



## CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

**Meeting Date:** July 28, 2010  
1515 NW 167<sup>th</sup> St., Bldg. 5, Suite 200  
Miami Gardens, Florida 33169  
**Next Regular Meeting Date:** July 14, 2010  
**Phone:** (305) 622-8000 **Fax:** (305) 622-8001  
**Website:** www.miamigardens-fl.gov  
**Time:** 7:00 p.m.

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

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

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
  - D-1) Regular City Council Minutes – June 23, 2010
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)

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

- F-1) Liz Valera, NSP Administrator - Recognition of new homeowners under the Neighborhood Stabilization Program
- F-2) Liz Valera, NSP Administrator - Neighborhood Stabilization Program quarterly Progress Report
- F-3) Employee Recognition – 5 Year Pin Presentation, Dr. Danny Crew, City Manager

**(G) PUBLIC COMMENTS**

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

**H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING AN ART IN PUBLIC PLACES FUND; ESTABLISHING PERMITTED USES OF FUNDS; PROVIDING FOR DEFINITIONS; PROVIDING FOR EXCLUSIONS; ESTABLISHING A COMMITTEE; ESTABLISHING GUIDELINES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**H-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA REQUIRING THE REGISTRATION OF ABANDONED PROPERTIES; PROVIDING FOR A REGISTRATION FEE; PROVIDING FOR A DEFINITIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN BARBARA WATSON)**

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

**I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 10 ENTITLED “CIVIL PENALTIES AND RELATED TERMS CONSTRUED” OF ORDINANCE NO. 2004-11-27 (CODE ENFORCEMENT PROCEDURES); DELETING SECTION 18**

**ENTITLED "SCHEDULE OF CIVIL PENALTIES" OF ORDINANCE NO. 2004-11-27; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING SECTION 8CC-10 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1<sup>st</sup> Reading – July 14, 2010)**

- I-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A SERIES 2010A GROUND LEASE; PROVIDING FOR THE GROUND LEASING OF CERTAIN REAL PROPERTY, FROM THE CITY OF MIAMI GARDENS, FLORIDA (THE "CITY") TO THE MIAMI GARDENS LEASING CORPORATION IN ORDER TO FACILITATE THE LEASE-PURCHASE BY THE CITY OF A NEW TOWN CENTER FACILITY CONTAINING A CITY HALL, POLICE STATION AND PARKING GARAGE TO BE LOCATED THEREON; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE (SPONSORED BY THE CITY MANAGER) (1<sup>st</sup> Reading – July 14, 2010)**

**(J) CONSENT AGENDA**

- J-1) 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 RENEWAL AGREEMENT WITH AVMED HEALTH PLANS FOR MEDICAL INSURANCE IN THE AMOUNT OF THREE MILLION, EIGHT HUNDRED EIGHTY FOUR THOUSAND, FIVE HUNDRED SIXTY FIVE DOLLARS (\$3,884,565.00), ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

- J-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING SUBSTANTIAL AMENDMENTS TO THE CITY OF MIAMI GARDENS' HOUSING POLICIES ATTACHED HERETO AS EXHIBIT A; PROVIDING**

**FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

- J-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A SECTION 3 ACTION PLAN, AS OUTLINED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
  
- J-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN GRANT AGREEMENT WITH THE CITY OF MIRAMAR THROUGH THE FEDERAL DEPARTMENT OF HOMELAND SECURITY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
  
- J-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN FIRST AMENDMENT TO THE 2007 MEMORANDUM OF AGREEMENT FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
  
- J-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI-DADE ECONOMIC ADVOCACY TRUST TO ESTABLISH THE MIAMI GARDENS/NORTH DADE STIMULUS INITIATIVE, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

- J-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH VILA AND SONS, LANDSCAPING CORP., ATTACHED HERETO AS EXHIBIT "A," FOR LANDSCAPE ARCHITECTURAL SERVICES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHTY-THREE THOUSAND, THIRTY-NINE DOLLARS AND 32/100 CENTS (\$383,039.32); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT WITH COMPLETE HEALTH AND FITNESS CONCEPTS, INC., ATTACHED HERETO IN SUBSTANTIAL FORM AS EXHIBIT "A," FOR FITNESS MANAGEMENT SERVICES AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY SEVEN THOUSAND, FIVE HUNDRED EIGHTY NINE DOLLARS AND 89/100 CENTS (\$147,589.89); AUTHORIZING THE CITY MANAGER TO RE-NEGOTIATE THE TERMS OF SAID AGREEMENT AND RENEW THE AGREEMENT FOR TWO (2) ADDITIONAL TWO YEAR RENEWAL TERMS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING COUNCILMAN MELVIN L. BRATTON'S APPOINTMENT OF JIMMY RAY BURKE TO THE NUISANCE ABATEMENT BOARD FOR A THREE (3) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN MELVIN L. BRATTON)**

