



**City of Miami Gardens**  
**City Council Agenda**  
**February 12, 2020 at 7:00 PM**

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**City Council:**

Mayor Oliver Gilbert  
Vice Mayor Rodney Harris  
Councilman Erhabor Ighodaro, Ph.D.  
Councilwoman Lillie Q. Odom  
Councilman Reggie Leon  
Councilman David Williams Jr  
Councilwoman Katrina Wilson

**Staff:**

City Manager Cameron Benson  
City Attorney Sonja K. Dickens, Esq.  
City Clerk Mario Bataille, CMC

**Contact:**

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Next Regular Meeting Date: February 26, 2020

**Article VII of the Miami Gardens Code entitled, “Lobbyist” requires that all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay a one-time annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.**

Page

**1. CALL TO ORDER/ROLL CALL**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF MINUTES**

*4.1 Regular City Council Meeting Draft Minutes – January 22, 2020*

**Sponsored by:** City Clerk

**5. ORDER OF BUSINESS**

(Items to be pulled from Consent Agenda at this time)

**6. SPECIAL PRESENTATIONS (5 MINUTES EACH)**

**7. PUBLIC COMMENTS**

**8. ORDINANCE(S) FOR FIRST READING:**

- 8.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 16, ARTICLE II, SECTION 16-25 "NOISE" OF THE CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. 7 - 18

**Sponsored by:** Councilman Erhabor Ighodaro

[Agenda Cover Memo #20-028 - Pdf](#)

- 8.2 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 34-447 "TREE PRESERVATION AND PROTECTION PERMIT" AND SECTION 34-451 "MAINTENANCE REQUIREMENT" OF CHAPTER 34 OF THE CODE OF ORDINANCES OF THE CITY OF MIAMI GARDENS, TO BE CONSISTENT WITH FLORIDA STATUTE SECTION 163.045; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. 19 - 28

**Sponsored by:** City Attorney

[Agenda Cover Memo #20-019 - Pdf](#)

**9. ORDINANCE(S) FOR SECOND READING/PUBLIC HEARING(S)**

**10. RESOLUTION(S)/PUBLIC HEARING(S)**

**11. CONSENT AGENDA:**

- 11.1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN LEON'S PUBLIC AFFAIRS ACCOUNT IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00), FOR THE DELTA SIGMA THETA SORORITY, INCORPORATED, DADE COUNTY ALUMNAE CHAPTER'S, PUTTING ON THE RITZ NEW ORLEANS STYLE, FUNDRAISING EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 29 - 33

**Sponsored by:** Councilman Reggie Leon

[Agenda Cover Memo #20-007 - Pdf](#)

- 11.2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENTAL FEE WAIVER AND COSTS ASSOCIATED AT SCOTT PARK; ON SUNDAY, MARCH 1, 2020, FOR THE 2020 ANNUAL SISTER PETERS DAY COMMUNITY EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 35 - 39

**Sponsored by:** Councilman David Williams Jr.

[Agenda Cover Memo #20-023 - Pdf](#)

- 11.3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S SPECIAL EVENTS ACCOUNT IN THE AMOUNT OF EIGHT HUNDRED DOLLARS (\$800.00), MT DANCE ENSEMBLE'S 2020 ACTIVITIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 41 - 45
- Sponsored by:** Councilman Erhabor Ighodaro  
[Agenda Cover Memo #20-033 - Pdf](#)
- 11.4 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S PUBLIC AFFAIRS ACCOUNT IN THE AMOUNT OF SIX HUNDRED FIFTY DOLLARS (\$650.00), FOR THE SOUTH FLORIDA AFL-CIO 2020 WOMEN OF LABOR RECEPTION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 47 - 49
- Sponsored by:** Councilman Erhabor Ighodaro  
[Agenda Cover Memo #20-024 - Pdf](#)
- 11.5 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S SPECIAL EVENTS ACCOUNT IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00), FOR THE FEMALE DEVELOPMENT WORLD ORGANIZATION 2020 OUTREACH INITIATIVES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 51 - 55
- Sponsored by:** Councilman Erhabor Ighodaro  
[Agenda Cover Memo #20-025 - Pdf](#)
- 11.6 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S SPECIAL EVENTS ACCOUNT IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00), FOR A FREE COMMUNITY GOSPEL CONCERT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 57 - 61
- Sponsored by:** Councilman Erhabor Ighodaro  
[Agenda Cover Memo #20-026 - Pdf](#)
- 11.7 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, IMPOSING A MORATORIUM ON ALL INVESTMENT AND SUPPORT (DIRECT AND INDIRECT) OF THE CITY OF MIAMI GARDENS FOR THE HARD ROCK STADIUM, MIAMI DOLPHINS AND THEIR AFFILIATES UNTIL FINAL RESOLUTION OF THE ISSUE OF FORMULA ONE RACING IN MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 63 - 66
- Sponsored by:** Councilman Erhabor Ighodaro  
[Agenda Cover Memo #20-027 - Pdf](#)
- 11.8 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI 67 - 69

GARDENS, FLORIDA, AUTHORIZING RENTAL FEE WAIVERS AT AJ KING PARK LOCATED AT 4230 NW 178TH STREET IN MIMI GARDENS, FLORIDA FOR THE WOMEN'S BREAST AND HEART INITIATIVE AWARENESS EVENTS TAKING PLACE EVERY SATURDAY IN MARCH 2020; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Sponsored by:** Councilwoman Katrina Wilson

[Agenda Cover Memo #20-021 - Pdf](#)

- 11.9 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DIRECTING THE CITY CLERK AND CITY ATTORNEY TO RESEARCH THE CITY'S ABILITY TO ESTABLISH AN ETHICAL CAMPAIGN AND CIVILITY POLICY FOR CANDIDATES, ELECTED, AND APPOINTED OFFICIALS DURING CITY ELECTIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 71 - 74

**Sponsored by:** Councilwoman Katrina Wilson

[Agenda Cover Memo #20-029 - Pdf](#)

- 11.10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE THIRD RENEWAL OF AWARD OF ITB NUMBER 15-16-022, REFUSE COLLECTION OF LEASED CONTAINERS, TO WASTE MANAGEMENT OF FLORIDA, INC.; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 75 - 82

**Sponsored by:** City Manager

[Agenda Cover Memo #19-195 - Pdf](#)

- 11.11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE LEASE AGREEMENT WITH NEW URBAN DEVELOPMENT FOR THE CONSTRUCTION OF SENIOR HOUSING ON CITY-OWNED PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF NW 12TH AVENUE AND NW 183RD STREET, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 83 - 91

**Sponsored by:** City Manager

[Agenda Cover Memo #19-190 - Pdf](#)

- 11.12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE STATE OF FLORIDA FOR THE ACCEPTANCE OF THE LITTER CONTROL AND PREVENTION GRANT PROGRAM IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000) TO SUPPORT THE CITY'S LITTER CONTROL AND PREVENTION PROGRAM; A COPY OF WHICH IS ATTACHED HERETO TO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER 93 - 124

TO EXECUTE ATTENDANT DOCUMENTS AS A RESULT OF THIS GRANT PROCESS; AUTHORIZING A MATCH OF FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Sponsored by:** City Manager

[Agenda Cover Memo #20-006 - Pdf](#)

- 11.13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED INVITATION TO BID NO. 18-19-026 to RGEN ENTERPRISES D/B/A COOL WATER AIR CONDITIONING, FOR BETTY T FERGUSON RECREATION CENTER HVAC UNIT INSTALLATION; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDER FOR THIS PURPOSE IN AN AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 125 - 132

**Sponsored by:** City Manager

[Agenda Cover Memo #20-014 - Pdf](#)

- 11.14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED INVITATION TO BID NO. 18-19-026 TO RGEN ENTERPRISES D/B/A COOL WATER AIR CONDITIONING LANDSCAPING, FOR BETTY T FERGUSON RECREATION CENTER HVAC UNIT REPLACEMENT; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS FOR THIS PURPOSE IN AN AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE 133 - 146

**Sponsored by:** City Manager

[Agenda Cover Memo #20-030 - Pdf](#)

- 11.15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE APPROVED OUTSIDE COUNSEL LIST TO INCLUDE ALISON F. SMITH OF THE LAW FIRM KELLEY KRONENBERG; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. 147 - 151

**Sponsored by:** City Attorney

[Agenda Cover Memo #20-020 - Pdf](#)

**12. RESOLUTION(S)**

**13. QUASI-JUDICIAL ZONING HEARINGS/JENNINGS DISCLOSURE:**

**13.1. ORDINANCES ON FOR FIRST READING/PUBLIC HEARING(S):**

- 13.1.1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY CENTERPORT OWNER LLC FOR THE REZONING OF THE PROPERTY LOCATED AT 20775 NW 153 - 173

*17TH AVENUE, MIAMI GARDENS, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FROM R-25 MULTIPLE FAMILY DWELLING RESIDENTIAL TO PD - PLANNED DEVELOPMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.*

**Sponsored by:** City Manager

[Agenda Cover Memo #19-189 - Pdf](#)

**13.2. ORDINANCES ON FOR SECOND READING/PUBLIC HEARING(S)**

**13.3. RESOLUTION(S)/PUBLIC HEARING(S)**

**14. REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK (3 MINUTES EACH)**

**15. REPORTS OF MAYOR AND COUNCIL MEMBERS (3 MINUTES EACH)**

**16. WRITTEN REQUESTS, PETITIONS & OTHER WRITTEN COMMUNICATIONS FROM THE PUBLIC**

**17. 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 Mario Bataille, CMC, City Clerk (305) 622-8000 ext. 2830, no later than 48 hours prior to such proceedings. TDD number 1-800-955-8771.

Anyone wishing to obtain a copy of any agenda item may contact Mario Bataille, CMC, City Clerk (305) 914-9010 ext. 2830. The entire agenda packet can also be found on the city's website at [www.miamigardens-fl.gov](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

20-028

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilman Erhabor Ighodaro

**Agenda Item Title**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 16, ARTICLE II, SECTION 16-25 “NOISE” OF THE CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

**Staff Summary**

In 2019, residents of Miami Gardens began expressing concerns about noise and pollution, and how each impacts the health of the community, especially children and senior citizens. Numerous scientific studies reveal that excessive noise can not only impact one’s hearing, but these studies show that there is a correlation between excessive noise and high blood pressure, low birth weight, gastrointestinal disorders, headaches, fatigue, insomnia, and cardiovascular ailments such as heart disease.

Residents of the City of Miami Gardens have expressed specific concerns regarding excessive noise and pollution generated by the operation of motor vehicles that are modified and/or operated in such a manner as to create excessive noise. Residents have also expressed specific concerns about these vehicles generating unreasonably loud and hazardous noise on streets adjacent to schools, institutions of learning, churches, and medical facilities.

The City Council believes that reasonable regulation of noise is necessary to protect the health, safety and welfare of the residents of the City of Miami Gardens. The City Council believes that the current Noise Ordinance needs to be amended, as to protect the residents of the City of Miami Gardens. The City of Miami Gardens supports the United States’ Environmental Protection Agency recommendations for safe noise levels, identifying 75-decibels as the City’s acceptable level for motor vehicles on City streets.

**Fiscal Impact**

**Recommended Action**

It is recommended that the City Council approve this Ordinance on first reading.

## Agenda Item #8.1

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### Attachments

[Ordinance 2020 - decibel noise levels](#)

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**Agenda Item #8.1**

ORDINANCE NO. 2020\_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 16, ARTICLE II, SECTION 16-25 "NOISE" OF THE CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

1           WHEREAS, the City Council previously adopted a Noise Ordinance in the City,  
2    and

3           WHEREAS, scientific studies reveal that excessive noise can not only impact  
4    one's hearing, but these studies show that there is a correlation between excessive  
5    noise and high blood pressure, low birth weight, gastrointestinal disorders, headaches,  
6    fatigue, insomnia, and cardiovascular ailments such as heart disease, and

7           Whereas, residents of the City of Miami Gardens have expressed specific  
8    concerns regarding excessive noise and pollution generated by the operation of motor  
9    vehicles that are modified and/or operated in such a manner as to create excessive  
10   noise and that create unreasonably loud and hazardous noise on streets adjacent to  
11   schools, institutions of learning, churches, and medical facilities, and

12           WHEREAS, the City Council believes that reasonable regulation of noise is  
13   necessary to protect the health, safety and welfare of the residents of the City of Miami  
14   Gardens and would like to amend the existing Noise Ordinance, and

15           WHEREAS, the United States' Environmental Protection Agency  
16   recommendations for safe noise levels, identifying 75-decibels as the City's acceptable  
17   level for motor vehicles on City streets,

Added language is underlined. Deleted language is stricken through.

## Agenda Item #8.1

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

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

6           Section 2.   AMENDMENT: Chapter 16, Article II, Section 16-5 (“Noise”) of the  
7 Code of Ordinances in accordance with Exhibit “A” attached hereto.

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

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

15          Section 5.   INCLUSION IN CODE: It is the intention of the City Council of the  
16 City of Miami Gardens that the provisions of this Ordinance shall become and be made  
17 a part of the Code of Ordinances of the City of Miami Gardens and that the section of  
18 this Ordinance may be renumbered or relettered and the word “Ordinance” may be  
19 changed to “Chapter,” “Section,” “Article” or such other appropriate word or phrase, the  
20 use of which shall accomplish the intentions herein expressed.

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

23 PASSED ON FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

Added language is underlined. Deleted language is stricken through.

**Agenda Item #8.1**

1 PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2020.

2 CITY OF MIAMI GARDENS, FLORIDA

3 By: \_\_\_\_\_  
4 OLIVER GILBERT, III, MAYOR

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6  
7  
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9

10 **ATTEST:**

(SEAL)

11 \_\_\_\_\_  
12 MARIO BATAILLE, CITY CLERK

13  
14  
15  
16  
17  
18 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

19  
20 SPONSORED BY: COUNCILMAN ERHABOR IGHODARO, PH.D

21  
22 Moved by: \_\_\_\_\_

23  
24 Second by: \_\_\_\_\_

25  
26 **VOTE:** \_\_\_\_\_

27			
28	Mayor Oliver Gilbert III	___(Yes)	___(No)
29	Vice Mayor Rodney Harris	___(Yes)	___(No)
30	Councilman Reggie Leon	___(Yes)	___(No)
31	Councilwoman Lillie Odom	___(Yes)	___(No)
32	Councilwoman Katrina Wilson	___(Yes)	___(No)
33	Councilman David Williams Jr.	___(Yes)	___(No)
34	Councilman Erhabor Ighodaro	___(Yes)	___(No)
35			

Added language is underlined. Deleted language is stricken through.

## Agenda Item #8.1

- 1 EXHIBIT "A"
- 2 ARTICLE II. - NOISE

Sec. 16-19. - Purpose.

The city has received a number of complaints relating to excessive noise. Whereas, excessive and raucous noises affect the health, safety and welfare of the citizens, it is in the best interest of the city to provide for regulations relating to noise within the city.

(Ord. No. 2008-36-172, § 1, 1-10-2008)

Sec. 16-20. - Intent.

This article is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the residents of the city through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity.

(Ord. No. 2008-36-172, § 3, 1-10-2008)

Sec. 16-21. - Findings.

- (a) Loud and raucous noise degrades the environment of the city to a degree that:
  - (1) Is harmful to the health, welfare, and safety of its inhabitants and visitors;
  - (2) Interferes with the comfortable enjoyment of life and property;
  - (3) Interferes with the well-being, tranquility, and privacy of the home; and
  - (4) Both causes and aggravates health problems.
- (b) Both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the city's inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work, and communication.
- (c) The use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of inhabitants of and visitors to the city.
- (d) Certain short term easing of noise restrictions is essential to allow the construction and maintenance of structures, infrastructure, and other elements necessary for the physical and commercial vitality of the city.

(Ord. No. 2008-36-172, § 4, 1-10-2008)

Sec. 16-22. - Scope.

This article applies to the control of all sound originating within the jurisdictional limits of the city.

(Ord. No. 2008-36-172, § 5, 1-10-2008)

Added language is underlined. Deleted language is stricken through.

## Agenda Item #8.1

### Sec. 16-23. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Emergency* means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

*Emergency work* means any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.

*Noise-sensitive area* includes, but is not limited to, a posted area where a school, hospital, nursing home, church, court, public library, or similar institution is located.

*Person* means any individual, firm, association, partnership, joint venture, or corporation.

*Public right-of-way* means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public, which is owned or controlled by a government entity.

*Public space* means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

*Residential area* means any real property which contains a structure or building in which one or more persons reside, if the structure or building is properly zoned or is legally nonconforming, for residential use in accordance with the terms and maps of the city's zoning articles.

(Ord. No. 2008-36-172, § 6, 1-10-2008)

### Sec. 16-24. - General prohibition.

- (a) No person shall make, continue, or cause to be made or continued:
- (1) Any unreasonably loud or raucous noise;
  - (2) Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the city; or
  - (3) Any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.
- (b) Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:
- (1) The proximity of the sound to sleeping facilities, whether residential or commercial;
  - (2) The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;

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## Agenda Item #8.1

- (3) The time of day or night the sound occurs;
- (4) The duration of the sound; and
- (5) Whether the sound is recurrent, intermittent, or constant.

(Ord. No. 2008-36-172, § 7, 1-10-2008)

Sec. 16-25. - Certain sounds creating noises prohibited.

The following acts are declared to be per se violations of this article. This enumeration does not constitute an exclusive list:

- (1) *Unreasonable noises.* The unreasonable making of, or knowingly and unreasonably permitting to be made, any unreasonably loud, boisterous or unusual noise, disturbance, commotion or vibration in any boarding facility, dwelling, place of business or other structure, or upon any public street, park, or other place or building. The ordinary and usual sounds, noises, commotion or vibration incidental to the operation of these places when conducted in accordance with the usual standards of practice and in a manner which will not unreasonably disturb the peace and comfort of adjacent residences or which will not detrimentally affect the operators of adjacent places of business or unreasonably disturb adjacent residents are exempted from this section.
- (2) *Vehicle horns, signaling devices, and similar devices.* The sounding of any horn, signaling device, or other similar device, on any automobile, motorcycle, or other vehicle on any right-of-way or in any public space of the city for more than ten consecutive seconds. The sounding of any horn, signaling device, or other similar device, as a danger warning is exempt from this prohibition.
- (3) *Non-emergency signaling devices.* Sounding or permitting sounding of any amplified signal from any bell, chime, siren, whistle or similar device, intended primarily for non-emergency purposes, from any place for more than ten consecutive seconds in any hourly period. The reasonable sounding of such devices by houses of religious worship, seasonal contribution solicitors, or by law enforcement for traffic control purposes are exempt from the operation of this provision.
- (4) *Emergency signaling devices.* The intentional sounding or permitting the sounding outdoors of any emergency signaling device, including fire, burglar, civil defense alarm, siren, whistle, or similar emergency signaling device, except in any emergency or except as provided in subsections (4)a and (4)b of this section.
  - a. Testing of an emergency signaling device shall occur between 7:00 a.m. and 8:00 p.m. Any testing shall use only the minimum cycle test time. In no case shall such test time exceed five minutes. Testing of the emergency signaling system shall not occur more than once in each calendar month.
  - b. Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm shall terminate within 15 minutes of activation unless an emergency exists.
- (5) *Radios, televisions, boom boxes, phonographs, stereos, musical instruments, and similar devices.* The use or operation of a radio, television, boom box, stereo, musical instrument, or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors and passers-by, or is plainly audible at a distance of 50 feet from any person in a commercial, industrial area, or public space. The use or operation of a radio, television, boom box, stereo, musical instrument, or similar device that produces or reproduces sound in a

Added language is underlined. Deleted language is stricken through.

## Agenda Item #8.1

manner that is plainly audible to any person other than the player or operator of the device, and those who are voluntarily listening to the sound, and unreasonably disturbs the peace, quiet, and comfort of neighbors in residential or noise-sensitive areas, including multifamily or single-family dwellings.

- (6) *Loudspeakers, amplifiers, public address systems, and similar devices.* No loudspeakers, amplifiers, public address systems or similar devices shall be permitted without a permit from the police department. Even with a permit, the unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system, or other device for producing or reproducing sound between the hours of 10:00 p.m. and 7:00 a.m. on weekdays, and 10:00 p.m. and 10:00 a.m. on weekends and holidays is prohibited in the following areas:
- Within or adjacent to residential or noise-sensitive areas; and
  - Within public space if the sound is plainly audible across the real property line of the public space from which the sound emanates, and is unreasonably loud and raucous.

This subsection shall not apply to any public performance, gathering, or parade for which a permit has been obtained from a governmental agency with jurisdiction.

- (7) *Yelling, shouting, and similar activities.* Yelling, shouting, hooting, whistling, or singing in residential or noise-sensitive areas or in public places, between the hours of 10:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably disturb the quiet, comfort, or repose of reasonable persons of ordinary sensitivities.
- (8) *Animals and birds.* Unreasonably loud and raucous noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls or otherwise cares for the animal or bird. Sounds made by animals or birds in animal shelters, kennels, veterinary hospitals, pet shops, or pet kennels licensed under and in compliance with any applicable licensing and permitting provisions are exempt from this subsection.
- (9) *Loading or unloading merchandise, materials, equipment.* The creation of unreasonably loud, raucous, and excessive noise in connection with the loading or unloading of any vehicle at a place of business or residence.
- (10) *Construction or repair of buildings, excavation of streets and highways.* The construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00 a.m. and 8:00 p.m. on weekdays. In cases of emergency, construction or repair noises are exempt from this provision. In non-emergency situations, the city manager, or his/her designee may issue a permit, upon application, if the city manager, or his/her designee, determines that the public health and safety as affected by loud and raucous noise caused by construction or repair of buildings or excavation of streets and highways between the hours of 8:00 p.m. and 7:00 a.m. will not be impaired, and if the city manager, or his/her designee, further determines that loss or inconvenience would result to a party in interest. The permit shall grant permission in non-emergency cases for a period of not more than three days. The permit may be renewed once for a period of three days or less.
- (11) *Noise-sensitive areas—Schools, courts, churches, hospitals, and similar institutions.* The creation of any unreasonably loud and raucous noise adjacent to any noise-sensitive area while it is in use, which unreasonably interferes with the workings of the institution or which disturbs the persons in these institutions; provided that conspicuous signs delineating the boundaries of the noise-sensitive area are displayed in the streets surrounding the noise-sensitive area.
- (12) *Blowers, and similar devices.* In residential or noise-sensitive areas, between the hours of 8:00 p.m. and 7:00 a.m., the operation of any noise-creating blower, power fan, or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, provided that the noise is unreasonably loud and raucous and can be heard across the property line of the property from which it emanates. This subsection does not apply to the operation of a generator in the aftermath of a natural disaster.

Added language is underlined. Deleted language is stricken through.

## Agenda Item #8.1

- (13) *Commercial establishments adjacent to residential property.* Unreasonably loud and raucous noise from the premises of any commercial establishment, including any outdoor area which is part of or under the control of the establishment, between the hours of 10:00 p.m. and 7:00 a.m. which is plainly audible at a distance of five feet from any residential property.

(14) Motor vehicle noise. Motor vehicle noise that exceeds 75 decibels is prohibited.

(Ord. No. 2008-36-172, § 8, 1-10-2008)

Sec. 16-26. - Exemptions.

- (a) Sounds caused by the following are exempt from the prohibitions set out in section 16-25:
- (1) Motor vehicles on traffic ways of the city, provided that the prohibition of section 16-25(2) and (14) continues to apply.
  - (2) Repairs of utility structures which pose a clear and immediate danger to life, health, or significant loss of property.
  - (3) Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger, provided that the prohibition contained in section 16-25(4) continues to apply.
  - (4) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
  - (5) Repairs or excavations of bridges, streets or highways by or on behalf of any local government, the state, or the federal government, between the hours of 8:00 p.m. and 7:00 a.m., when public welfare and convenience render it impractical to perform the work between 7:00 a.m. and 8:00 p.m.
  - (6) Outdoor school and playground activities. Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, school athletic and school entertainment events.
  - (7) Other outdoor events. Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.
  - (8) City-initiated events that are approved by the city council.
- (b) Noise attendant to an existing commercial use that either predates the effective date of the ordinance from which this article is derived or a subsequent development shall be presumed to be in prima facie compliance with the terms of this article.

