was considered for delays due to additional requirements by the Miami Dade Fire Department during their final inspection.
- The FF&E List was developed and the 3,000,000 for the FF&E funding was submitted to the County in December 2010. **The contract with the County GOB Office for the FF&E funding is pending.**
- Data Center installation: Electrical and Mechanical was completed and final inspections approved on 3/16/10. The Miami Dade Fire Department approved the fire suppression system for the data system on 4/9/10. The installer submitted the approved plans for CMG installation permits on 4/14/10. The building permit was issued on 5/13/10. **The Data Fire suppression system is awaiting final Fire Department review and approval of the main building before the final interface can be achieved.**
- Sound System: The system is 100% complete and has been reviewed by the sound consultant and a final Punch List has been issued. The installation was completed and training of the staff was performed on 5/11/10. **On 6/14/10 the sound system and paging interface was installed and tested for operation by the City staff and the Installer NDR Corp.**
- **Access control, intrusion and cameras systems: The work is 99% completed. All hardware is installed and functioning. The hardware was programmed at the site and is currently being monitored by the City's PD systems. Several attempted intrusions have occurred over the past weeks and recorded images have been obtained.**

## **Miami Gardens Community Center Amphitheatre: Design 95% completed – Brandan DeCaro**

- Proposal for MGCC Amphitheatre project submitted for Safe Neighborhood Parks (SNP) Grant in July. Project recommended for grant funding by SNP Oversight Committee on 8/18/09.
- City Council approved required project matching funds at meeting on 10/14/09.
- Negotiation with MGCC A/E for design of Amphitheatre was completed 11/10/09.
- The A/E contract for the Amphitheatre was approved during the 12/09/09 City Council Meeting.
- The Notice to Proceed for the A/E was issued on 2/08/10.
- The Schematic Design Review Meeting was held on 2/22/10.
- The A/E's Design Development documents were submitted 4/9/10.
- The A/E 100% Construction Document submittal was made 5/7/10. Staff review was performed and comments forwarded back to the A/E.
- The Construction Doc's were submitted to the County agencies for review on 5/10/10. The Construction Doc's were submitted to the Miami Gardens Building Department on 5/12/10.
- **The Construction Doc's were reviewed by CIP Staff. Comments were sent to the A/E 6/11/10. Several coordination issues were identified by staff and addressed by A/E.**
- **The bid advertisement is scheduled for week of 6/21/10.**

## **Rolling Oaks Park: Design Phase 60% completed – Brandan DeCaro**

- Phase I Improvements include: Installation of 2 athletic fields, new entrance and turn-around, new parking and overflow parking lots, fencing, and concession/restroom facility.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised CDs submitted to CIP staff for review 4/15/09.
- DERM - Tree removal permit approved.
- Miami-Dade County Fire - Plans approved for permitting.
- Department of Health - Plans approved for permitting.
- MDWASD & North Miami Beach sewer connection pending final approval.
- Sewer pipe up-grade requested by DERM. Survey information & pipe as-built's provided to DERM so that pipe up-grade will not be required. DERM approval received in June, 2009.
- Miami Gardens Building Department submittal pending.
- Negotiating Additional Service with A/E for completion of Construction Documents.
- Terminated A/E during 11/10/09 Council Meeting.
- Negotiated conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- **Purchase of additional land for new main entrance from Miami Gardens Drive is in progress.**

## **Bunche Park & Pool: Design Phase 80% completed – Brandan DeCaro**

- Phase I Improvements include: Construction of entire pool parcel including pool house, parking paving/stripping/drainage, lighting, fencing, landscaping, and signage.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised Construction Doc's submitted to CIP staff for review 4/15/09.
- County Fire - Plans approved for permitting.
- WASD – Water & Sewer connection reviewed and approved.
- DERM - Review for Water & Sewer completed. Surface water permit approved. Payment for all DERM Permit Fees completed 7/14/09.
- Construction Doc's were submitted to Miami Gardens Building Department on 7/30/09. Building Department and Public Works comments received. A/E response to the comments is pending.
- A/E terminated during 11/10/09 Council Meeting.
- Negotiations conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**

**North Dade Optimist Park: Design 100% completed, Bid Phase started – Anthony Smith**

- Phase I Improvements include: Construction of new 3,000 sq. ft. building including six restrooms, small concession/kitchenette, and storage rooms; paved parking lot with 114 spaces including drainage, irrigation and landscaping, football field & sports lighting relocation and minor landscaping; and construction of a sewer lift station.
- Parks plans approved by Miami-Dade Fire. Reviewed by DERM and MDWASD. Additional information requested and accepted 5/08/09. Final approval pending.
- Lift Station - Received approval by MDWASD and DERM.
- Construction Doc's for the Recreation Building & Lift Station submitted to the CMG Building Department for review on 5/27/09.
- A/E has addressed comments from MG Building Department and DERM.
- Plans resubmitted to the MG Building Department for 2<sup>nd</sup> review on 9/01/09.
- A/E started work for additional services to add a new fence around the property, gates at entrances, irrigation system and building elevations.
- Construction Doc's re-submitted to the MG Building Department for 3<sup>rd</sup> Review on 11/03/09. Re-submittal included all additional service work.
- The Construction Documents for the Recreation Building and site was approved by the MG Building Department on 11/10/09.
- The Construction Documents for Lift Station approved by the MG Building Dept on 12/29/09.
- The Construction Documents for the Recreation Building were denied approval by the MG Public Works on 1/06/10. AE currently addressing comments.
- The Construction Documents were re-submitted to the MG Building Department to address MG Public Works Department comments on 02/10/10.
- The Construction Documents for the Recreation Building were approved by the MG Public Works on 2/23/10.

- The A/E will submit additional services proposal to revise the construction documents to include security system and phasing of construction.
- The ordinance letter, for water connection, will be resubmitted to Miami-Dade WASD for approval. (The original letter expired on 5/7/10.)
- The bid advertisement will be scheduled for August 2010.
- The construction commencement date will be coordinated to start immediately after the Optimist Park football regular season ends.

**Norwood Park & Pool - Pool Building Renovation: Close-out 100% — Anthony Smith**

- Repair work for Pool Building was temporarily on hold until scope for pool piping replacement could be determined.
- Change request and proposal for additional work was approved 5/4/09. Repair work for the Pool Building commenced 5/14/09. Painting completed 6/05/09.
- Punch List Inspection on 09/15/09; re-inspected on 10/15/09. Punch List complete 12/10/09.
- Building Department approved final inspection for door replacement on 12/10/09.
- All Pool House work has been completed.
- **The reimbursement from the Grant Agency (SNP) is pending.**

**Norwood Park & Pool- Pipe Replacement Project: Construction 95% complete - Anthony Smith**

- Design Kick-off Meeting for Piping Replacement Project on 6/18/09.
- Final Construction Doc's completed and submitted to CIP staff on 7/31/09.
- Construction Doc's submitted to MDWASD, MD Fire, DERM & Miami Gardens Building Department for review on 7/31/09. MD Fire and DERM approval received in August.
- Construction Doc's submitted to Health Department on 8/13/09.
- Resubmitted to MG Building Department on 09/10/09, 9/24/09 & 10/08/09.
- Plans were approved by the Health Department on 11/09/09.
- The revised plans with Health Department approval were re-submitted to the MG Building Department on 11/12/09. Plans were approved by the MG Building Department on 11/17/09.
- Project advertised for Bidding on 11/9/09. Bids were opened on 12/10/09.
- City Council approved and awarded construction contract on 1/13/10.
- Pre-Construction/Kick-off meeting was held on 1/21/10.
- The Construction renovation and pool piping replacement construction commenced on 1/28/10.
- The installation of the domestic plumbing & pool piping is completed. Punch List work is underway.
- The revised construction documents for the pool grounding system have been approved by MG Building Department and the work has been completed.
- The existing main drain for the pool was found to be leaking when the pressure test was conducted. The Health Department approval for the new drain detail & pipe replacement was received 4/19/10.
- The revised drawings for the new main drain were approval by the MG Building Department on 4/27/10.