**(K) RESOLUTIONS**

- K-1) A RESOLUTION OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2010-2011 WITH THE ROLLED-BACK RATE;**

**SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A WORK ORDER IN THE AMOUNT OF THREE MILLION, SEVEN HUNDRED TWELVE THOUSAND, TWENTY-EIGHT DOLLARS (\$3,712,028.00) TO URS CORPORATION FOR DESIGN SERVICES RELATED TO THE DESIGN AND CONSTRUCTION OF A CITY HALL COMPLEX, IN ACCORDANCE WITH THE AWARD OF A CONTINUING CONTRACT BETWEEN THE PARTIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**(M) REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK  
M-1) City Manager's Monthly Report**

**(N) REPORTS OF MAYOR AND COUNCIL MEMBERS**

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

**(P) ADJOURNMENT**

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT./ 2750, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT. 2750. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov).

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	July 28, 2010		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
					X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X				X		
				<b>Public Hearing:</b> <i>(Enter X in box)</i>	Yes	No	Yes
<b>Funding Source:</b>	<b>Various Departments / Grants</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Sponsor Name</b>	<b>Dr. Danny O. Crew, City Manager</b>		<b>Department:</b>	<b>Capital Improvements</b>			

**Short Title:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING AN ART IN PUBLIC PLACES FUND; ESTABLISHING PERMITTED USES OF FUNDS; PROVIDING FOR DEFINITIONS; PROVIDING FOR EXCLUSIONS; ESTABLISHING A COMMITTEE; ESTABLISHING GUIDELINES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

**Background**

Miami-Dade County implemented the Art in Public Places (AIPP) requirement in 1973, which is meant to capture and enhance local artistic culture.

In accordance with Section 2-11.15 (Art in Public Places) of the Miami-Dade County Code of Ordinances, each municipality within Miami-Dade County shall provide for the acquisition of works of art equivalent to not less than one and one-half (1 ½) percent of the construction cost of new public buildings.

In addition, the reimbursement of any grant funding provided by Miami-Dade County is contingent upon meeting the requirements of the aforementioned County ordinance. In order to obtain contracted grant funds, the Art in Public Places requirement must be met at the time of the construction project's completion.

**ITEM H-1) ORDINANCE  
FIRST READING  
Art in Public Places**

Implementing its own Art in Public Places (AIPP) program will prevent the City from having to pay fees to Miami Dade Cultural Affairs Department in order to administer the acquisition process, hence deducting from total funds available for the actual artwork. Furthermore, the City will direct guidance of the selection of the art once City staff manages its own Art in Public Places program.

The program shall consist of an Art in Public Places Advisory Committee (APPAC), in order to provide professional advice and recommendations for any art that is to be acquired in accordance with the county's Art in Public Places requirement.

The Miami Gardens APPAC shall consist of seven (7) members, comprised of local professionals in the field of art, architecture, interior design, art history, or architectural history.

### **Current Situation**

The City of Miami Gardens will soon embark on several capital projects for which compliance with the County's ordinance (Section 2-11.15) related to Art in Public Places is a requirement. Adoption of a Miami Gardens Art in Public Places Ordinance will allow Council and staff to have full control of the artwork selection process and associated funds.

### **Proposed Action:**

It is recommended that City Council authorize the City Manager to establish the City of Miami Gardens' own Art in Public Places (AIPP) program, as outlined in the attached description.

### **Attachment:**

Attachment A – Miami-Dade County Ordinance, Section 2-11.15.

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

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING AN ART IN PUBLIC PLACES FUND; ESTABLISHING PERMITTED USES OF FUNDS; PROVIDING FOR DEFINITIONS; PROVIDING FOR EXCLUSIONS; ESTABLISHING A COMMITTEE; ESTABLISHING GUIDELINES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County implemented the “Art in Public Places” (“AIPP”) requirements in 1973, to capture and enhance local artistic culture, and

WHEREAS, in accordance with Section 2-11.15, Miami-Dade County Code of Ordinances, each municipality within Miami-Dade County is required to provide funds, for the acquisition of works of arts, equivalent to not less than one and one-half (1 1/2) percent of the construction cost of a new public building, and

WHEREAS, the City of Miami Gardens will soon embark on several capital projects for which compliance with the County’s Art in Public Places Ordinance is a requirement, and

WHEREAS, the City desires to implement its own Art in Public Places Program, which will allow Council and City staff to have full control of the allocation of funds and the artwork selection process,

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.