(Ord. No. 2008-36-172, § 9, 1-10-2008)

Sec. 16-27. - Enforcement.

- (a) City code enforcement officers and city police officers will have the primary responsibility for the enforcement of the noise regulations contained herein. Nothing in this article shall prevent a code enforcement or police officer from obtaining voluntary compliance by way of warning, notice, or education.
- (b) If a person's conduct would otherwise violate this article and consists of speech or communication; of a gathering with others to hear or observe speech or communication; or of a gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political, or

Added language is underlined. Deleted language is stricken through.

## Agenda Item #8.1

religious questions, then the person must be ordered to, and have the opportunity to, move, disperse, or otherwise remedy the violation prior to a citation being issued.

(Ord. No. 2008-36-172, § 10, 1-10-2008)

Sec. 16-28. - Penalties.

Any person convicted of a violation of this section shall be punished by a fine not to exceed \$500.00 or by imprisonment not to exceed 60 days, or both, in the discretion of the county court.

(Ord. No. 2008-36-172, § 11, 1-10-2008)

## Agenda Item #8.1

3 Secs. 16-29—16-47. - Reserved.

4



City of Miami Gardens

# Agenda Cover Memo

20-019

Meeting: City Council - Feb 12 2020

**Department**

City Attorney's Office

**Sponsored By**

City Attorney

**Agenda Item Title**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 34-447 "TREE PRESERVATION AND PROTECTION PERMIT" AND SECTION 34-451 "MAINTENANCE REQUIREMENT" OF CHAPTER 34 OF THE CODE OF ORDINANCES OF THE CITY OF MIAMI GARDENS, TO BE CONSISTENT WITH FLORIDA STATUTE SECTION 163.045; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

**Staff Summary**

In 2019, the Florida Legislature passed Committee Substitute for Bill 1159 which was codified as Florida Statute Section 163.045. The legislation prohibits local governments from requiring notices, applications, approvals, permits, fees, or mitigation for pruning, trimming, or removal of trees on residential property if the property owner obtains specified documentation and also prohibits local governments from requiring property owners to replant such trees.

Use continued enforcement of regulations in conflict with this new law would constitute illegal requirements, certain sections of the City of Miami ("City") Gardens Code of Ordinances must be amended.

**Fiscal Impact**

**Recommended Action**

That the City Council adopts the proposed Code amendments.

**Attachments**

[ORDINANCE -Tree Removal](#)

**Agenda Item #8.2**

ORDINANCE NO. 2020 \_\_\_\_\_

1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
2 OF MIAMI GARDENS, FLORIDA, AMENDING SECTION  
3 34-447 "TREE PRESERVATION AND PROTECTION  
4 PERMIT" AND SECTION 34-451 "MAINTENANCE  
5 REQUIREMENT" OF CHAPTER 34 OF THE CODE OF  
6 ORDINANCES OF THE CITY OF MIAMI GARDENS, TO BE  
7 CONSISTENT WITH FLORIDA STATUTE SECTION  
8 163.045; PROVIDING FOR ADOPTION OF  
9 REPRESENTATIONS; REPEALING ALL ORDINANCES IN  
10 CONFLICT; PROVIDING A SEVERABILITY CLAUSE;  
11 PROVIDING FOR INCLUSION IN CODE; PROVIDING AN  
12 EFFECTIVE DATE.

13 WHEREAS, on June 27, 2019, the Florida Legislature passed Committee  
14 Substitute for House Bill 1159 which was codified as Florida Statute Section 163.045,  
15 and

16 WHEREAS, the legislation prohibits local governments from requiring notices,  
17 applications, approvals, permits, fees, or mitigation for pruning, trimming, or removal of  
18 trees on residential property if the property owner obtains specified documentation and  
19 also prohibits local governments from requiring property owners to replant such trees,  
20 and

21 WHEREAS, because continued enforcement of regulations in conflict with this  
22 new law would constitute illegal requirements, certain sections of the City of Miami  
23 ("City") Gardens Code of Ordinances must be amended, and

24 WHEREAS, the City Council finds that it is the best interest of the City to  
25 adopt the following Code amendments,

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

Added language is underlined. Deleted language is stricken through.

## Agenda Item #8.2

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

31           Section 2.   AMENDMENT:  CHAPTER 34 - Zoning and Land Development of  
32 the Code of Ordinances of the City of Miami Gardens is hereby amended as follows:

33   Sec. 34-447. - Tree preservation and protection permit.

34   (a) Applicability. These tree preservation and protection regulations ("tree regulations")  
35 shall be a minimum standard for the protection, removal and relocation of trees and  
36 shall be enforced by the city.

37   (b) Tree removal and relocation permits required.

38           (1) Tree removal. A tree removal permit is required for the removal or relocation  
39 of any tree in the city not specifically exempted below. It shall be unlawful for any  
40 person, unless otherwise permitted by the terms of these tree regulations to  
41 do tree removal work or to abuse, hat rack, or effectively destroy any tree, or to  
42 effectively destroy any understory in a natural forest community.

43           (2) Illegal removal. In addition to those penalties imposed in this article, trees that  
44 have been removed illegally shall be replaced on the basis of two caliper inches  
45 per each one caliper inch of tree removed [i.e., if a ten inch  
46 caliper tree was removed, a total of 20 caliper inches shall be re-planted to  
47 comply with this provision]. Trees shall be replanted on site and meet minimum  
48 standards for caliper and other provisions of these regulations, including height.

49           (3) Penalties for violation of tree regulations. In addition to all other applicable  
50 penalties set forth in this Code, the following additional penalties shall apply for  
51 violations related to tree removal and protection as set forth in this article. The  
52 following penalties shall be assessed for violations of this article:

53           a. First offense with no prior knowledge. Amount of fine is per tree and  
54 double the amount of canopy replacement required by code:

55                           1. Less than 18-inch diameter at four-foot height..... \$500.00

56                           2. 18 inches to 36 inches..... \$2,000.00

57                           3. Greater than 36 inches..... \$3,000.00

## Agenda Item #8.2

58 b. Second offense or prior knowledge. Double the fines assessed for the  
59 first offense, or the fine that would have been required for the first offense  
60 in the case of prior knowledge. Double the amount of canopy replacement  
61 required by code if a permit had been issued.

62 c. Subsequent offenses. Triple the fine assessed for the first offense, or  
63 the fine that would have been assessed for the first offense in the case of  
64 prior knowledge. Double the amount of canopy replacement required by  
65 code if a permit had been issued.

66 (4) Exceptions. The following activities are exempt from tree removal permits,

67 a. Removal of any dead tree.

68 b. Removal of any of the tree species listed in the city's landscape manual  
69 as approved for removal without permit.

70 c. Removal of any tree which has been destroyed or effectively destroyed  
71 by an act of God, or by acts outside of the control of any person,  
72 individually or otherwise, who has or had a legal, beneficial or equitable  
73 interest in the real property upon which such tree is located, which acts  
74 could not have been prevented by the exercise of reasonable care by that  
75 person. Where a tree has been destroyed or effectively destroyed as  
76 described above, it is the intent of this provision to exempt from liability for  
77 such destruction or effective destruction the person who has or had a legal  
78 beneficial or equitable interest in the real property upon which such tree is  
79 located if the person could not have prevented the destruction by the  
80 exercise of reasonable care.

81 d. Removing, trimming, cutting or altering of any  
82 mangrove tree or removal of any tree located upon land which is a  
83 wetland as defined in this chapter, provided the entity has obtained a valid  
84 wetlands permit from the appropriate authority.

85 e. Removal of any tree where the property owner obtains documentation  
86 from an arborist certified by the International Society of Arboriculture or a  
87 Florida licensed landscape architect that the tree presents a danger to  
88 persons or property. If a tree was pruned, trimmed, or removed under this  
89 exception and in accordance with F.S. § 163.045, the property owner will  
90 not be required to replant a tree.

## Agenda Item #8.2

91 (5) Review of permits for removal in rights-of-way, government properties. The  
92 public works official shall review and make the determination  
93 for tree removal for trees in rights-of-way and on government properties.

94 (c) Application. A tree removal permit application shall be made to the planning and  
95 zoning department on a form approved by the administrative official and shall be  
96 accompanied by the required fee and required documents for the review of the  
97 application.

98 (d) Review and evaluation of permit application.

99 (1) The planning and zoning official shall conduct a review of each  
100 completed tree removal permit application. This review and all actions taken by  
101 the administrative official under the provisions of these tree regulations shall be  
102 conducted using best available practices from biology, botany, forestry,  
103 landscape architecture and other relevant fields, and shall be conducted in a  
104 manner that is consistent with all applicable goals, objectives and policies  
105 outlined in this chapter and in the comprehensive development master plan.

106 (2) Upon receipt of a completed permit application, the planning and zoning  
107 official shall visit the site and determine whether the site contains  
108 specimen trees or any other trees subject to the provisions of these regulations.  
109 The official will examine:

110 a. Specimen tree standard. The standards to be applied in reviewing tree  
111 removal applications involving specimen trees are as follows: Specimen  
112 trees shall be preserved. Upon receipt of an application to remove a  
113 specimen tree, the public works official shall consider the following factors  
114 in evaluating said application:

115 1. Size and configuration of the property.

116 2. Size and configuration of any proposed specimen tree.

117 3. Location of the tree relative to any proposed development.

118 4. Whether or not the tree can be preserved under the proposed  
119 plan or any alternative plan.

120 5. Health, condition and aesthetic qualities of the tree.

121 6. Whether the tree poses a threat to persons or property.

122 The administrative official may recommend from time to time the  
123 designation of certain trees located within the city as specimen or

## Agenda Item #8.2

124 historic trees. In addition, the matter shall be presented to the city council  
125 for its determination. The city council shall consider the report of the  
126 administrative official and shall either accept, modify or deny the  
127 recommendation and may designate by resolution those trees it deems  
128 appropriate as specimen or historic trees. The city council may designate  
129 by resolution protected trees, specimen trees, and/or historic trees as  
130 defined herein. Any tree which has been declared to be a  
131 protected tree shall not be removed unless approved by the city council.

132 b. Other trees. If there are trees present on a site other than any portion of  
133 a natural forest community or specimen trees, then the replacement  
134 provisions of the replacement requirements for tree removal section shall  
135 apply.

136 c. Combination of tree types. In the event that a site contains any  
137 combination of natural forest community, specimen trees or other trees,  
138 then the provisions of the Code shall be applied in proportion to the  
139 presence of each type of tree or community.

140 (e) Issuance. The planning and zoning and/or public works administrative official may  
141 approve, approve with conditions, or deny an application and issue a permit (subject to  
142 conditions, limitations or restrictions), for the activity proposed under the permit  
143 application.

144 (f) Condition for replacement requirements for issuance of tree removal permit. As a  
145 condition of the issuance of a tree removal permit, the permittee may be required to  
146 replace trees that are authorized to be removed under the provisions of  
147 these tree regulations. The number of trees and number of species of trees required for  
148 replacement shall be determined according to the specifications contained herein. The  
149 planning and zoning official may require that replacement shall be described in a  
150 landscape replacement plan which shall meet the minimum requirements of the Code.  
151 No tree removal permit shall be issued until the administrative official has approved said  
152 plan.

153 (g) Bond for tree relocation, replacement, or drip line encroachment. A bond shall be  
154 held by the city for one year to insure tree replacement in the event that tree relocation  
155 or drip line encroachment results in the death of any tree subject to a tree permit or for  
156 any tree damaged or destroyed in any pre-development or development activities. Such  
157 bond amount shall be assessed at the equivalent value of the required  
158 replacement tree or for tree replacement which cannot be effected prior to issuance of a  
159 certificate of occupancy for the underlying project. If the developer/builder desires, it  
160 may employ a landscape architect to supply revised bonding amount for city review and

## Agenda Item #8.2

161 approval if the landscape architect determines that the trees or palms subject to  
162 relocation or drip line encroachment are unlikely to die as a result of the pre-  
163 construction or construction activities.

164 All required plans or covenants are submitted and are in compliance with the standards  
165 herein.

### 166 **Sec. 34-451. - Maintenance requirements.**

167 (a) All owners of land or their agents shall be responsible for the maintenance of all  
168 landscaping. This includes mowing and maintaining abutting rights-of-way, swales,  
169 lakes and canal banks.

170

171 (b) Landscaping shall be maintained in a good condition so as to present a healthy,  
172 neat and orderly appearance at least equal to the original installation and shall be  
173 mowed or trimmed in a manner and at a frequency so as not to detract from the  
174 appearance of the general area, which shall include, but not be limited to, hat  
175 racking, defacing, or painting of trees, and the proper trimming  
176 and pruning techniques as outlined in the city's landscape manual except where the  
177 property owner obtains documentation from an arborist certified by the International  
178 Society of Arboriculture or a Florida licensed landscape architect that the tree presents  
179 a danger to persons or property.

180

181 (c) Landscaping shall be maintained to minimize property damage and public safety  
182 hazards, including removal of living, dead or decaying plant material, removal of low  
183 hanging branches and those obstructing street lighting and maintenance of sight  
184 distance standards as set forth herein.

185

186 (d) Dead or declining plant material considered to be part of a natural habitat feature  
187 located on public property are exempt from these landscaped maintenance  
188 provisions except where maintenance is necessary to avoid damage to public  
189 property or to mitigate safety hazards. Any necessary tree pruning must conform at a  
190 minimum to ANSI A-300 standards and as set forth in the city's landscape manual  
191 except where the property owner obtains documentation from an arborist certified by  
192 the International Society of Arboriculture or a Florida licensed landscape architect that  
193 the tree presents a danger to persons or property.

194

195 (e) Landscaping shall be maintained in accordance with the following standards:

196

## Agenda Item #8.2

197 (1) Insects, disease, etc. Landscaping shall be kept shall be kept free of visible  
198 signs of insects and disease and appropriately irrigated and fertilized to enable  
199 landscaping to be in a healthy condition.

200

201 (2) Mulching. Three inches of clean, weed-free, approved organic mulch shall  
202 be maintained over all areas originally mulched at all times until landscaped  
203 area matures to 100 percent coverage. The use of heat-treated mulch  
204 obtained from Melaleuca, Eucalyptus, or other invasive plant species is  
205 encouraged in order to reduce their impact on the environment and to  
206 preserve the remaining native plant communities. For this reason, the use of  
207 Cypress mulch is strongly discouraged.

208

209 (3) Turf edge trimming. All roadways, curbs and sidewalks shall be edged to  
210 prevent encroachment from the adjacent turfed areas. Line trimmers shall not  
211 be used to trim turf abutting trees or other plant material.

212

213 (4) Irrigation systems:

214

215 a. Irrigation systems shall be maintained to eliminate water loss due to  
216 damaged, missing or improperly operating sprinkler heads, emitters,  
217 pipes.

218

219 b. Irrigation systems shall be designed, installed and maintained to  
220 minimize application of water to impervious areas and/or so as not to  
221 create a vehicular use hazard on rights-of-way, ingress/egress  
222 easements or other vehicular use areas.

223

224 c. Low-volume, drip, trickle and emitter irrigation is encouraged to  
225 promote good xeriscape principles where applicable.

226

227 d. A functioning rain sensor/shutoff device shall be required on all  
228 irrigation systems installed after 1991 as mandated by F.S. § 373.662.

229

230 e. In order to reduce the amount of water lost to evaporation, irrigation  
231 systems shall be operated between the hours of 5:00 p.m. and 8:00  
232 a.m. only, or as amended by state, county, city and/or South Florida  
233 Water Management District regulations. It is furthermore strongly  
234 recommended that irrigation systems operate primarily in the early

## Agenda Item #8.2

235 morning hours after 4:00 a.m. to reduce the likelihood of any  
236 horticultural plant diseases developing. Operation of the irrigation  
237 system for maintenance, repair, sod installation for new construction  
238 and landscape maintenance activities (such as required application of  
239 water to apply fertilizer, herbicides and pesticides) is not limited to these  
240 hours.

241  
242 f. The duration that zones are operated should be adjusted to reflect the  
243 size of the zone as well as the needs of the plant material in the zone.  
244 Unnecessary and excessive watering can promote root rot and other  
245 plant diseases.

246  
247 g. Under drought conditions, compliance with the watering restrictions  
248 of the South Florida Water Management District is required.

249

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

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

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

**Agenda Item #8.2**

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

265 PASSED ON FIRST READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

266 PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2020.

267 CITY OF MIAMI GARDENS, FLORIDA

268 By: \_\_\_\_\_  
269 OLIVER GILBERT, III, MAYOR  
270

271  
272  
273  
274  
275

276 **ATTEST:**

277  
278  
279

(SEAL)

280 \_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

281  
282

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

284

285 SPONSORED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

286

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

288

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

290

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

292

293	Mayor Oliver Gilbert III	___(Yes)	___(No)
294	Vice Mayor Rodney Harris	___(Yes)	___(No)
295	Councilman Reggie Leon	___(Yes)	___(No)
296	Councilwoman Lillie Odom	___(Yes)	___(No)
297	Councilwoman Katrina Wilson	___(Yes)	___(No)
298	Councilman David Williams Jr.	___(Yes)	___(No)
299	Councilman Erhabor Ighodaro	___(Yes)	___(No)

Added language is underlined. Deleted language is stricken through.



City of Miami Gardens

# Agenda Cover Memo

20-007

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilman Reggie Leon

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN LEON’S PUBLIC AFFAIRS ACCOUNT IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00), FOR THE DELTA SIGMA THETA SORORITY, INCORPORATED, DADE COUNTY ALUMNAE CHAPTER’S, PUTTING ON THE RITZ NEW ORLEANS STYLE, FUNDRAISING EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

Delta Sigma Theta Sorority, Incorporated, Dade County Alumnae Chapter has served the South Florida community since its charter in 1981. The organization is known for providing public service through established programs in local communities and throughout the world. Their service mainly focuses on economic development, educational development, international awareness and involvement, physical and mental health, and political awareness and involvement. On Saturday, February 29, 2020, at the Doubletree by Hilton Airport, the organization will hosts its signature event, Putting on the Ritz New Orleans Style, to fundraise for their annual scholarships and chapter programs/projects.

Councilman Leon is requesting a sponsorship in the amount of \$500.00 from his Public Affairs Special Events Account in support of the Delta Sigma Theta Sorority, Incorporated, Dade County Alumnae Chapter’s, Putting on the Ritz New Orleans Style, fundraising event.

**Fiscal Impact**

The sponsorship will be funded from Councilman Leon’s Public Affairs Account in an amount not to exceed \$500.00. After the above allocation, Councilman Leon will have a remaining balance of \$5,000.00 in the Public Affairs Account for the 2020 fiscal year.

**Recommended Action**

It is recommended that City Council approves the resolution allocating \$500.00 in support of the Putting on the Ritz New Orleans Style Fundraising Event.

## Agenda Item #11.1

### Attachments

[Resolution 2020 - Delta Sigma Theta Sorority](#)

---

**Agenda Item #11.1**

RESOLUTION NO. 2020\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN LEON'S PUBLIC AFFAIRS ACCOUNT IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00), FOR THE DELTA SIGMA THETA SORORITY, INCORPORATED, DADE COUNTY ALUMNAE CHAPTER'S, PUTTING ON THE RITZ NEW ORLEANS STYLE FUNDRAISING EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Delta Sigma Theta Sorority, Incorporated, Dade County Alumnae Chapter has served the South Florida community since its charter in 1981, and

WHEREAS, the organization is known for providing public service through established programs in local communities and throughout the world, and

WHEREAS, their service mainly focuses on economic development, educational development, international awareness and involvement, physical and mental health, and political awareness and involvement, and

WHEREAS, on Saturday, February 29, 2020, at the Doubletree by Hilton Airport, the organization will hosts its signature event, Putting on the Ritz New Orleans Style, to fundraise for their annual scholarships and chapter programs/projects, and

WHEREAS, Councilman Leon is requesting a sponsorship in the amount of \$500.00 from his Public Affairs Special Events Account in support of the Delta Sigma Theta Sorority, Incorporated, Dade County Alumnae Chapter's, Putting on the Ritz New Orleans Style, fundraising event,

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

**Agenda Item #11.1**

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

33 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
34 hereby allocates funds from Councilman Leon’s Public Affairs Account in the amount of  
35 Five Hundred Dollars (\$500.00), for the Delta Sigma Theta Sorority, Incorporated, Dade  
36 County Alumnae Chapter’s, Putting on the Ritz New Orleans Style Fundraising Event.

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

39 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
40 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2020.

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**ATTEST:**

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\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: COUNCILMAN REGGIE LEON

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

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

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

63

Vice Mayor Rodney Harris \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

64

Councilwoman Katrina Wilson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

65

Councilman Erhabor Ighodaro, Ph.D. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

## Agenda Item #11.1

66	Councilwoman Lillie Q. Odom	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
67	Councilman Reggie Leon	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
68	Councilman David Williams Jr	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)





City of Miami Gardens

# Agenda Cover Memo

20-023

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilman David Williams Jr.

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENTAL FEE WAIVER AND COSTS ASSOCIATED AT SCOTT PARK; ON SUNDAY, MARCH 1, 2020, FOR THE 2020 ANNUAL SISTER PETERS DAY COMMUNITY EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

As a family, the Peters support positivity and contributions to the community of Miami Gardens. The Sister Peters Charity began in March 2012. Sister Peters’ Day, named after M. Madeline Anzilla Peters, is March 7 and has been celebrated by the Peters family for the past six (6) years in Miami Gardens. Annually the Peters family hosts a fundraiser to raise celebration funds that are donated entirely to a Miami Gardens resident that is need of financial assistance. In addition the honoree’s contributions to the community of Miami Gardens are highlighted. Traditionally the recipient is selected by Father Horace Ward of Holy Family Episcopal Church and Pastor Donald Lawrence of Parkway Baptist Church; both located in Miami Gardens, Florida.

The 2020 Annual Sister Peters Day Community Event/Gathering is set to take place on Sunday, March 1, 2020. The Peters Family will host an outdoor soccer event open to all residents of Miami Gardens. Councilman David Williams Jr would like to sponsor the usage of Scott Park for the Sister Peters Family Charity Day Sunday, March 1, 2020 from 12:00 pm (noon) to 6:00 pm.

**Fiscal Impact**

The fees applicable for Miami Gardens Parks and Recreation Department service charge, facility rental and staff for Scott Park of approximately \$434.00.

**Recommended Action**

The Mayor and City Council approve this resolution.

**Attachments**

[RESOLUTION 2020- Sister Peters Day Community EventMarch1](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENTAL FEE WAIVER AND COSTS ASSOCIATED AT SCOTT PARK; ON SUNDAY, MARCH 1, 2020, FOR THE 2020 ANNUAL SISTER PETERS DAY COMMUNITY EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sister Peters Charity began in March 2012, and

WHEREAS, Sister Peter's Day is on March 7<sup>th</sup>, this day was named after M. Madeline Anzilla Peters and has been celebrated by the Peters family for the past seven (7) years in Miami Gardens, and

WHEREAS, annually the Peter's family host a fundraiser to raise celebration funds that are donated entirely to a Miami Gardens resident that is in need of financial assistance, and

WHEREAS, in addition to the honoree's contributions to the community of Miami Gardens are highlighted, and

WHEREAS, traditionally the recipient is selected by Father Horace Ward of Holy Family Episcopal Church and Pastor Donald Lawrence of Parkway Baptist Church, both located in Miami Gardens, Florida, and

## Agenda Item #11.2

WHEREAS: the 2020 Annual Sister Peters Day Community Event is scheduled to take place Sunday, March 1, 2020, and

WHEREAS: the Peters Family will host an outdoor soccer event open to all residents of Miami Gardens, and

WHEREAS: Councilman David Williams Jr. would like to sponsor the usage of Scott Park for the Sister Peter's Family Charity Day taking place on Sunday, March 1, 2020 from

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 a rental fee waiver and cost associated at Scott Park on Sunday, March 1, 2020, for the 2020 Annual Sister Peters Day Community Event.

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

**Agenda Item #11.2**

PASSED AND ADOPTED BY THE CITY COUNCIL  
OF THE CITY OF MIAMI GARDENS AT ITS REGULAR  
MEETING HELD ON FEBRUARY 12, 2020.