- City staff will look at potential areas of concern for electrical deficiencies in the Pool House that will prevent occupancy of the facility. This work shall be done under a separate contract in order for the MG Building Department to finalize all associated permits and issue a Certificate of Completion for the piping replacement.
- **The change order for the new work for the main drain was approved by City Council at the Meeting on 6/09/10.**
- **City staff will perform inspections of the construction for the new main drain to determine if project has achieved substantial completion.**
- **The contractor will schedule a final inspection for the main drain with the Department of Health and CMG Building Department for final approvals and completion of construction.**

### **Miami Carol City Park: Construction 64% completed – Anthony Smith**

- Contractor for new Recreation Building and Site Improvements on hold pending final approval of site utility plans from WASD and DERM.
- WASD Water & Sewer Agreement to 4/08/09 City Council Meeting. County Attorneys denied minor revision requested by City Attorney. Submittal of Water & Sewer Agreement pending up-dated "Opinion of Title". Revised Water & Sewer Agreement accepted by WASD on 6/04/09.
- MDWASD, DERM and Miami-Dade Public Works approval received week of 9/07/09.
- Final submittal to MG Building Department on 9/18/09. Construction Documents approved by Miami Gardens Building Department. Miami Gardens Public Works approval pending.
- Kick-off meeting held with contractor, Portland Construction. Miami Gardens Building Permit issued 10/15/09 and construction began on 11/02/09.
- The underground plumbing and electrical were underway December 2009.
- The property address of the new Recreation Building has been changed by the MG Planning & Zoning and Miami-Dade County's Property Appraisal Departments to reflect accurate location.

Certified copy of sheets submitted to Miami-Dade as a revision for review on 1/8/10 because the County permit number had expired. Miami Dade-Fire Dept. approved the drawings on 1/12/10.

- A Preconstruction meeting with Miami Dade County Water and Sewer (MDWASD) and MG Public Works Department for the sewer line installation was held on 2/09/10. Miami Dade Public Works has postponed planned county roadway improvements to the right-of-way until after the MG General Contractor completes all off-site work associated with this project.
- Sewer line and manhole installation is completed and the roads have been repaved.
- Shell of the Recreation Building was completed March, 2010.
- **The installation of windows, storefront, and door jambs is complete.**
- **The installation of the exterior doors is underway.**
- **The installation of the building insulation is underway.**

## **Miami Carol City Park Sports Lighting: Design Phase 100%, Bid Phase 95% - Anthony Smith**

- Replacement of existing Sports Lighting for baseball and football fields identified in Federal Energy Block Grant. CIP developed cost estimate and schedule for light fixture replacement.
- Miami Garden's staff met with Musco Sports Lighting at the park to review scope and schedule on 2/02/10. Cost proposal received from Musco on 2/05/10.
- Light replacement cost proposal approved during the City Council Meeting on 2/24/10.
- The Musco contract was signed and returned to the City.
- The Construction Drawings (CD's) have been approved by CMG staff.
- The Construction Drawings (CD's) were approved by the MG Building Department on 4/12/10.
- **The project was advertised for bid on 5/11/10. The bid opening took place 6/10/10. The low bid is below the budget. Staff has reviewed the bid for compliance with the bid requirements. The Purchase Order for the lighting fixture installation contractor has been initiated.**
- **The installation of the new fixtures is scheduled to begin during the week of 7/12/10.**

## **Generator Installation at various Parks: Construction Phase started – Anthony Smith**

- Developing scope for the installation of transfer switch for emergency generators at several Parks.
- Projects advertised for bid on 1/20/10.
- Pre-bid and site visit with contractors held on 1/27/10.
- Bid opening for electrical work for transfer switches for portable generators held on 2/11/10.
- The Purchase Order has been issued. Construction Kick-off Meeting was held on 3/30/10.
- Construction Doc's submitted to the MG Building Department for review on 4/27/10.
- **The revised plans were re-submitted to the MG Building Department on 5/26/10.**
- **The Construction documents for AJ King and Scott Parks were approved by the MG Building Department on 6/3/10.**
- **The permits for AJ King and Scott Parks were issued on 6/9/10.**
- **The contractor was notified by the CMG Purchasing Department on 6/15/10 that they were in default of the City Contract. Revised schedule to cure default is pending from the contractor.**

## **A.J. King Park Playground Replacement: Planning Phase 90% – Brandan DeCaro / Anthony Smith**

- New playground proposal received for SNP Grant application.
- V. Nelson and B. DeCaro attended the Safe Neighborhood Parks (SNP) Oversight Committee Meeting on 1/29/10 and received approval for funding for the new playground installation.

- SNP Grant Contract for matching funds was approved by City Council during 5/12/10 Meeting.
- **Project planning and scheduled has been coordinated with Parks Department. Schedule developed by CIP Department. Playground design has been finalized. Cost proposal will be presented to City Council for approval at the 6/23/10 meeting.**

**Brentwood Park Sports Lighting Football Field: Planning Phase 90% - B. DeCaro / Jimmie Allen**

- CIP & Parks Staff met with Electrical Engineer & representatives from Musco Lighting at Park on 4/14/10 to discuss the proposed project. Engineer determined there is enough existing electrical power for Musco light fixtures for football field & future basketball courts.
- CIP staff has developed Master Site Plan to coordinate location of football field, new light poles, future basketball courts and all future components for the Park. Master Site Plan completed on 5/01/10 for staff review.
- **Musco Lighting has developed design for sports fixtures. Musco provide cost proposal for fabrication of fixtures and electrical design on 5/28/10. The Musco cost proposal will be presented to the City Council for approval at the 7/14/10 Council Meeting.**

**BUILDING AND CODE ENFORCEMENT (Sharon Ragoonan)**

**REVENUES:**

Building Permits	\$ 109,747.52
Certificate of Occupancies (CO)	240.19
40 Year Recertification	<u>0.00</u>
<b>TOTAL</b>	<b>\$ 109,987.71</b>

**EXPENDITURES:**

Salaries & Wages	\$152,732.36
Personnel Benefits	45,265.41
Contract Services	510.00
<i>(Professional Services)</i>	
Operating Expenditures/Expenses	0.00
<i>(Travel &amp; Per Diem; Postage &amp; Freight Utilities; Rentals &amp; Leases, etc.)</i>	
Operating Expenditures/Expenses	1,630.36
<i>(Supplies; Other Operating Expenses; Uniforms; Books; Education &amp; Training, etc.)</i>	
Capital Outlay	0.00
Internal Charges	<u>74,522.67</u>
<b>TOTAL</b>	<b>\$ 274,660.80</b>

**PERMIT APPLICATIONS SUBMITTED:**

Building	240
Certificate of Occupancies	13
Demolition	12
Electrical	90
MDC Permit Closures	2
Mechanical	50
Plumbing	35
Zoning	<u>14</u>
<b>TOTAL</b>	<b>456</b>

**INSPECTIONS PERFORMED:**

**CITY STAFF**

Building	556
Electrical	201
Mechanical	62
Plumbing	244

**PROFESSIONAL SERVICES**

Electrical	27
Plumbing	<u>0</u>
<b>TOTAL</b>	<b>1,090</b>

**UNSAFE STRUCTURES CASES:**

Issued	0
Board Hearing	<u>0</u>
<b>TOTAL</b>	<b>0</b>

**MONTHLY REPORT TO CENSUS BUREAU FOR NEW CONSTRUCTION:**

<b>Commercial Permits</b>	<b>0</b>
<b>Total – Construction Value</b>	<b>\$ 0.00</b>
<b>Residential Permits</b>	<b>2</b>
<b>Total – Construction Value</b>	<b>\$ 192,109.00</b>

**MAJOR PROJECTS:**

1. Taurus Project: inspections performed on a timely basis
2. D R Horton Coconut Cay: plans, permits and inspections performed on a timely basis.
3. EDEN Overhaul in progress
4. Homeowners – Bill of Rights
5. Permitting Guide
6. Charter High School: expedited plan review in progress

7. Mercedes Benz: inspections performed on a timely basis

## **CODE ENFORCEMENT (Roderick Potter)**

- Conducted the monthly management field zone review.
- Code lost 1 Supervisor due to a transfer to the Community Development Department.
- Code Compliance area Supervisor or Officer attended a total of 7 Community Association and Neighborhood Crime Watch meetings consisting of (Scott Park Community meeting to address park facilities, Law Beat 34 Riverview Crime Watch meeting, North County Neighborhood Crime Watch meeting, Norwood Crime Prevention meeting, Isabella Neighborhood Crime Watch meeting, Leslie Estates Neighborhood Crime Watch meeting and the Vista Verde Crime Watch meeting).
- Building & Code management team hosted a meeting with the Vista Verde and Miramar Gardens HOA presidents.
- Building & Code management staff attended the Law Beat 34 Key Stakeholders meeting.
- Code Compliance Division held a Special Operation to conduct after-hours sweeps of the City for illegal activities from 10pm – 2am.
- Code Division Director and License & Housing Manager attended the KAPOW Awards Recognition dinner.
- The Building & Code management team held a meet & greet breakfast for Building & Code staff.
- Code Compliance Guest Services Committee held its monthly customer service improvement meeting.
- Code Compliance represented the City at the Myrtle Grove Elem. Career Day Event.
- Code management team attended the State of the City Address.
- Code Compliance continued co-op meetings with Miami Dade County Solid Waste representatives to resolve issues and expedite bulky waste pick-up.
- Conducted the monthly Housing Division meeting.
- Conducted monthly general staff meeting and weekly management staff meeting.