1 Section 2. CREATION OF ORDINANCE: The City Council of the City of  
2 Miami Gardens hereby establishes an Art In Public Places Ordinance as follows:

3 A. Intent.

4  
5 The purpose of this Ordinance is to enhance the aesthetic environment of the  
6 City of Miami Gardens by including works of art on public property within the City  
7 on City construction projects.

8  
9 B. Definitions.

10 The following words, terms and phrases, when used in this Ordinance, shall have  
11 the meaning ascribed to them in this Section, except where the context clearly  
12 indicates a different meaning:

13  
14 1. *City construction project* means any construction contract to which the  
15 City is a party for the new construction of any City-owned building,  
16 facility, or other City-owned property, including but not limited to, parks,  
17 pools, recreation trails and golf courses.

18 2. *Construction cost* is defined to include architectural and engineering  
19 fees, and site work. It does not include land acquisition or subsequent  
20 changes to the construction contract. All construction costs shall be  
21 calculated as of the date the contract is executed.

22  
23 3. *Works of art* is defined as the application of skill and taste to  
24 production of tangible objects, according to aesthetic principles,  
25 including, but not limited to, paintings, sculptures, engravings,  
26 carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-  
27 reliefs, tapestries, photographs, lighting designs and drawings.

28  
29 C. Establishment of Art In Public Places Fund.

30  
31 The City's Art In Public Places Fund shall consist of the following:

32  
33 1. Monies appropriated to the fund by the City Council in accordance with  
34 this Ordinance.

35  
36 2. Monies donated to the fund by private individuals and organizations.

37  
38 3. Monies received by the City from award of federal or state grants for  
39 the acquisition or maintenance of works of art on public property or at  
40 public facilities in the City.

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- 1 D. Appropriations By the City to the Fund.  
2  
3 1. All appropriations of City funding for City construction projects shall  
4 include an appropriation of funds to the Art In Public Places Fund. The  
5 amount appropriated to the Art In Public Places Fund shall not be less  
6 than 1 1/2 percent of the construction cost of any City construction  
7 project, provided that no funds may be appropriated for this purpose  
8 from the ad valorem tax operations fund. The appropriation to the fund  
9 shall be made at the time of the award of the construction contract for  
10 said City construction project.  
11  
12 2. For City construction projects that are developed by persons and  
13 entities other than the City, but that are developed pursuant to a  
14 development agreement entered into with the City, or which involve the  
15 participation of the City as a ground lessor, the required appropriation  
16 shall be made at the same time as the appropriation of funding for the  
17 construction project and be based upon the construction cost,  
18 regardless of whether the construction cost is funded by the city or the  
19 person or entity other than the City.  
20  
21 3. In considering the required appropriation for a particular City  
22 construction project, the City Council may, by resolution:  
23  
24 a. Waive the required appropriation, finding such waiver to be in  
25 the best interest of the City;  
26  
27 b. Reduce the required appropriation amount; or  
28  
29 c. Find that the particular City construction project is not an  
30 appropriate site for works of art, and place all or a portion of the  
31 required appropriation in the Art in Public Places Fund for use at  
32 another site.  
33  
34 4. The City Council shall also consider whether the funding source for a  
35 particular City construction project is restricted by public bond covenants;  
36 federal, state or local laws; and/or legal parameters which would require  
37 that the appropriation be utilized on the particular City construction project  
38 site.  
39  
40 5. Prior to making a final determination as to the required appropriation for a  
41 City construction project, the City Council may consider the  
42 recommendation of the Art in Public Places Advisory Committee.

1 E. Permitted Uses of Art In Public Places Funds.

2  
3 Monies placed in the art in public places fund shall only be used for the following  
4 purposes:

5  
6 1. Acquisition of works of art to be located on City construction projects or on  
7 public property in the City or located in public buildings or in public  
8 facilities within the City in accordance with this Ordinance.

9  
10 2. Insurance, maintenance and preservation of works of art acquired by the  
11 City pursuant to this Ordinance.

12  
13 3. Expenses relating to the following:

14  
15 a. Research and evaluation by the City pertaining to proposed works  
16 of art, including opinions when necessary from outside experts  
17 and/or professional advisory committees;

18  
19 b. Expenses related to art contests sponsored by the City in  
20 connection with acquisitions of works of art, including related  
21 printing and distribution expenses;

22  
23 c. Administrative expenses relating to the operations of the Art in  
24 Public Places Program, including but not limited to supplies and  
25 equipment for the keeping of minutes and printing and distribution  
26 of board agendas and correspondence;

27  
28 d. Selected artist travel expenses, at the rates used Citywide and  
29 approved in advance by the City Manager.

30  
31 F. Exclusions.

