

RESOLUTION No. 2009-88-1033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR PLANNING SERVICES WITH THE MELLGREN PLANNING GROUP, INC., LOCATED IN FORT LAUDERDALE, FLORIDA, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff previously terminated the consultant that was hired to prepare the City's Land Development Regulations/Zoning Code, and

WHEREAS, City staff prepared specifications to retain a new consultant to complete the process, and

WHEREAS, RFP #08-09-028 was advertised on February 20, 2009, and

WHEREAS, the City received three proposals in response, and

WHEREAS, City staff has reviewed the proposals and is recommending that the City Council contract with The Mellgren Planning Group, Inc., to complete the City's Land Development Regulations/Zoning Code, and

WHEREAS, City Council would like to authorize the City Manager to enter into an Agreement with The Mellgren Planning Group, Inc., for this purpose, and

WHEREAS, funding for this purpose will come from the Planning and Zoning Department Budget,

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

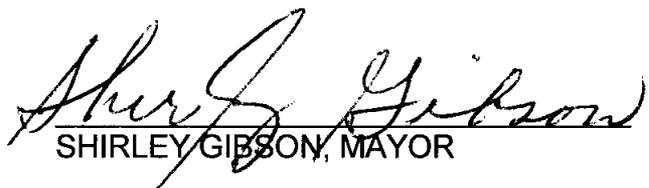
Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorize the City Manager and City Clerk to execute and attest, respectively, that certain Agreement for planning services with The Mellgren Planning Group, Inc., located in Fort Lauderdale, Florida, a copy of which is attached hereto as Exhibit A.

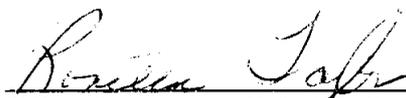
Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to The Mellgren Planning Group, Inc.; and with one to be directed to the Office of City Attorney.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MAY 13, 2009.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

Resolution No. 2009-88-1033

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Gilbert  
SECOND BY: Councilwoman Pritchett

**VOTE: 7-0**

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

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1515 NW 167 Street, Building 5 Suite 200  
Miami Gardens, Florida 33169

## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	May 13, 2009	<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> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	General Fund		<b>Advertising Requirement:</b>		<b>Yes</b> X		<b>No</b>
<b>Contract/P.O. Required:</b>	Yes	No	<b>RFP/RFQ/Bid #:</b>	RFP#08-09-028 LDR/Zoning Ordinance Consultant			
	X						
<b>Sponsor Name</b>	<b>Danny Crew, City Manager</b>		<b>Department:</b>	Planning and Zoning; Procurement Department			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR PLANNING SERVICES WITH THE MELLGREN PLANNING GROUP, INC., LOCATED IN FORT LAUDERDALE, FLORIDA, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

**Background**

At the March 4, 2009 Zoning Meeting, staff briefed the Council with regard to the RFP timeframe and budget for hiring a new consultant to complete the City's Zoning Ordinance. The proposed budget for this service is \$50,000. The target date for Council award was April 8, 2009. The RFP asked the proposer to determine if the project could be completed within the proposed budget and, if not, what additional resources would be needed to bring the project to completion, including city staff participation.

Staff prepared specifications to retain a consultant for the LDR/Zoning Code. The RFP#08-09-028 was advertised on February 20, 2009. A broadcast notice was sent to 926 vendors. Thirty-seven (37) proposal packages were requested. The proposals were due on March 12, 2009, and were publicly opened on that date. Three (3) proposals were received. A copy of the proposal document and submittals are available for review at the desk of the Assistant to the Mayor and Council.

**ITEM K-4) CONSENT AGENDA  
RESOLUTION  
Agreement with Mellgren Planning Group**

### **Current Situation**

The three (3) consultants submitting proposals were:

- Calvin Giordano & Associates
- The Corradino Group
- The Mellgren Planning Group

The review and selection committee included Daniel Rosemond, Assistant City Manager, Jay Marder, Development Services Director, Cyril Saiphoo, Zoning Administrator, and Tom Ruiz, Public Works Director. Each committee member was provided the evaluation ranking sheet, tabulation sheet, proposals, copy of the solicitation and instructions as to the ranking process. The evaluation ranking sheet is attached as Exhibit A.

The Mellgren Planning Group (TMPG) was identified as the top ranking firm. Meetings were held on March 26 and April 3, 2009 to clarify the scope of work and the contract. In order to complete the project within the budget of \$50,000, City staff and TMP G agreed to:

1. A reduction in the required number of meetings from 12 to 8
2. City staff will prepare most administrative procedures plus several other sections of the code including but not limited to:
  - Purpose And Applicability
  - Authority And Responsibilities
  - Administration And Enforcement
  - Public Hearing Process And Notice Requirements
  - Quasi Judicial Procedures; Development Review Processes And Procedures
  - Street Address Procedures And Requirements
  - Concurrency Review Process
  - Subdivision Procedures
  - Development Agreements
  - Community Development Districts
  - Signs
  - Environmental Resource Protection
  - Impact Fees
  - Workforce Housing
  - Alcoholic Beverage Sales And Activities
  - Adult Entertainment And Alcoholic Beverage Uses
  - Public Works And Construction Standards And Requirements
  - Floodplain Regulations.