- Laser fiche quarterly destruction completed.

## **PERSONNEL**

### Staff Development:

- All CEO's attended the Gold Coast Association of Code Enforcement (GCACE) network and training.
- The first 2 Code Compliance LDR training sessions were completed.
- Data Entry Clerk attended a Cintas document destruction training.

<b><u>CODE Stats:</u></b>	<b><u>Feb 10</u></b>	<b><u>Mar 10</u></b>	<b><u>Apr 10</u></b>	<b><u>May 10</u></b>
Business Tax Receipt Inspections	55	79	45	45
Certificate of Use Inspections	55	79	45	44
Landlord Permit Inspections	74	464	31	14
Warning Notices Issued	438	364	189	334
Civil Violation Notices Issued	128	188	468	99
Re-Inspections	501	598	288	360
Special Master Hearings	23	17	19	28
Massey Hearings	42	73	45	42
Lien Amnesty Request Hearings	9	9	12	13
Extension Requests	37	50	33	27
Complaints Received	170	193	153	158
Proactive Cases	257	387	162	217
Cases Closed Within 30 Days	171	170	124	167
Cases Closed Within 60 Days	11	14	1	4
Cases Closed Within 90 Days	31	14	5	12
Special Operations-Code	9	4	18	11
Special Events	4	2	2	1
Illegal Signs Removed	707	839	793	642
Phone Calls Received by CEOs	333	359	212	245
Parking Tickets Issued	34	25	12	7
Lien Searches	129	144	152	186
Joint Operations-MGPD	4	0	0	4
PD Requests for CE	22	18	26	8
Storm water Postings	0	0	0	0
Abandoned Vehicles - Tagged	31	35	15	25
Abandoned Vehicles - Towed	4	7	0	0

<u>Licensing Stats</u>	<u>Feb 10</u>	<u>Mar 10</u>	<u>Apr 10</u>	<u>May 10</u>
New Business Tax Receipts	66	100	42	50
New Certificates of Use	46	49	30	33
New Alarm Permit Accounts	38	52	53	63
New Landlord Permit Accounts	8	7	12	6
Business Tax Receipts Issued	208	188	135	58
Certificates of Use Issued	158	169	121	37
Alarm Permits Issued	33	21	18	39
Landlord Permits Issued	33	307	94	37

<u>Housing Stats</u>	<u>Feb 10</u>	<u>Mar 10</u>	<u>Apr 10</u>	<u>May 10</u>
Re-occupancy Inspections	45	47	58	37
Re-occupancy Certificates issued	43	55	57	56
Administrative Foreclosure Inspections	8	15	0	10

**Note: All totals are from beginning to end of month.**

## SCHOOL CROSSING GUARDS (SGC) (Cherise Alicia)

### **Tasks Completed:**

- SCG Year End Procedures
  1. Absentee Reports
  2. Last week of school /early dismissal
  3. Uniform Collection

### **Meetings Attended:**

- Departmental mtg. w/DCM Renee Farmer – 5/26/10
- Director’s Mtg.-
- SCG Employee Staff Mtg.- 06/04/10
- Agenda Review/ Staff Meeting –
- CTST Meeting- 05/03/10

### **Meetings scheduled:**

- CTST Coalition Meeting – July 5, 2010

### **Misc:**

- **Tuesday, May 25, 2010- Family Child Safety Class**

Parents and caregivers were educated on the proper use of seatbelts and car seats. There were a total of 8 attendees.

- **Injury Free Coalition for Kids Health and Safety Fair-**

**Saturday, June 5, 2010**-School Crossing Guard employees provided Child Safety Identifications to approx. 23 children at the Health and Safety Fair held at Armbrister Park in Coconut Grove, Florida.

## Employee Incident Reports:

- Total: 0

Terminations: 0 Resignations: 0 New Hires: 0

## ASSISTANT CITY MANAGER (Vernita Nelson)

- Media & Events Division – Completed Production Agreement for 2011 Jazz in the Gardens music festival.
- Capital Improvement Projects Department – Continue to assist with capital improvement projects; assisted in preparation of agenda items; leading efforts to navigate through the county’s Safe Neighborhood Parks and Building Better Communities Bond processes to secure funding contracts.
- Miami Gardens / Opa Locka Youth Violence Initiative –
  - Extended contract has been approved; Met with Children’s Trust representatives to review monitoring outcome report scoring. Working with program staff to instill “best practice” case management procedures using developed Daily Outreach Log and Weekly Contact Reports; Staff attended pre-bid meeting related to The Children’s Trust recent Request for Proposal;
  - Staff attended Miami Gardens Community Safety Fair to conduct Civic Engagement Survey and asked youth to complete an anti-violence oath. Brochures were distributed and Peace Tea a refreshing drink provided to participants.
  - Worked with Parkway Middle School, CMG Code Enforcement and CMG Community Outreach to develop a youth community service project that assisted a resident at 175th Street and 25th Avenue who was frequently cited for graffiti. The project involved the youth in painting a mural on the wall which was frequently marred with graffiti. Eighth grade students painted the mural with assistance from the school’s Trust Specialist and Math Teacher
  - Attended Ounce of Prevention – Florida Children’s Initiative Replication Workshop in Orlando, Florida May 26 – 27, 2010. Purpose of the workshop was to learn about the Harlem Children’s Zone evidenced-based community development model and develop a collaborative application to the Department of Education Promise Neighborhood RFP with other communities throughout Florida.
  - Monthly Coalition Meeting (2nd Tuesday of each month) included JSD presentation to the members about the need to increase civil citation referrals instead of detention for juvenile misdemeanor and first offenders.
  - Conducted Care Coordinator interviews to hire a new Care Coordinator.
- Public Works Department – Assisted in preparation of agenda items

- Weekly Department/Division Meetings
- City Manager's Office – Oversight of the Employee of the Month Program; Assisting with FY 2011 budget preparation.
- Progressive Young Adults Committee – Members are assisting staff with the Census 2010 "Be Counted" public awareness campaign. Committee meetings are held every 3<sup>rd</sup> Sunday of the month.

#### Additional Meetings:

- 5/19 – safe neighborhood Parks Bond Program Committee Meeting
- 5/20 – CMG Historical Evening
- 5/21 – The Children's Trust
- 5/25 – Commissioner B. Jordan and Miami-Dade CIP staff
- 5/26-27 -- Florida Children's Initiative Replication Workshop
- 6/3 – YVPC Executive Board Meeting

#### **COMMUNITY OUTREACH (Lillie Q. Odom)**

No report. Vacation.

#### **MEDIA AND SPECIAL EVENTS Coordinator (Ula Zucker)**

- Completed the April issue of the Community Newspaper. The May issue is available online at [www.communitynewspapers.com](http://www.communitynewspapers.com). At present we are still awaiting the arrival of the June paper. Due to delays in printing press services, our paper is running behind. We are however working on the July issue.
- We have reconciled the Jazz in the Gardens 2010 event budget. Final expenses and revenues have been reported to the City Manager. The event generated revenue of over \$115,000 for the City this year. With over 40,000 attendees at the 2010 Jazz in the Gardens music festival, it was featured as the Best Music Festival of South Florida in the Miami Times 2010 Best issue. Please see attachment.
- We have finalized contracts for the sponsorship consulting services and production services for the 2011 Jazz in the Gardens event. We are in the early phases of planning for 2011.
- Met with Sun Life Stadium to discuss future of Jazz in the Gardens as it relates to Stadiums support for this event.
- Staff has been assisting Miss Abigail Williams, Miss Miami Gardens 2010, with her Miss Florida competition preparations. The Miss Florida Pageant is July 7-10, 2010. Preparations include paperwork, wardrobe, talent, fundraising and a mix of

other elements for the upcoming Miss Florida Pageant. For more information about Miss Miami Gardens, visit [www.missmiamigardens.com](http://www.missmiamigardens.com).