32  
33 The provisions of this Ordinance shall not include the following types of City  
34 construction projects:

35  
36 1. Water and sewer related facilities, such as pump stations, water mains,  
37 water lines, sewer lines, treatment facilities, etc.

38  
39 2. Storm drainage infrastructure.

40  
41 3. Road construction or bridges.

42  
43 4. Streetscape beautification projects, which include but are not limited to,  
44 one or all of the following elements: resurfacing, new curbs, gutters,

1 pavers, sidewalks, landscaping, lighting, bus shelters, bus benches,  
2 street furniture and signage.

- 3  
4 5. City construction projects undertaken to reconstruct, or repair an  
5 existing public building or facility damaged or destroyed by a sudden  
6 unexpected turn of events, such as an act of God, riot, fire, flood,  
7 accident, or other urgent circumstance.  
8  
9 6. The construction, remodeling, repair or improvement to a public  
10 electric or gas utility system.  
11  
12 7. City construction projects undertaken to remodel, repair, or maintain of  
13 an existing public building or facility.  
14

15 G. Program Administration.

16  
17 The Art-in-Public-Places program shall be administered by the City Manager, or  
18 his or her designee.  
19

- 20 1. The City Manager shall act in the public interest upon all matters  
21 relating to the program and shall support the program's goals and  
22 objectives. The Department's responsibilities include the selection,  
23 planning, public education and curating of all works of art acquired by  
24 the program.  
25  
26 2. The City Manager shall have the following powers and duties:  
27  
28 a. To recommend to the City Council whether a particular  
29 proposed City construction project is an appropriate site for  
30 works of art and whether all or part of the appropriation  
31 required by this Ordinance should be utilized at the site, or  
32 reduced or waived in its entirety, or placed, whether in its  
33 entirety or a portion thereof, in the Art in Public Places fund  
34 for other acceptable uses.  
35  
36 b. To recommend to the City Council the selection of existing  
37 works of art or to determine whether to recommend the  
38 selection of new works of art, and screen submissions  
39 therefore, for the fulfillment of the requirements of this  
40 Ordinance.  
41  
42 c. To conduct contests and competitions in order to select  
43 works of art to be recommended for a particular site.  
44  
45 d. To recommend to the City Council the maintenance and  
46 insurance necessary to preserve and protect works of art.

- 1
- 2 e. To make a recommendation to the City Council regarding
- 3 proposed projects that include works of art and to participate
- 4 in the planning of such projects.
- 5
- 6 f. To recommend legislation concerning public works of art in
- 7 the City.
- 8
- 9 g. To make recommendations to the City Council regarding the
- 10 placement of proposed donations of works of art for
- 11 placement on public property in the City.
- 12
- 13 h. To perform all other duties and functions as requested by the
- 14 City Council.
- 15

16 H. Establishment of Art in Public Places Advisory Committee (APPAC).

17  
18 The APPAC shall be composed of seven (7) members appointed by the Mayor  
19 and City Council.

- 20
- 21 1. The Mayor and Council members shall each appoint one (1) member
- 22 to serve on the APPAC.
- 23
- 24 2. Each member of the APPAC shall be a professional in the field of art,
- 25 architecture, art history, or architectural history.
- 26
- 27 3. Each APPAC member shall serve a two-year term and may be
- 28 reappointed for a total of two (2) consecutive terms.
- 29
- 30 4. APPAC will screen submissions and will recommend to the City
- 31 Council for each acquisition not more than three (3) possible
- 32 selections, which may be existing works of art or new commissions.
- 33
- 34 5. For each acquisition, the City Council shall direct the APPAC to act as
- 35 a committee of the whole in determining selected works of art for
- 36 recommended acquisition.
- 37

38 I. Procedures for the Selection of Art.

- 39
- 40 1. The City Manager shall extend a formal Call to Artists for each public
- 41 art project to be implemented in conjunction with an applicable City
- 42 construction project. The Call to Artist shall invite artists to compete in
- 43 the form of an open entry or limited entry competition for the award of a
- 44 public art project.
- 45
- 46 2. The APPAC shall perform an initial evaluation and a secondary
- 47 evaluation of artists' submission in response to a Call to Artists. The

initial evaluation shall rank each artist's submission and result in the APPAC's recommendations of no less than three artists, who shall each be asked to submit an extended proposal of the work of art to be designed. The secondary evaluation shall rank each of the requested proposals, which were selected as a result of the initial evaluation. The highest ranked submission as a result of the secondary evaluation may be recommended to City Council for award.