3. TMPG will be responsible for most zoning standard requirements including but not limited to:
  - Definitions
  - Permitted Uses
  - Area And Dimensional Requirements
  - Design Criteria
  - Additional Requirements And Criteria For Specific Uses
  - Planned Corridor Development Zoning District
  - Parking: Streetscape, Landscape, Tree And Buffer Requirements
  - Nonconforming Uses And Structures And Vested Rights
  - Criteria and Standards For Public Hearing Review.
4. Regarding the Planned Corridor Development Zoning District (PCD), TMPG will complete necessary graphics. They will critically review this form-based district and provide recommendations. Based on their findings and the time invested, TMPG will complete necessary rewrites if within budget. If not, staff will evaluate TMPG's recommendations and resources available to complete modifications and recommend appropriate action.

Staff anticipates an eight to nine month time frame to complete the work, thereby making the timeframe for final code adoption February/March 2010. The proposed resolution seeks Council approval in authorizing the City Manager to execute the attached contract for the service of completing the City's Land Development Code with The Mellgren Planning Group.

**Proposed Action:**

Staff recommends City Council approval of the attached resolution authorizing the City Manager to execute the attached contract with The Mellgren Planning Group, Inc. for an amount not to exceed \$50,000.

**Attachment:**

- Attachment A: Evaluation Ranking Sheet
- Attachment B: Contract with Scope of Services

## AGREEMENT FOR PLANNER SERVICES

THIS AGREEMENT is made and entered into this 13<sup>TH</sup> day of MAY, 2009, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and The Mellgren Planning Group, Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Consultant") and jointly referred to as the Parties.

### WITNESSETH:

WHEREAS, the City advertised a Request for Qualifications ("RFQ") on February 20, 2009, and

WHEREAS, Consultant submitted a Proposal dated March 12, 2009, in response to the City's request; and

WHEREAS, at a meeting held on April 22, 2009, the City Council selected the Consultant and agreed to contract with Consultant to perform the services described in the RFQ AND Consultant's Proposal submitted in response to the RFQ ("Services").

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as follows:

#### Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Proposal Documents prepared by the City for Planner Services for Zoning Code Revisions RFQ#08-09-28 (Exhibit 1).
- (ii) Proposal for the City of Miami Gardens prepared by Consultant dated March 12, 2009. (Exhibit 2).
- (iii) Scope of Services and LDR Outline for Land Development Regulations/Zoning Ordinance prepared by the City (Exhibit 3).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2
- D. Exhibit 3

Article 2      Scope of Work

Consultant will be required to prepare draft regulations, work closely with City staff, attend meetings, and prepare presentations and any printed materials for public meetings/workshops in accordance with Exhibit 3.

Article 3      Qualifications

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the City that the Consultant is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Consultant possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

Article 4      Compensation

For all Services provided by Consultant, the City shall pay Consultant \$50,000.00. All invoices for services shall be submitted not more than once per month and or upon completion and acceptance of each phase/deliverable and in sufficient detail to demonstrate compliance with the terms of this Agreement, and shall include a detailed explanation of all fees and charges.

The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Council. Consultant shall make no charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Consultant with prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the contested amounts and withhold payment on the contested amounts until they are resolved by agreement with Consultant. Reimbursable expenses shall be listed individually, with supporting documentation attached.

Article 5      Completion Time

The work described herein shall be completed no later than ten months from execution of contract, or approval of the Zoning Code Ordinance, whichever is first.

Article 6      Default

An event of default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Consultant has not performed services on a timely basis;
- b. Consultant has refused or failed to supply enough properly skilled Personnel;
- c. Consultant has failed to make prompt payment to subcontractors or suppliers for any services after receiving payment from the City for such services or supplies;
- d. Consultant has failed to obtain the approval of the City where required by this Agreement;
- e. Consultant has failed in any representations made in this Agreement; or
- f. Consultant has refused or failed to provide the Services as defined in this Agreement.
- g. Consultant has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within 90 days of such date.

In an Event of Default, the Consultant shall be liable for all damages resulting from the default, including:

The difference between the amount that has been paid to the Consultant and the amount required to complete the Consultant's work, provided the fees by the firm replacing the Consultant are reasonable and the hourly rates do not exceed the Consultant's rates. This amount shall also include procurement and administrative costs incurred by the City.

The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order, as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

## Article 7      Indemnification

Consultant shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Consultant or its employees, agents, servants, partners, principals or sub-Consultants. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

## Article 8      Insurance

Consultant shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000.00) Dollars, per incident, for property damage.

Consultant shall provide and maintain professional liability (errors and omissions) insurance coverage, 1) \$500,000 per occurrence, \$1,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible. 2) Claims made policy must have an extended period of two years or occurrence based policy. 3) Deductible program or Self Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SRI is required.