- The 6<sup>th</sup> Annual Memorial Day Breakfast hosted by Councilman Melvin Bratton, was held at the Smith Conference Center located on the Florida Memorial University Campus on Memorial Day, Monday, May 31<sup>st</sup>, 2010, at 8:30am. Approximately 260 people attended the function and honored our fallen soldiers. This was a most successful event.
- Attended the initial Hurricane Readiness Section Chiefs meeting hosted by the Miami Gardens Police Department.
- Event and Media staff attended the Human Resources Re-Orientation sessions to review new Employee Policy Manual/Handbook.
- Staff has been attending the Employee Communications Forum.
- The Online newsletter has been consistently delivered to the subscribers for the past several months. Subscribers have increased and we are now at 11,000 from 5,000 a year ago. Subscribers vary from City residents to out-of-state interested parties.
- Met with Sun Life Stadium to discuss future of Jazz in the Gardens as it relates to Stadiums support for this event.
- The 5<sup>th</sup> annual Hurricane Expo has been cancelled due to budget constraints, however the City has decided to take a different approach and develop a radio/online Hurricane Preparedness Campaign that will have more reach and make more of an impact. The campaign is in the process of being develop and staff is working with Cox radio to create this campaign which will feature interviews, demos and a request to sign up for Code Red Alerts.
- We are currently structuring a plan to produce the Arts and Culture Festival that will be sponsored by Councilwoman Watson. This event is slated to take place between the summer and fall 2010.
- NorthStar has presented three creative concepts for the City as part of their contractual commitment to assist us in branding the City. We are still in the process of reviewing these concepts and will choose one of three which best exemplifies the City as we wish to market it as a community and destination brand. The City Manager currently has these concepts and will decide along with a team of peers which concept best represents the City of Miami Gardens.
- Our public relations efforts are ongoing. Please see the Community Outreach Department for press clippings, pictures or items of the sort. We are also placing advertisement and purchasing media for other departments.

**PURCHASING (Pam Thompson)**

1. Prepared and issued nine bid/RFP:
  - Annual Contract for Storm Drain & Canal Maintenance
  - Installation of Security System – City Hall
  - Annual Contract Purchase Plants & Trees
  - Re-issue Fitness & Health Management
  - Annual Contract for Catering Services
  - NW 183<sup>rd</sup> Street Improvements
  - Public Private Development Opportunity
  - Home Rehabilitation 3020 NW 156<sup>th</sup> Street
  - Home Rehabilitation 2260 NW 154<sup>th</sup> Street
  
2. Prepared and issued four quotations:
  - Storage Services
  - Audio Visual MGCC
  - Athletic Field Striping Material
  - Saddle Boxes
  
3. Preparing specifications for the following:
  - Home Rehabilitation 4191 NW 199<sup>th</sup> Street
  - Annual Contract – Sidewalk Replacements
  - Annual Contract – HVAC Maintenance
  - MGCC phase II – Amphitheatre
  - Virtualization Project
  - Annual Contract Trailer Repairs
  - Annual Contract Auto Body Repairs
  - Demolition Services – Mt. Hermon Church, 2245 W. Bunche Park Dr.
  
4. Issued 130 Purchase Orders
  
5. Continue to maintain Fixed Assets (ongoing)
  
6. Continue to order and assist with auditing fuel card program
  
7. Continue to train and assist City staff on Eden software
  
8. Continue entering contracts into Contract Management (ongoing)
  
9. Continue assisting vendors with on-line vendor registration Bids & Quotes – bid vendors (ongoing)
  
10. Continue to add current contracts to Procurement Web Page

Purchases \$25,000-\$50,000			
Date	Vendor	Service/Project	Amount
5/25/10	Behar Construction	NSP 1301 NW 190 <sup>th</sup> Street	\$68,960.00
6/3/10	Delcons	NSP 17951 NW 6 <sup>th</sup> Place	\$59,990.00


**FLEET SERVICES** (David Motola)

- **Fleet Management Software Utilization (Ongoing)**
  - Repairs are being entered in the data base, and vehicles are being tracked based upon the established preventative maintenance schedule
  - New vehicles being placed in service are being entered into the data base and units taken out of service are inactivated.
  - Fuel usage is being entered into the data base reflecting both economy and total operating cost
  - Reports are now available to reflect expenditures by repair category or department.
  
- **Fuel Usage (Ongoing)**
  - Monthly reports of fuel usage with concern identification provided to all Department Managers for concurrence.
  - Fuel invoices are being maintained electronically, master bill.
  - Fuel invoices are reviewed and billing errors are reported to Procurement for investigation and resolution.
  
- **Weekly Check Sheets (Ongoing)**
  - Weekly check sheets are still being received from Building & Code, CIP, Parks & Recreation, School Crossing Guard and Public Works.
  
- **Yearly PD Calibrations**
  - a) Fleet Representative and Sgt. Brown ensured that all police vehicles requiring speedometer inspections were performed.
  
- **Hurricane Preparedness**
  - Fleet Manager and Fleet Representative attended the Hurricane Prep. Meeting
  
- **K9 Units** – Concerns with Hot and Pop Canine protection system; revised parts currently being installed for evaluation.
  
- **New Equipment**

- CAT Backhoe Loaders – 2 units were received and placed in service on 6/08/2010 for the Public Works Dept.
- **Decals** – 5/21/10, Decals installed on city vehicles for Parks' Recreation and Maintenance Divisions and Public Works. Fleet Administrator inspected remaining city vehicles and worked with graphics vendor for additional decals for units. Decals are currently in production for SCG, IT & PW Heavy Equipment.
- **New Vehicles** - All units received and placed in service less Code Enforcement and PD Investigation Van. They are scheduled to be put in service in late June.
- **Surplus Vehicles** – Fleet Manager met with Department Heads to identify units with low utilization to sell as surplus, turn in process should be complete by the mid July.
- **Vehicle Inspections** - Fleet Staff and Kathy from HR inspected Code Enforcement and Building Department vehicles, 6/4/10.
- **Collision Repair** – Continue to work closely with vendors, Risk management, and user department to provide prompt collision repairs within departmental policy and procedures.
- **Tire Repair / Road Side Assistance** – An inventory of used / temporary tires have been placed in inventory and used on an as needed basis. Signs posted to designate tire and wheel applications.
- **Warranty Repairs** – Check service repair invoices against vehicle warranty to insure proper billing for services.
- Fleet Manager performed weekly lot checks, identifying vehicles that were left unlocked and notifying department heads.
- Fleet Administrator routinely contacts vendors for monthly accounting statements to research and reduce invoices from becoming past due.
- Maintain hubcap inventory for Police vehicles. Provided an alternative hub cap for purchasing to research whether we can procure from them
- Regular visits to mechanical and body shop vendors for visual vehicle repair status and updates and drop off and pick up vehicles at various locations.
- Fleet Admin. scheduled car wash detail appointments and window tinting services for various departments.
- Fleet Admin attended monthly Forum meeting with Deputy City Manager.
- Fleet Service Representative met regularly with Police Department vehicles liaison, Sgt. Brown to discuss and address repair issues and concerns.

- Performed daily and weekly inspections for all city departments' vehicles and equipment.
- Replaced spot light bulbs and missing hubcaps on Patrol cars.
- Responded to multiple service calls for Police, Public Works, Parks Maintenance, Building and Code Enforcement departments, addressing their concerns.
- Monthly start up and check City Hall and Parks standby generators.
- Fleet Admin. processed invoices received from vendors regarding parts, service, and maintenance on vehicles and equipment.
- Fleet Admin. Prepared requisitions necessary to purchase parts, accessories, maintenance and services.
- Community Service

Fleet Staff spoke at Career Day at Myrtle Elementary, May 13, 2010, the class did a drawing competition and a winner was announced June 7, 2010.

## **INFORMATION TECHNOLOGY (Ronald McKenzie)**

This Status report covers the activities of the Information Technology Department for the period from 05/20/2010 through 06/17/2010. It is organized into the following areas:

- Significant Accomplishments
- Significant Issues
- Schedule Status
- Travel Activity

Accomplishments from Month:

- Significant Accomplishments
  - Completed our first class in the Senior Computer Literacy Program. Gardimyr Pierre served as instructor for all 6 sessions. We were able to graduate 9 Senior Citizen students. They all have basic computer and typing skills and said they feel much more comfortable using a computer for basic functions. The program will resume with some modifications again in September. We are also looking into partnering with one of the high schools to allow the children to get community service credit for teaching or helping in the class and work towards our goal of bridging the generational divide. We have over 80 seniors on the list for future computer training.
  - Completed Database for Code Enforcement Officers to use while in the field. Database allows them to print reports and forms in the field and become more efficient. Code Management has decided that this is a better way of doing