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

REVIEWED BY: SONJA KNIGHTON DICKENS,  
CITY ATTORNEY

SPONSORED BY: COUNCILMAN DAVID WILLIAMS  
JR

Moved by:  
Seconded by:

**VOTE:**

Mayor Oliver Gilbert, III	___ (Yes)	___
(No)		
Vice Mayor Rodney Harris	___ (Yes)	___
(No)		
Councilwoman Katrina Wilson	___(Yes)	
___ (No)		
Councilman Erhabor Ighodaro, Ph.D.	___(Yes)	
___ (No)		
Councilwoman Lillie Q. Odom	___(Yes)	
___ (No)		
Councilman Reggie Leon	___(Yes)	___
(No)		
Councilman David Williams Jr	___ (Yes)	
___ (No)		





City of Miami Gardens

# Agenda Cover Memo

20-033

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilman Erhabor Ighodaro

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S SPECIAL EVENTS ACCOUNT IN THE AMOUNT OF EIGHT HUNDRED DOLLARS (\$800.00), MT DANCE ENSEMBLE'S 2020 ACTIVITIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

**Background**

The MT Dance Ensemble is an African American/Afro Caribbean cultural and liturgical dance ministry and a subsidiary of Celestial Church of Christ - a 501(c)3 organization based in Miami, Florida.

For more than ten years, the group has empowered young girls in our community by fostering a sense of cultural pride and identity. Recently, the group was invited by Congresswoman Federica Wilson to deliver the performance "400 Years: Our Legacy, Our Possibilities" at the 27th Annual Dr. Martin Luther King 5000 Role Model of Excellence Scholarship Breakfast.

**Current Situation**

Councilman Erhabor Ighodaro is requesting a sponsorship in the amount of \$800.00 from his Special Events Account (001-11-01-511-496-01) in support of the MT Dance Ensemble's 2020 activities.

**Fiscal Impact**

The event will be partially funded from Councilman Ighodaro's Special Events Account in an amount not to exceed \$800.00. After the above allocation, Councilman Ighodaro will have a remaining balance of \$1,200 in the Public Affairs Account for the 2020 fiscal year.

**Recommended Action**

It is recommended that City Council approves the resolution allocating \$800.00 in support of the MT Dance Ensemble.

## Agenda Item #11.3

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### Attachments

[Resolution 2020 - Supporting MT Dance Ensemble](#)

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S SPECIAL EVENTS ACCOUNT IN THE AMOUNT OF EIGHT HUNDRED DOLLARS (\$800.00), MT DANCE ENSEMBLE'S 2020 ACTIVITIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the MT Dance Ensemble is an African American/Afro Caribbean cultural and liturgical dance ministry and a subsidiary of Celestial Church of Christ - a 501(c)3 organization based in Miami, Florida, and

WHEREAS, for more than ten years, the group has empowered young girls in our community by fostering a sense of cultural pride and identity, and

WHEREAS, the group was invited by Congresswoman Federica Wilson to deliver a performance called "400 Years: Our Legacy, Our Possibilities" at the 27th Annual Dr. Martin Luther King 5000 Role Model of Excellence Scholarship Breakfast, and

WHEREAS, Councilman Erhabor Ighodaro is requesting a sponsorship in the amount of \$800.00 from his Special Events Account (001-11-01-511-496-01) in support of the MT Dance Ensemble's 2020 activities,

**Agenda Item #11.3**

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 allocates funds from Councilman Ighodaro's Special Events Account (001-11-01-511-496-01) in the amount of Eight Hundred Dollars (\$800.00), in support of the MT Dance Ensemble's 2020 activities.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON FEBRUARY 12, 2020.

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

**Agenda Item #11.3**

REVIEWED BY: SONJA KNIGHTON DICKENS,  
CITY ATTORNEY  
SPONSORED BY: COUNCILMAN ERHABOR  
IGHODARO, PH.D.

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

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

Mayor Oliver Gilbert, III	_____ (Yes)	_____
(No)		
Vice Mayor Rodney Harris	_____ (Yes)	_____
(No)		
Councilwoman Katrina Wilson	_____ (Yes)	
_____ (No)		
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	
_____ (No)		
Councilwoman Lillie Q. Odom	_____ (Yes)	
_____ (No)		
Councilman Reggie Leon	_____ (Yes)	_____
(No)		
Councilman David Williams, Jr.	_____ (Yes)	
_____ (No)		





City of Miami Gardens

# Agenda Cover Memo

20-024

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilman Erhabor Ighodaro

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S PUBLIC AFFAIRS ACCOUNT IN THE AMOUNT OF SIX HUNDRED FIFTY DOLLARS (\$650.00), FOR THE SOUTH FLORIDA AFL-CIO 2020 WOMEN OF LABOR RECEPTION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

The AFL-CIO is a voluntary federation of 55 national and international labor unions that represent 12.5 million working men and women. Each year, the South Florida Chapter of the organization hosts an annual *Women of Labor Reception*, honoring women for their work to better the lives of workers and families across the region through grassroots mobilization and community service efforts.

Councilman Ighodaro is requesting a sponsorship in the amount of \$650.00 from his Public Affairs Special Events Account in support of the South Florida AFL-CIO 2020 *Women of Labor Reception*, to be held on Saturday, March 14th at the Miami Marriott Biscayne Bay.

**Fiscal Impact**

The event will be funded from Councilman Ighodaro's Public Affairs Account in an amount not to exceed \$650.00. After the above allocation, Councilman Ighodaro will have a remaining balance of \$1,000 in the Public Affairs Account for the 2020 fiscal year.

**Recommended Action**

It is recommended that City Council approves the resolution allocating \$650.00 in support of the South Florida AFL-CIO 2020 Women of Labor Reception.

**Attachments**

[Resolution 2020 - Supporting Women of Labor Reception](#)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S PUBLIC AFFAIRS ACCOUNT IN THE AMOUNT OF SIX HUNDRED FIFTY DOLLARS (\$650.00), FOR THE SOUTH FLORIDA AFL-CIO 2020 WOMEN OF LABOR RECEPTION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AFL-CIO is a voluntary federation of 55 national and international labor unions that represent 12.5 million working men and women, and

WHEREAS, each year, the South Florida Chapter of the organization hosts an annual *Women of Labor Reception*, honoring women for their work to better the lives of workers and families across the region through grassroots mobilization and community service efforts, and

WHEREAS, Councilman Ighodaro is requesting a sponsorship in the amount of Six Hundred Fifty Dollars (\$650.00) from his Public Affairs Special Events Account in support of the South Florida AFL-CIO 2020 Women of Labor Reception, to be held on Saturday, March 14th,

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 allocates funds from Councilman Ighodaro's Public Affairs Account in the amount of Six Hundred Fifty Dollars (\$650.00), for the South Florida AFL-CIO 2020 Women of Labor Reception.

**Agenda Item #11.4**

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON FEBRUARY 12, 2020.

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY  
SPONSORED BY: COUNCILMAN ERHABOR IGHODARO, PH.D.

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

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

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Rodney Harris	_____ (Yes)	_____ (No)
Councilwoman Katrina Wilson	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman Reggie Leon	_____ (Yes)	_____ (No)
Councilman David Williams, Jr.	_____ (Yes)	_____ (No)





City of Miami Gardens

# Agenda Cover Memo

20-025

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilman Erhabor Ighodaro

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S SPECIAL EVENTS ACCOUNT IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00), FOR THE FEMALE DEVELOPMENT WORLD ORGANIZATION 2020 OUTREACH INITIATIVES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

The Female Development World Organization (FDWO) was established in 2013, to help victims and survivors of human trafficking and abuse in both the U.S. and Jamaica. The organization's mission is to positively impact the Education, Health, and Social Development of girls and young women across the African Diaspora by aggressively engaging communities, their leaders, organizations, and government representatives to foster increased and consistent awareness of the systemic problems impeding such development across the diaspora and most specifically, in socio-economically challenged communities.

The organization has strategically implemented a "Pathway to Change" within the FDWO which includes programs designed to help survivors to recondition their mind, body and soul. Such programs include: Community Outreach, Health Services, Innovative Education Programs, Athletic Programs, International Foundation Relationship Program (IFRP), Helping to Make a Difference Partnership Program (HMDPP) and a Mentorship Program. Additionally, local municipalities have supported FDWO by hosting town halls and symposiums in an effort to raise awareness about human trafficking.

Councilman Ighodaro believes that these programs are key to making a difference in the lives of adults and youth affected by the Human Trafficking global crisis. As such, Councilman Ighodaro is requesting a sponsorship in the amount of \$1,000.00 from his Special Events Account (001-11-01-511-496-01) in support of the Female Development World Organization 2020 Outreach Initiatives.

**Fiscal Impact**

The event will be funded from Councilman Ighodaro's Special Events Account in an amount not to exceed \$1,000.00. After the above allocation, Councilman Ighodaro will

## Agenda Item #11.5

have a remaining balance of \$4000 in the Public Affairs Account for the 2020 fiscal year.

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### Recommended Action

It is recommended that City Council approves the resolution allocating \$1,000.00 in support of the Female Development World Organization 2020 Outreach Initiatives.

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### Attachments

[Resolution 2020 - Supporting Female Development World Organization](#)

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S SPECIAL EVENTS ACCOUNT IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00), FOR THE FEMALE DEVELOPMENT WORLD ORGANIZATION 2020 OUTREACH INITIATIVES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Female Development World Organization (FDWO) is an organization that helps victims and survivors of human trafficking and abuse in both the U.S. and Jamaica, and

WHEREAS, the Female Development World Organization's mission is to positively impact the Education, Health, and Social Development of girls and young women across the African Diaspora by aggressively engaging communities, their leaders, organizations, and government representatives, and

WHEREAS, local municipalities have supported the Female Development World Organization's mission by hosting town halls and symposiums in an effort to raise awareness about human trafficking, and

WHEREAS, Councilman Ighodaro believes that these programs are key to making a difference in the lives of adults and youth affected by the human trafficking global crisis, and

**Agenda Item #11.5**

WHEREAS, Councilman Erhabor Ighodaro is requesting a sponsorship in the amount of \$1,000.00 from his Special Events Account (001-11-01-511-496-01) in support of the Female Development World Organization 2020 Outreach Initiatives,

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 allocates funds from Councilman Ighodaro's Special Events Account (001-11-01-511-496-01) in the amount of One Thousand Dollars (\$1,000.00), for the Female Development World Organization 2020 Outreach Initiatives

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_ 2020.

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**Agenda Item #11.5**

OLIVER GILBERT, III, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

REVIEWED BY: SONJA KNIGHTON DICKENS,  
CITY ATTORNEY

SPONSORED BY: COUNCILMAN ERHABOR  
IGHODARO, PH.D.

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

Seconded by: \_\_\_\_\_

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

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

Vice Mayor Rodney Harris      \_\_\_\_ (Yes)      \_\_\_\_  
(No)

Councilwoman Katrina Wilson      \_\_\_\_ (Yes)  
\_\_\_\_ (No)

Councilman Erhabor Ighodaro, Ph.D.      \_\_\_\_ (Yes)  
\_\_\_\_ (No)

Councilwoman Lillie Q. Odom      \_\_\_\_ (Yes)  
\_\_\_\_ (No)

Councilman Reggie Leon      \_\_\_\_ (Yes)      \_\_\_\_  
(No)

Councilman David Williams, Jr.      \_\_\_\_ (Yes)  
\_\_\_\_ (No)





City of Miami Gardens

# Agenda Cover Memo

20-026

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilman Erhabor Ighodaro

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S SPECIAL EVENTS ACCOUNT IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00), FOR A FREE COMMUNITY GOSPEL CONCERT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

Councilman Erhabor Ighodaro believes that music is a vehicle for connecting people and strengthening social bonds. Music increases contact, coordination, and cooperation with others. Music is believed to impact a person's mental capacity, improving one's ability to think and empathize. Music also increases cultural cohesion, offering diverse population an opportunity to connect over a common love. Understanding this, Councilman Ighodaro will host a free community Gospel Concert at the Betty T. Ferguson Recreational Center's Amphitheater on Saturday, April 11, 2020.

Councilman Erhabor Ighodaro is requesting a sponsorship in the amount of \$2,000.00 from his Special Events Account (001-11-01-511-496-01) in support of the free community Gospel Concert.

**Fiscal Impact**

The event will be partially funded from Councilman Ighodaro's Special Events Account in an amount not to exceed \$2,000.00. After the above allocation, Councilman Ighodaro will have a remaining balance of \$2,000 in the Public Affairs Account for the 2020 fiscal year.

**Recommended Action**

It is recommended that City Council approves the resolution allocating \$2,000.00 for the purposes of hosting a free community Gospel Concert on Saturday, April 11, 2020.

**Attachments**

[Resolution 2020 - Supporting 2020 Gospel Concert](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FUNDS FROM COUNCILMAN IGHODARO'S SPECIAL EVENTS ACCOUNT IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00), FOR A FREE COMMUNITY GOSPEL CONCERT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Councilman Erhabor Ighodaro believes that music is a vehicle for connecting people and strengthening social bonds, and

WHEREAS, Music increases contact, coordination, and cooperation with others; impacts a person's mental capacity, improving one's ability to think and empathize; and increases cultural cohesion, offering diverse population an opportunity to connect over a common love, and

WHEREAS, Councilman Ighodaro will host a free community Gospel Concert at the Betty T. Ferguson Recreational Center's Amphitheater on Saturday, April 11, 2020, and

WHEREAS, Councilman Erhabor Ighodaro is requesting a sponsorship in the amount of \$2,000.00 from his Special Events Account (001-11-01-511-496-01) in support of the free community Gospel Concert,

**Agenda Item #11.6**

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 allocates funds from Councilman Ighodaro's Special Events Account (001-11-01-511-496-01) in the amount of Two Thousand Dollars (\$2,000.00), in support of the free community Gospel Concert.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON FEBRUARY 12, 2020.

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

**Agenda Item #11.6**

REVIEWED BY: SONJA KNIGHTON DICKENS,  
CITY ATTORNEY  
SPONSORED BY: COUNCILMAN ERHABOR  
IGHODARO, PH.D.

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

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

Mayor Oliver Gilbert, III	_____ (Yes)	_____
(No)		
Vice Mayor Rodney Harris	_____ (Yes)	_____
(No)		
Councilwoman Katrina Wilson	_____ (Yes)	
_____ (No)		
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	
_____ (No)		
Councilwoman Lillie Q. Odom	_____ (Yes)	
_____ (No)		
Councilman Reggie Leon	_____ (Yes)	_____
(No)		
Councilman David Williams, Jr.	_____ (Yes)	
_____ (No)		





City of Miami Gardens

# Agenda Cover Memo

20-027

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilman Erhabor Ighodaro

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, IMPOSING A MORATORIUM ON ALL INVESTMENT AND SUPPORT (DIRECT AND INDIRECT) OF THE CITY OF MIAMI GARDENS FOR THE HARD ROCK STADIUM, MIAMI DOLPHINS AND THEIR AFFILIATES UNTIL FINAL RESOLUTION OF THE ISSUE OF FORMULA ONE RACING IN MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

The Super Bowl LIV has come and gone with no evidence of direct economic benefit to the City of Miami Gardens. Following a scathing article in the Friday January 31, 2020 edition of the Miami Herald newspaper - and other prominent media outlets suggesting that tax payers and City residents suffer the consequence of hosting events while billionaires and those outside of Miami Gardens reap the benefit (see NFL "Legacy Projects") - it has become necessary that the City take further steps to protect our residents, maintain fidelity of our fiduciary responsibility and maximize every return on our investment.

At the October 23, 2019 meeting of the Miami Gardens City Council, the City Council unanimously voted to object to the planned Formula One racing in the City. In light of insufficient evidence of economic benefit of the event to the City and the insistence of the Hard Rock Stadium to host the event in spite of the overwhelming opposition of the Miami Gardens community, Councilman Ighodaro believes it is in the City's best interest to reexamine and withhold any form of concessions, cooperation and assistance it provides the stadium (and its affiliates) for all non-contracted events until there is a favorable resolution to the Formula One deal.

**Fiscal Impact**

**Recommended Action**

It is recommended that the City of Miami Gardens City Council pass this resolution directing the City Manager to examine all concessions, cooperation, assistance (including tax/business incentives, paid and in-kind police services, City sponsored events including the 2021 Jazz In The Gardens and/or any special events planned in

## Agenda Item #11.7

conjunction with events at the stadium) within the purview and jurisdiction of the City and put a hold on any such arrangements until the resolution of the Formula One issue.

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### Attachments

[RESOLUTION - events with stadium](#)

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**Agenda Item #11.7**

RESOLUTION NO. 2020\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, IMPOSING A MORATORIUM ON ALL INVESTMENT AND SUPPORT (DIRECT AND INDIRECT) OF THE CITY OF MIAMI GARDENS FOR THE HARD ROCK STADIUM, MIAMI DOLPHINS AND THEIR AFFILIATES UNTIL FINAL RESOLUTION OF THE ISSUE OF FORMULA ONE RACING IN MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the October 23, 2019 meeting of the Miami Gardens City Council, the City Council unanimously voted to object to the planned Formula One racing (“Formula One”) in the City, and

WHEREAS, it appears that the owners and operators of Hard Rock Stadium are intend to hold Formula One in the City despite the City Council’s prior Resolution and despite objections from the community, and

WHEREAS, Councilman Erhabor Ighodaro is recommending that the City Council withhold any form of concessions, corporation and assistance it provides the stadium (its affiliates) until there is a favorable resolution to the Formula One deal, excluding any existing contractual obligations of the City,

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 hereby imposes a moratorium on all investment and support (direct and indirect) of the City of Miami Gardens for the

**Agenda Item #11.7**

30 Hard Rock Stadium, Miami Dolphins, and their affiliates, excluding existing contractual  
31 obligations, until final resolution of the issue of formula one racing in miami gardens.

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

34 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
35 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2020.

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\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

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42 **ATTEST:**

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MARIO BATAILLE, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: COUNCILMAN ERHABOR IGHODARO, Ph.D.

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

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

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

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Vice Mayor Rodney Harris \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Councilwoman Katrina Wilson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Councilman Erhabor Ighodaro, Ph.D. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Councilwoman Lillie Q. Odom \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Councilman Reggie Leon \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Councilman David Williams Jr \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)



City of Miami Gardens

# Agenda Cover Memo

20-021

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilwoman Katrina Wilson

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING RENTAL FEE WAIVERS AT AJ KING PARK LOCATED AT 4230 NW 178TH STREET IN MIMI GARDENS, FLORIDA FOR THE WOMEN'S BREAST AND HEART INITIATIVE AWARENESS EVENTS TAKING PLACE EVERY SATURDAY IN MARCH 2020; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

The Women's Breast and Heart Initiative (WBHI) is a non profit outreach organization dedicated to educating women about the importance of breast health and heart health with a focus on early detection and prevention, because both are vital in fighting the diseases. WBHI provides free breast and health education, access to free screenings throughout their door-to-door campaign by targeting the undeserved. WBHI's mission is to fight breast cancer as a life threatening disease, one household at a time. WBHI has visited over 100,000 homes through their outreach which averages out to more than 11,000 homes per year including homes in Miami Gardens.

Councilwoman Katrina Wilson is requesting the City of Miami Gardens provide a meeting space at AJ King Park 4230 NW 178th Street Miami Gardens, Florida and waive all fees. The awareness events will take place on Saturday, March 7, 14, 21, and 28, 2020 from 7:00 a.m. to 11:00 a.m.

**Fiscal Impact**

The total fiscal impact including fee waivers and staff time is \$1020.

**Recommended Action**

To approve this Resolution.

**Attachments**

[RESOLUTION 2020 - Waive Fees for the the Womens Breast and Heart Initiative \(WBHI\) - Copy](#)

**Agenda Item #11.8**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING RENTAL FEE WAIVERS AT AJ KING PARK 4230 NW 178<sup>TH</sup> STREET MIAMI GARDENS, FLORIDA FOR THE WOMEN'S BREAST AND HEART INITIATIVE AWARENESS EVENTS TAKING PLACE SATURDAYS IN MARCH; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Women's Breast and Heart Initiative (WBHI) is a non-profit organization dedicated to educating women about the importance of breast health and heart health with a focus on early detection and prevention, because both are vital in fighting the diseases, and

WHEREAS, WBHI provides free breast and health education, access to free screenings throughout their door-to-door campaign by targeting the underserved, and

WHEREAS, WBHI's mission is to fight breast cancer as a life threatening disease, one household at a time, and

WHEREAS, WBHI has visited over 100,000 homes through their outreach which averages out to more than 11,000 homes per year including homes in Miami Gardens, and

WHEREAS, Councilwoman Katrina Wilson is requesting the City of Miami Gardens provide a meeting space AJ KING PARK 4230 NW 178<sup>TH</sup> Street Miami Gardens, Florida and waive all fees, and

WHEREAS, the awareness events will take place on Saturday, March 7, 14, 21, and 28, 2020 from 7:00 a.m. to 11:00 a.m.,

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

**Agenda Item #11.8**

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 rental fee waivers at AJ King Park for the Women’s Breast and Heart Initiative Awareness Events.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_ 2020.

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

REVIEWED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY  
SPONSORED BY: COUNCILWOMAN KATRINA WILSON

Moved by:  
Seconded by:

**VOTE:**

Mayor Oliver Gilbert, III	___ (Yes)	___ (No)
Vice Mayor Rodney Harris	___ (Yes)	___ (No)
Councilwoman Katrina Wilson	___ (Yes)	___ (No)
Councilman Erhabor Ighodaro, Ph.D.	___ (Yes)	___ (No)
Councilwoman Lillie Q. Odom	___ (Yes)	___ (No)
Councilman Reggie Leon	___ (Yes)	___ (No)
Councilman David Williams Jr	___ (Yes)	___ (No)





City of Miami Gardens

# Agenda Cover Memo

20-029

Meeting: City Council - Feb 12 2020

**Department**

Mayor and City Council

**Sponsored By**

Councilwoman Katrina Wilson

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DIRECTING THE CITY CLERK AND CITY ATTORNEY TO RESEARCH THE CITY'S ABILITY TO ESTABLISH AN ETHICAL CAMPAIGN AND CIVILITY POLICY FOR CANDIDATES, ELECTED, AND APPOINTED OFFICIALS DURING CITY ELECTIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

Research conducted by the National Institute for Civil Discourse, suggests a surge in offensive and disparaging behavior that too often dominates public discourse amongst political adversaries and citizens alike. Women, and particularly those with protected status are increasingly facing a climate of fear, threats and intimidation. The current harsh environment has become challenging to those seeking to engage in progressive activism and civil political discourse. To ensure confidence and trust in the democratic process, it is imperative that all elections are run in a fair and impartial manner.

Councilwoman Katrina Wilson considers civil discourse as a respectful exchange of different ideas. Which entails disputing, questioning and critiquing arguments, but doing so in a way that respects and affirms all persons involved. The importance of candidates practicing civility and civil discourse during the election process encourages residents to share their viewpoints and remain involved in the political process.

Councilwoman Wilson believes the political culture of the City of Miami Gardens can be protected, and is in favor of policy development that encourages the City of Miami Gardens qualified Candidates, Elected, and Appointed Officials to abide by a Ethical Campaign Practices and Civility Policy during City Election. Therefore Councilwoman Wilson is the directing the City Clerk and City Attorney to research the City's ability to establish such policy.

**Fiscal Impact**

N/A

**Recommended Action**

## Agenda Item #11.9

It is recommended that City Council approve the Resolution.

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### Attachments

[Resolution 2020 - Ethical Campaign Practices and Civility Oath](#)

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**Agenda Item #11.9**

RESOLUTION NO. 2020\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DIRECTING THE CITY CLERK AND CITY ATTORNEY TO RESEARCH THE CITY'S ABILITY TO ESTABLISH AN ETHICAL CAMPAIGN AND CIVILITY POLICY FOR CANDIDATES, ELECTED, AND APPOINTED OFFICIALS DURING CITY ELECTIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council for the City of Miami Gardens (the "City") share a commitment to improving the election process for its residents, candidates, and both elected and appointed officials, and

WHEREAS, research conducted by the National Institute for Civil Discourse, suggests a surge in offensive and disparaging behavior that too often dominates public discourse amongst political adversaries and citizens alike, and

WHEREAS, women, and particularly those with protected status are increasingly facing a climate of bullying, fear, threats and intimidation, and

WHEREAS, the current harsh environment has become challenging to those seeking to engage in progressive activism and civil political discourse, and

WHEREAS, Councilwoman Katrina Wilson considers civil discourse as a respectful exchange of different ideas, and

WHEREAS, Councilwoman Wilson believes the political culture of the City of Miami Gardens can be protected, and is in favor of policy development that encourages the City of Miami Gardens qualified Candidates, Elected, and Appointed Officials to abide by a Ethical Campaign and Civility Policy during City Elections.