Consultant shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$500,000.00 or each occurrence and \$500,000.00 combined single limit.

Such liability policy of insurance shall designate the CITY as an additional insured and Consultant shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Consultant shall also provide CITY with proof that Consultant has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Consultant.

Consultant shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

#### Article 9      Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the termination, Consultant shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager.

The City may, terminate this Agreement for cause immediately, and shall provide notice as soon as possible to Consultant.

Consultant may terminate this Agreement by giving the City at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Consultant and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Consultant to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Consultant will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Consultant for the services provided through the date of termination.

#### Article 10      Ownership

All inventions, discoveries, deliverables, intellectual property, technical communications and records originated or prepared by Consultant pursuant to this Agreement including papers, charts, computer programs, and other documentation or improvements thereto shall be owned by the City.

Article 11    Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 12    Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 13    Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 14    Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Consultant of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Consultant requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Consultant, whether or not similar to the act so consented to or approved.

Article 15    Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or

certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City:  
Danny Crew, City Manager  
City of Miami Gardens  
1515 NW 167<sup>th</sup> Street #200  
Miami Gardens, FL 33169

Consultant:  
Michele Mellgren, AICP President  
The Mellgren Planning Group, Inc.  
6555 Nova Drive Suite 305  
Ft. Lauderdale, FL 33317

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

#### Article 16    Independent Contractor

Consultant is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Consultant shall be by employees of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. The rights granted to Consultant hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

#### Article 17    Assignment

Subject to the provisions above, this Agreement shall not be assignable by Consultant.

#### Article 18    Prohibition Against Contingent Fees

Consultant warrants that it has no employees or retained any Consultant or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Consultant, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19     Attorneys Fees

Should any dispute arise hereunder, the City shall be entitled to recover against the Consultant all costs, expenses and attorney's fees incurred by the City in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 20     Non-Discrimination

Consultant agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Consultant will take affirmative action to insure that all employment practices are free from such discrimination.

Article 21     Conflict of Interest

Consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.11, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23     Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24     Construction

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

Article 25     Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made

in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26     Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27     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. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28     Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 29     Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

The remainder of this page blank

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

THE MELLGREN PLANNING GROUP, INC

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_

(CORPORATE SEAL)

ATTEST:

CITY OF MIAMI GARDENS

\_\_\_\_\_  
Ronetta Taylor, CMC  
City Clerk

By: \_\_\_\_\_  
Danny Crew  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:

\_\_\_\_\_  
Sonja Dickens, City Attorney

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

Heather Loftus  
Print Name:

Heather Loftus

By: MICHELE MEUGREN  
Print Name

Michele Meugren

ATTEST:

Ronetta Taylor  
Ronetta Taylor, CMC  
City Clerk

CITY OF MIAMI GARDENS

By: Danny Crew  
City Manager

Date: 5/14/09

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:

Sonja Dickens  
Sonja Dickens, City Attorney



## City of Miami Gardens

Scope of Services for Land Development Regulations/Zoning Code  
April 2009

### SCOPE OF SERVICES

#### 1. Introduction

The Overall Focus of the Services to be provided by Consultant is to Provide a Zoning Code that Balances Existing, Conventional Areas and Future Mixed Use/TOD/Corridor Development along Major Transportation Corridors. The City seeks to develop a code consistent with our award-winning Comprehensive Development Master Plan, which emphasizes development, revitalization and beautification of our major transportation corridors, State Road 7/US Highway 441, NW 27<sup>th</sup> Avenue, and the Palmetto Expressway/SR 826. The code needs to provide simple, modern, high quality zoning code requirements for City's existing suburban areas. The code also needs to provide high quality development standards and up-to-date mixed-use development standards, criteria, and incentives, especially for the corridors.

#### 2. Deliverables

- **Public Involvement, Presentations and Program.** The consultant will be responsible for presentations at agreed upon public meetings/workshops. The consultant will prepare, and provide timely, fliers and handout related materials, as appropriate, for such meetings. In general, the City will print materials, provide a compiled contact list from prior meetings, and implement advertising in newspapers.
- **Ad Hoc Zoning Code Review Group.** The City has assembled an informal group of lawyers, architects and residents to serve as a peer review group for the code.
- **Anticipated Meetings (minimum):**
  - City Staff: 3 not including telephone conversations.
  - Ad Hoc Zoning Code Review Group: 2
  - City Council: 3 public meetings
- **Ordinance Format and Microsoft Word Format.** The Consultant shall prepare an Ordinance for adoption for the City Council. Consultant shall utilize an ordinance outline hierarchy for proper code format with articles, sections, etc. While the outline provided herein includes all known necessary components, the Consultant is responsible for recommending appropriate formatting and placement decisions, which will be approved by the City. In addition, to the extent Consultant believes that additional sections should be added to the outline, Consultant shall discuss the same with City staff, and City staff will determine whether to include the sections.

In addition to being in Microsoft Word format, the code shall utilize Word Styles for each paragraph so that the document will automatically renumber headings, subheadings, sub-subheadings, which will be tied properly to each other, etc. with the ability to automatically generate a table of contents. Consultant shall review current document and recommend format with outline hierarchy.