- business since the connection to EDEN is slow. Although completed the software has not been deployed to all Code Officers yet. We are still working with Code to make sure that the reports are properly formatted.
- Met with DCM to discuss IT budget for the department and for the city. Streamlined spending and came up with a solution for matching the needs for the city.
  - Shaped the ‘Our Promise’ document into a card sized hand out. Worked with DCM to make sure wording and spacing was correct. Sent specs to Brianna for mass purchase for employees.
  - Met with PD and Dispatch staff to discuss and create a plan for improving the Police Command Vehicle. As it stands now, the command vehicle is not ready for deployment. Communications was not considered when the van was purchased so we are not in the process of making the vehicle functional. We have created a Command Vehicle Renovation Team to devise a plan to make the van functional.
  - Participated in a group site visit with the PD Command Vehicle Renovation Team. We went to Homestead to see the City of Homestead’s Command vehicle and learn best practices for renovating and improving our command vehicle. The visit was tremendously educational and inspiring. The entire team left with ways to provide better functionality to the Miami Gardens Police Department in the event of a disaster and various ways to improve our Command Vehicle. We have scheduled two more site visits with two other cities so that we can see what ‘success looks like’ and create a master plan based on budget and functionality, to improve our command vehicle.
  - Continued deployment of new replacement laptops for Police Department Officers. We have received the next 25 computers and mounts for rollout. We will be rolling them out next week. We have deployed 50 and have 50 more to go.
  - Completed labeling, scanning and inventorying all IT assets city wide to include PD, CH and Parks. IT created a database for collecting and keeping track of the information.
  - Working diligently to improve our EDEN software in the city. Tyler came on site to conduct training. The training was poorly attended, but those that attended received valuable information to help with their setup. Bldg and Public Works had

- Worked with the DCM to come up with a better plan for improving EDEN. We decided to add an additional week to the proposed 4 week plan. This we was specifically designed to address the many reports and forms that are needed by the departments. The DCM came up with an idea to train staff on Crystal Reports (just the software) to give them a better foundation on the software, before Tyler came back to teach how Crystal integrates with EDEN. This proved to be tremendously successful and was well received by all staff that attended. We brought in New Horizon to do the training, (which was attended by Bldg Services, Code Enforcement, Public Works, Planning and Zoning, Finance, Procurement and IT). We designed the class so that the Crystal Report training from Tyler would follow immediately. The result is that we started the class with only about 4 people in the city that were intermediate or better with using Crystal Reports, we now have over 15 people that are intermediate or better!
- Continued work in support of Miami Gardens Community Center project. Completed working with Access Limited to connect the security system from MGCC to PD. The cameras are all set up and can be monitored from PD. We are working on the access card readers and intrusion detection devices.
- Completed working with Cross to add a part to the phone system for overhead paging in MGCC. Worked with the A/V vendor to integrate the phone system with the A/V system We now have overhead paging installed and operating at the MGCC.
- Ordered the computer equipment for MGCC and the outside phone circuit. Currently calls can be made and received but the numbers have to be a number from the PD or CH campus.
- Still working to establish Unified Communications. This in effect is combining phone services with email and video services. The IT Department will be Piloting this new technology in June. We expect to begin a pilot with select other users in July
- Performed many website updates. Changed pictures for command staff at PD and many other updates to the CH website.

- Continued deploying new AT&T aircards to PD officers. Will continue slow rollout until aircards have been divided into a 50/50 split between AT&T and Verizon.
- Performed a site visit to U and Me Moving and Storage. This is a company that Palm Beach County uses to store their backup tapes. The site was adequate. Worked with Procurement to piggy back on the palm Beach county contract. We now have a contract for storing our backup tapes off site. The first load of tapes will be picked up on Friday 6/18.
- Working on RFQ for the virtualization project. We expect to have that completed and out by end of June.
- IT Team continuing their testing of Windows 7, MS Server 2008 and some virtualization products, in preparation of capacity planning and creating a more efficient environment.
- Began interviewing for Web Master Position. Hope to give out an offer letter in the next two weeks.
- Continued working with the Parks Department and CIP on security and low voltage wiring for Carol City Community Center.
- Significant Issues
  - Security system at CH is old and beginning to malfunction more frequently. Our old service provider Segutronics is no longer in the business of providing maintenance on the system. IT is looking into finding another maintenance provider to maintain the system until we can afford to get a better one.
  - Due to various meetings being held in the evening, my overtime budget is being taxed at a quicker rate than originally planned. May have to address different hours for IT staff in order to continue the service levels needed for support.
- Schedule Status
  - Working with Procurement to find PRI pricing for voice circuits for MGCC and possibly other sites.
- Travel Activity
  - Ron attending CCDA training in May.
  - Ron and Ricardo scheduled to attend FLGISA annual conference in July.

## **PUBLIC WORKS DEPARTMENT (TOM RUIZ, DIRECTOR)**

1. Staff continues to clean and maintain bus bench areas throughout the City. This month we had two cans replaced that had been burnt, NW 191<sup>st</sup> Street and 27<sup>th</sup> Court and NW 207<sup>th</sup> Street and 27<sup>th</sup> Avenue. Both were replaced with new can and liner.
2. Staff continues to mow public right-of-ways to ensure that the roadways are aesthetically pleasing. We are also spraying curbing and paved medians for weed control. The many trees that have been planted since last month have grown in even more. It gives our City a more cared for appearance. This month even more trees have been planted in regard to our city wide canopy program.
3. Two streets crews continue to repair sidewalks throughout the City. This is a great task and the guys are doing an exceptional job. We are not only repairing sidewalks but also roadways, edge of roads, potholes and sinkholes to insure the safety of our residents, those who are visiting or just passing through.
4. Staff continues to trim and prune trees citywide, especially during the upcoming hurricane season. This also gives residents an added security.
5. We continue cleaning drains around the City. We have both combination vacuum trucks on the road battling debris and sedimentation within our storm systems. Flooding has decreased in those areas.
6. The City of Miami Gardens Council approved a budget of \$371,207 in America and Reinvestment Act of 2009 (Recovery Act) Community Development Block Grant funds in May 27, 2009. On June 9, 2010 the City of Miami Gardens Council awarded the contract to Florida Engineering in the amount of \$168,507.36. The project consists on drainage improvements in the Bunche Park Neighborhood Revitalization Area and will cover NW 161 Street from NW 26 Avenue to West Bunche Park DR and NW 162 Street from NW 26 Avenue to NW 162 Street Road.
7. General Asphalt has completed the replacement of damaged sidewalks and ADA ramps for Project C (LAP Roadway Improvements ARRA). 5,565 linear feet of damaged sidewalk were replaced along NW 199 Street and NW 191 Street from NW 27 Ave to NW 47 Ave.
8. The City of Miami Gardens received \$100,000 from the Florida Department of Environmental Protection for drainage improvements. The project consists in drainage improvements and will cover the north and west side of Scott Lake Elementary School located at the intersection of NW 175 Street & NW 12 Avenue. On June 9, 2010 the City of Miami Gardens Council awarded the contract to Rock Power Paving in the amount of \$91,732.90.
9. On January 27, 2010 the City of Miami Gardens Council approved a budget of \$350,000 for drainage improvements in the residential area which covers the area

- from NW 19 Avenue to NW 21 Avenue and NW 191 Terrace to NW 195 Street. For this project the amount \$131,096 was received from SFWDM and the City will match it with \$218,904. On June 1, 2010 Staff meet with City's Consultant Chen and Associated to discuss the proposal for design phase of the project.
10. On January 27, 2010 the City of Miami Gardens Council approved a budget of \$150,977 for drainage improvements in the residential area which covers the area from NW 38 Avenue and NW 38 Place and NW 208 Street and NW 209 Street. For this project the amount \$30,977 was received from SFWDM and the City will match it with \$120,000. On June 1, 2010 Staff meet with City's Consultant Chen and Associated to discuss the proposal for design phase of the project.
  11. On May 22, 2010, Straightline Engineering completed 981 LF of sidewalk replacement as part of the Capital Improvement Project in the Carol City area between NW 173rd Street and NW 170th Street from NW 47th Avenue to NW 42nd Avenue. The CIP sidewalk replacement project for 2010 has been completed with a total of 3211 LF of sidewalk replacement.
  12. Public Works issued 22 permits of which 13 for driveways and sidewalk, 6 for utilities, one for paving and drainage and 2 for banners.
  13. With our new Stormwater GIS setup, to date, we have reviewed and/or analyzed 11 commercial properties, and determined that a total of 1,175 ERU's (Equivalent Residential Units) were not being billed due to the information originally received by the County when the Stormwater Utility was turned over to the City. The missing amounts are equivalent to \$4,700 monthly, \$14,100 quarterly, or \$56,400 yearly. These properties will also be back charged. Staff will continue to assess the rest of the commercial properties to check the ERU's.
  14. On May 22, 2010, Straightline Engineering completed 981 LF (Approx. 196 flags) of sidewalk replacement as part of the Capital Improvement Project in the Carol City area between NW 173rd Street and NW 170th Street from NW 47th Avenue to NW 42nd Avenue.
  15. The CIP sidewalk replacement project for 2010 has been completed with a total of 3211 LF (Approx. 642 flags) of sidewalk replacement.
  16. Update on the Miami Gardens Drive Landscaping Project - 2nd phase (Project is between NW 27 Avenue and NW 47 Avenue on NW 183 Street): DERM and FDOT have approved the dry runs and originals will be submitted for permits. FPL is working on the invoice for electrical service. On May 11, 2010 Bid Documents were sent to Procurement for their review. Waiting for WASD to approve dry run.
  17. Staff attended the CTST (Community Traffic Safety Committee) on June 7, 2010
  18. The NW 7 Avenue Road Improvement Project Plans are in the process of getting completed. The tentative start date is late August. Staff met with three residents that have driveways that will be in conflict with the project. Staff informed residents that City will relocate their driveways at no cost to them. All the residents approved