- 3. The evaluations to be conducted by the APPAC in order to rank each Art in Public Places submission shall be performed in conjunction with the following evaluation criteria:

EVALUATION CRITERIA	POINTS AWARDED
Artistic design	0 – 40
Artist's approach for the goal to be accomplished	0 – 20
Ability of artist to achieve the goal of this project	0 – 20
Experience, qualifications, and references of the artist	0 – 10
City of Miami Gardens Local Preference	0 – 10

J. Guidelines for the Selection of Works of Art.

During the selection process, the following principles shall be observed:

- 1. Works of art shall be located in areas where residents and visitors congregate and shall be highly visible.
- 2. The inherently intrusive nature of public art on the lives of those frequenting public places should be considered when selecting works of art. Artworks reflecting enduring artistic concepts, not transitory ones, should be sought.
- 3. Selected works of art must reflect the cultural and ethnic diversity of the City without deviation from a standard of excellence.
- 4. Final selection shall also take into account appropriateness to the site, permanence of the work in light of environmental conditions at the site, maintenance requirements, quality of the work, diversity of artwork already acquired by the City, and the likelihood that the artist can successfully complete the work with available funding.

1 K. Ownership and Upkeep.

2  
3 Ownership of all works of art acquired by the City pursuant to this Ordinance is  
4 vested in the City of Miami Gardens. The City is charged with the custody,  
5 supervision, maintenance and preservation of such works of art. In each  
6 instance, the City shall acquire title to each work of art acquired.

7  
8 L. Personnel.

9  
10 The City Manager shall provide adequate and competent clerical and  
11 administrative personnel as may be reasonably required for the proper  
12 performance of its duties, subject to budget limitations.

13  
14 Section 3. CONFLICT: All ordinances or code provisions in conflict  
15 herewith are hereby repealed.

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

21 Section 5. INCLUSION IN CODE: It is the intention of the City  
22 Council of the City of Miami Gardens that the provisions of this Ordinance shall  
23 become and be made a part of the Code of Ordinances of the City of Miami  
24 Gardens and that the section of this Ordinance may be renumbered or relettered  
25 and the word "Ordinance" may be changed to "Chapter," "Section," "Ordinance"  
26 or such other appropriate word or phrase, the use of which shall accomplish the  
27 intentions herein expressed; provided, however, that Section 1 hereof or the  
28 provisions contemplated thereby shall not be codified.

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

3 PASSED ON FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
4 2010.

5 PASSED ON SECOND READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
6 2010.

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

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

**ATTEST:**

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

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DR. DANNY CREW, CITY MANAGER

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

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

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

- |   |                               |             |            |
|---|-------------------------------|-------------|------------|
| 1 | Mayor Shirley Gibson          | _____ (Yes) | _____ (No) |
| 2 | Vice Mayor Aaron Campbell     | _____ (Yes) | _____ (No) |
| 3 | Councilman Melvin L. Bratton  | _____ (Yes) | _____ (No) |
| 4 | Councilman Oliver Gilbert III | _____ (Yes) | _____ (No) |
| 5 | Councilman Andre' Williams    | _____ (Yes) | _____ (No) |
| 6 | Councilwoman Sharon Pritchett | _____ (Yes) | _____ (No) |
| 7 | Councilwoman Barbara Watson   | _____ (Yes) | _____ (No) |

Sec. 2-11.15. Works of art in public places.

1. *Art-in-public-places program.*

(a) *Appropriation for construction to include amount for works of art.* Miami-Dade County and each municipality in Miami-Dade County shall provide for the acquisition of works of art equivalent in value to not less than one and one-half (1 1/2) percent of the construction cost of new governmental buildings, provided that no funds may be appropriated for this purpose from the ad valorem tax operations fund. To the extent the total appropriation is not used for the acquisition of works of art for said buildings, the remainder may be used for:

- (1) Program administrative costs, insurance costs or for the repair and maintenance of any works of art acquired under this section; or
- (2) To supplement other appropriations for the acquisition of works of art under this section or to place works or art in, on, or near government facilities which have already been constructed.

(b) *Waiver of requirements.* The requirements of subsection (a) may be waived by resolution of the Board of County Commissioners of Miami-Dade County when and if it appears to said Board that a construction project covered hereunder is not appropriate for application of the above requirements.

(c) *Definitions.* For the purpose of this section, the following terms are hereby defined:

- (1) *Works of art* is defined as the application of skill and taste to production of tangible objects, according to aesthetic principles, including, but not limited to, paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, lighting designs and drawings.
- (2) *Construction cost* is defined to include architectural and engineering fees, site work, and contingency allowances. It does not include land acquisition or subsequent changes to the construction contract. All construction costs shall be calculated as of the date the contract is executed.

2. *Art-in-Public-Places Trust.* There shall be an Art-in-Public-Places Trust to administer the program.