- **Graphics.**

- In addition to graphic illustrations necessary for the Planned Corridor Development Zoning District, Consultant shall provide a minimum of approximately 20-25 form-based graphic illustrations of basic site plans including but not limited to 2-dimensional and 3-dimensional depictions, renderings, elevations, setbacks, heights, right-of-way and property lines, landscape depictions, appropriate labeling and graphic summary.
  - At least (1) one graphic illustration to depict zoning and related standards within each proposed zoning district.
  - At least twenty (20) illustrations shall be provided as necessary and appropriate in the code, especially for the following schedules:
    - General Definitions
    - Area and Dimensional Requirements for Buildings, Lots and Accessory Structures
    - Parking
    - Streetscape, Landscape, Tree and Buffer Requirements
    - SUMMARY HANDOUT MATERIALS FOR RESIDENTIAL ZONES
- Provide Three (3) User Hand-out Graphic Summaries of Area and Dimensional Requirements for Residential Zoning Districts/Uses: Handout to include basic site plans for single family, duplex and town house uses similar to existing county brochures; lot coverage, building setbacks, accessory structure setbacks/height for utility sheds, etc., canopy carport setbacks, pool setbacks, screen enclosure setbacks and fence/wall height.

## **ZONING ORDINANCE OUTLINE**

*Consultant shall critically review the draft code and recommend improvements and refinements. The original outline contains two parts, Procedures (Administration) and Requirements (Standards). These sections maybe redesignated as articles, chapters, etc.*

Part 1, Procedures provides the framework to implement the land development code. Its focus is procedures and processes. It also includes responsibilities and the establishment of zoning districts. It is intended to be organized into “chapters.”

Part 2, Requirements, contains the actual requirements, standards, and criteria. Permitted uses within zoning districts, definitions, area and dimensional requirements, and other technical requirements such as parking, landscape and sign requirements are composed of "schedules" for each subject area.

## RESPONSIBILITIES

Primary responsibilities for developing code sections shall be as outlined below. The City will provide the various sections it is responsible for to the Consultant in Microsoft Office format. The Consultant will compile, format and otherwise incorporate the city-prepared sections into the code.

<b>PART I: ADMINISTRATION AND PROCEDURES</b>	<b>PRIME RESPONSIBILITY</b>
<b>PURPOSE AND APPLICABILITY</b>	<b>CITY</b>
<b>GENERAL PROVISIONS</b>	<b>CITY</b>
<b>AUTHORITY AND RESPONSIBILITIES</b>	<b>CITY</b>
<b>ADMINISTRATION AND ENFORCEMENT</b>	<b>CITY</b>
<b>ZONING DISTRICTS AND OFFICIAL ZONING MAP</b>	<b>CITY</b>
<b>PUBLIC HEARING PROCESS AND NOTICE REQUIREMENTS</b>	<b>CITY</b>
<b>CRITERIA AND STANDARDS FOR PUBLIC HEARING REVIEW</b>	<b>CONSULTANT</b>
<b>QUASI JUDICIAL PROCEDURES</b>	<b>CITY</b>
<b>DEVELOPMENT REVIEW PROCESSES AND PROCEDURES</b>	<b>CITY</b>
<b>STREET ADDRESS PROCEDURES AND REQUIREMENTS</b>	<b>CITY</b>
<b>CONCURRENCY REVIEW PROCESS</b>	<b>CITY</b>
<b>SUBDIVISION PROCEDURES</b>	<b>CITY</b>
<b>DEVELOPMENT AGREEMENTS</b>	<b>CITY</b>
<b>COMMUNITY DEVELOPMENT DISTRICTS</b>	<b>CITY</b>
<b>PART II of Zoning Ordinance: Requirements</b>	
<b>DEFINITIONS</b>	<b>CONSULTANT</b>
<b>PERMITTED USES</b>	<b>CONSULTANT</b>
<b>AREA AND DIMENSIONAL REQUIREMENTS</b>	<b>CONSULTANT</b>

<b>FOR BUILDINGS, LOTS AND ACCESSORY STRUCTURES</b>	
<b>DESIGN CRITERIA</b>	<b>CONSULTANT</b>
<b>ADDITIONAL REQUIREMENTS AND CRITERIA FOR SPECIFIC USES</b>	<b>CONSULTANT</b>
<b>LEVEL OF SERVICE STANDARDS FOR CONCURRENCY</b>	<b>CITY</b>
<b>PLANNED CORRIDOR DEVELOPMENT ZONING DISTRICT (evaluate for deficiencies, provide recommendations, provide graphics)</b>	<b>CONSULTANT</b>
<b>SIGNS</b>	<b>CITY</b>
<b>PARKING</b>	<b>CONSULTANT</b>
<b>STREETScape, LANDSCAPE, TREE AND BUFFER REQUIREMENTS</b>	<b>CONSULTANT</b>
• <b>ENVIRONMENTAL RESOURCE PROTECTION</b>	<b>CITY</b>
• <b>IMPACT FEES</b>	<b>CITY</b>
• <b>WORKFORCE HOUSING</b>	<b>CITY</b>
• <b>MIAMI MODERN HISTORIC ARCHITECTURAL GUIDELINES</b>	<b>CITY</b>
• <b>NONCONFORMING USES AND STRUCTURES AND VESTED RIGHTS</b>	<b>CONSULTANT</b>
• <b>ALCOHOLIC BEVERAGE SALES AND ACTIVITIES</b>	<b>CITY</b>
• <b>ADULT ENTERTAINMENT AND ALCOHOLIC BEVERAGE USES</b>	<b>CITY</b>
• <b>PUBLIC WORKS AND CONSTRUCTION STANDARDS AND REQUIREMENTS</b>	<b>CITY</b>
• <b>FLOODPLAIN REGULATIONS</b>	<b>CITY</b>
<b>SUMMARY HANDOUT MATERIALS</b>	<b>CONSULTANT</b>