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

**Agenda Item #11.9**

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

33 Section 2: DIRECTING: The City Council of the City of Miami Gardens hereby  
34 directs the City Clerk and City Attorney to research the ability of the City to establish an  
35 Ethical Campaign and Civility Policy during City Elections.

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

38 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
39 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2020.

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\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

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46 **ATTEST:**

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MARIO BATAILLE, CITY CLERK

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REVIEWED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: COUNCILWOMAN KATRINA WILSON

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

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

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60 Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
61 Vice Mayor Rodney Harris	_____ (Yes)	_____ (No)
62 Councilwoman Katrina Wilson	_____ (Yes)	_____ (No)
63 Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)
64 Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
65 Councilman Reggie Leon	_____ (Yes)	_____ (No)
66 Councilman David Williams Jr	_____ (Yes)	_____ (No)



City of Miami Gardens

# Agenda Cover Memo

19-195

Meeting: City Council - Feb 12 2020

**Department**

Procurement

**Sponsored By**

City Manager

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE THIRD RENEWAL OF AWARD OF ITB NUMBER 15-16-022, REFUSE COLLECTION OF LEASED CONTAINERS, TO WASTE MANAGEMENT OF FLORIDA, INC.; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

**Background**

The City leases roll off containers for the collection of waste at the City Hall, Parks and Recreation, Police Department and Public Works facilities. A service referred to as refuse collection services picks up these containers at different interludes depending on the needs of the department. These containers are used by our maintenance crews to dispose of litter and trash collected from the City Hall facilities, Police Department, Right of Ways and Parks.

On December 21, 2015, Staff prepared specifications for Invitation To Bid (ITB) Number 15-16-022, Refuse Collection of Leased Containers, was solicited. Four (4) bids were received and publicly read on January 12, 2016. The apparent low respondent is Waste Management of Florida, Inc., located in Miami, Florida. The Procurement Department evaluated the bids for compliance with the specifications.

On February 24, 2016, under Resolution Number 2016-33-2932, City Council approved the award of Invitation To Bid (ITB) Number 15-16-022, Refuse Collection of Leased Containers to Waste Management of Florida, Inc., authorizing the City Manager to issue purchase orders for each department, City Hall, Parks and Recreation, Police Department and Public Works facilities.

**Current**

The current contract allows for annual renewals. The initial term of the agreement was for a period of two (2) years with an option to renew annually for three (3) one year periods. This is the third (3rd) and final contract renewal.

## Agenda Item #11.10

### Fiscal Impact

Funding available in accounts:

001-72-01-572-340-00

001-72-02-572-340-00

001-72-02-572-341-00

001-19-04-519-340-00

100-41-02-541-340-00

401-41-03-538-340-00

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### Recommended Action

It is recommended that the City Council approve the City staff's recommendation for the third and final renewal of Invitation To Bid Number 15-16-022, Refuse Collection of Leased Containers to Waste Management of Florida, Inc., authorizing the City Manager to issue purchase orders not to exceed the budgeted amount.

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### Attachments

[Exhibit 1 - Renewal and Performance Evaluation](#)

[RESOLUTION 2020 -ITB Renewal Waste Management](#)

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# City of Miami Gardens

18605 NW 27<sup>th</sup> Avenue Miami  
Gardens, Florida 33056



Mayor Oliver Gilbert  
Vice Mayor Rodney Harris  
Councilman Erhabor Ighodaro, Ph.D.  
Councilman Reggie Leon  
Councilwoman Lillie Q. Odom  
Councilman David Williams, Jr.  
Councilwoman Katrina Wilson

## MEMORANDUM

**To:** Tom Ruiz, Director of Public Works  
**From:** Latora Francis, Sr. Procurement Offiver  
**Date:** 10/22/2019  
**Re:** **CONTRACT RENEWAL**  
Contract Number: ITB No. 15-16-022  
Contract Name: Refuse Collection of Leased Containers

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The current period of the above contract expires on 02/24/2020 . The contract was awarded on 02/24/2016 , with 3 option(s) to renew, if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing. This is the 3rd renewal option.

If you do not want to renew this contract please indicate the reason(s). Also note that this contract will expire on the date noted above and if a new contract is to be established, you must submit a request, completed specifications, and proof of budget approval to the Purchasing Director.

Please reply no later than two (2) business days from the above date by returning page 2 of this memo appropriately filled out, signed and dated.

Current Vendor(s)

Waste Management Inc. of Florida

# Agenda Item #11.10

**CITY OF MIAMI GARDENS  
OFFICE OF PROCUREMENT MANAGEMENT  
VENDOR PERFORMANCE EVALUATION**

Contract/ Agreement No. <b>ITB 15-16-022</b>		Contract/Project Title <b>Refuse Collection Leased Containers</b>
Vendor/Contractor / Consultant Name <b>Waste Management Inc.</b>		Phone
Award Amount	Change Order/Amendments No of:	Total Cost <b>\$55,000</b>

Recommended for future contracts If other than Yes, provide detailed explanation as attachment	<b>Yes No</b>	To be completed by the Purchasing Division Score	Numerical <b>4.083</b>
Overall Rating			
<b>Unsatisfactory (1.0- 1.8)   Poor (1.81 - 2.59)   Fair (2.60- 3.19)   Good (3.20- 4.49)   Excellent (4.50- 5.00)</b>			

CITY CONTACT INFORMATION	
Print Name & Title: <i>Franklin Johnson OPERATIONS MGR</i>	Telephone: <i>(786) 279-1266</i>
Email: <i>fjohnson@miamigardens-fl.gov</i>	Date: <i>10/29/19</i>

EVALUATION CRITERIA
This evaluation provides an indication of the vendors' ability to implement a practical, accurate, complete and cost conscious service/project. For each item, please provide a numerical score from 1 to 5, in accordance to the performance rating scale. Select N/A if the criteria does not apply to this evaluation. Reviewer comments must be entered for a rating of 1, 2 or 5.
<b>THE FOLLOWING SCALE IS USED TO RANK THE LEVEL OF CONTRIBUTIONS MADE BY THE VENDOR, CONSULTANT, CONTRACTOR TO THE CONTRACT.</b>
1 - Unsatisfactory Performance: Service/Project had multiple, significant issues which the (vendor, contractor, consultant) provided no assistance to resolve and that resulted in substantial time, poor service and cost impacts;
2 - Poor Performance: Service/Project had several issues which the (vendor contractor consultant) provided limited assistance to resolve and that resulted in significant time and cost impacts;
3- Fair Performance: Service/Project had some issues which the (vendor, contractor, consultant) pursued to resolve and that resulted in acceptable time and/or cost impacts;
4- Good Performance: Service/Project had some minor issues which the (vendor, contractor, consultant) aggressively pursued to resolve and there were minor time or cost impacts related to the contractor's performance;
5 - Excellent Performance: Service/Project had no time or cost impacts related to (vendor, contractor, consultant) performance.

	PERFORMANCE RATING SCALE (1-5)
1.) Cooperation with City staff as well as with Consultant(s)	4
2.) Conformance with schedule of work progress and timeliness of completion	4
3.) Conformance with contract specification/drawings and other requirements listed in the contract	N/A
4.) Quality of finished work or service and cleanup	4
5.) Competency of vendor superintendent, supervisors and workers	5
6.) Assist City staff in meeting projection/service deadlines	5
7.) Responsive to City staff telephone calls and request in a timely manner	4
8.) Validity of claims for extra costs	3
9.) Quality accuracy timeliness of service, work schedule, reports, and records, etc.	4
10.) Damage/accident/liability documentation	N/A
11.) Control/coordinate with City staff regarding construction or service as required in the contract.	4
12.) Proactive participation in resolution of disputes	4
13.) Damage/accident/liability documentation	N/A
14.) Change Order processing (accuracy, timeliness, documentation, etc.)	4
15.) Did the vendor exercise adequate/effective coordination, and control of work and paperwork?	4

Waste management have produced good service for the City of Miami Gardens Public Works Department.  
City staff comments: \_\_\_\_\_

Supervisor  
Name: **Franklin Johnson** Signature: *Franklin Johnson* *10/29/19*  
APPROVED EVALUATION

**Agenda Item #11.10**

Date: 10/29/2019

To: Latora Francis

The using division recommends the following:

- RENEW the contract under the same terms and conditions.
- DO NOT renew this contract. Rebid this contract. A request with revised specifications, along with approved budget, will be submitted to the Purchasing Director for a replacement bid. See attached memorandum explaining the reason(s) thereto.
- DO NOT renew the contract. DO NOT prepare a replacement bid  
REASON(S) \_\_\_\_\_

Please return the completed form by email to lfrancis @miamigardens-fl.gov

Signature: 

Print Name & Title: Franklin Johnson Operation Manager

Department: Public Works

**Agenda Item #11.10**

RESOLUTION NO. 2020\_\_\_\_\_

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE THIRD RENEWAL OF AWARD OF ITB NUMBER 15-16-022, REFUSE COLLECTION OF LEASED CONTAINERS, TO WASTE MANAGEMENT OF FLORIDA, INC.; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

14 WHEREAS, the City of Miami Gardens (“City”) leases roll off containers for the  
15 collection of waste at City Hall, for Parks and Recreation, for the Police Department and  
16 for Public Works facilities, and

17 WHEREAS, refuse collection services pick up the roll off containers on a  
18 schedule responsive to the needs of each department, and

19 WHEREAS, on December 21, 2015, Staff, after preparing specifications, solicited  
20 bids for ITB Number 15-16-022, Refuse Collection of Leased Containers, and

21 WHEREAS, four (4) bids were received and publicly read on January 12, 2016,  
22 and

23 WHEREAS, bids were evaluated for compliance with the specifications and  
24 Waste Management of Florida, Inc. was deemed the lowest, responsive and  
25 responsible bidder, and

26 WHEREAS, on February 24, 2016, under Resolution Number 2016-33-2932, the  
27 City Council approved the award of Invitation To Bid (ITB) Number 15-16-022, Refuse  
28 Collection of Leased Containers, to Waste Management of Florida, Inc and authorized  
29 the City Manager to issue purchase orders for each department, and

30 WHEREAS, the agreement entered into on February 24, 2016, has an initial term  
31 of two (2) years with an option to renew annually for three (3) one year periods, and

**Agenda Item #11.10**

32 WHEREAS, this second (2<sup>nd</sup>) and current renewal expires on February 24, 2020,  
33 and

34 WHEREAS, City Staff recommends that the City Council approves the third  
35 renewal of award of ITB Number 15-16-022, Refuse Collection of Leased Containers, to  
36 Waste Management of Florida, Inc. and authorizes the City Manager to issue purchase  
37 orders not to exceed the budgeted amount,

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

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

43 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
44 hereby approves the third renewal of award of ITB Number 15-16-022, Refuse  
45 Collection of Leased Containers, to Waste Management of Florida, Inc. and authorizes  
46 the City Manager to issue purchase orders not to exceed the budgeted amount.

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

49 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
50 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2020.

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OLIVER GILBERT, III, MAYOR

**ATTEST:**

**Agenda Item #11.10**

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MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR OLIVER GILBERT, III

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

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

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Rodney Harris	_____ (Yes)	_____ (No)
Councilwoman Katrina Wilson	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman Reggie Leon	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)



City of Miami Gardens

# Agenda Cover Memo

19-190

Meeting: City Council - Feb 12 2020

**Department**

City Manager's Office

**Sponsored By**

City Manager

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE LEASE AGREEMENT WITH NEW URBAN DEVELOPMENT FOR THE CONSTRUCTION OF SENIOR HOUSING ON CITY-OWNED PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF NW 12TH AVENUE AND NW 183RD STREET, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

**Background**

On March 9, 2016, the City Council approved Resolution No. 2016-043-2942 directing the City Manager and City Attorney to negotiate a long-term lease/development agreement with the Urban League of Greater Miami for the construction and development of 100 units of senior housing to be located adjacent to the City's proposed Senior Center on the northwest corner of NW 12th Avenue and NW 183rd Street. Negotiations were undertaken thereafter and a long-term lease agreement was approved by the City Council on September 27, 2017 through Ordinance No. 2017-11-375.

**Current Situation**

The developer is requesting an amendment to the existing agreement as shown on Exhibit A. The amendment includes an increase in the number of units from 100 to 150 along with changes to the project amenities. Under the amendment, the lease term will be changed from fifty (50) years with a twenty-five (25) year option to extend; to fifty-five (55) years with a twenty (20) year option to extend in addition to the ability to sublet or assign the lease. In addition, a cross-access agreement will be established along with a maintenance agreement for the Enrico Farmhouse. The Development Period to complete construction is to be amended to a new project completion date of December 31, 2024, replacing the previous project completion date of April 30, 2020.

**Fiscal Impact**

**Recommended Action**

Adopt the Resolution amending the lease agreement with New Urban Development

## Agenda Item #11.11

for the construction of senior housing on City-owned property generally located at the northwest corner of NW 12th Avenue and NW 183rd Street.

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### Attachments

[reso new urban development](#)

[Exhibit A- FINAL AMENDMENT ONE TO LEASE AGREEMENT WITH NEW URBAN](#)

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**Agenda Item #11.11**

RESOLUTION NO. 2020\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE LEASE AGREEMENT WITH NEW URBAN DEVELOPMENT FOR THE CONSTRUCTION OF SENIOR HOUSING ON CITY-OWNED PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF NW 12TH AVENUE AND NW 183RD STREET, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 9, 2016, the City Council approved Resolution No. 2016-043-2942 directing the City Manager and City Attorney to negotiate a long-term lease/development agreement with the Urban League of Greater Miami for the construction and development of 100 units of senior housing to be located adjacent to the City's proposed Senior Center on the northwest corner of NW 12th Avenue and NW 183rd Street, and

WHEREAS, negotiations were undertaken thereafter and a long-term lease agreement was approved by the City Council on September 27, 2017 through Ordinance No. 2017-11-375, and

WHEREAS, the developer is requesting an amendment to the existing agreement as shown on Exhibit "A", and

WHEREAS, the amendment includes an increase in the number of units from 100 to 150 along with changes to the project amenities, and

WHEREAS, under the amendment, the lease term will be changed from fifty (50) years with a twenty-five (25) year option to extend; to fifty-five (55) years with a twenty (20) year option to extend in addition to the ability to sublet or assign the lease, and

WHEREAS, a cross-access agreement will be established along with a maintenance agreement for the Enrico Farmhouse, and

**Agenda Item #11.11**

32 WHEREAS, the Development Period to complete construction is to be amended  
33 to a new project completion date of December 31, 2024, replacing the previous project  
34 completion date of April 30, 2020, and

35 WHEREAS, Staff recommends that the City Council approve the amendment to  
36 the lease agreement with New Urban Development for the construction of senior  
37 housing on City-owned property generally located at the northwest corner of NW 12th  
38 Avenue and NW 183rd Street,

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

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

44 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
45 hereby amends the lease agreement with New Urban Development for the construction  
46 of Senior Housing on City-Owned property generally located at the northwest corner of  
47 nw 12th avenue and nw 183rd street, attached hereto as Exhibit "A".

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

50 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
51 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2020.

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OLIVER GILBERT, III, MAYOR

**ATTEST:**

**Agenda Item #11.11**

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MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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

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

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Rodney Harris	_____ (Yes)	_____ (No)
Councilwoman Katrina Wilson	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman Reggie Leon	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)

**AMENDMENT NUMBER ONE TO LEASE AGREEMENT WITH  
NEW URBAN DEVELOPMENT LLC**

**THIS AMENDMENT IS MADE**, as of the date of the last execution hereof, by and between the City of Miami Gardens, a municipal corporation, having an office at 18605 NW 27<sup>th</sup> Avenue, Miami Gardens, Florida 33056 (hereinafter “City” or “Landlord”) and New Urban Development, LLC, or its assignee, having an office at 8500 NW 25<sup>th</sup> Avenue, Miami, Florida 33147 (hereinafter “Tenant”).

**R E C I T A L S**

**WHEREAS**, the Landlord and Tenant entered into a Lease Agreement, as of October 10, 2017, and

**WHEREAS**, the Tenant has requested certain revisions to the Lease Agreement, and the Landlord has agreed with respect thereto, as provided herein in order to encourage the exclusive use and occupancy for the purposes of constructing, maintaining and operating a multi-family residential housing facility for the elderly, 55 years of age or older, consistent with the principles of the Fair Housing Act (“Project”) along with ancillary uses permitted within the Planned Development District (“PD”), and

**WHEREAS**, Landlord and Tenant desire to reduce their understandings with regard to such revisions to writing, as further provided herein,

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants hereinafter described and in furtherance of the Project, the Parties agree as follows:

**1. AMENDMENT 1.** Sub-Section 1.2 is hereby amended to read as follows: **USE OF LEASEHOLD PROPERTY:** The use of the Leasehold Property, in its entirety, as revised hereunder, shall be restricted to the Project consisting of 150 garden-type units, built in a campus-like setting, consisting of two, five-story buildings, along with a separate clubhouse and management office, with residential unit sizes from a minimum 550 square feet for a one-bedroom unit and 791 square feet for a two-bedroom unit; provided, furthermore, the Project will contain the following project and unit amenities:

Project Amenities	
Gym Fitness Center	Washer/Dryer Hookups
Computer Center	Elevators
Balconies	Walking Trails
Library	Gazebo/Pavilion
Controlled Access	

Unit Amenities	
Open Kitchen	Central Air-Conditioning
Energy Efficient Refrigerator, Dishwasher and Stove	Ceiling Fans
Built-in Microwave	Vertical Blinds
Generous Cabinet Space with Pantry	High Speed Internet Access Available
Ceramic Tile Floors	Energy Efficient Appliances

## Agenda Item #11.11

2. **AMENDMENT 2.** Sub-Section 2.1 of the Original Lease is hereby amended to read as follows: **TERM:** The Term of this Lease is fifty-five (55) years (“Lease Term”), unless terminated or extended in accordance with the terms of the Original Lease, and the same shall be deemed to have commenced on the Effective Date. The Tenant shall have the option of extending the Lease Term for an additional twenty (20) years by giving written notice therefor not earlier than two (2) years, but not later than one (1) calendar year, from the date that the Lease Term would expire. In the event the Tenant exercises such option, the terms hereof shall continue in full force and effect. In the event the Tenant does not exercise such option, time being of the essence thereof, the Tenant shall, instead, execute and deliver to the Landlord a release and termination agreement in substantially the same form as attached to the Original Lease as Exhibit “C”.

3. **AMENDMENT 3.** Sub-Sub-Section 2.3(c) is hereby amended to read as follows: **DEVELOPMENT PERIOD:** Tenant shall have forty-seven (47) calendar months after the expiration of the Approval Period to develop the Project through the Final Certificate of Occupancy. (“Development Period”). The Development Period may be extended for good cause shown. For the purposes hereof a showing of “good cause” shall include failure of the requisite governmental agencies to process bona fide, complete plans and specifications in a reasonable time, the failure of the applicable contractors to honor their respective contracts, the failure of any leasehold mortgagee to fund the Project without good cause and any Force Majeure acts or occurrences. In tandem, the Inspection Period, Approval Period and Development Period shall not extend beyond December 31, 2024, If the Tenant does not successfully complete the Development Period, as the same may be extended for good cause shown, the Tenant shall, upon demand of the Landlord, forthwith execute and deliver to the Landlord a written release in substantial conformity as set forth on Exhibit “C,” as reflected in the Lease.

4. **AMENDMENT 4.** Sub-sub Section 5.3(a) is amended to read as follows: The Landlord intends to develop through new construction or restoration of existing structures such as the historically-designed farmhouse generally known and referred to as the “Enrico Farmhouse,” one or more senior-citizen facilities consisting of an auditorium, pavilions and associated improvements on the City Property. Within fifteen (15) calendar days after the issuance of the final Certificate of Occupancy for the first of such improvements, the Tenant shall undertake the maintenance and janitorial services, including landscaping and normal wear and tear on the improvements on the City Property with respect to such improvements and, thereafter, such other improvements as shall be completed on the City Property. The Landlord shall notify the Tenant, in accordance with Section 9 of the Original Lease, of the issuance of the applicable Certificate of Occupancy. Such maintenance and janitorial services shall meet the standard in Miami-Dade County for Class A office space, on a daily basis, which services shall include landscaping, replacements, sanitary facility cleaning with appropriate “GREEN” cleaners and sanitizers all in accordance with the protocols and standards set forth on Exhibit D, of the Lease’s, exterior and interior maintenance and services included.

5. **AMENDMENT 5.** Section 7 is hereby amended to read as follows: **SUBLETTING, ASSIGNMENT:** Tenant shall not have the right to sublease or assign any of its rights hereunder, without the Landlord’s written consent, which consent may be withheld in the Landlord’s absolute discretion, except that the Landlord’s approval shall be reasonable and according to objective standards with respect to the Tenant’s future development affiliate, provided that such affiliate shall be an entity in which all equity is owned by Tenant and over which Tenant has all practical control as to decision-making and policy-control.

6. **AMENDMENT 6.** Section 9 is hereby amended to read as follows: **NOTICES:** All notices, communications, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party or officer, agent or attorney of the notifying party, and will be deemed delivered if served personally, including but not

## Agenda Item #11.11

limited to delivered upon electronic or standard postal-service mailing by registered or certified mail, or by a recognized courier service that provides proof of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified within ten (10) calendar days. The places and contacts forgiving notice shall remain as such until they have been changed by written notice in compliance with the provisions of this section. For the time being, the Landlord and the Tenant designate the following respective places and contacts for giving of notice:

**TO LANDLORD:  
RENT PAYMENTS:**

City of Miami Gardens  
Attn: Craig Clay, Deputy City Manager  
18605 NW 27<sup>th</sup> Avenue, 3<sup>rd</sup> Floor  
Miami Gardens, FL 33056

With a Copy to:  
City of Miami Gardens  
Attn: Director, Finance Department  
18605 NW 27<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Miami Gardens, FL 33056

**ALL OTHER NOTICES:**

City of Miami Gardens  
Attn: Cameron Benson, City Manager  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056

With Copy to:  
City of Miami Gardens  
Attn: Sonja K. Dickens, City Attorney,  
Office of the City Attorney  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056

**TO TENANT:**

New Urban Development, LLC  
Attn: Oliver L. Gross  
8500 NW 25<sup>th</sup> Avenue  
Miami, FL 33147

7. **RATIFICATION.** Except as amended hereby, the Lease Agreement with New Urban Development LLC, effective October 10, 2017, is hereby ratified.

**IN WITNESS WHEREOF**, the parties have set their hands and seals, to this Amendment Number One, on the date following their signatures below:

**CITY OF MIAMI GARDENS**

**NEW URBAN DEVELOPMENT**

**Agenda Item #11.11**

By: \_\_\_\_\_  
CAMERON BENSON, CITY MANAGER

By: \_\_\_\_\_  
OLIVER L. GROSS, CHIEF EXECUTIVE  
OFFICER

**WITNESSES:**

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Printed Name

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Printed Name

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

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

**ATTESTED BY:**

**CORPORATE SEAL**

\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
SONJA K. DICKENS, City Attorney





City of Miami Gardens

# Agenda Cover Memo

20-006

Meeting: City Council - Feb 12 2020

**Department**

Public Works

**Sponsored By**

City Manager

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE STATE OF FLORIDA FOR THE ACCEPTANCE OF THE LITTER CONTROL AND PREVENTION GRANT PROGRAM IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000) TO SUPPORT THE CITY'S LITTER CONTROL AND PREVENTION PROGRAM; A COPY OF WHICH IS ATTACHED HERETO TO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ATTENDANT DOCUMENTS AS A RESULT OF THIS GRANT PROCESS; AUTHORIZING A MATCH OF FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

The City of Miami Gardens has proposed projects to the Florida Department of Transportation and Keep America Beautiful. The proposed projects were approved and the City of Miami Gardens will receive \$16,000 for litter prevention and tree projects in the City of Miami Gardens.