(a) *Purpose.* The Trustees of the Art-in-Public-Places Trust shall act in the public interest upon all matters relating to the program and shall support the program's goals and objectives. The Trustees' responsibilities include the selection, maintenance, planning, public education and curating of all works of art acquired by the program.

- (1) *Membership; qualifications.* The Trust shall be composed of fifteen (15) Trustees appointed to staggered terms by the Board of County Commissioners, serving

without compensation. Each Board member shall be appointed to a term which shall end concurrently with the last day of the term of the County Commissioner who appointed the Board member, as provided in Section 2-38.2 of this Code. If a vacancy occurs prior to the expiration of the Board member's term, the County Commissioner who appointed that member shall appoint a new member to fill the balance of the term. Additionally, the Mayor shall appoint two (2) members of the Board of County Commissioners to sit as ex officio Trustees. Each Trustee must be knowledgeable in public art, must be a resident of Miami-Dade County and may not operate, own or be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of art work. Membership is governed by Sections 2-11.38 and 2-11.39 of the Miami-Dade County Code.

- (2) Term of office. No trustee shall serve more than eight (8) consecutive years on the Council; provided that this limitation shall not be applicable to Trustees with unexpired terms on November 1, 1993 who were reappointed after that date. Nothing shall prohibit any individual from being reappointed to the Trust after a hiatus of two (2) years.
  - (3) Duties. The Trustees shall prepare a master art plan to ensure a coherent acquisition program and implementation guidelines, both of which shall be approved by the Board of County Commissioners. The Trustees shall approve all program acquisitions in accordance with the master art plan and implementation guidelines and shall oversee the public education, and curatorial aspects of the program. The Trustees shall recommend to the County Manager an Executive Director, a budget for staff and other expenditures necessary to operate the program and shall deliver an annual report to the Board of County Commissioners.
- (b) *Professional Advisory Committee.* The Professional Advisory Committee shall be composed of eleven (11) members appointed by the Trust, and shall be compensated for professional services in accordance with a schedule established by the Trust, although this shall not preclude donation of such services.
- (1) Membership, qualifications. Each member of the professional advisory committee shall be a professional in the field of art, architecture, art history, or architectural history. Members' reasonable expenses shall be reimbursed at a uniform rate to be established from time to time by the Trust.
  - (2) Term of office. Each Professional Advisory Committee member shall serve a two-year term and may be reappointed for a total of three (3) consecutive terms.
  - (3) Duties. The Professional Advisory Committee will screen submissions and will recommend to the Trust for each acquisition not more than three (3) possible selections, which may be existing works of art or new commissions.

- (4) Proceedings. For each acquisition the Trust shall direct the Professional Advisory Committee to act as a committee of the whole or in smaller subcommittees.
- (c) *Selections of works of art.* All acquisitions will be in accordance with the master art plan. Trustees shall approve each acquisition from those elections recommended by the Professional Advisory Committee. The County Manager will negotiate and execute appropriate contracts to acquire each approved work of art. Funds may be aggregated to acquire works of art.
  - (1) Selection criteria. In the selection process, the following principles shall be observed:
    - a. Works of art shall be located in areas where residents and visitors live and congregate and shall be highly accessible and visible.
    - b. Areas used by tourists, including the airport, seaport, beaches, parks and thoroughfares, shall each have a separate master plan which shall be incorporated as a portion of the master art plan.
    - c. The Trustees should consider the inherently intrusive nature of public art on the lives of those frequenting public places. Artworks reflecting enduring artistic concepts, not transitory ones, should be sought.
    - d. The Trust's selections must reflect the cultural and ethnic diversity of this County without deviation from a standard of excellence.
    - e. Final selection shall also take into account appropriateness to the site, permanence of the work in light of environmental conditions at the site, maintenance requirements, quality of the work, likelihood that the artist can successfully complete the work within the available funding, diversity of works already acquired by the Trust, diversity of the artists whose work has been acquired by the Trust.
  - (d) *Master art plan and implementation guidelines.* The Trustees shall adopt and publish a master art plan and written uniform guidelines to govern the manner and method of the submission of proposed works of art to the Professional Advisory Committee, the process by which the Professional Advisory Committee shall make recommendations to the Trustees and the process by which the Trustees shall approve acquisition. These shall be approved by the Board of County Commissioners. Purchases and Commissions pursuant to such approved guidelines shall be reflected on the information section of the Commission agenda, but shall not require Commission approval.
3. *Ownership and Upkeep.* Ownership of all works of art acquired by the County under this section is vested in Miami-Dade County. The Art-in-Public-Places Trust is charged with the custody, supervision, maintenance and preservation of such works of art. In each instance, the County shall acquire title to each work of art acquired.

4. *Personnel.* The County Manager shall provide adequate and competent clerical and administrative personnel as may be reasonably required by the Trust for the proper performance of its duties, subject to budget limitations.