## **PART I: ADMINISTRATION AND PROCEDURES<sup>1</sup>**

### **CHAPTER I: PURPOSE AND APPLICABILITY**

- Title
- Purpose and Authority
- Establishment of City Council as Land Development Regulation Commission
- Legislative Purpose of Land Development Regulations (LDR)/Zoning Code – Quote Florida Statutes
- Consistency with Comprehensive Development Master Plan (CDMP) Required
- Applicability
- Objectives of Code – may paraphrase from the City's Community Vision

### **CHAPTER II: GENERAL PROVISIONS**

- Materials Incorporated by Reference – All codes and ordinances of the City of Miami Gardens
- Activities Requiring Permit
- Establishment of Fees by Resolution of City Council – statement that fees are established, updated, from time to time by city council by resolution
- Repeal of Other Regulations – MD Zoning and Landscape Codes . . . and others
- Adoption of Schedules of Regulations
- Severability
- Effective Date
- Administrative Definitions – A statement about common meaning of words; does NOT include land use or other definitions set forth in Schedules

### **CHAPTER III: AUTHORITY AND RESPONSIBILITIES**

- Purpose and Authority
- City Council as the Elected Body
- City Council as the Land Planning Agency – reference ordinance that designated council as the LPA
- Designation, Duties and Responsibilities of City Council as the Land Development Regulation Commission - per Florida Statutes 163

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<sup>1</sup> This Section outlines the various sections to be included in the Code. Consultant will resolve all outstanding issues referenced herein with City staff.

- Administrative Official of the Zoning Code: shall be the Development Services Director, unless otherwise appointed by City Manager, who may then designate deputy administrative officials.
- Development Review Committee (DRC) – composed of at least one representative of the following: Planning and Zoning Department, Building Department, Code Enforcement Department, Police Department and Public Works Department. Other agencies or persons may be added by the Administrative Official as may be deemed appropriate and in the interest of the City, including but not limited to the City Attorney. The Planning and Zoning Department shall administer the DRC.

#### **CHAPTER IV: ADMINISTRATION AND ENFORCEMENT**

- Generally
- Purpose and Authority
- Development Permits
- Appeals by Applicant
- Enforcement of Development Orders
- Applications Initiated by the City
- Rescinding Previously Approved Actions (By City) – The City desires to establish a provision similar to an existing Miami-Dade code provision that allows the local government to take away special approvals that have not been constructed or otherwise acted upon. See MD Code 33-317.
- Establishment of Fees by Resolution of City Council
- Applicant to Pay Expenses Associated with Application: In addition to base fee, require applicant to pay expenses and costs incurred by City, timely, at City's request

#### **CHAPTER V: ZONING DISTRICTS AND OFFICIAL ZONING MAP**

- Generally
- Zoning Districts Defined – Below reflects districts proposed to date
  - R - 6, Low Density Residential, Single Family, up to six (6) dwelling units per acre (replaces basic SF zone, RU-1 at 7,500 Sq.Ft. lots, smaller lots to be permitted by special exception);
  - R - 6D, Low Density Residential, Duplex, up to six (6) dwelling units per acre (replaces existing duplex zone);
  - R - 25, Medium-High Density Residential, Multiple Family, up to 25 (twenty-five) dwelling units per acre;
  - R - 50, Medium Density Residential, Multiple Family, up to 50 (fifty) dwelling units per acre;