19. On June 4, 2010, staff attended the Miami Dade County Emergency Operations Center Senior Leadership Briefing which covered hurricane preparedness topics.
20. On June 11, 2010, staff organized and attended the Underground Facility Damage Prevention and Safety meeting.
21. On May 18, 2010, the Director and the Procurement Manager attended a FDOT Hurricane meeting/exercise.
22. On May 19, 2010, staff met with the State Inspector General on the ARRA Stimulus Projects. This was a question and answer meeting due to all the documentation that is required for every step of the projects.
23. On the week of May 24, the Director and Floodplain Administrator attended the State Hurricane Conference.
24. On June 2, 2010, staff attended the 2060 Florida Transportation Plan – Sustainability in transportation.
25. Staff attended the Crystal Report Training on June 4 and June 7, 2010.
26. On June 4, 2010, staff attended the Senior Leadership Briefing at the Miami-Dade Fire Rescue Headquarters' Auditorium. Topics discussed were: 2010 Hurricane Season Outlook, Community Based and Non-Profit Organizations Roles Pre - Post Disaster, and FEMA & State of Florida Preparedness Efforts.
27. On June 8, 2010, staff attended a teleconferencing for the Red Light Running Camera Video. Since it was passed by the State, the meeting was to let all agencies know that there will be guidelines coming down from the State.

## Keep Miami Gardens Beautiful (Tsahai Codner, Director)

### **Grants**

- Submitted tree planting grant for \$10,000 to FDOACS- **approved**

### **2009 - 2010 In-Class Environmental Education Program Completed**

- Provided one hour environmental Ed. outreach to 3<sup>rd</sup> and 4<sup>th</sup> grade classes in the city.
- Reached 16 of the cities 18 elementary school.

### **City's New Recycling Program**

- Ten of the parks after-school facilities are using the recycling bins. Free removal provided by our sponsored partners at Waste Management Inc.

- Businesses, community organizations and schools who currently have recycling pickups can receive a free recycling bin from the city

## **Great American Cleanup 2010**

- June

## **Summer Beautification Award**

- reviewing nomination forms

## **Earth Day Art contest**

- Working with city's Storm Water division to outreach to local schools.- completed

## **Landscape Maintenance**

- This month 346 trees were installed along residential neighborhoods. Cassias, Dahoon Holly, Yellow Poinciana and Pink Tabs.
- Getting quotes to have 15 donated royal palms removed from tree farm, delivered and installed in city's right of way.
- Crews working to replace died plant materials along landscaped areas.

## **Community Beautification projects**

- Ongoing
- 2 major community projects completed this month

## **Annual Litter Index study**

- In progress

## **City's Community Beautification Grant**

- The new application for the Fall is now available

## **Green Meetings**

- 2060 Florida Transportation Plan – Sustainability
- Green Print Municipal Meeting
- Keep America Beautiful Florida Affiliate annual meeting

## **ASSISTANT CITY MANAGER (Daniel Rosemond)**

### **On Vacation**

## **RECREATION DEPARTMENT (Kara Petty, Director)**

### **Recreation Division**

**Shining Stars After-School:** The children were engaged in various activities such as homework assistance, arts & crafts, creative indoor and outdoor activities, chess, etc. In addition, certified teachers improve their reading, math and science skills. This month they participated in an inter-park kickball tournament and a voluntary fishing program.

- Bennett M. Lifter Park: sixteen (16) participants

- Brentwood Park: thirty-eight (38) participants
- Myrtle Grove Park: eighteen (18) participants
- Rolling Oaks Park: forty (40) participants
- A.J. King Park: twenty-seven (27) participants
- Buccaneer Park: Eighteen (18) participants
- Miami Carol City Park: thirty-one (31) participants
- Vista Verde Park: four (4) participants/nine (9) 4H participants/twelve (12) teens
- Bunche Park: fourteen (14) participants
- Norwood Park: thirty-six (36) participants
- Scott Park: thirty-five (35) participants

## **Seniors Program:**

**May 18:** Over 140 seniors came out and enjoyed themselves for a fun filled day at Miami Carol City Park. Senior day took place from 10am-2pm and was catered by Adams Catering.

**May 24:** Meeting held with Daniel Rosemond, Kara Petty, Carl Williams, and the senior representatives individually to discuss concerns and issues for Senior Program.

**May 26:** A tour of the Senior Center was taken with Carl Williams, Daniel Rosemond and Kara Petty. This meeting was conducted to view the condition of the site and move forward with the planning of its use.

Senior Program is now on recess from June 1, 2010 till September 6, 2010 for summer camp programming.

## **Kids Day Off:**

**June 10:** Brentwood, Myrtle Grove and Rolling Oaks had a fun filled day at the park. Box lunches were provided by Adams Catering (turkey sandwiches, chips, cookies and drinks).

**June 11:** Brentwood, Myrtle Grove and Rolling Oaks had fun filled day at Brentwood Pool. Lunch was provided by Adams Catering (hamburgers, hot dogs baked beans and drinks).

## **Summer Days in the Gardens:**

Participants are engaged in programming from 7:30am- 6pm from June 14<sup>th</sup>-August 13<sup>th</sup>. Activities include field trips, swimming, field activities, teachers, chess, and tennis.

- A.J. King Park (Cultural Arts camp, ages 8-12): 44 participants (capacity of 80)
- Bennett M. Lifter Park (General camp, ages 5-11): 40 participants (full)
- Brentwood Park (General camp, ages 5-11): 40 participants (full)

- Buccaneer Park (General camp, ages 5-11): 60 participants (full)
- Miami Carol City Park (Sports camp, ages 8-12): 80 participants (full)
- Myrtle Grove Park (General camp, ages 5-11): 60 participants (full)
- Norwood Park (General camp, ages 5-11): 60 participants (full)
- Scott Park (General camp, ages 5-11): 60 participants (full)
- Vista Verde Park (General camp, ages 5-12): 30 participants (full)

## **A.J. King Park**

- There is line dancing taking place on Wednesday, Thursday and Friday nights from 6:30pm until 8:00pm.

## **Bennett M. Lifter Park**

- Line dance continues on Tuesday and Thursday with 15 participants

## **Buccaneer Park**

- On June 24<sup>th</sup> over 60 seniors celebrated their end of the season program by enjoying music, games and catered food.
- On Monday evenings adult tennis lessons are offered to the residents.
- Youth tennis lessons are given on Saturday's from 9:00am-10:30am.
- There is line dancing offered on Saturdays from 8:30a.m.-12:00noon for adults various ages.

## **Bunche Park**

- Bunche Park Optimist has completed their baseball program.

## **Cloverleaf Park**

- Line dance class is being held on Monday, Thursday, and Fridays.

## **Miami Carol City Park**

- Walkers exercise around the park starting at 6:00a.m.
- Reoccurring church rentals on Sunday's in addition to Cricket being played on the field.

## **Norwood Park**

- Miami Gardens Express has track practice Monday-Friday.

## **Scott Park**

- Scott Park has daily walkers in the morning and evenings Monday thru Friday.
- Scott Lake Optimist has track practice Monday – Thursday.
- Carol City Sr. High Boys Baseball team is hosting a tournament and games are held on Wednesdays and Saturdays.

## **Vista Verde Park**

- The teens are provided workshops once a week pertaining to life skills, peer pressures, violence, etc. Also, the teens have an opportunity to join Vista's book club. There are 12 teens that are engaging in activities.

- Vista is a part of 4H which children ages 5-12 participates in the program activities and teens 13-17 to receive community service hours. There are 9 children enrolled in the 4H program.
- There are 5 children enrolled in the Drop In program and 5 enrolled in the Homework Helper Assistance program.

## Recreation Highlights

- **During Senior Day the following awards were given:**
  - Kevin Yearby- Certificate of Appreciation
  - Lillie Peterson- Certificate of Appreciation
  - Lashonda McHenry- plaque for "Staying Busy"
  - Joshua Rhodes- plaque for "Cool Under Pressure"
  - George Mitchell- plaque for "Most Outstanding Staff"
  - Deborah Dorsett- plaque for "Most Outstanding Senior Supervisor"
- The Shining Stars flag football cycle concluded on Wednesday, June 2, 2010. Bennett M. Lifter/Myrtle Grove and Buccaneer retained the Shining Stars Afterschool Sports Trophy by winning their second sport in a row.
- Touchdown Club trophy's were presented on May 29, 2010. Parents and participants were very excited about the overall knowledge learned.