(Ord. No. 73-77, §§ 1--4, 9-18-73; Ord. No. 78-75, § 1, 11-7-78; Ord. No. 82-90, § 1, 9-21-82; Ord. No. 82-112, § 1, 12-21-82; Ord. No. 84-14, § 1, 2-7-84; Ord. No. 94-12, § 1, 1-18-94; Ord. No. 98-18, § 1, 2-3-98)

**Editor's note:** Ord. No. 73-77, § 5, provided for inclusion of the ordinance as a part of this Code, but did not specify the manner of inclusion; hence, codification of §§ 1--4 as § 2-11.15 was at the discretion of the editors.

**Cross references:** Center for Fine Arts, § 2-301 et seq.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	<i>July 28, 2010</i>		<b>Item Type:</b> <small>(Enter X in box)</small>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <small>(Enter X in box)</small>	Yes	No	<b>Ordinance Reading:</b> <small>(Enter X in box)</small>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <small>(Enter X in box)</small>	Yes	No	Yes
<b>Funding Source:</b>	<b>Development Services Fund-Building and Code</b>		<b>Advertising Requirement:</b> <small>(Enter X in box)</small>	<b>Yes</b>		<b>No</b>	
							X
<b>Contract/P.O. Required:</b> <small>(Enter X in box)</small>	Yes	No	<b>RFP/RFQ/Bid #:</b>	<i>N/A</i>			
		X					
<b>Sponsor Name</b>	Councilwoman Barbara Watson		<b>Department:</b>	<i>Mayor and Council</i>			

**Short Title:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA REQUIRING THE REGISTRATION OF ABANDONED PROPERTIES; PROVIDING FOR A REGISTRATION FEE; PROVIDING FOR DEFINITIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ENFORCEMENT; 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:**

The purpose of this program will be to compile a list of homes that are vacant and/or abandoned throughout the City of Miami Gardens. The list will be generated as a part of the Code Compliance Division’s abandoned or vacant property enforcement process. This information will be shared with the police department in the event of a call for service or problem that arises at the vacant or abandoned property location. This list will identify what party has care/custody of the property and as a part of the code enforcement process and the property owners will be required to place signage on the home that alerts neighbors on who to call to report suspicious activity.

**PROPOSED PROCESS:**

- Property owner contacts the city to register abandoned property, and pays a fee to be established by resolution.
- A decal will be provided by the City but placed on the property by the owner.

**ITEM H-2) ORDINANCE  
FIRST READING  
Registration of Abandoned Properties**

- The cost of the decal will be passed on the owner (Estimated cost \$10.00)
- Code compliance will compile a list of all of the abandoned properties which will identify which parties live and /own the properties.
- If a Code Officer identifies an abandoned property that has not been registered with the City, the officer may enforce this ordinance in accordance with the City's code enforcement procedures.

### **Administrative Cost Estimate:**

- Initial Decal Purchase: \$ 1,500.00
- Education Campaign: \$ 3,500.00
- Estimated Cost: \$ 5,000.00**

### **Proposed Action:**

That the City Council adopt the attached resolution creating the vacant/abandoned property watch list program.

### **Attachment:**

Exhibit A: Proposed Decal Layout

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

1  
2  
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA REQUIRING THE REGISTRATION  
5 OF ABANDONED PROPERTIES; PROVIDING FOR A  
6 REGISTRATION FEE; PROVIDING FOR DEFINITIONS;  
7 PROVIDING FOR PENALTIES; PROVIDING FOR ENFORCEMENT;  
8 PROVIDING FOR ADOPTION OF REPRESENTATIONS;  
9 REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A  
10 SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN  
11 CODE; PROVIDING AN EFFECTIVE DATE.  
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14 WHEREAS, due to the current economic climate and the number of abandoned  
15 residential properties within the City, there is an opportunity for squatters to break into  
16 these properties and reside there unbeknownst to the owners of these properties, and

17 WHEREAS, this problem is worsening due to the current foreclosure crisis, and

18 WHEREAS, Councilwoman Barbara Watson is proposing that the City Council  
19 adopt an ordinance requiring a registration procedure for abandoned residential  
20 properties within the City of Miami Gardens, and

21 WHEREAS, in accordance with the proposed Ordinance, the City, through its  
22 Code Compliance Division will identify abandoned properties, that have not been  
23 registered and write violations for failure to comply, and

24 WHEREAS, violations will be processed through the City's Code Enforcement  
25 and Property Maintenance Ordinance, and

26 WHEREAS, the Code Compliance Division will maintain a list of these properties,  
27 which will identify which parties live in and/or own these abandoned properties and the  
28 same will be provided to the Police Department in the event of a "call for service,"

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

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

4           Section 2.   ADOPTION OF ORDINANCE:   The City Council of the City of  
5 Miami Gardens hereby adopts an Ordinance requiring the registration of abandoned  
6 properties as outlined below.