- PO, Professional Office: This is not in the code yet. The city needs a transitional zoning district to consider substandard residential lots that convert to offices such as along 183 Street.
  - NC, Neighborhood Commercial, neighborhood-oriented commercial and office uses primarily for neighborhood areas (this zone covers commercial development that is located in “Neighborhood” land use designation and NOT located in the “Commerce” designation);
  - PCD, Planned Corridor Development, encourages mixed use development within the City’s major thoroughfare corridors consistent with the CDMP, emphasis on pedestrian, transit-oriented development, restricts but does not prevent automotive uses; permits up to 25 (twenty-five) dwelling units per acre by right, over 25/a by special exception and CDMP consistency. Includes most areas designated “Commerce” on FLUP, combines all commercial and office zones with Commerce areas, multiple family and other residential zones in Commerce areas, and certain industrial zones along Palmetto Expressway; (Incorporates Miami Gardens Town Center Master Plan but not the current Town Center Zoning District.)
  - I - 1, Industrial, wholesale and manufacturing uses;
  - I - 2, Industrial, wholesale and manufacturing uses, same as I-1 but includes adult entertainment;
  - PD, Planned Development, developments tied to a master development plans. (initially include existing developments: Andover Village Park, Florida Memorial University, St. Thomas University, Calder Race Course, Dolphin Stadium DRI (Stadium portion only), Majorca Isles, Riviera Park Inc. Mobile Home Park (City staff has compiled files on these and has placed as PD on the draft zoning map).
- Interpretations of District Boundaries
  - Application of District Regulations
  - Adoption of Official Zoning District Map – need wording for digital and hard copy zoning map for adoption and revisions. City staff will provide the zoning district map.
  - Amendment of Zoning District Map – per FS; also, the City’s public hearing process.

## **CHAPTER VI: PUBLIC HEARING PROCESS AND NOTICE REQUIREMENTS**

- Purpose and Authority
- Public Hearing Process
- Pre-Application Conference – to be required
- Application Acceptance

- Schedule Hearing
- Application Submittal Requirements
- Principles and Guidelines – incorporate list of same already provided as first page of the City's public hearing application
- Letter of Intent by Applicant – to include itemized list of required data and information
- Checklist items – See application
- Fees
- Sufficiency Review
- Initial Mailed Notice – within 40 days after application is accepted; present and discuss alternatives with Council
- Notice Requirements – present and discuss alternatives with Council
- Development Orders
- Improvement Guarantees

#### **CHAPTER: CRITERIA AND STANDARDS FOR PUBLIC HEARING REVIEW**

- Generally
- Comprehensive Development Master Plan Amendment
- Map Amendment
- Text Amendment
- Rezoning
- Special Exception
- Non-Use Variance
- Conditions and Restriction
- Proffered Covenants
- Finality of Decision
- Appeals
- Judicial Review

#### **CHAPTER: DEVELOPMENT REVIEW PROCESSES AND PROCEDURES**

- Development Plan Review - City staff. The DRC will review all significant new development.

## **CHAPTER: STREET ADDRESS PROCEDURES AND REQUIREMENTS**

### **CHAPTER IX: CONCURRENCY REVIEW PROCESS**

- Purpose and Authority
- Concurrency Management Administrative Procedures
- Exemptions
- Criteria for Concurrency Review and Final Development Orders
  - Water and Sewer – Reference City of North Miami Beach and Miami Dade County's Water and Sewer Department, service area maps.
  - Parks
  - Stormwater
- Capacity Reservation and Adopted Levels of Service
- Contributions, Dedications and Impact Fees Required
- Proportionate Share
  - Transportation – consistent with Transportation Element policies of CDMP
  - School Concurrency – Primarily reference and/or excerpt provisions of School Board Interlocal Agreement. Process to be consistent with existing Internet based system.

### **CHAPTER X: SUBDIVISION PROCEDURES**

- Intent
- Exemptions to Subdivision Plan Review
- Waiver of Plat
- Tentative Subdivision Plan Review
- Final Subdivision Plat Review
- Submittal Requirements
- Improvement Plan Review Procedures
- Improvement Plan Requirements
- Bonding and Minimum Requirements for Installation of Improvements
- Guarantee of Completion of Improvements
- Master Plan Review
- Master Plan Requirements
- Recording of Final Plat

- Vacation of Plats
- Replats and Re-subdivision
- Vacation of Rights-of-Way and Easements

## **CHAPTER XI: DEVELOPMENT AGREEMENTS**

- Authorization
- Application
- Development Agreement Content
- Development Agreement Review
- Validity of Development Agreement
- Effective Date of Development Agreement
- Recording of Development Agreement
- Amendment or Modification or Cancellation of a Development Agreement
- Periodic Review of Development Agreement

## **CHAPTER XIII: COMMUNITY DEVELOPMENT DISTRICTS**

The City reviews and approves/disapproves CDD's which are then forwarded to Miami-Dade County for establishment. The Code shall formally establish that procedure. A fee has already been established.

## **PART II of Zoning Ordinance: requirements**

### **SCHEDULE: DEFINITIONS**

Defines how setbacks are measured, yards, roof, density, floor area ratio, etc.; Includes detailed use definitions that tie to the Schedule of Permitted Uses; for example, specific uses included under the general heading "Retail Sales and Services" includes a long list of uses.

### **SCHEDULE: PERMITTED USES**

Table of land uses categories and zoning districts; identifies uses as either "P" permitted by right, "SE" permitted by special exception (public hearing), or "blank space" not permitted within a given zone. Includes footnotes referencing schedules with specific criteria, standards, additional requirements and conditions for specific uses.

Add the PO, Professional Office zoning district as described above.