## Athletics

- **Sports Development:** Participants ages 5 -11 are taught the fundamentals of sports through fun drills and classroom time. Parents are heavily involved and there are four different cycles throughout the school year: tee-ball, soccer, basketball, and football. Touchdown Football Club at Scott Park: 35 participants
- **Tennis:** Tennis is currently being offered in our After School program as well as a Saturday Tennis Program for kids ages 5-12 at Buccaneer Park. The program is run by an experienced and former college tennis player. Kids learn the fundamentals of strokes, techniques, and rules of tennis. We currently have 16 participants. In addition, there are currently 8 participants enrolled in our adult tennis program. The program runs Monday and Thursday evenings from 6:30pm-7:30pm at Buccaneer Park.
- **Walking Club:** The Walking Club currently has 46 members and they are meeting monthly.

## JANITORIAL AND LANDSCAPING

### A J King Park

- 7 Janitorial visits to clean up park site
- 7 Trash removal

### Andover Park

- 18 Janitorial visits to clean up park site

- 1x Grass cut & detailed grounds
- 2x Premises blown
- 18 Trash removal

## **Bennett M. Lifter Park**

- 19 Janitorial visits to clean up park site
- 1x Grass cut & detailed grounds
- 1x Premises blown
- 19 Trash removal

## **Brentwood Park & Pool**

- 19 (park) & 19 (pool) Janitorial visits to clean up park site
- 1x Grass cut & 1x detailed grounds (pool)
- 1x Herbicide
- 2x Grass cut & detailed grounds (park)
- 1x Trimmed hedges (pool)
- 1x Premises blown (park)
- 19 (park) & 19 (pool) Trash removal

## **Buccaneer Park**

- 19 Janitorial visits to clean up park site
- 19 Trash removal

## **Bunche House**

- 7 Janitorial visits to clean up park site
- 2x Grass cut & lay ant bait
- 7 Trash removal

## **Bunche Park & Pool**

- 7 (park) & 7 (pool) janitorial visits to clean up sites
- Grass cut & detailed grounds 2x (pool) & 2x (park)
- 1x (park) trim hedges
- 1x Herbicide (pool)
- 7 (park) & 7 (pool) trash removal

## **Cloverleaf Park**

- 19 Janitorial visits to clean up park site
- 1x Grass cut & detailed grounds
- 1x Premises blown
- 1x Trimmed hedges
- 19 Trash removal

## **Miami Gardens Community Center**

- 12 Janitorial visit to clean up site
- 4x Grass cut & detailed grounds
- 1x Herbicide & lay ant bait

- 2x Premises blown
- 12 Trash removal

## **Miami Carol City Park**

- 19 Janitorial visits to clean up park site
- 19 Trash removal

## **Mt. Herman Church**

- 7 Janitorial visits to clean up park site
- 7 Trash removal

## **Myrtle Grove Park**

- 7 Janitorial visits to clean up park site
- 7 Trash removal

## **North Dade Optimist Park**

- 18 Janitorial visits to clean up park site
- 18 Trash removal

## **Norwood Park and Pool**

- 19 (park) & 19 (pool) Janitorial visits to clean up sites
- 2x (park) Premises blown
- 14 (park) & 14 (pool) Trash removal

## **Police Department**

- 1 Janitorial visit to clean up site
- 1 Trash removal

## **Rolling Oaks Park**

- 19 Janitorial visits to clean up park site
- 2x Premises blown
- 19 Trash removal

## **Scott Park**

- 7 Janitorial visits to clean up park site
- 2x Grass cut & detailed grounds
- 1x Herbicide
- 7 Trash removal

## **Vista Verde Park**

- 19 Janitorial visits to clean up park site
- 19 Trash removal

- **All park irrigation systems checked and repaired**
- **Removed debris from all parks**
- **Spot sprayed all park sidewalks**

## TRADES

### Administrative Office

- 5/11 Mount dry erase board over file cabinets by side door

### A.J. King Park

- 5/10 Unclogged both outside water fountains
- 5/10 Cut off and replaced the master lock on the south entrance gate
- 5/10 Replaced the deadbolt on the outside storage room
- 5/14 Remove sign in front of building.
- 5/16 Repair the water meter
- 5/17 Changed a few sprinkler heads
- 5/17 Replaced batteries in two clocks
- 5/17 Cleaned the graffiti off of the bench
- 5/18 Replaced two drawers in the kitchen area
- 5/19 Repaired the overflowing urinal
- 5/21 Repaired the two inoperable windows in the rec. room
- 5/28 Installed concrete pads around the backflow

### Andover Park

- 5/11 Repaired the bench and wooden fence

### Brentwood Park and Pool

- 5/11 Replaced the broken fence (park) 6/14
- 5/17 Laid sod around the building

### Buccaneer Park

- 5/10 Remove trash can from basketball court (need to cut with bolt cutters)
- 5/10 Remove front sign with old number on it
- 5/11 Replace rusted vent cover in Men's room
- 5/11 Repaired the leaking water fountain outside
- 5/20 Repaired the a/c to prevent it from blowing hot air

### Bunche Park

- 5/10 Repaired broken lateral line and changed 2 football field valves
- 5/17 Flagged the head for the Landscape crew to air rate the football field
- 5/17 Removed the old ice machine
- 5/21 Repaired the leaking pipe behind the ice machine
- 5/26 Mount the playground equipment

### Cloverleaf Park

- 5/11 Repaired a broken wooden fence

### Betty T. Ferguson Recreational Complex

- 5/27 Removed the fencing for the construction of the bleachers

### Miami Carol City Park

- 5/18 Repaired a main line break
- 5/21 Flagged the heads on the football field and baseball field

## **Myrtle Grove Park & Pool**

- 5/10 Changed broken sprinkler heads (park) 6/14
- 5/11 Mount benches and lifeguard stand to pool deck
- 5/13 Repair broken swing on playground (park)
- 5/13 Repaired the wall in the ladies room (park)
- 5/21 Replaced the green garbage can door (park)

## **North Dade Park**

- 5/11 Repaired the wooden fence
- 5/26 Repaired the wooden fence

## **Norwood Park & Pool**

- 5/10 Replace bulbs in boys and girls room (pool)
- 5/12 Replace bulbs in girls restroom (park)
- 5/26 Mount the playground swing (park)

## **Rolling Oaks**

- 5/7 Repaired the toddler swing
- 5/10 Unclogged the restroom on the inside of the building
- 5/10 Repaired the table located underneath the pavilion

## **Scott Park**

- 5/12 Replaced light bulbs in the teen building
- 5/19 Changed damaged sprinkler heads
- 5/20 Ran an irrigation system in the earth day garden in front of the teen building
- 5/20 Installed new a/c on the south side of the teen building
- 5/21 Ran a second irrigation system into the other garden
- 5/21 Repaired the a/c in the teen building

## **179<sup>th</sup> Street/17<sup>th</sup> Avenue**

- 5/10 Repaired a stop sign that was down

## **Recreation Trainings**

### **▪ Summer Orientation:**

There were 61 Recreational Staff in attendance at the summer orientation held at Scott Park. Staffs had the opportunity to engage in several workshops as they prepared for the Summer Days in the Gardens Program.

## **Current Projects**

- Park Audits: Director has continued park audits to determine efficiency and areas of improvement.

- Youth Sports: Department continues to evolve the new City of Miami Gardens Youth Sports Program. This includes logistics, marketing, website, info line, etc.
- Miami Gardens Community Center: The Community Center Manager continues to work on gathering all FF&E items, develop the Policy & Procedures Manual for the Community Center as well as the Standard Operating Procedures and programming that will be set at the Community Center. Security has been at the Community Center (beginning February 27th) through the evening to prevent vandalism as well as use of the track.
- Norwood Pool renovation: The Aquatic Facilities Manager has worked closely with Capital Improvements to ensure the project is completed.

## **PLANNING & ZONING (Jay Marder, Director)**

**LAND DEVELOPMENT REGULATIONS** - Cyril Saiphoo, Jay Marder, Bhairvi Pandya, Nixon Lebrun, Marilu Gunness

- **LDR amendments** - Coordinate LDR amendments with concerned property owners. Prepare amendments for first reading at the July 7, 2010 Council Zoning meeting..
- **Meetings with industrial park property owner** - Hold on-site meetings with industrial park owner to discuss new LDR landscape requirements for consideration and evaluation with recommendations for amendments. Also held discussions by telephone.
- Implementation of new applications for new procedures.
- Held two (2) training sessions for Code Compliance on new LDR regulations and civil violation tables
- Created new Landscape Plan Approval application for single family residential use.
- Created Interim Landscape Manual based on Miami-Dade Landscape Manual.