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

**Fiscal Impact**

This is a reimbursable grant for the eligible expenses with matching, monetary or in-kind, required from the City in the amount of \$16,000. Matching dollars will be funded through Keep Miami Gardens Beautiful Division (operating expenses and in-kind salary match – KMGB staff and in-kind volunteer hours).

**Recommended Action**

## Agenda Item #11.12

The City Council allow the City Manager to accept award and submit required resolution; authorizing he City Manager to execute any and all agreements that are awarded to the City as a result of this grant process.

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### Attachments

[Resolution 2020 - City's Litter Control and Prevention Program](#)  
[Exhibit A-KAB FDOT Agreement](#)

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RESOLUTION NO. 2020\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE STATE OF FLORIDA FOR THE ACCEPTANCE OF THE LITTER CONTROL AND PREVENTION GRANT PROGRAM IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000) TO SUPPORT THE CITY'S LITTER CONTROL AND PREVENTION PROGRAM; A COPY OF WHICH IS ATTACHED HERETO TO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ATTENDANT DOCUMENTS AS A RESULT OF THIS GRANT PROCESS; AUTHORIZING A MATCH OF FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has proposed projects to the Florida Department of Transportation and Keep America Beautiful, and

WHEREAS, the proposed projects were approved and the City of Miami Gardens will receive Sixteen Thousand Dollars (\$16,000) for litter prevention and tree projects in the City of Miami Gardens, and

WHEREAS, this grant will implement and promote the "Drive It Home - Keep Our Paradise Litter Free" campaign within our local community, and

## Agenda Item #11.12

WHEREAS, the “Drive It Home” campaign will be in conjunction with the National Great American Cleanup with the purpose of bringing a coordinated effort towards cleaning up local communities within the State, and

WHEREAS, the City shall be the local community coordinator for this event, and

WHEREAS, the Litter campaign will sponsor litter prevention education workshops/seminars and other educational presentations within the local community, and

WHEREAS, this grant will also benefit Stormwater Operations since street trash ends up in the City’s Stormwater System, if it is not picked up, and

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 and the City Clerk to execute and attest respectively, that certain agreement with the State of Florida for the acceptance of a Litter Control and Prevention Grant Program in the amount of Sixteen Thousand Dollars

**Agenda Item #11.12**

(\$16,000) for the City's Litter Control and Prevention Program, a copy of which is attached hereto to as Exhibit "A", and authorizes the City Manager to execute any attendant documents; The City Council further authorizes a match of funds in the amount of Sixteen Thousand Dollars (\$16,000).

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2020.

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS,  
CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY  
MANAGER

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

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

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



**Agenda Item #11.12**

<b>Financial Project No:</b> 409750-3-74-01	<b>Fund:</b> _____	<b>FLAIR Approp:</b> _____
<b>Contract No.</b> <u>G1G55</u>	<b>Function:</b> _____	<b>FLAIR Obj.:</b> _____
<b>CFDA No. and Title:</b> _____	<b>Contract Amount:</b> <u>\$16,000.00</u>	<b>Org. Code:</b> _____
_____	<b>DUNS No.:</b> _____	<b>Vendor No.:</b> <u>F11-3695944-001</u>
_____	<b>Recipient DUNS No.:</b> _____	<b>CSFA No. and Title:</b> 55.039 and Local Transportation Projects – Keep Florida Beautiful (contract rev. 11.13.19)

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

This Litter Control and Prevention Grant Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between the State of Florida, Department of Transportation (“Department” or “FDOT”), and City of Miami Gardens (“Recipient”).

RECITALS:

- A. The Department is authorized under Section 334.044, Florida Statutes, and Chapter 403, Florida Statutes, to enter into this Agreement.
- B. The Florida Legislature has appropriated the amount of \$800,000 in Fiscal Year 2019/2020 to the Department in order to provide funding for litter prevention and control programs through a certified Keep America Beautiful (“KAB”) Affiliate at the local level.
- C. The Department is prepared, in accordance with its adopted work program, to undertake the Project described as Keep America Beautiful Litter Control and Prevention Program, in Fiscal Year 2019/2020, in the amount of \$16,000.00 and which Project is known as Financial Project Number 409750-3-74-01, as more fully described in Exhibit “A” (“Project”).

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

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

## Agenda Item #11.12

6. The Recipient shall submit on a quarterly basis to the Department a Program Activity Progress Report, which is attached and incorporated into this Agreement as Exhibit “E”, as part of the reporting requirements.
7. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement (“Effective Date”) and continue through September 30, 2020. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.
8. The Department agrees to reimburse the Recipient in an amount not to exceed \$16,000.00 for actual costs incurred, excluding Recipient’s overhead costs. Project costs eligible for reimbursement will be allowed only from the Effective Date of this Agreement. The funding for this Project is contingent upon annual appropriation by the Florida Legislature, the availability of funds pursuant to this Paragraph 8, and all other terms of this Agreement. The Recipient agrees to bear all expenses in excess of the Department’s participation.
  - a. The Department agrees to compensate the Recipient for services described in Exhibit “A”, as set forth in the Recipient’s Proposed Budget in Exhibit “C”. Additionally, the services which the Recipient provides in Exhibit “A” shall conform with those programs as identified in Exhibit “D”.
  - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
  - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 409750-3-74-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”.
  - d. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department’s Project Manager prior to reimbursements. All invoices shall include a completed and accurate Grant Reporting Form as set forth in Exhibit “E”.
  - e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” has been met.

## Agenda Item #11.12

- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- g. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.
- h. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the term of this Agreement.
- i. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever occurs later. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable to the Recipient, in addition to the invoice amount due. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

## Agenda Item #11.12

- j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records of the Recipient and all subcontractors performing work on the Project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- k. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to this Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.
- l. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”
- m. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- n. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges as described in the Contract Payment Requirements, Exhibit “F”, which is attached and incorporated into this Agreement.



- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine (9) months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0450  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local

## Agenda Item #11.12

governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, shall indicate the date the reporting package was delivered to the Department in correspondence accompanying the reporting package.

vii. Upon receipt, and within six (6) months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.

viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

10. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

### 11. Public Records (Only check one)

Recipient is a governmental entity

The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

Recipient is not a governmental entity

The Recipient shall comply with Chapter 119, Florida Statutes. Specifically, the Recipient shall:

## Agenda Item #11.12

(1) Keep and maintain public records required by the Department to perform the services required under this Agreement.

(2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Recipient does not transfer the records to the Department.

(4) Upon completion of this Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the services required under this Agreement. If the Recipient transfers all public records to the Department upon completion of this Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of this Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Central Office  
850-414-5355  
[COprcustodian@dot.state.fl.us](mailto:COprcustodian@dot.state.fl.us)  
Office of the General Counsel  
Florida Department of Transportation  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458**

## Agenda Item #11.12

12. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the services or payment for services thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of the services under this Agreement
13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services in connection with this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
16. **Indemnification (Only Check one)**
  - Recipient is a governmental entity:

## Agenda Item #11.12

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform services in connection with this Agreement.

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

Recipient is not a governmental entity:

The Recipient shall indemnify, defend, save, and hold harmless the Department and all of its officers, agents, or employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Neither the Recipient nor any of its officers, agents, employees, contractors/subcontractors, consultants/sub consultants will be liable under this section for the negligence of the Department or any of its officers, agents or employees. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform services in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any

## Agenda Item #11.12

occurrence of omission or commission of the acts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

17. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient may also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted, however, if the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) day advance notice shall be given to the Department or as provided in accordance with Florida law.
18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of this Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) day written notice to the Department. If this Agreement is terminated before performance is completed, the Recipient shall be paid only for services satisfactorily performed for which costs can be substantiated.
21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer

## Agenda Item #11.12

occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all services rendered and all expenses incurred in connection with this Agreement.

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

TO DEPARTMENT:  
Florida Department of Transportation  
605 Suwannee Street, Mail Station 61  
Tallahassee, Florida 32399-0450  
Attention: Project Manager

TO RECIPIENT:  
Keep Miami Gardens Beautiful Program  
C/O City of Miami Gardens  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, Florida 33169

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

## Agenda Item #11.12

29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
30. Time is of the essence as to each and every obligation under this Agreement.
31. The Department and the Recipient acknowledge and agree to the following:
  - i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
32. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
33. This Agreement may be executed in duplicate originals.

*The remainder of this page intentionally left blank.*

**Agenda Item #11.12**

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

CITY OF MIAMI GARDENS, FLORIDA  
(Name of RECIPIENT)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

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

Title: \_\_\_\_\_

Courtney Drummond, P.E.  
Assistant Secretary for Engineering and  
Operations

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

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

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

FDOT Legal Review:

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

\_\_\_\_\_

See attached encumbrance form for date of funding  
approval by Comptroller

**EXHIBIT “A”**

**SCOPE OF WORK**

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

- A. Implement, administer, and promote the “DRIVE IT HOME – Keep Our Paradise Litter-Free” (DIH-KOPLF) Trash-Off in conjunction with the National KAB Great American Cleanup (GAC) observed during March, April, and May within their own local community.
- B. Implement, administer and promote Litter Prevention & Recycling Education within the local community.
- C. Promote the FDOT Adopt-A-Highway program at the local community level and notify/include local Adopt-A-Highway participants in local KAB Affiliates mailings & cleanup activities.
- D. Implement, administer and promote a minimum of three (3) additional Program Activity Options as specified and agreed upon in Exhibit “D”.
- E. Maintain a current e-mail address, web site page, Facebook page and other social media tools as needed. Also, like all Florida KAB Affiliates Facebook pages, including the KFB and KAB Facebook pages.
- F. Support the Department’s litter prevention education programs through the Recipient’s public information, public affairs, and volunteer service programs.
- G. Maintain KAB Certified Affiliate status during the term of this Agreement.
- H. Employing a part or full-time program manager during the term of this Agreement.
- I. Non-profit affiliates function as a public/private partnership with a working Board of Directors.
- J. Match Department funds as provided in this Agreement at a minimum ratio of 1:1, as specified in Exhibit “C”.

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

- A. The DIH-KOPLF Trash-Off in conjunction with the National GAC is an annual event, held each March, April and May with the purpose of bringing a coordinated effort towards cleaning up local communities within the state. The Recipient shall be the local community coordinator for this event. The Recipient shall include appropriate inclusion in Recipient’s publications, arrange informational meetings and media releases necessary to increase local participation at this annual event. Recipient shall include the official logo of the Department’s DIH-KOPLF campaign on all material. The Recipient shall provide Department with a copy of the KAB DIH-KOPLF Trash-Off National GAC wrap-up report as part of the reporting requirements.
- B. The Recipient shall conduct Litter Prevention & Recycling Education workshops/seminars and other educational presentations within the local community. The Recipient will make every effort to utilize already approved and established KAB educational material, as well as any environmental education materials recommended in the Environmental Protection

## Agenda Item #11.12

Agency's (EPA) National Service Center for Environmental Publications (NSCEP). The Recipient, when possible, will include the official Department logo on all printed educational material. The Recipient shall supply Department with original copies of all educational material purchased or developed with Department funds.

- C. The Recipient shall assist Department at the local community level with the State's Adopt-A-Highway education program. The Recipient shall assist Department in increasing participation at the local level, and may include local Adopt-A-Highway participants in KAB affiliate program activities and mail-outs based on information availability.
- D. The Recipient agrees to conduct/complete all Program Activity Options as contained in Exhibit "D". The Recipient shall submit a Program Activity Progress Report, on a quarterly basis to the Department as part of the reporting requirements.
- E. The Recipient shall maintain a web site and a Facebook page (local gov't exempt). Department funds may be used to create, post to, and maintain said web site and Facebook page (if applicable). Said web site at a minimum shall contain the following:
  - i. KAB Affiliates Board of Directors and Executive Committee Members
  - ii. KAB Affiliates Executive Director's name and title
  - iii. KAB Affiliates street address and mailing address
  - iv. KAB Affiliates e-mail address and web site address
  - v. KAB Affiliates calendar of events
  - vi. KAB Affiliates 2018/2019 Annual Report, if applicable
  - vii. KAB Affiliates 2019 GAC Report, if applicable
  - viii. Governor and Lt. Governor's names
  - ix. State of Florida official seal linking to web site address( [www.myflorida.com](http://www.myflorida.com) )
  - x. KAB logo may be displayed, and link to web site address ( [www.kab.org](http://www.kab.org) )
  - xi. KFB logo linking it to web site address (<https://www.keepfloridabeautiful.org/>)
  - xii. DIH-KOPLF log must be displayed, and link provided
  - xiii. FDOT State Adopt-A-Highway web link with FDOT Logo:  
(<http://www.fdot.gov/maintenance/aah.shtm> or current) and Statewide Litter-Hotline number: 1-800-BAN-LITT (er) / 1-800-226-5488
  - xiv. Current Year Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$ LDB).
  - xv. Historical Cumulative Years Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$ LDB).
  - xvi. Current Years Return on Investment (ROI) [Example: (\$1.00: \$16.00)].
  - xvii. Historical Cumulative Yrs. ROI [Example: (\$1.00: \$160.00)].
- F. The Recipient shall support the Department's litter prevention education programs through the Recipient's normal network of seminars, speeches, newsletter, educational programs, web sites, social media, conferences, and other communication activities.

## Agenda Item #11.12

- G. During the term of this Agreement, the Recipient is required to maintain its KAB Certified Affiliate status. If the Recipient is declared to be de-certified by KAB, Inc., the Recipient may be subject to immediate cancellation of this Agreement.
- H. During the term of this Agreement, the Recipient is required to employ a part-time or full-time program manager (Executive Director). If the Recipient experiences a vacancy in this position, Recipient is required to immediately notify Department so as not be found in default. Department will reserve the right to cancel or continue this Agreement based on the duration of the vacancy and ability of Recipient to fulfill this Agreement.
- I. During the term of this Agreement, the Recipient is required to maintain a working Board of Directors. The Recipient shall submit to Department a complete listing of the members of the Board of Directors. Said list shall contain the names, e-mail addresses, phone numbers and affiliation of each board member. Said list shall identify the President, Vice-President, Secretary, and Treasurer of Recipient. The Recipient shall submit copies of the minutes of the Board of Directors meetings to Department as part of their required reporting.
- J. The Recipient is required to match all Department funds awarded under this Agreement, at a 1:1 ratio. All matching funds and in-kind donations must be documented and included as a part of the Recipient's required quarterly reporting.
- K. The Recipient may use Microsoft Office Professional XP and Internet explorer when meeting the requirements of this Agreement.

**3.0 SCHEDULE OF WORK:** The Recipient shall submit for review to the Department, progress reports of activities **no later than fifteen (15) days after the end of each report period** as part of its reporting requirements. For the purposes of this Agreement, progress report due dates are: **December 31, 2019, March 31, 2020 and June 30, 2020.** All receipts will be dated on or before June 30, 2020. The final Department/KAB Affiliates Annual Report which includes, but is not limited to, the summary and receipts totaling grant amount, the grant match with summary and supporting documentation, the listing of all in-kind documentation, a copy of the submitted 2019 Single Audit Exemption Letter (if applicable), the KAB 2020 GAC Report, KAB 2020 Affiliates Annual Report, and a copy of Exhibit "D" with a summary of projects, is due on or before September 30, 2020. (Please submit your Final Annual Department/KAB Affiliates Report in a 3-ring binder with an index or an electronic submittal may be accepted upon prior approval by the Department's Project Manager).

### **4.0 PRINTING:**

- A. No printing for the sole use of Department will be done under this Agreement. The Recipient shall be responsible for obtaining all printing required to accomplish this Agreement through their normal channels.

## Agenda Item #11.12

- B. All purchases of printing in excess of \$1000 require a minimum of three (3) written bids. The Recipient shall use reasonable efforts to include at least one (1) bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids.
- C. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. ***“The printing of this material has been made possible through funds provided by the Florida Department of Transportation”***. All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.

### 5.0 COMPENSATION:

- A. The compensation for the services required under this Agreement shall not exceed \$16,000.00. The Recipient shall not perform services in excess of \$16,000.00 until advised in writing by the Department that additional funds have been made available and encumbered. Approved costs incurred by the Recipient during the term of this Agreement shall be in accordance with the following:
  - i. All direction, art work, training materials development, training, special events coordination or organization, and program promotion shall be on an hourly basis in accordance with Recipient’s expended time toward completion of each project.
  - ii. The Recipient shall provide hourly rates for each project. The Recipient’s hourly rate will be multiplied by the hours reported by the employee to arrive at the cost for work performed during submission period. The rate of \$15.00 per hour shall be considered the maximum allowable hourly rate.
  - iii. The cost of services rendered or materials produced by sub-contractors not a part of the Recipient’s organization (out of house expenditures) shall be at actual cost.
  - iv. All long-distance telephone calls, mailing, shipping and photocopying shall be at actual cost.
  - v. The Recipient shall submit their request for reimbursement to the address indicated for notice to the Department in Paragraph 22 of this Agreement. All reimbursement requests under this Agreement shall be submitted no later than June 30, 2020. The request shall include, but is not limited to, the following support documentation:
    - 1. Paid invoices and receipts for purchases of all services.
    - 2. Paid invoices for outside or out of house expenditures.
    - 3. Paid invoices and receipts for other direct costs.
    - 4. Copies of cancelled checks.
    - 5. One Page itemized category expenses transaction report.

## Agenda Item #11.12

6. One Page Quarterly (as noted in 3.0) & cumulative Progress Report Summary with affiliates 19.20 timeline.
  7. Copy of Exhibit "E."
- B. The Department's Request for Reimbursement Form will be used to document expenditures incurred as payment was made in advance of incurring costs.

### **6.0 INELIGIBLE EXPENDITURES / ACTIVITIES**

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

**7.0 DISPUTES:** The Recipient shall be responsible for the settlement of any contractual or administrative disputes arising out of the subcontracts entered into in support of the Services required under this Agreement.

**EXHIBIT "B"**

**STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**CSFA Title:** LOCAL TRANSPORTATION PROJECTS  
**CSFA Number:** 55.039  
**Award Amount:** \$16,000

Specific project information for CSFA Number 55.039 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES  
AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.039 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:  
<https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT "C" \*\*\*

19/20 PROPOSED BUDGET FOR USE OF FDOT FUNDS & MATCH

	<u>FDOT FUNDS*</u>		<u>MATCHING FUNDS*</u>
Salaries (up to \$15.00 @ hr / \$3200 max limit)	_____ (Exe. Dir Only)		_____
Organizations Public Liability Ins.	_____		_____
Rent/ Utilities	<u>Match Only</u>		_____
Grant Accounting/Bookkeeper Services	_____ (\$300.00 max)		_____
Phone / cell / internet access*	_____ (\$600.00 max)		_____
Grant Office Supplies*	_____		_____
Grant Program Materials for Exhibit "D"	\$12,500 (No Drink / Food)		\$10,000
Volunteer Hours	<u>Match Only</u>		\$4,000
Advertising (DIH-KOPLF - \$1000.min)**)	\$1,000		_____
Grant Printing*	\$1,000		\$500
Travel* (KAB / KFB Annual Meetings Only)	1,500 (\$1,500.00 max)		\$1,500
Web site Support	_____ (\$1,200.00 max)		_____
KAB Annual Dues Only	_____		_____
Total FDOT Funds	<u>\$16,000.00</u>	Total Matching	<u>\$16,000.00</u>

\* see items below. \*\*The \$1000 advertising minimum may be in the form of grant dollars or a local in-kind advertising documented match  
 \*\*\*If awarded funds, this exhibit will become a part of the agreement.

\*\*\*\*\*

\*\*\*\*\*

- **Telephone** – the use of FDOT funds for the purchase/lease or monthly charges related to personal cell phones, beepers, pagers, or other electronic devices are **not** allowed.
- **Food & Drinks** - State funds **cannot** be used for the purchase of food (F), drink (D) or FD items.
- **Travel** – State rates shall be used. Overnight Travel and per-diem expenses shall be in accordance with Section 112.061, Florida Statutes & documented on the state travel form #300-000-06. Reimbursement will not be made for partial per diem for non-overnight travel. Maximum allowable room rate is **\$150.00 per night**, excludes taxes & fees. Reimbursements for travel shall be submitted separately using state travel form #300-000-06.
- **Educational Material** – Wherever possible, the applicant will utilize already accepted and established educational material rather than develop new material. The department recommends the use of Keep America Beautiful “Waste In Place” or any environmental education materials recommended in the Environmental Protection Agency’s (EPA) National Service Center for Environmental Publications (NSCEP). Before developing or purchasing new educational material other than the ones listed, the applicant should contact the FDOT Project Manager for approval.
- **Total FDOT Funds requested** – the total amount of FDOT funds requested may not exceed the maximum amount allocated by the department as stated in the proposal guidelines.
- **Total Matching** – A 1:1 match of FDOT funds is required. The total matching should reflect cash, in kind donations, anticipated volunteer hours \$16.00 per hour (value based on the minimum amount paid by private industry for litter collection), donation of equipment, and other materials. The Department encourages additional matching dollar funds where possible. You may use either other State or Federal funds as a match, but no other FDOT funds, directly or indirectly may be used as a match to this program. Cash, In-kind and other supporting matches, must be documented in the same manner as the reimbursements per attachment F.
- **Tangible Property** – The use of FDOT funds for the purchase of tangible property as noted in Chapter 273, F.S. is **not** allowed. State funds **cannot** be used for purchase, lease and/or maintenance of office equipment.
- **Printing** - All purchases of printing in excess of \$1000 require a minimum of three written bids. The Recipient shall use reasonable efforts to include at least one bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. **“The printing of this material has been made possible through funds provided by the Florida Department of Transportation”**. All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.



EXHIBIT "D"

FLORIDA DEPARTMENT OF TRANSPORTATION

19/20 GRANT PROGRAM ACTIVITY OPTIONS

Please check the activities that your affiliate will conduct at the local level during the grant period ending September 30, 2020. The applicant must identify 3 additional activities, which will be completed during the funding period for a minimum total of 7 activities. Return this completed form with your proposal application. If awarded funds, this exhibit will become a part of the agreement. The 4 activities already checked are required components, and cannot be counted towards the required 3 minimum additional activities. All program activities must be conducted within your local communities.