### **SCHEDULE: AREA AND DIMENSIONAL REQUIREMENTS FOR BUILDINGS, LOTS AND ACCESSORY STRUCTURES**

- Lot Size, Setbacks, Lot Coverage, Building Coverage, Density, Intensity (Floor Area Ratio)
- Uniform Building Setbacks for Major Transportation Corridors
- Principal Buildings
- Accessory Structures
- Satellite Dish Antennas
- Storage Buildings, Sheds, Utility Buildings, Carports, Gazebos
- Swimming Pool, Enclosures and Similar Structures
- Walls and Fences
- Parcels and Lots
- Yards and Setbacks

**SCHEDULE: DESIGN CRITERIA**

- Site Planning and Building Arrangement, General
- State Road 7 – See existing guidelines

**SCHEDULE: ADDITIONAL REQUIREMENTS AND CRITERIA FOR SPECIFIC USES**

- Home Offices
- Vehicular/Automotive Uses – Discourage roll-up doors facing street.
- Drive-Thru Facilities
- Retail Sales and Services
- Used Goods Sales – See special definitions already established.
- Sidewalk Café
- Outdoor Uses and Activities
- Temporary Construction Activities
- Community Residential Homes
- Family Group Homes
- Day Care Facilities
- Labor Pool Businesses
- Junkyards
- Etc.

## **SCHEDULE: LEVEL OF SERVICE STANDARDS FOR CONCURRENCY**

- Reference level of service standards set forth in Capital Improvements Element and Public Schools Facilities Element of the CDMP as well as service providers noted below.
- Schools – As appropriate, reference Interlocal Agreement with Miami-Dade County Public Schools
- Transportation Concurrency Management Areas – In addition, reiterate that a “conventional” traffic analysis is required.
- Potable Water – Reference compliance with Miami-Dade County Water and Sewer Department and City of North Miami Water and Sewer Department requirements.
- Sanitary Sewer - Reference compliance with Miami-Dade County Water and Sewer Department and City of North Miami Water and Sewer Department requirements.
- Solid Waste – Reference Miami-Dade County Solid Waste Management requirements.
- Stormwater Drainage – Reference requirements of Miami Gardens Public Works Department and Miami Dade County Department of Environmental Protection requirements.
- Parks and Recreation – Reference City of Miami Gardens Recreation and Parks Department requirements.

## **SCHEDULE: PLANNED CORRIDOR DEVELOPMENT ZONING DISTRICT**

The original scope of the PCD is provided herein: The Planned Corridor Development Zoning District is to be is a transit oriented, mixed use zone corresponding to the “Commerce” Designation in the Future Land Use Plan which covers the City’s three major commercial/industrial highway/transit corridors:

- SR7/US Highway 441 – see State Road 7 Livable Community Study
- Palmetto Expressway/826
- NW 27<sup>th</sup> Avenue

The intent is to translate the locational and design standards and criteria established as policies in the plan, including criteria for density, intensity (floor area ratio), number of stories and specific access criteria tied to roadway functional classification and intersections, into implementation zoning regulation.

Various multiple family and commercial zoning districts have been combined on the proposed zoning district map.

Consistent with CDMP Objective 2.4, Smart Growth Principles, with associated policies, development of the PCDZ is supposed to include the following:

- Transit Oriented Amenities including pedestrian linkage facilities such as sidewalks, bicycle parking, enhancements at proposed transit stations.
- Landscape Design Standards – address where these standards should reside, here or in landscape requirements, plus differences with Urban Overlay area at certain intersections
- Adjacent Land Use Compatibility and Buffer Requirements
- Building Orientation, Uniform Build-To and Other Building Setback Requirements and Criteria coordinated with Street Type (corresponding to Functional Classification of Roadways per CDMP)
- Step-back Height and Building Standards
- Parking/Shared Parking Standards
- Density and Intensity Bonus Standards and Criteria
- Building Fenestration Design Guidelines and Requirements
- Green Building Criteria and Standards
- Form-Based Graphic Illustrations
- **MIAMI GARDENS TOWN CENTER:** The MG Town Center Master Plan is incorporated into the Planned Corridor Development zoning district, needs to be added as an appendix to that schedule.

#### **SCHEDULE: SIGNS**

*City to provide updated version.*

#### **SCHEDULE: PARKING**

*Draft needs to be revised, table does not reflect realistic residential requirements, need to fix “looks like a townhouse, parking like an apartment” problem from MD code*

- Revise Off-Street Parking Requirements by Use accordingly
- Shared Parking – Needed for mixed-use project, i.e., projects that combine residential with ground floor commercial.
- Joint Use of Parking Provisions
- Bicycle Parking
- On-Street Parking Requirements
- Parking Lot Design Standards
- Handicapped Access
- Off-Street Loading, Unloading and Service Areas