**PLANNING** – Jay Marder, Bhairvi Pandya

- **Capital Improvements Element Update in compliance** – Website updates completed for Capital Improvements Element. Copies to be distributed to departments in the near future.
- **School Interlocal Agreement (ILA) Amendment** - Agenda information item prepared. Awaiting Director's directive to submit agenda item and present to City Council.

**ZONING** – Jay Marder, Cyril Saiphoo, Nixon Lebrun, Marilu Gunness, Jacquelyn Gardner

- **Public Hearings**
  - Process and finalize the Florida Memorial University rezoning application for the July 7, 2010 meeting. Provided draft recommendation to Applicant
  - Prepare council memo, executive summary, and amendments for LDRs for first reading at July 7, 2010 Council meeting.

- Finalize and present ALC Charter School recommendation and Declaration of Restrictive Covenants for June Zoning Council Meeting. Follow-up meeting for proposed charter technical school in Miami Gardens Shopping Center.
- Follow up meeting with Florida Memorial University for proposed new dormitory building and rezoning to Planned Development.
- Processed application for Charter School requiring waiver of outdoor area.
- **Plats**
  - Continued coordination of ROW vacation for Miami Gardens Community Center Plat, including finalizing no objections letter from ATT and other utility companies. This involved travel to utility providers' offices.
  - Research new City Hall site platting status for bid package information.
- **Substantial Compliance**
  - Complete Majorca Isles Tract 'C'
  - Complete Majorca Isles Tract 'I'
- **Building/Code Compliance**
  - Reviewed 40 Building Permits
  - Reviewed 61 Certificates of Use
  - Conducted 20 Zoning (Building) Inspections
  - VIP Parking: Denied CU for off-site parking lot serving King of Diamonds in unincorporated area
- **Sign Code Permits**
  - 3 sign plans processed.
  - 5 Temporary sign permit processed.
- **Zoning Verification Letters**
  - 6 processed.
- **Group Homes**
  - 3 Group Homes (Community Residential Home) 1,000' radius verification letters.
- **New LDRs/Code Enforcement**
  - Finalize comprehensive civil violation table for Code Compliance for LDR provisions.
  - Prepared training and permitted use materials with new section references.
  - Held two (2) training sessions for new LDRs. Addressed questions and concerns and responded to questions on interpretation and using the LDRs.
- **Meetings**
  - **FMU Dorms:** Three (3) meetings with development groups for the proposed FMU dormitory development plans.
  - **Old Hospital:** Follow-up discussion and response to letter from attorney for platting and redevelopment of old hospital building.
  - **ALF:** Meeting for potential ALF developer.
  - **New City Hall:** Finalize zoning bid information for Capital Improvements to prepare City Hall bid package.
  - **Andover Guardhouse and Roundabouts:** Met with DR Horton, PW, and CM to coordinate MOT for construction of the new 207<sup>th</sup> Guardhouse.
  - **Batteries Plus and Palmetto Plaza/57<sup>th</sup> Avenue:** Met with new tenant.

EDEN – Marilu Gunness, Bhairvi Pandya

- IT to consider submittal of RFP to Tyler for Parcel Refresh. IT to forward decision whether address import/export should be conducted with one record at a time (out of approx. 30,000 records) or to plan another course of action.
- Attended Crystal Reports Training with Jacqueline Gardener. Created reports as follows:
  1. Monthly activity - summary report
  2. Monthly activity report – general report
  3. Monthly activity - fee report
  4. Group home - details report
  5. Missing folios report (per permit entered by other departments).Finalizing of reports ongoing.

## **GIS – Bhairvi Pandya**

- **City Zoning Map:** Cleaning-up and editing map and database for accuracy-ongoing.
- **Group Home Maps** - Completed 2 group home maps with a 1,000 ft. radius.
- **Florida Memorial University Public Hearing- 3 maps:** Created Mailed Notice Radius map and corresponding property owners listing, zoning map and aerial map for public hearing.

**Website updates:** Continuous communication and meetings with IT to address departmental updates on website. City maps web page update completed for PDF map download. Planning/Master Plans page connectivity restored. Planning and Zoning website formatted and typos removed.

## **Department Standard Operating Procedures/SOPs and Customer Information Materials for LDRs – Bhairvi Pandya** to coordinate with P&Z staff on updating all departmental SOPs. Communications are ongoing with staff members regarding their respective SOP's.

- Completed draft SOPs and flowcharts on the following:
  1. Zoning Verification Letter (VL)
  2. Address Assignment (AA)
  3. Group Home Verification Letter (GH)
- Completed draft Customer flowcharts on the following:
  1. Zoning Verification Letter (VL)
  2. Address Assignment (AA)
  3. Group Home Verification Letter (GH)
- Began creating color coded customer informational brochures on all Zoning Districts and their general requirements. First draft created for all zoning districts. Departmental review ongoing.

## **COMPLETE COUNT CENSUS CAMPAIGN – Jay Marder** with Antranette Pierre and Anthony Jackson of Marome Agency

1. **Representative Oscar Braynon's Town Hall Forum** – At Opa locka City Hall; presented the City's Census Campaign.
2. **Final Report of Census Campaign** - Under preparation; to be provided to City Council at second meeting of June.

3. **Lake Lucerne Area** – Connected local census bureau office with Lake Lucerne neighborhood association for follow-up in hard to count apartment areas of this neighborhood.

## **OTHER**

- Jay: Represented City at Snake Creek Trail I-95 Overpass Feasibility Study Meeting
- Jay: Participated in FDOT's 2060 Transportation Planning – Horizon 2060
- Marilu: Monthly Communication Forum
- Marilu: Safety Committee Meeting
- Bhairvi- Attended monthly Miami-Dade Planners Technical Committee (PTC) Meeting.
- Bhairvi - Attended monthly MPO Transportation Planning Council Meeting.
- Bhairvi: Attended Crystal Report Training from June 8 through June 11, 2010.

**DAILY DEALS** livingsocial **DO MIAMI CHEAP!** Get today's deal!

Search Miami New Times

**Coral GABLES RESTAURANT WEEK** June 7-20<sup>th</sup> CoralGablesRestaurantWeek.com

**People & Places**

Bars & Clubs Food & Drinks People & Places Shopping & Services

Best Festival - 2010

Comments (1)

**Jazz in the Gardens**

For all of those jazzy people in SoFla searching for a little musical healing, look no further than Jazz in the Gardens. Forget the pot-smoking, drunken hot mess that is every other music festival in MIA. JITG is an arena where megamusicians come to spread their melodic wings, and mature concertgoers come to watch them fly. Celebrating its fifth anniversary this year, Jazz in the Gardens has grown to become one of the most highly reputed festival events in the nation. Last year's festivities hosted nearly 40,000 attendees who enjoyed performances by Kenny G, Babyface, Frankie Beverly, Roy Ayers, Erykah Badu, and a slew of other world-renowned artists. This year's fest included performances by Mary J. Blige, Robin Thicke, John Legend, Boyz II Men, and Jon Saxx. The festival, which takes place at Sun Life Stadium, also includes a variety of great food and merchandise vendors from around the world. Tickets range from \$55 for one-day general admission to \$145 for a two-day prime reserve slot.

**Jazz in the Gardens**  
2267 Dan Marino Blvd  
Miami Gardens, FL  
305-623-6100

Visit Website  
Map & Details >>

2  
beats

rss/wool

Share

<http://jazzinthegardens.com>

<< Best Day Trip

Best Bus Route >>

Show Comments (1)

Write to Editor Email to Friend Print Article

Share

**Write Your Comment**

\* Your Name:

\* Your E-mail:

Your City:

\* Comment:

\* Validation Code:

(The four characters are not case sensitive):

Add Comment

\* indicates required fields. Please enable browser cookies before filling out this form. All reader comments are subject to our Terms of Use. By clicking Add Comment, you acknowledge that you have reviewed and agree to these Terms.

Comments may take a few minutes to process and appear on the site. Please do not click the "Add Comment" button again while your comment is being added.

Sign up for free stuff, concert and dining info & more!

enter email address

**Search Best Of Awards**

By Category

By Year

Zip Code

Keywords

Search

livingsocial **DO MIAMI CHEAP** with Daily Deals GET TODAY'S DEAL

**Slideshows**



50 Cent at Fillmore Miami Beach



Best of Miami® 2010: Finest Foods



Best of Miami® 2010: Bars & Music