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<input checked="" type="checkbox"/> GAC & DIH-KOPLF Trash-Off (Mar/April/May)(req.)	<input type="checkbox"/> Litter prevention education PSA's
<input checked="" type="checkbox"/> Community Litter Prevention & Recycling Pres.(req.)	<input type="checkbox"/> Local Adopt-A-Spot
<input checked="" type="checkbox"/> State Adopt-A-Highway promotion (required)	<input type="checkbox"/> Local Adopt-A-Median
<input checked="" type="checkbox"/> 2020 KAB Award Conference Submission (required)	<input type="checkbox"/> Local Adopt-A-Road (County)
<input checked="" type="checkbox"/> Local Adopt-A-Street (City)	<input type="checkbox"/> Clean Builders program
<input type="checkbox"/> Electronic Recycling partnership with SWIX	<input type="checkbox"/> Litter receptacle placement
<input type="checkbox"/> KAB "America Recycles Day" Activities (Nov. 2019)	<input type="checkbox"/> Christmas tree Recycling (Dec)
<input checked="" type="checkbox"/> Local Litter Hotline	<input type="checkbox"/> Litter ordinance improvements
<input type="checkbox"/> Environmental court	<input type="checkbox"/> KAB "Waste in Place" Education program
<input type="checkbox"/> Local Litter enforcement programs	<input type="checkbox"/> Graffiti abatement
<input type="checkbox"/> Graffiti Hurts workshops / program implementation	<input type="checkbox"/> Neighborhood improvement programs
<input checked="" type="checkbox"/> Litter free events	<input type="checkbox"/> Business / School Recycling
<input type="checkbox"/> Community gardens	<input type="checkbox"/> MSW community presentations
<input type="checkbox"/> Recycling / reuse projects / programs	<input type="checkbox"/> Composting
<input type="checkbox"/> Local Waste exchange	<input type="checkbox"/> Local Youth Advisory Council program
<input type="checkbox"/> Recyclables collection program / special projects	<input type="checkbox"/> Charge up to RECYCLE (Battery Recycling)
<input type="checkbox"/> Close the Loop/Buy Recycled presentations	<input type="checkbox"/> Illegal dumping abatement
<input type="checkbox"/> Illegal dumping hotline	<input type="checkbox"/> Tree planting reforestation projects
<input type="checkbox"/> Recycling education	<input type="checkbox"/> KAB "Certificated Schools" program
<input type="checkbox"/> Marine Debris abatement programs/projects	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> Local Adopt-A-Shore (Assist)	
Other: Arbor Day Adopt- A- Tree Event	

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**EXHIBIT "E"**

Florida Department of Transportation GRANT REPORTING FORM

Service Dates \_\_\_\_\_ through \_\_\_\_\_

Affiliates Name: \_\_\_\_\_ Grant Amount: \$ \_\_\_\_\_

Budget Category	Approved Total Annual Expenditures	Amount Used All Prior Quarters	Amount Used This Quarter	Balance Remaining
Salaries (up to \$15.00 hr. max /\$3200 ceiling): E.D. Only				
Organizations Public Liability Insurance				
Rent / Utilities	Match Only	Match Only	Match Only	Match Only
Grant Accting/Bookkeeping Serv. (\$300.00 max)				
Phone/cell/Int. access (\$600.00 max.)				
Grant Office Supplies				
Grant Program Materials for Exhibit "D" (No Drink/Food)				
Advertising (DIH-KOPLF - \$1000.00 min.) **				
Grant Printing				
Travel (limited to KAB / KFB Annual Mtgs - \$1,500.00 max.) ***				
Internet/social media web site support (\$1,200.00 max.)				
KAB Annual Dues				
Column Total	\$16,000.00			

(\*\* - May be in the form of grant dollars or a local in-kind advertising documented match/\*\*\* - Use FDOT Travel Reimbursement form)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**LOCAL PROGRAM ACTIVITIES:**

- Total number of local Adopt-A-\_\_\_\_\_ Groups to date: \_\_\_\_\_
  - Total number of volunteers\* conducting litter cleanups: \_\_\_\_\_
  - Total number of volunteer\* hours for litter removal/GAC: \_\_\_\_\_ (1)
  - Total pounds of litter\*collected: \_\_\_\_\_ (2)
  - Total number of volunteer hours for other activities: \_\_\_\_\_ (3)
- (\*inclusive of all pickup activities including DIH-GAC activities for your organization)

**Total dollar amount of cost benefit in local community:**

- Volunteer dollar benefit: \_\_\_\_\_ hours (1) + (3) x \$16.00\*\* = \$ \_\_\_\_\_ cost benefit (4)
  - Litter dollar benefit: \_\_\_\_\_ pounds (2) divided by 2,000 = \_\_\_\_\_ tons (5)
  - \_\_\_\_\_ (5) Tons x local tipping fee of \$ \_\_\_\_\_ per ton = \$ \_\_\_\_\_ cost benefit (6)
- (\*\*based on the minimum amount paid by private industry for litter collection)

**Total 19.20 Cost Benefit: (grant award match requires supporting documentation)**

- Volunteer Hours (all activities): \$ \_\_\_\_\_ (4)
- Litter dollars – Governmental Cost Avoidance: \$ \_\_\_\_\_ (6)
- In-Kind dollars – Government Costs \$ \_\_\_\_\_
- In-Kind dollars – All other \$ \_\_\_\_\_
- Cash contributions– Inhouse memberships/fundraising events: \$ \_\_\_\_\_
- All other cash funding/contributions: \$ \_\_\_\_\_
- Total 19.20 cost benefits this period: \$ \_\_\_\_\_
- Total 19.20 cost benefits to date: \$ \_\_\_\_\_ (7)
- Total 18.19 Cost Benefit: \$ \_\_\_\_\_ (Get from FDOT)

**All Periods Total Cost Benefit / Annual Return on Investment (ROI):**

- \$ \_\_\_\_\_ (7) (Cost Benefit) / \$ \_\_\_\_\_ (Amt. spent to date) = \$ \_\_\_\_\_ (Affiliate's Grant ROI)

EXHIBIT "F"

**Contract Payment Requirements  
Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

## Agenda Item #11.12

(5) In-house charges:Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address:

[https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference\\_Guide\\_For\\_State\\_Expenditures.pdf](https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf)



City of Miami Gardens

# Agenda Cover Memo

20-014

Meeting: City Council - Feb 12 2020

**Department**

Procurement

**Sponsored By**

City Manager

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED INVITATION TO BID NO. 18-19-026 to RGEN ENTERPRISES D/B/A COOL WATER AIR CONDITIONING, FOR BETTY T FERGUSON RECREATION CENTER HVAC UNIT INSTALLATION; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDER FOR THIS PURPOSE IN AN AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary**

**BACKGROUND**

The City of Miami Gardens solicited bids for replacement and installation of HVAC units in the Betty T. Ferguson Recreational Center Gymnasium. This contract shall commence after date of issuance of the purchase order and shall remain in effect until final acceptance by the City of the work performed by the contractor.

**CURRENT SITUATION**

On August 26, 2019, Invitation to Bid (ITB) Number 18-19-026, Betty T. Ferguson Recreation Center HVAC Unit Replacement, was solicited via BidSync. The ITB closed on September 30, 2019; six (6) bids from Koldaire, Inc., Kool Flow, Inc., RGEN Enterprises D/B/A Cool Water Air Conditioning, Supa Air and Heat Inc., Temptrol Air Conditioning, Inc., Thermo Air, Inc., were received and publicly read.

The City staff evaluated the bids for compliance with the specifications. All vendors were deemed responsible and responsive to the requirements of the ITB. Tabulation of bids is attached (Exhibit 1).

The recommended vendor will be responsible for the installation of the equipment only. Quote in the amount of \$72,000.00 for the installation of the equipment attached (Exhibit 2).

Staff recommends award to RGEN Enterprises D/B/A Cool Water Air Conditioning Landscaping for HVAC installation.

A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council’s Office for review.

## Agenda Item #11.13

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### Fiscal Impact

\$72,000 from Account 300-72-42-572-630-00

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### Recommended Action

It is recommended that the City Council approve the Office of Procurement Management Recommendation For Award of Invitation to Bid No. 18-19-026, Betty T. Ferguson Recreation Center HVAC Unit Replacement installation to RGEN Enterprises D/B/A Cool Water Air Conditioning, authorizing the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budget amount.

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### Attachments

[Exhibit 1 - ITB No. 18-19-026 Tabulation](#)

[Exhibit 2 - Quote Q1335](#)

[BTF HVAC ITB AWARD RESOLUTION 2020](#)

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Item No.	Description	Estimated Quantity	Koldaire, Inc.		Kool Flow, Inc.		Temptrol Air Conditioning, Inc.		Thermo Air, Inc.		RGEN Enterprises D/B/A Cool Water Air Conditioning		Supa Air and Heat Inc.	
			Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals
1	General Conditions	1	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$50,970.00	\$50,970.00	\$10,000.00	\$10,000.00	\$176,281.00	\$176,281.00
2	Labor, material, and associated system to install Trane Morganizer Model OHD300 (25 TON)	1	\$87,283.00	\$87,283.00	\$90,500.00	\$90,500.00	\$101,833.00	\$101,833.00	\$76,455.00	\$76,455.00	\$75,000.00	\$75,000.00	\$176,281.00	\$176,281.00
3	Labor, material, and associated system to install Trane Morganizer Model OHD300 (25 TON)	1	\$87,283.00	\$87,283.00	\$90,500.00	\$90,500.00	\$101,833.00	\$101,833.00	\$76,455.00	\$76,455.00	\$75,000.00	\$75,000.00	\$176,281.00	\$176,281.00
4	Labor, material, and associated system to install Trane Morganizer Model OHD300 (25 TON)	1	\$87,283.00	\$87,283.00	\$90,500.00	\$90,500.00	\$101,833.00	\$101,833.00	\$76,455.00	\$76,455.00	\$75,000.00	\$75,000.00	\$176,281.00	\$176,281.00
5	Labor, material, and associated system to install Trane Morganizer Model OHD300 (25 TON)	1	\$87,283.00	\$87,283.00	\$90,500.00	\$90,500.00	\$101,833.00	\$101,833.00	\$76,455.00	\$76,455.00	\$75,000.00	\$75,000.00	\$176,281.00	\$176,281.00
6	Labor, material, and associated system to install Trane Morganizer Model OED600 (50 TON)	1	\$118,597.00	\$118,597.00	\$115,000.00	\$115,000.00	\$113,762.00	\$113,762.00	\$150,910.00	\$150,910.00	\$136,000.00	\$136,200.00	\$176,281.00	\$176,281.00
7	Permit Allowance	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
<b>Total</b>			<b>\$467,729.00</b>		<b>\$482,000.00</b>		<b>\$523,094.00</b>		<b>\$509,700.00</b>		<b>\$448,200.00</b>		<b>\$1,059,686.00</b>	

\*\*\* This is only a tabulation of prices submitted and is not an indication of award or responsiveness

Cool Water Air Conditioning



RGEN Enterprises LLC dba Cool  
 Water Air Conditioning  
 908 Iris Drive  
 Delray Beach, FL 33483

Phone: (305) 807-0288  
 Fax: (305) 456-8263  
<http://coolwaterac.com/>

Bill to  
**City of Miami Gardens**  
 City Hall Council Chambers  
 18605 NW 27th Avenue (First Floor )  
 Miami Gardens FL 33056

Thank you for contacting Cool Water Air Conditioning, we are delighted to provide you with the following quote:

**Quote Q1335**

Transaction Date: 1/15/2020

Quote Expiration Date: 7/1/2020

Item	Description
JOB	Solicitation 18-19-026  BETTY T. FERGUSON RECREATION CENTER HVAC UNIT REPLACEMENTS  City of Miami Gardens  Bid Contact Erlyne Marin 305 -622-8000 EMarin@miamigardens -fl.gov
Package Unit Replacement	Turnkey Replacement of 4 rooftop package units on roof of Betty T Ferguson Recreational Complex.  (4) 25 Ton Rooftop Unit (RTU) 1, 2, 3 and 4 at the roof of the Gymnasium.  The scope of this project comprises of replacement of the existing Aaon Units with Customer Supplied Trane Morganizer Units including:  <ul style="list-style-type: none"> <li>• Crane and delivery costs.</li> <li>• Refrigerant recovery.</li> <li>• Disposal of existing equipment.</li> <li>• Installing if required new roof mounted curb adaptor.</li> <li>• Installation of Hurricane tie downs.</li> <li>• All required new electrical connections back to the service panels.</li> <li>• Roof repairs at replaced units:</li> <li>• Installation of new condensate drains and drain pipe stands.</li> <li>• Final Testing and Balancing.</li> <li>• All other miscellaneous and ancillary equipment and materials necessary for a complete installation.</li> </ul>
Crane	Crane 100 ton all day - Will be in parking lot no road closure needed.
Electrical	All required new electrical connections back to the service panels.
Ductwork	Ductwork  Installation of a 24"x24" Return Air Grill with a collar and flex duct connecting to existing metal exhaust ductwork
Test and Balance	Final Test and Balance.
Permit	Not included. Permit to be handled by City of Miami Gardens.



RGEN Enterprises LLC dba Cool  
Water Air Conditioning  
908 Iris Drive  
Delray Beach, FL 33483

Phone: (305) 807-0288  
Fax: (305) 456-8263  
<http://coolwaterac.com/>

Item	Description
Waste Disposal	Proper disposal of all old equipment and material.
Miscellaneous Materials	Miscellaneous materials including minor duct work and minor wiring and conduit of control devices.
Price Breakdown	General Conditions - Lump Sum. \$10,000.00  RTU Replacements - \$35,000.00  Other subcontract and material cost- including, test and balance, crane, electrical, waste disposal, and others. - \$25,000.00  Ductwork: \$2,000.00

Total: \$72,000.00

We trust that you will find our quote to be satisfactory as we look forward to working with you. We ensure you that our work is of the highest quality, and can also assure you that this project will be of the utmost priority for us.

Please respond directly to this email to confirm quote acceptance or if you have any questions. Upon acceptance, our operations team will contact you regarding scheduling.

**Agenda Item #11.13**

RESOLUTION NO. 2020\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED INVITATION TO BID NO. 18-19-026 TO RGEN ENTERPRISES D/B/A COOL WATER AIR CONDITIONING LANDSCAPING, FOR BETTY T FERGUSON RECREATION CENTER HVAC UNIT REPLACEMENT; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS FOR THIS PURPOSE IN AN AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Betty T. Ferguson Recreational Center Gymnasium in the City of Miami Gardens (“City”) requires the replacement and installation of heating, ventilation, and air conditioning (HVAC) units, and

WHEREAS, on August 26, 2019, Invitation to Bid (ITB) Number 18-19-026, Betty T. Ferguson Recreation Center HVAC Unit Replacement, was solicited via BidSync. and closed on September 30, 2019, and

WHEREAS, six (6) bids, from Koldaire, Inc., Kool Flow, Inc., RGEN Enterprises D/B/A Cool Water Air Conditioning Landscaping, Supa Air and Heat Inc., Temptrol Air Conditioning, Inc. and Thermo Air, Inc. were received and publicly read, and

WHEREAS, City staff evaluated the bids for compliance with the specifications of the ITB and deemed RGEN Enterprises D/B/A Cool Water Air Conditioning Landscaping the lowest, responsible and responsive bidder with a bid of Seventy-Two Thousand Dollars (\$72,000.00) for installation, and

WHEREAS, a copy of the proposal document and submittals are available at the Assistant to the Mayor and Council’s Office for review, and

WHEREAS, City Staff recommends that the City Council approves the Office of Procurement Management’s Recommendation for Award of ITB No. 18-19-026, Betty T.

**Agenda Item #11.13**

32 Ferguson Recreation Center HVAC Unit Replacement, to RGEN Enterprises D/B/A  
33 Cool Water Air Conditioning Landscaping and authorizes the City Manager to issue  
34 purchase orders on an as needed basis not to exceed the allocated budget amount,

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

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

40 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
41 hereby awards ITB No. 18-19-026, Betty T. Ferguson Recreation Center HVAC Unit  
42 Replacement, to RGEN Enterprises D/B/A Cool Water Air Conditioning Landscaping  
43 and authorizes the City Manager to issue purchase orders on an as needed basis not to  
44 exceed the allocated budget amount.

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

47 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
48 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2020.

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\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

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54 **ATTEST:**

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\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

**Agenda Item #11.13**

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64 SPONSORED BY: CAMERON BENSON, CITY MANAGER

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

67

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

69

70 Mayor Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

71 Vice Mayor Rodney Harris \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

72 Councilwoman Katrina Wilson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

73 Councilman Erhabor Ighodaro, Ph.D. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

74 Councilwoman Lillie Q. Odom \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

75 Councilman Reggie Leon \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

76 Councilman David Williams Jr \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)



City of Miami Gardens

# Agenda Cover Memo

20-030

Meeting: City Council - Feb 12 2020

**Department**

Procurement

**Sponsored By**

City Manager

**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARING INVITATION TO BID NO. 18-19-026 TO RGEN ENTERPRISES D/B/A COOL WATER AIR CONDITIONING LANDSCAPING, FOR BETTY T FERGUSON RECREATION CENTER HVAC UNIT REPLACEMENT; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS FOR THIS PURPOSE IN AN AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

**Staff Summary**

**BACKGROUND**

The City of Miami Gardens solicited Invitation to Bid (ITB) Number 18-19-026 for replacement and installation of HVAC units in the Betty T. Ferguson Recreational Center Gymnasium.

Invitation to Bid (ITB) Number 18-19-026 solicitation contained provision for Direct Purchase Order (DPO) of equipment by the City. The City will purchase the equipment directly from the Manufacturer - Trane, by piggybacking competitively bid contract # 15-JLP-023 by the US Communities and Harford County Public Schools - Exhibit 1.

The initial term of contract # 15-JLP-023 is October 1, 2015 through September 30, 2018 with two years renewal options.

**CURRENT SITUATION**

On August 26, 2019, Invitation to Bid (ITB) Number 18-19-026, Betty T. Ferguson Recreation Center HVAC Unit Replacement was solicited via BidSync. The solicitation closed on September 30, 2019; six (6) bids were received from Koldaire, Inc., Kool Flow, Inc., RGEN Enterprises D/B/A Cool Water Air Conditioning, Supa Air and Heat Inc., Temptrol Air Conditioning, Inc., Thermo Air, Inc., and publicly read.

The City staff evaluated the bids for compliance with the specifications. All vendors were deemed responsible and responsive to the requirements of the ITB. Tabulation of bids is attached (Exhibit 2).

## Agenda Item #11.14

The recommended vendor will be responsible for the installation of the equipment only. Staff recommends using the Direct Purchase Order (DPO) method to purchase the HVAC units to enhance savings. The total amount of the equipment is \$262,796. Quote attached - (Exhibit 3).

A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review.

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### Fiscal Impact

\$262,796 from Account 300-72-42-572-630-00

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### Recommended Action

It is recommended that the City Council approve the Office of Procurement Management Recommendation to piggyback the US Communities and Harford County Public Schools contract # 15-JLP-023 for the purchase of HVAC equipment for the Betty T. Ferguson Recreation Center HVAC Unit Replacement and authorizing the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budget amount.

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### Attachments

[Resolution 2020 - BTF HVAC ITB AWARD](#)

[Exhibit 1 - Contract # 15JLP-023](#)

[Exhibit 2 - ITB No. 18-19-026 Tabulation](#)

[Exhibit 3 - TRANE - Betty Ferguson Center Miami Gardens RTU-1 thru 4 - City of MG 1-7-20](#)

**Agenda Item #11.14**

RESOLUTION NO. 2020\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED INVITATION TO BID NO. 18-19-026 TO RGEN ENTERPRISES D/B/A COOL WATER AIR CONDITIONING LANDSCAPING, FOR BETTY T FERGUSON RECREATION CENTER HVAC UNIT REPLACEMENT; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS FOR THIS PURPOSE IN AN AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Betty T. Ferguson Recreational Center Gymnasium in the City of Miami Gardens (“City”) requires the replacement and installation of heating, ventilation, and air conditioning (HVAC) units, and

WHEREAS, on August 26, 2019, Invitation to Bid (ITB) Number 18-19-026, Betty T. Ferguson Recreation Center HVAC Unit Replacement, was solicited via BidSync. and closed on September 30, 2019, and

WHEREAS, six (6) bids, from Koldaire, Inc., Kool Flow, Inc., RGEN Enterprises D/B/A Cool Water Air Conditioning Landscaping, Supa Air and Heat Inc., Temptrol Air Conditioning, Inc. and Thermo Air, Inc. were received and publicly read, and

WHEREAS, City staff evaluated the bids for compliance with the specifications of the ITB and deemed RGEN Enterprises D/B/A Cool Water Air Conditioning Landscaping the lowest, responsible and responsive bidder with a bid of Seventy-Two Thousand Dollars (\$72,000.00) for installation, and

WHEREAS, a copy of the proposal document and submittals are available at the Assistant to the Mayor and Council’s Office for review, and

WHEREAS, City Staff recommends that the City Council approves the Office of Procurement Management’s Recommendation for Award of ITB No. 18-19-026, Betty T.

**Agenda Item #11.14**

32 Ferguson Recreation Center HVAC Unit Replacement, to RGEN Enterprises D/B/A  
33 Cool Water Air Conditioning Landscaping and authorizes the City Manager to issue  
34 purchase orders on an as needed basis not to exceed the allocated budget amount,

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

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

40 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
41 hereby awards ITB No. 18-19-026, Betty T. Ferguson Recreation Center HVAC Unit  
42 Replacement, to RGEN Enterprises D/B/A Cool Water Air Conditioning Landscaping  
43 and authorizes the City Manager to issue purchase orders on an as needed basis not to  
44 exceed the allocated budget amount.

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

47 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
48 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2020.

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\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

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54 **ATTEST:**

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\_\_\_\_\_  
MARIO BATAILLE, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

**Agenda Item #11.14**

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64 SPONSORED BY: CAMERON BENSON, CITY MANAGER

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

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

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70 Mayor Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

71 Vice Mayor Rodney Harris \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

72 Councilwoman Katrina Wilson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

73 Councilman Erhabor Ighodaro, Ph.D. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

74 Councilwoman Lillie Q. Odom \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

75 Councilman Reggie Leon \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

76 Councilman David Williams Jr \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**Section 5 – Harford County Schools Purchase Agreement**

**MASTER PURCHASE AGREEMENT:**

**By and Between:**

**HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND  
102 S. Hickory Ave.  
Bel Air, MD 21014  
and**

TRAWE, U.S.

THIS MASTER PURCHASE AGREEMENT made and entered into this 27<sup>th</sup> day of September, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as “School District”, “HCPS” or “District”), and TRAWE, U.S., a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as “Supplier”)

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

**WITNESSETH:**

**WHEREAS**, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

**WHEREAS**, HCPS desires to engage Supplier to perform said services; and

**WHEREAS**, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

**NOW, THEREFORE**, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

- A. Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

## Agenda Item #11.14

- B. Purchase Order.** Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.
- C. Term.** The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- D. Compensation.** HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement, the following:
- a. The price proposal set forth in the final RFP response and all related Amendments
- E. Invoicing.** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- F. Insurance.** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- G. Termination of Contract.** This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.
- H. Notification.** Notices under this Master Purchase Agreement shall be addressed as follows:

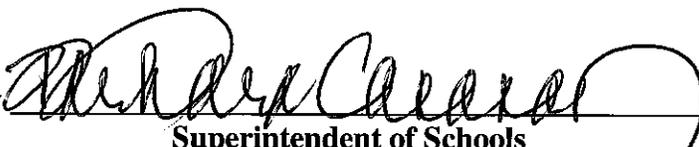
Jeff LaPorta, Supervisor of Purchasing  
Harford County Public Schools  
102 S. Hickory Avenue  
Bel Air, MD 21014

## Agenda Item #11.14

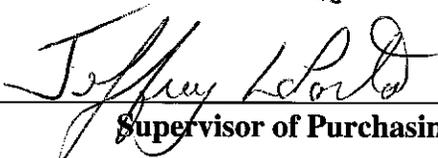
The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

- I. Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
  
- J. Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.
  
- K. Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.
  