## **SCHEDULE: STREETSCAPE, LANDSCAPE, TREE AND BUFFER REQUIREMENTS**

*Revise to focus on corridors/major thoroughfare treatment.*

- **Emphasize Major Thoroughfare Treatment** – See notes from meeting.
  - Royal Palms, 15' grey-wood, plus shade trees or Foxtail palms or Grey-wood) if conflict with power lines.
  - Sidewalks on major streets (all designated arterials and collectors as designated in the CDMP) shall be textured pavement. All development shall provide such pavement. Include textured pavement for crosswalks at all driveways. Includes Palmetto Expressway frontage road – 167<sup>th</sup> Avenue.
  - Where City requires 10' sidewalks (see SR-7 guidelines) City may require palms within private 4' strip of sidewalk to be placed into grates.
- Stem walls (see Stadium Corners at 199&27), variable height, to buffer all parking and automobiles storage/display areas from major streets. This softens the automobile impact and frames the street
- Irrigation Required
- Walls, landscape, etc., between non-residential uses and single family, other residential, between SF residential and MF residential, etc.
- Provisions so that the City can require \$ contributions for development for city streetscape and related improvements based on a formula to be developed, reflect costs to streetscape/landscape . . . administered through Public Works Department.
- Coordinate with the City's Keep Miami Gardens Beautiful program (in Public Works Department, Tsahai Codner)

## **SCHEDULE: ENVIRONMENTAL RESOURCE PROTECTION**

- Aquifer Protection – The City has an interim ordinance, see attached, to incorporate
- Well field Protection – ditto above
- Surface Water Bodies
- Wildlife and Plant Species - see CDMP for list
- Water Conservation – may be better placed with landscape irrigation requirements; MD county recently adopted new conservation watering restrictions, private as well as for public median landscape
- Mining and Mineral Extraction – requires special exception
- Lake Excavation and Creation – requires special exception

- Historical and Archaeological Sites – Excludes MiMo
- Solid Waste, Recycling and Hazardous Waste
- Dumpsters – city has dumpster requirements which have been incorporated

#### **SCHEDULE : IMPACT FEES**

- *This is not yet included in the code. It needs to include:*
- Police Impact Fees – The City collects them; Copy/Insert From Miami-Dade County
- Park Impact Fees – The City collects them; Copy/Insert From Miami-Dade County
- Fire – Miami-Dade County collects; Reference Miami-Dade County,
- Water – Miami-Dade County or North Miami Beach collect; reference
- Sewer - Miami-Dade County or North Miami Beach collect; reference
- Schools – Miami-Dade County School Board collects, reference interlocal agreement and procedures, see Bhairvi Pandya, Senior Planner
- Transportation – Miami-Dade County collects; reference

#### **SCHEDULE : WORKFORCE HOUSING**

City to review draft and:

- insure workability;
- insure that the City's Affordable Housing Advisory Committee's recommendations contained in Resolution 2008-186-873 are incorporated/reflected.

#### **SCHEDULE : MIAMI MODERN HISTORIC ARCHITECTURAL GUIDELINES**

Leave a space for this; Subject to ongoing development of a historic district; city working with Department of State to define district within Sunshine State International Park (industrial park in back of Sunshine Arch); Design guidelines have been drafted and are available. This will involve City working with property owners to establish a national register historic district, then develop a larger district and individual potential sites to apply design guidelines.

#### **SCHEDULE : NONCONFORMING USES AND STRUCTURES AND VESTED RIGHTS**

- Basically follow MD Co
- Be certain to include for regular zoning as well as specific provisions for adult entertainment (which may be better placed with that section)

- Non-Conforming Uses – Generally, lawfully existing uses are to be grandfathered unless otherwise provided; expand or modify by special exception/public hearing
- Non-Conforming Structures – ditto
- Non-Conforming Signs – see sign code
- Non-conforming Lots – Allow construction of a single-family dwelling with minimal non-conforming lot standards through administrative approval.
- Vested Rights – Resolutions, Previously Issued Development Permits and Approved Plans – Policy question: status of resolutions and other approvals, some built, some not, expand, modify, construct. Ex.: 3 years hence, approvals lapse, unless owner files for vested rights with City and City approves per criteria. Should owners be allowed to file for vested rights after the 3-year period? Example: townhouse project with site plan approval and stipulations by resolution, not built;

**SCHEDULE : ALCOHOLIC BEVERAGE SALES AND ACTIVITIES**

- City to clean up and simplify the MD Code
- Consultant and City need to verify that definitions are consistent
- This section is integrated with Adult uses.

**SCHEDULE : ADULT ENTERTAINMENT AND ALCOHOLIC BEVERAGE USES**

- Retain county's regulations in the same industrial-zoned areas, which are proposed as I-2. City to compile and simplify. This will require the City and Consultant to verify that Permitted Use Table, definitions and procedures reflect correct transfer of these provisions to insure “no change.”

**SCHEDULE: PUBLIC WORKS AND CONSTRUCTION STANDARDS AND REQUIREMENTS**

- City staff will extract and provided digitally, portions of the Public Works Department’s Procedure Manual
- Reference to the Miami Dade County Public Works Manual for detailed construction criteria.

**SCHEDULE: FLOODPLAIN REGULATIONS**

- *Use draft by the City’s Floodplain Manager*