- L. Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies (“Participating Public Agencies”) that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

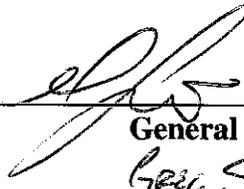
**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS  
AGREEMENT IN THE YEAR AND DAY AS NOTED:  
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND**

by  9/22/16  
Superintendent of Schools Date

by  9/21/16  
Board of Education President Date

by  9/27/16  
Supervisor of Purchasing Date

**SUPPLIER:**

by  8-13-15  
General Manager Date  
*Greg Spence*



Barbara P. Canavan, Superintendent of Schools  
102 S. Hickory Avenue, Bel Air, Maryland 21014  
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department  
Bobbie Wilkerson, Supervisor of Purchasing  
410-638-4083, Bobbie.Tolston-Wilkerson@hcps.org

**RFP #15-JLP-023 RENEWAL #1**  
**October 1, 2018 – September 30, 2020**

This contract renewal is made and entered into this 2 <sup>APRIL (Bw)</sup> day of March, 2018, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beaty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2018;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the first option to renew this contract for two (2) year for the time period from October 1, 2018 through September 30, 2020.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is one additional possible renewal remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

**HARFORD COUNTY PUBLIC SCHOOLS**

By: [Signature]  
Signature

Name: Bobbie Wilkerson, CPPO, CPPB

Title: Supervisor of Purchasing

Date: 4/2/2018

**TRANE**

By: [Signature]  
Signature

Name: ALAN L. FULLERTON

Title: VICE PRESIDENT, SALES TRANE

Date: 4/3/18



Item No.	Description	Estimated Quantity	Koldaire, Inc.		Kool Flow, Inc.		Temptrol Air Conditioning, Inc.		Thermo Air, Inc.		RGEN Enterprises D/B/A Cool Water Air Conditioning		Supa Air and Heat Inc.	
			Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals	Unit Price	Extended Totals
1	General Conditions	1	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$50,970.00	\$50,970.00	\$10,000.00	\$10,000.00	\$176,281.00	\$176,281.00
2	Labor, material, and associated system to install Trane Morganizer Model OHD300 (25 TON)	1	\$87,283.00	\$87,283.00	\$90,500.00	\$90,500.00	\$101,833.00	\$101,833.00	\$76,455.00	\$76,455.00	\$75,000.00	\$75,000.00	\$176,281.00	\$176,281.00
3	Labor, material, and associated system to install Trane Morganizer Model OHD300 (25 TON)	1	\$87,283.00	\$87,283.00	\$90,500.00	\$90,500.00	\$101,833.00	\$101,833.00	\$76,455.00	\$76,455.00	\$75,000.00	\$75,000.00	\$176,281.00	\$176,281.00
4	Labor, material, and associated system to install Trane Morganizer Model OHD300 (25 TON)	1	\$87,283.00	\$87,283.00	\$90,500.00	\$90,500.00	\$101,833.00	\$101,833.00	\$76,455.00	\$76,455.00	\$75,000.00	\$75,000.00	\$176,281.00	\$176,281.00
5	Labor, material, and associated system to install Trane Morganizer Model OHD300 (25 TON)	1	\$87,283.00	\$87,283.00	\$90,500.00	\$90,500.00	\$101,833.00	\$101,833.00	\$76,455.00	\$76,455.00	\$75,000.00	\$75,000.00	\$176,281.00	\$176,281.00
6	Labor, material, and associated system to install Trane Morganizer Model OED600 (50 TON)	1	\$118,597.00	\$118,597.00	\$115,000.00	\$115,000.00	\$113,762.00	\$113,762.00	\$150,910.00	\$150,910.00	\$136,000.00	\$136,200.00	\$176,281.00	\$176,281.00
7	Permit Allowance	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
<b>Total</b>			<b>\$467,729.00</b>		<b>\$482,000.00</b>		<b>\$523,094.00</b>		<b>\$509,700.00</b>		<b>\$448,200.00</b>		<b>\$1,059,686.00</b>	

\*\*\* This is only a tabulation of prices submitted and is not an indication of award or responsiveness



# Proposal

(Valid for 30 days from Proposal date)

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.*  
*DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*  
 © 2016 Trane All rights reserved

**Prepared For:**  
 City of Miami Gardens

**Date:** September 27, 2019 **REV:** November 5, 2019  
**Updated:** January 7, 2020

**Job Name:**  
 Betty Ferguson Community Center – RTU-1  
 through RTU-4

**Proposal Number:** H6-53180-3  
**US Communities Quote Number:** 40-589389-19-003  
**US Communities Contract Number:** USC 15-JLP-023

**Delivery Terms:**  
 Freight Allowed and Prepaid - F.O.B. Factory

**Payment Terms:**  
 Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Tag Data - Packaged Cooling Rooftop Units (Qty: 4)**

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1, RTU-2, RTU-3, RTU-4	4	25 Ton Packaged Unitary Cooling	(O)THD300G4R0B--

**Product Data - Packaged Cooling Rooftop Units**

- Item: A1 Qty: 4 Tag(s): RTU-1, RTU-2, RTU-3, RTU-4**
- DX Cooling, electric heat with Fully Modulating Hot Gas Reheat
  - Downflow supply and upflow return
  - Double-wall construction (in exposed air streams)
  - High efficiency – 3 steps of capacity control
  - 25 Ton
  - 460/60/3
  - DDC Controller (BACnet) for proper Dehumidification Sequence of Operations
  - Motorized OA Damper with barometric relief
  - Hinged panels/2" Pleated Filters MERV 8 (1 set)
  - Standard condenser coil with hail guard
  - Through the base access
  - BACnet communications interface
  - Condensate overflow switch
  - Stainless steel drain pan
  - Coil Coatings – Evap, Cond & HGRH Coils
  - Coating Entire unit casing inside & out
  - Condenser coil hail/vandal guards
  - Duct mounted CO2 sensor kit (Fld)
  - Space Temperature sensor (Fld)
  - Space Humidity sensor (Fld)
  - Unit-level controls start-up (Joint start-up with installing contractor)
  - Roof curb adapter incl wind-load engineering (Fld)
  - 5 year full Parts warranty – whole unit

**Excludes:** Disconnect switch, Installation, Crane service, Test & Balance, Changes to sheaves or belts, Coatings (other than those listed), Hail/Vandal guards, Mechanical Start-up, Labor warranty, Anything not listed above.

**Item X: - TRANE TRACER BAS SYSTEM PROPOSAL**

**TIE INTO EXISTING TRACER SC SYSTEM CONTROLLER**

- Wireless Communication Interfaces (WCI)

**ROOF TOP UNIT BACNET INTEGRATION, TYPICAL FOR 4 (RTU-1, 2, 3 & 4), INCLUDING:**

- Factory Mounted Controls
  - Interface to RTU via BACnet MS/TP
  - Unit must be provided with BACnet communication card (by equipment manufacturer)
- Space Temperature & Humidity Sensors (Wireless)
- Wireless Communication Interface (WCI)
- Return CO2 Sensor (provided with equipment)

**Notes:**

- All RTU controls, including any field devices provided and commissioned by RTU manufacturer

**EXISTING ROOF TOP UNIT WIRELESS COMMUNICATIONS, TYPICAL FOR 1 (RTU-8), INCLUDING:**

- Space Temperature & Humidity Sensors (Wireless)
- Wireless Communication Interface (WCI)

**EXISTING ROOF TOP UNIT WIRELESS COMMUNICATIONS, TYPICAL FOR 1 (RTU-12), INCLUDING:**

- Space Temperature & Humidity Sensors (Wireless)
- Wireless Communication Interface (WCI)

**LABOR INCLUDING:**

- Engineering
- Installation
- Startup & checkout of BAS System (Mechanical System Startup is not included)
- Cost allowance to assist TAB contractor
- One year warranty

**PRICE ASSUMES:**

- Based on Invitation to Bid documents dated 08/26/19 and Addendum 4
- Power Wiring to BAS Controllers by Div.26
- All wiring at or above 110/120 volts by Division 26 contractor.
- Standard production & delivery cycles
- All work to be performed during normal working hours
- **All Trane mechanical equipment (i.e. chillers, AHU's, RTU's, terminal units, etc.)**
- Plenum rated cable where concealed and allowed by code
- 1/2" Minimum size conduit in exposed areas
- **Controller shall be connected to existing Trane SC Web Enabled System**

**PRICE DOES NOT INCLUDE:**

- **Work, material, wiring, integration and/or labor associated with any other HVAC equipment not mentioned above.**
- Provision, installation & commissioning of an SC Web Enabled System Controller (Tie to an existing SC Web Enabled System)
- Provision, installation, control and wiring of Smoke Dampers, combination Fire-Smoke Dampers and/or their corresponding End-Switches, if applicable
- Provision and installation of Control/ Motorized Dampers
- Work, material, and/or labor associated with Smoke Control System, if applicable
- Work, material, and/or labor associated with Low Voltage Wiring for any other system not specifically indicated above
- Cost allowance to assist a Commissioning Agent
- Roof Penetrations
- Work, material, and/or labor associated with integrating other existing pieces of equipment into the Trane BAS, or integrating devices from the Trane BAS into any 3<sup>rd</sup> party BAS (if applicable)
- Dampers/damper actuators not integral to the HVAC equipment and/or associated wiring
- Mechanical Equipment Startup

- Provision, installation, wiring, start-up and/or BACnet Integration of Variable Frequency Drives (VFDs)
- Provision, installation, and wiring of Duct Smoke Detectors
- Work, material, and/or labor associated with Exhaust Fans, Supply Fans
- Provision and installation of Thermostat Guards
- Work, material, and/or labor associated with Air Flow Stations
- Provision, installation, wiring of Magnetic Starters
- Demolition of Existing Controls System (Controllers, Field Devices, Cable, Conduit, Pneumatic Controls), if applicable
- Work, material, and/or labor associated with Pneumatic Controls, if applicable
- Patching and Painting
- De-commission of demolished controls system form its corresponding Building management System (if applicable)
- Work, material, and/or labor associated with Fire Alarm System
- Performance, bid, payment bonds and permits
- Excludes provision and/or programming of a dedicated front end workstation of any kind.
  - System interface to be achieved through standard internet browser via the existing Trane SC Web Enabled System
- **Any scope of work not specifically outlined above**

**Equipment:**

**Total Net Price (Excluding Sales Tax) .....\$ 206,976**

Pricing is based on standard lead times – currently 8-9 weeks

Voluntary Quick Production Options (Qty 4 units):

Add for Morganizer Quick Production (reduces lead time by 2-3 weeks): **+ \$ 5,520**

**Total Net Price including Quick Production options (Excl Sales Tax).....\$ 212,496.**

**Controls:**

**Total Net Price .....\$ 50,300**

**GRAND TOTAL AMOUNT FOR EQUIPMENT AND CONTROLS ..... \$262,796**

Sincerely,

**South Florida - Trane U.S. Inc.**

6965 Vista Parkway North, Suite 11  
West Palm Beach, FL 33411  
Phone: (561) 683-1521  
Cell: (561) 683-1521  
Fax: (561) 697-8714

**This proposal is based on the Trane terms and conditions.**



City of Miami Gardens

# Agenda Cover Memo

20-020

Meeting: City Council - Feb 12 2020

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**Department**

City Attorney's Office

**Sponsored By**

City Attorney

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**Agenda Item Title**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE APPROVED OUTSIDE COUNSEL LIST TO INCLUDE ALISON F. SMITH OF THE LAW FIRM KELLEY KRONENBERG; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

---

**Staff Summary**

On November 14, 2012, the City Council adopted Resolution No. 2012-173-1768, which approved a list of attorneys and law firms to represent the City in various legal matters. The Resolution also authorized amendments to the list to include additional attorneys and law firms, subject to the approval of the City Council.

The City Attorney recommends amending the list to include Alison F. Smith of the law firm Kelley Kronenberg, for matters relating to Labor and Employment matters.

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**Fiscal Impact**

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**Recommended Action**

That the City Council adopt the Resolution.

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**Attachments**

[RESOLUTION 2020 - Outside Counsel Alison f. Smith  
alison-smith- bio](#)

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**Agenda Item #11.15**

RESOLUTION NO. 2020\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE APPROVED OUTSIDE COUNSEL LIST TO INCLUDE ALISON F. SMITH OF THE LAW FIRM KELLEY KRONENBERG; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 14, 2012, the City Council adopted Resolution No. 2012-173-1768, which approved a list of attorneys and law firms to represent the City in various legal matters, and

WHEREAS, the Resolution also authorized amendments to the list to include additional attorneys and law firms, subject to the approval of the City Council, and

WHEREAS, the City Attorney recommends amending the list to include Alison F. Smith of the law firm Kelley Kronenberg, for matters relating to Labor and Employment matters,

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 amends the approved outside counsel list to include Alison F. Smith of the law firm Kelley Kronenberg.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2020.





## OVERVIEW

Alison Smith is a Partner in the firm's Fort Lauderdale office focusing her practice on Employment and Labor Law. Alison has significant experience handling all aspects of employment and labor law including conducting training and employee investigations, engaging in collective bargaining with various unions and providing advice and counsel to private and public entities regarding existing and emerging laws such as the ADA, Florida Civil Rights Act, ADEA, FMLA, FLSA, and others. Alison has five reported cases in Florida's Third and Fourth District Court of Appeals. She has also spoken and presented at several municipal and labor and employment seminars throughout the state.

In addition to practicing law, Alison is very involved in professional and civic causes. She is an active member of the Nova Southeastern University Board of Governors and Keiser University's Criminal Justice Advisory Board, and secretary for the Broward County Bar Association. She is a past chair of Legal Aid Service of Broward County and Coast to Coast Legal Aid of South Florida, Inc., and past president of the Caribbean Bar Association.

Alison has received a number of accolades and honors for her legal work. Among many other acknowledgments and awards, she was named a Florida Super Lawyers-Rising Star for five years straight, a Rising Star by the Daily Business Review, one of the top individuals under 25 by the Miami Herald, and a Top Up and Comer by the Cystic Fibrosis Foundation, South Florida Legal Guide (four years in a row), and also by the South Florida Business and Wealth Magazine. She was also named by the distinguished Caribbean newspaper, Caribbean National Weekly as one of the Top 20 Distinguished Jamaican Youth Under 40 in 2016. In addition, both Legacy Magazine and the South Florida Diversity Council named Alison one of the Most Influential Women in South Florida.

Alison has been interviewed by local news stations and has appeared on the radio several times regarding various labor and employment topics.

Alison earned her Juris Doctor degree from Nova Southeastern University Law School where she graduated magna cum laude. She earned her undergraduate degree in Psychology with a minor in Legal Studies from Nova Southeastern University where she graduated *summa cum laude*.

## CONTACT INFORMATION

asmith@kkllaw.com  
Office: (954) 370-9970

## PRACTICE AREAS

- Employment & Labor

## ADMISSIONS

- Florida
- United States District Court, Southern District of Florida
- United States District Court, Middle District of Florida
- United States District Court, Northern District of Florida
- United States Court of Appeals, Eleventh Circuit

## EDUCATION

- Nova Southeastern University, Shepard Broad College of Law, J.D., *magna cum laude*, 2003
- Nova Southeastern University, B.S., *summa cum laude*, 2000

## ASSOCIATIONS

- Secretary, Broward County Bar Association
- President, Caribbean Bar Association, 2012 – 2013
- Secretary, Caribbean Bar Association, 2011 – 2012

## COMMUNITY

## Agenda Item #11.15

- Nova Southeastern University Board of Governors
- Keiser University's Criminal Justice Advisory Board
- Past Chair, Legal Aid Service of Broward County
- Past Chair, Coast to Coast Legal Aid of South Florida, Inc.
- Member, Florida Bar's Voluntary Bar Liaison Committee
- 17th Judicial Circuit's Professionalism Panel

### AWARDS

- Top up and Comer, *South Florida Business and Wealth Journal*, June 2019
- Top Up and Comer, *South Florida Legal Guide*, 2015 – present
- "Super Lawyers – Rising Star", 2014 – 2018
- 2016 Caribbean American Heritage & Culture (CAHMUSA) Honoree, *Caribbean American Heritage*
- Most Powerful and Influential Women in South Florida, *Legacy Magazine*, 2016
- "Over the Rainbow Awards – Commitment to Public Interest Work", *Dade County Bar Association*
- Professionalism Award, *Broward County Bar Association*, 2016
- "ICABA Rising Star Awards", *ICABA*, 2015
- Top 20 Distinguished Jamaican Youth Under 40 in So. Fla, *Caribbean National Weekly*, 2016
- Most Powerful & Influential Woman Award, *Florida Diversity Council*, 2015
- Top 40 Outstanding Attorney under 40, *Cystic Fibrosis Foundation*, 2015

### PUBLICATIONS

- "How I Became a Law Firm Partner: Kelley Kronenberg's Alison Smith," *Daily Business Review*, January 24, 2020
- The Business of Law" Nova Law School Mentoring Program, 9/21/2018
- International Public Management Association for Human Resources (IPMA-HR), June 21, 2018
- "Medical Marijuana And Its Impact On Our Communities", Florida City and County Management Association, June 2018
- "The Pathway To A Career In The Law", *Miami Dade College*, March 2018
- "Jamaica Diaspora Conference", *Kingston Jamaica*, July 25, 2017
- "Labor & Employment Law", *South Florida Chapter of IPMA-HR*
- "Medical Marijuana Issues Affecting Local Government Including Land Use And Labor Issues", *Florida City and County Management Association*, 2017
- "Mentor/Mentee breakfast", *Nova Southeastern Shepard Broad Law Center*
- "City's Let's Talk Town Hall Public Safety Meeting", *Miramar Town Center August 25, 2017*
- "Florida Law" Talk radio show produced by the Broward County Bar Association
- "Discovery in Arbitration", Broward County Bar Association
- "Legal News and Review – labor and employment topics", Radio Show 90.9FM and 103.9 FM
- "Labor & Employment Discussion", Barry University
- "Building Your Personal Brand", Florida Diversity Council's Women's Empowerment Conference





City of Miami Gardens

# Agenda Cover Memo

19-189

Meeting: City Council - Feb 12 2020

**Department**

Planning & Zoning Department

**Sponsored By**

City Manager

**Agenda Item Title**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY CENTERPORT OWNER LLC FOR THE REZONING OF THE PROPERTY LOCATED AT 20775 NW 17TH AVENUE, MIAMI GARDENS, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FROM R-25 MULTIPLE FAMILY DWELLING RESIDENTIAL TO PD - PLANNED DEVELOPMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

**Staff Summary**

The subject property located at 20775 NW 17th Avenue is within close proximity to the Calder Casino racetrack and was granted a Special Use Permit by Miami-Dade County in 1974 to permit a non-residential use to include a horse care center, barns, show ring and vet office with lab and operating room. Upon adoption of the City's own Land Development Regulations (LDR) in 2010, the RU-4L residential zoning designated for the site by the County was replaced with an R-25 residential zoning designation by the City. Despite its residential zoning designation, the property has continued to be used for the non-residential activities outlined under the original Special Use Permit for over 45 years.

In recent years, horse racing activities at the Calder Casino racetrack have significantly diminished and portions of the property which formerly housed horse stables have been demolished, sold, and redeveloped as Class A warehouse and distribution facilities. As a result, the applicant is requesting a change to the zoning designation for the subject property from R-25, Multiple Family Dwelling Residential to PD, Planned Development. This would allow the applicant to construct warehouse and distribution facilities similar to that which is located on the former Calder Casino site to the north, finally making the zoning designation for the site consistent with its historically non-residential use. In addition, the zoning designation would be the same as the existing PD, Planned Development zoning district to the east of the site.

**Fiscal Impact**

## Agenda Item #13.1.1.

### Recommended Action

Staff recommends granting the rezoning of the subject property located at 20775 NW 17th Avenue from R-25, Multiple Family Dwelling Residential to PD, Planned Development.

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### Attachments

[Centerport Rezoning ORDINANCE 2020](#)

[Exhibit A - Survey and Legal Description](#)

[Exhibit B - Staff Recommendation Centerport Rezoning](#)

[Exhibit C - Conceptual Plan](#)

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**Agenda Item #13.1.1.**

ORDINANCE NO. 2020 \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY CENTERPORT OWNER LLC FOR THE REZONING OF THE PROPERTY LOCATED AT 20775 NW 17TH AVENUE, MIAMI GARDENS, FLORIDA, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO, FROM R-25, MULTIPLE FAMILY DWELLING RESIDENTIAL, TO PD, PLANNED DEVELOPMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

WHEREAS, Centerport Owner LLC is owner of the subject property located at 20775 NW 17th Avenue in the City of Miami Gardens ("City"), and

WHEREAS, due to the subject property's close proximity to the Calder Casino racetrack, in 1974 it was granted a Special Use Permit by Miami-Dade County ("County") to permit a non-residential use to include a horse care center, barns, show ring and veterinary office with lab and operating room, and

WHEREAS, upon adoption of the City of Miami Gardens ("City") Land Development Regulations (LDR) in 2010, the RU-4L residential zoning designated for the site by the County was replaced with an R-25 residential zoning designation by the City, and

WHEREAS, despite its residential zoning designation, for over 45 years the property has continued to be used for the non-residential activities outlined under the original Special Use Permit, and

WHEREAS, horse racing activities at the Calder Casino racetrack have significantly diminished and portions of the property which formerly housed horse

Added language is underlined. Deleted language is stricken through.

**Agenda Item #13.1.1.**

stables have been demolished, sold, and redeveloped as Class A warehouse and distribution facilities, and

WHEREAS, applicant has requested a change to the property's zoning designation from R-25, Multiple Family Dwelling Residential to PD, Planned Development, matching the zoning district to its east and permitting the construction of warehouse and distribution facilities similar to those on the former Calder Casino site to the north and consistent with its historically non-residential use, and

WHEREAS, the City's Planning and Zoning Staff has made a determination that the proposed rezoning of the subject property is consistent with the policies and objectives of the City of Miami Gardens' Comprehensive Development Master Plan (CMDP), and

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

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

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

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

Added language is underlined. Deleted language is stricken through.

**Agenda Item #13.1.1.**

Section 2. APPROVAL: The City Council of the City of Miami Gardens, Florida hereby approves the rezoning of that certain property located at 20775 NW 17th Avenue Miami Gardens, Florida, more particularly described on exhibit “A”, attached hereto, from R-25, Multiple Family Dwelling Residential to PD, Planned Development.

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

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

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

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

PASSED ON FIRST READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

PASSED ON SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

Added language is underlined. Deleted language is stricken through.

**Agenda Item #13.1.1.**

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
GARDENS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARIO BATAILLE, MMC, CITY CLERK

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

SPONSORED BY:

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

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

Mayor Oliver Gilbert III	(Yes)	(No)
Vice Mayor Rodney Harris	(Yes)	(No)
Councilman Reggie Leon	(Yes)	(No)
Councilwoman Lillie Odom	(Yes)	(No)
Councilwoman Katrina Wilson	(Yes)	(No)
Councilman David Williams Jr.	(Yes)	(No)
Councilman Erhabor Ighodaro	(Yes)	(No)

Added language is underlined. Deleted language is stricken through.

**EXHIBIT A**

**SURVEY & LEGAL DESCRIPTION**

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE NORTH 1 DEGREE 57 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, FOR 146.36 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE NORTH 1 DEGREE 57 MINUTES 32 SECONDS WEST ALONG THE LAST DESCRIBED COURSE FOR 473.57 FEET; THENCE SOUTH 87 DEGREES 01 MINUTES 41 SECONDS WEST, FOR 1263.63 FEET; THENCE SOUTH 1 DEGREE 52 MINUTES 58 SECONDS EAST ALONG A LINE PARALLEL WITH AND 5.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY RIGHT-OF-WAY LINE OF NW 17TH AVE. AS SHOWN ON "LAKE LUCERNE VILLAS" AS RECORDED IN PLAT BOOK 99 AT PAGE 67, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FOR 154.95 FEET TO THE POINT OF CURVATURE; THENCE SOUTHEASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 1140.92 FEET AND A CENTRAL ANGLE OF 16 DEGREES 10 MINUTES 22 SECONDS FOR AN ARC DISTANCE OF 322.05 FEET; THENCE NORTH 87 DEGREES 01 MINUTE 41 SECONDS EAST, FOR 1219.11 FEET TO THE POINT OF BEGINNING.

**Schwelbe - Shiskin & Associates, Inc.**  
 LAND SURVEYORS AND SURVEYORS  
 1000 S.W. 11th Street, Suite 100  
 Ft. Lauderdale, FL 33304  
 Phone: 954-561-1111  
 Fax: 954-561-1112  
 Email: info@schwelbe.com

Survey No. 2018-00119-14  
 Date: 11-22-2018  
 Scale: AS SHOWN

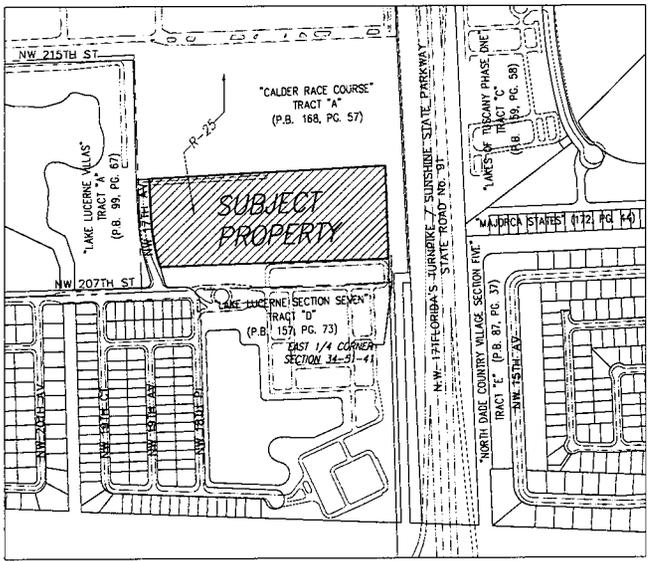
**ALTA/NSPS LAND TITLE SURVEY**  
 ORDERED BY: METALINS & PARTNERS  
 RACETRACK TRAINING CENTER  
 100-34, Township 51 South, Range 41 East, Miami-Dade County, Florida

REVISIONS	DATE	DESCRIPTION
1	11-22-2018	INITIAL SURVEY
2	11-22-2018	FINAL SURVEY

SYMBOL	DESCRIPTION
1	ADJUSTED
2	ALUMINUM LIGHT POSS (20x12)
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**SURVEYOR'S NOTES:**

- THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N01°52'58"W ALONG THE EAST RIGHT-OF-WAY LINE OF N.E. 17TH AVENUE BETWEEN N.W. 207TH STREET AND N.W. 22ND AVENUE.
- LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
- THE AREA OF THE PROPERTY DESCRIBED HEREON IS 159,171.50 SQ. FT. (113.630 ACRES).
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
- THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 7), PER FLOOD INSURANCE RATE MAP NO. 12080C0120L COMMUNITY NO. 120345, PANEL NO. 0128, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP DATED SEPTEMBER 11, 2009.
- VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND UTILITIES.
- THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
- SHOWN HEREON ARE PLOTTABLE EASEMENTS AND RIGHTS OF WAY REFLECTED AS EXCEPTION IN THE TITLE INSURANCE COMMITMENT FILE NO. MCS-900319-14A (REV. 10/18/18) ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF OCTOBER 02, 2018 AT 8:00 A.M.
- THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.
- BENCHMARKS:
  - PCP 2408, LOCATED @ C/A INTERSECTION OF N.W. 207TH STREET AND N.W. 19TH AVENUE, ELEVATION = 12.61' (N.G.V.D.29)
  - BRASS WASHER IN CONCRETE SIDEWALK AT S.W. CORNER OF BRIDGE OF SHAW CREEK CANAL AND N.W. 27TH AVE, ELEVATION = 12.61' (N.G.V.D.29)



**LOCATION SKETCH**  
 Scale: 1 INCH = 300 FEET  
 A PORTION OF SECTION 34-51S-41E, MIAMI-DADE COUNTY, FLORIDA.

**LEGAL DESCRIPTION:**  
 A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE NORTH 01 DEGREE 57 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, FOR 146.38 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE NORTH 01 DEGREE 57 MINUTES 32 SECONDS WEST ALONG THE LAST DESCRIBED COURSE FOR 413.57 FEET; THENCE SOUTH 87 DEGREES 01 MINUTES 41 SECONDS WEST, FOR 1,263.63 FEET; THENCE SOUTH 01 DEGREE 52 MINUTES 58 SECONDS EAST ALONG A LINE PARALLEL WITH AND 5.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY POINT-OF-WAY LINE OF N.W. 17TH AVENUE, AS SHOWN ON "LAKE LUCERNE VALAS", AS RECORDED IN PLAT BOOK 99 AT PAGE 67 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FOR 154.93 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1,140.99 FEET AND A CENTRAL ANGLE OF 16 DEGREES 10 MINUTES 22 SECONDS FOR AN ARC DISTANCE OF 322.05 FEET; THENCE NORTH 87 DEGREES 01 MINUTES 41 SECONDS EAST, FOR 1,219.11 FEET TO THE POINT OF BEGINNING.

**TITLE EXCEPTIONS:**  
 ALL THOSE EXCEPTIONS TO WHICH THEY ARE A MATTER OF SURVEY AS CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NO. MCS-900319-14A (REV. 10/18/18) EFFECTIVE OCTOBER 02, 2018 AT 8:00 A.M. ARE PLOTTED HEREON OR AS NOTED BELOW:  
 1. TERMS AND CONDITIONS OF THE AGREEMENT (DEVELOPER) BETWEEN BENNETT M. LITFER, INC., AND ECOLOGICAL UTILITIES, INC. AND SOUTHERN GULF UTILITIES, INC., A FLORIDA CORPORATION RECORDED IN CLIENT'S FILE NO. 808-140464 ALSO KNOWN AS OFFICIAL RECORDS BOOK 2189, PAGE 622 (SITE INCLUDED); NOTE: PAGE 644 IDENTIFIES A BENNETT M. LITFER AS PRESIDENT AND SECRETARY OF LAKES INVESTMENT CORP., ABERDEEN INVESTMENT CORP., ALLIANCE INVESTMENT CORP., ALORRA INVESTMENT CORP., ASHLAND INVESTMENT CORP. AND ARADORA INVESTMENT CORP., AS AFFECTED BY MODIFICATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8374, PAGE 205 (NOT APPLICABLE); AS AFFECTED BY COLLATERAL ASSIGNMENT OF COMMENCEMENT AND PUBLIC NECESSITY, DEVELOPER CONTRACTS AND EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 9939, PAGE 2033 (NON SPECIFIC).  
 11. DECLARATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 12105, PAGE 1490 (SHOWN ON SURVEY).  
 12. RESERVATIONS AND RESTRICTIONS CONTAINED IN EXCAVATION PERFORMANCE BOND BY RACE TRACK TRAINING CENTER, INC. RECORDED IN OFFICIAL RECORDS BOOK 12277, PAGE 2146 (SHOWN ON SURVEY).  
 13. COVENANT RUNNING WITH THE LAND AS SET FORTH IN APPLICATION AND ACCEPTANCE OF CONDITIONAL BUILDING PERMIT AN ESTOPPEL NOTICE RECORDED IN OFFICIAL RECORDS BOOK 12301, PAGE 1285 (SITE INCLUDED).  
 14. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN UNITY OF TITLE BY RACE TRACK TRAINING CENTER, INC. RECORDED IN OFFICIAL RECORDS BOOK 12314, PAGE 249 (SITE INCLUDED).  
 15. COVENANT RUNNING WITH THE LAND AS SET FORTH IN APPLICATION AND ACCEPTANCE OF CONDITIONAL BUILDING PERMIT AN ESTOPPEL NOTICE RECORDED IN OFFICIAL RECORDS BOOK 12301, PAGE 1285 (SITE INCLUDED).  
 16. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN UNITY OF TITLE BY RACE TRACK TRAINING CENTER, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA AND METROPOLITAN DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS RECORDED IN OFFICIAL RECORDS BOOK 12361, PAGE 91 (SITE INCLUDED).  
 17. THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RIGHT-OF-WAY DEED DADE COUNTY CONVEYS THE TITLE FOR HIGHWAY PURPOSES BY CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 12442, PAGE 358 (SHOWN ON SURVEY).  
 18. GRANT OF EASEMENT, GRANTED FROM RACE TRACK TRAINING CENTER, INC., A FLORIDA CORPORATION TO METROPOLITAN DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 12536, PAGE 2230 (SHOWN ON SURVEY).

**PAINT MARK LEGEND:**

—(M)—	—(M)—	—(M)—	—(M)—
—(R)—	—(R)—	—(R)—	—(R)—
—(Y)—	—(Y)—	—(Y)—	—(Y)—
—(O)—	—(O)—	—(O)—	—(O)—
—(B)—	—(B)—	—(B)—	—(B)—
—(G)—	—(G)—	—(G)—	—(G)—

ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

**CERTIFIED TO:**

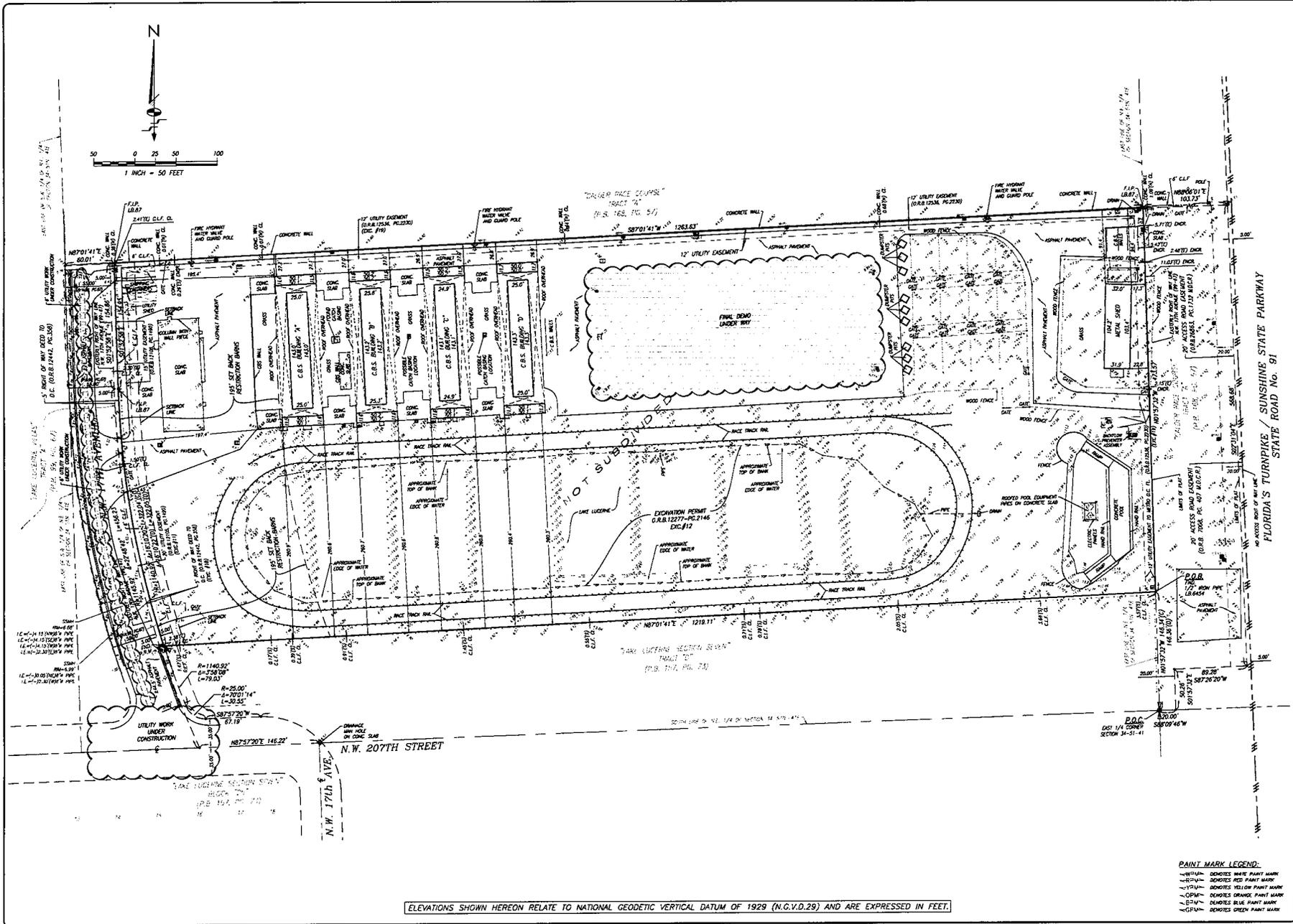
- RESERVES HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- METALINS & PARTNERS, LP
- OFF OPERATING PARTNERSHIP LP
- SUN SHIMERS, LLC
- FIRST AMERICAN TITLE INSURANCE COMPANY
- CENTERPOINT OWNER, LLC

**SURVEYOR'S CERTIFICATION:**  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2014 ANNUAL STATUTES, ACTUAL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES REACT 1, 2, 3, 4, 604, 609, 701, 8, 1001, 11 AND 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11-18-2018.

THAT THIS BOUNDARY SURVEY & TOPOGRAPHIC SURVEY OF THE PROPERTY DESCRIBED HEREON WAS MADE AND CONDUCTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECEIVELY SUPERVISED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS AS CONTAINED IN PLATS 33-17-051 AND 33-17-062, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 47C.022, FLORIDA STATUTES.

**Schwelbe - Shiskin & Associates, Inc.**  
 BY: MARK STEVEN JOHNSON, PRINCIPAL  
 PROFESSIONAL LAND SURVEYOR NO. 4775  
 STATE OF FLORIDA

DATE OF PLAT OR MAP: 11-22-2018



ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

**ALTA/NSPS LAND TITLE SURVEY**  
 ORDERED BY: METALONIS & PARTNERS  
 RACETRACK TRAINING CENTER  
 101 3A, Township 51 South, Range 41 East, Miami-Dade County, Florida

**Schuelke - Shubin & Associates, Inc.**  
 LAND SURVEYING ENGINEERS AND SURVEYORS  
 10000 SW 15th St., Suite 100, Miami, FL 33187  
 Phone: 305-251-1111 Fax: 305-251-1112  
 www.schuelke-shubin.com

Drawn by: J.S. Date: 02-20-20  
 Checked by: J.S. Date: 02-20-20  
 Scale: AS SHOWN

Boundary Survey

REVISIONS

NO.	DATE	DESCRIPTION
1	02-20-20	INITIAL SURVEY

RE AJ-5624

**EXHIBIT B**

**STAFF RECOMMENDATION**

# Agenda Item #13.1.1.

CENTERPORT REZONING

## STAFF RECOMMENDATION

### APPLICATION INFORMATION

Applicant: Centerport Owner LLC  
Property Location: 20775 NW 17TH AVE  
Folio No.: 34-1134-000-0045  
Property Size: 13.63 acres  
Future Land Use: Commerce  
Existing Zoning: R-25, Multiple Family Dwelling Residential  
Requested Action(s): Rezone from R-25, Multiple Family Dwelling Residential to PD, Planned Development

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### RECOMMENDATION:

Staff recommends granting the rezoning of the subject property located at 20775 NW 17th Avenue from R-25, Multiple Family Dwelling Residential to PD, Planned Development.

### REVIEW AND ANALYSIS:

#### Neighborhood Land Use Characteristics

Property	Future Land Use Designation	Zoning Classification	Existing Use
Subject Site	Commerce	R-25, Multiple Family Dwelling Residential	Racetrack/Stables
North	Commerce	AU, Agricultural and Utilities	Warehouse & Distribution
South	Neighborhood	R-25, Multiple Family Dwelling Residential	Multifamily
East	Neighborhood	PD, Planned Development	Multifamily
West	Commerce	R-25, Multiple Family Dwelling Residential	Multifamily

#### Project Summary/Background

The subject property is located within close proximity to the Calder Casino racetrack and was granted a Special Use Permit by Miami-Dade County in 1974 to permit a non-residential use to include a horse care center, barns, show ring and vet office with lab and operating room. Upon adoption of the City's own Land Development Regulations (LDR) in 2010, the RU-4L residential zoning designated by the County was replaced with an R-25 residential zoning designation by the City. Despite its residential zoning designation, the property has continued to be used for the non-residential activities outlined under the original Special Use Permit for over 45 years.

## Agenda Item #13.1.1.

### CENTERPORT REZONING

In recent years, horse racing activities at the Calder Casino racetrack have significantly diminished and portions of the property which formerly housed horse stables have been demolished, sold, and redeveloped as Class A warehouse and distribution facilities. As a result, the applicant is requesting a change to the zoning designation for the subject property from R-25, Multiple Family Dwelling Residential to PD, Planned Development. This would allow the applicant to construct warehouse and distribution facilities similar to that which is located on the former Calder Casino site to the north, finally making the zoning designation for the site consistent with its historically non-residential use. In addition, the zoning designation would be the same as the existing PD, Planned Development zoning district to the east of the site.

#### Analysis

The proposed rezoning of the subject property from R-25, Multiple Family Dwelling Residential to PD, Planned Development is consistent with the policies and objectives of the City of Miami Gardens Comprehensive Development Master Plan (CMDP), and satisfies the criteria for granting of amendments or adoption of changes to the text of the LDRs or change of the actual official zoning map designation of a parcel or parcels.

#### Consistency with City of Miami Gardens Comprehensive Development Master Plan (CDMP)

The subject property is designated Commerce on the Land Use Map of the Future Land Use Element of the Comprehensive Development Master Plan (CDMP).

- **Policy 1.3.1:** Commerce areas shall provide for a wide variety of uses that range from major educational institutions, civic and governmental centers to major retail services as well as single purpose industrial areas.
- **Policy 1.3.3:** Within the context of this plan element, Urban Industrial generally means manufacturing, wholesale and storage activities.
- **Policy 1.3.5:** Future development and redevelopment in Commerce areas shall be designed to provide attractive urban places to live, work and shop.
- **Policy 1.3.6:** Uses that are consistent with the Commerce land use category include mixed use developments such as Urban Center, Urban Core and Golden Glades-Palmetto Area, single use developments including Urban Commercial and Office, Urban Industrial, residential development including Medium Density Residential, Medium-High Density Residential, High Density Residential, and Very High Density Residential plus Public and Semi-Public uses.
- **Policy 2.6.3:** The City shall ensure that all new development is compatible and consistent with existing development by establishing criteria as well as processes that mitigate the potential effects of potentially incompatible land uses. Such processes and criteria shall include but not be limited to
  - Distance separation to mitigate potential noise impact
  - Physical separation to mitigate visual and noise impact
  - Public hearing to insure participation by interested parties
  - Landscape, fencing and other physical separation to mitigate impact

## Agenda Item #13.1.1.

### CENTERPORT REZONING

- **Policy 2.6.4:** Development in commercial and industrial areas shall be designed to have minimal or no adverse impact on adjacent neighborhoods and priority will be given to uses that have the greatest positive impact on the City's tax base and provide good paying, value added jobs with a future to the community.
- **Policy 2.9.5:** The City shall require developers to provide for the following on-site infrastructure improvements: water and wastewater systems, sidewalks, drainage and stormwater management, open space, safe and convenient traffic circulation, and parking.

**Conclusion:** The rezoning request is generally consistent with the goals, objectives and policies of the City's Comprehensive Development Master Plan which identifies the incorporation of commercial and warehouse activities into the Commerce land use category.

#### **Anticipated Facilities Impact**

**General:** Concurrency determinations are not finalized during the zoning approval process. Staff recommendation to approve the Applicant's rezoning request does not constitute a final development order; one or more concurrency determinations will subsequently be required at the time of site plan submittal and in order to obtain appropriate building permits.

#### **Zoning Review and Analysis**

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

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

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

## Agenda Item #13.1.1.

### CENTERPORT REZONING

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

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

1. The rezoning request is generally consistent with the policies, goals and objectives of the CDMP while maintaining the basic intent and purpose of the Zoning Code. It is consistent with the permitted uses and zoning designation already established in the surrounding area.
2. As the site is already developed and utilized for non-residential purposes, the rezoning will not negatively affect natural resources in the City and is not anticipated to have any substantial impact on the natural and human environment.
3. The proposed rezoning will facilitate the development of approximately 243,000 square feet of Class A warehouse distribution facilities, thereby expanding the City's tax base and providing various direct jobs and spin-off employment opportunities which will positively impact the local economy.
4. The rezoning will not unduly impact water, sewer or drainage as the site is already developed and concurrency will be required to be met for all utility services as a result of any redevelopment. As a non-residential use the site will have no impact on educational or recreational facilities.
5. The subject site is already developed and will continue to be accessible by existing roadways to include NW 17th Avenue and NW 207th Street. A trip generation report and traffic review by the Miami-Dade County Department of Transportation and Public Works will be required prior to the issuance of any building permits for the redevelopment of the property. No undue burden to public transportation facilities inclusive of mass transit is anticipated.

**Conclusion:** The proposed rezoning from R-25, Multiple Family Dwelling Residential to PD, Planned Development is generally consistent with the policies, goals and objectives of the City's Comprehensive Development Master Plan (CDMP), and satisfies Section 34-49(f) of the City's Land Development Regulations (LDR) which establishes the criteria for granting of amendments or adoption of changes to the text of the LDR, or change of the actual official zoning map designation of a parcel or parcels.

## **Agenda Item #13.1.1.**

### CENTERPORT REZONING

Rezoning of the property is not anticipated to unduly impact water, sewer, drainage, education, transportation facilities, roads or recreation facilities. Rezoning of the property to facilitate additional Class A warehouse and distribution space is considered to be appropriate and complementary to the existing Class A warehouse distribution center bounding the northern property line of the site.

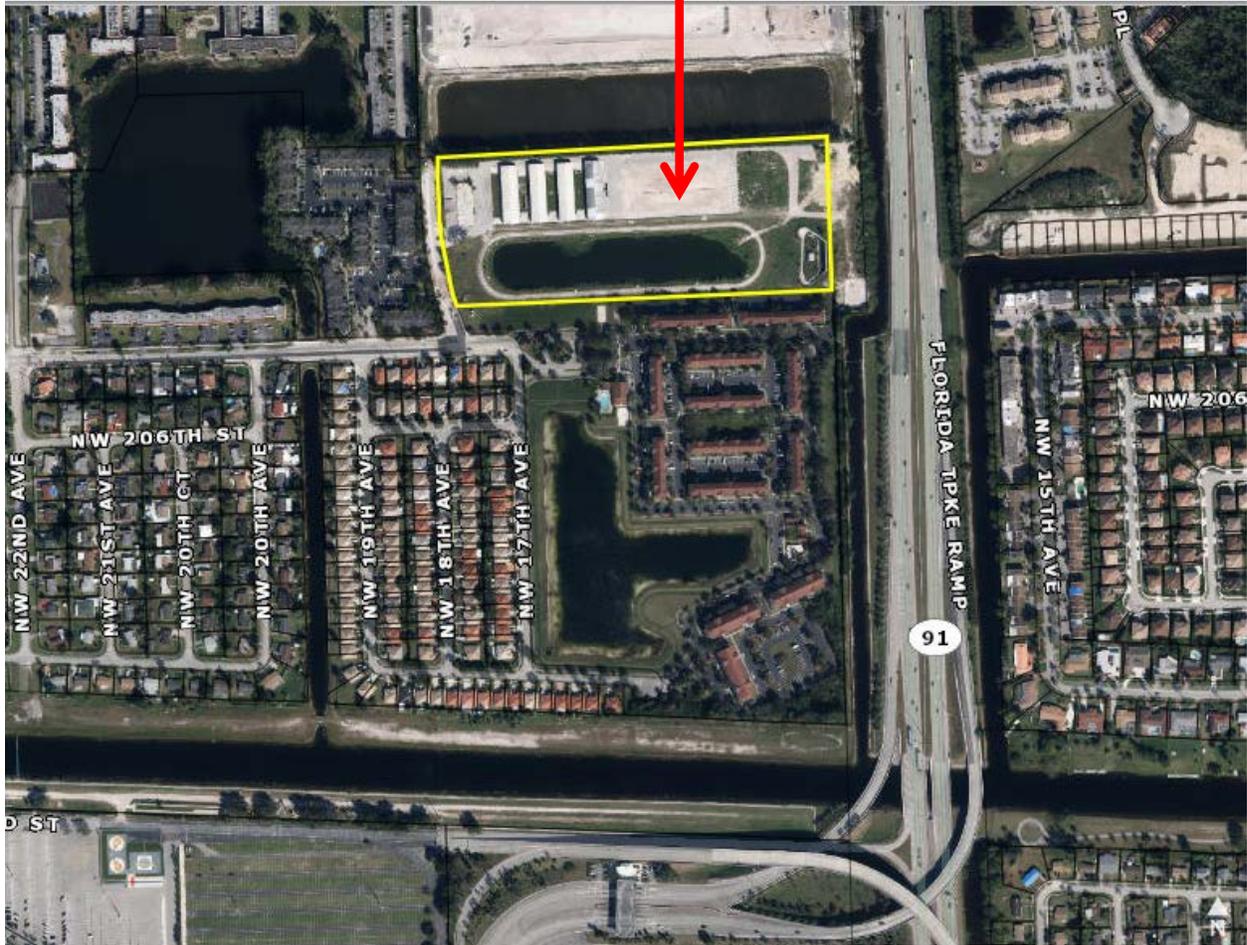
#### **Attachments:**

Attachment "A" - Hearing Area Map Aerial

Attachment "B" - Hearing Area Zoning Map

### Attachment "A" - Hearing Area Map Aerial

*Subject Property*

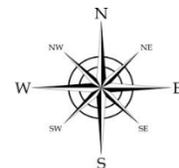


# HEARING AREA MAP



City of Miami Gardens  
Planning & Zoning Division

**SUBJECT PROPERTY:**  
**20775 NW 17TH AVE**  
**FOLIO NO. 34-1134-000-0045**





**EXHIBIT C**  
**CONCEPTUAL PLAN**