7           Section 3.   PURPOSE: The purpose of this Ordinance is to provide a  
8 mechanism whereby the City and its residents are made aware of abandoned  
9 properties within their respective neighborhoods, so that they can be mindful of and  
10 report suspicious behavior that can occur around these properties.

11          Section 4.   DEFINITION: As used herein, the following terms shall have the  
12 following meanings:

13           a) *Abandoned* shall mean any condition that on its own, or combined with other  
14 conditions, would lead a reasonable person to believe that the property is  
15 vacant. Such conditions may include, but not be limited to, overgrown or dead  
16 vegetation; potential for collapsing, falling or burning; disconnected electricity,  
17 water, or other utilities; stagnant swimming pool, or other evidence that the  
18 property is vacant.

19  
20           b) *Code enforcement officer or inspector* means any authorized agent or  
21 employee of the city whose duty it is to assure code compliance.  
22

23           c) *Mortgagee* means the creditor, including but not limited to, trustees; service  
24 companies; lenders in a mortgage agreement; any agent, servant, or  
25 employee of the creditor; any successor in interest; or any assignee of the  
26 creditor's rights, interests or obligations under the mortgage agreement. For  
27 purposes of this article only, the term mortgagee does not apply to  
28 governmental entities.  
29

30           d) *Owner* means every person, entity, or service company, who alone or  
31 severally with others:  
32

1 (1) Has the legal or equitable title to any dwelling, dwelling unit, mobile  
2 dwelling unit, building, structure, or parcel of land, vacant or otherwise,  
3 including a mobile home park; or  
4

5 (2) Has care, charge, or control of any dwelling, dwelling unit, mobile dwelling  
6 unit, building, structure, or parcel of land, vacant or otherwise, including a  
7 mobile home park, in any capacity including, but not limited to, agent,  
8 executor, executrix, administrator, trustee, or guardian of the estate of the  
9 holder of legal title; or  
10

11 (3) Is a mortgagee in possession of any such property; or  
12

13 (4) Is an agent, trustee, or other person appointed by the courts and vested  
14 with possession or control of any such property; or  
15

16 (5) Is a person who operates a rooming house.  
17

18 e) *Property* means any real property, or portion thereof, located in the city,  
19 including buildings or structures situated on the property. For the purposes of  
20 this article only, property does not include commercial property or property  
21 owned or subject to the control of the city or any other governmental bodies.  
22

23 Section 5. REQUIREMENTS:

24 All owners of abandoned properties as defined herein, shall be required to  
25 register said property with the City. Said registration shall include the following:

26 a) The registration shall state the property address; the owner's name,  
27 mailing address, and telephone number; and email address.  
28

29 b) All property registrations are valid for one calendar year, and there shall  
30 be no registration fee.  
31

32 c) Once a property is no longer abandoned, the owner must provide proof of  
33 sale or written notice and proof of occupancy to the city.  
34

35 d) Owners who have registered a property under this Ordinance must report  
36 any change of information contained in the registration within ten (10)  
37 days of the change.  
38

39 f) Upon registration, abandoned properties must be posted with a decal to be  
40 provided by the City.  
41

42 Section 6. Registration Fee.

1           The City Council shall establish the registration fee by separate resolution.

2           Section 7.           Penalty; Enforcement.

3

4           This Ordinance shall be enforced in accordance with the City's Code Enforcement  
5 Ordinance No. 2004-11-27, as amended, and Property Maintenance Ordinance 2005-13-  
6 51, as amended. Any person found in violation of this Ordinance shall be punished by a  
7 fine not to exceed five hundred dollars (\$500.00) per violation, or by imprisonment not to  
8 exceed sixty (60) days, or both.

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

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

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

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

24          PASSED ON FIRST READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2010.

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

2 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI

3 GARDENS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_ DAY OF

4 \_\_\_\_\_, 2010.

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SHIRLEY GIBSON, MAYOR

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11 ATTEST:

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

16

17 PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

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19

20 SPONSORED BY: Councilwoman Barbara Watson

21

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

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25

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

27

28

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

30

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

32 Vice Mayor Aaron Campbell \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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

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

35 Councilman Andre' Williams \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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

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

38

39

**CITY OF MIAMI GARDENS  
RESIDENTIAL ZERO TOLERANCE ZONE**

**NO TRESPASSING PERMITTED  
ON THIS PREMISES**

The seal is a large, yellow, five-pointed star shape. In the center is a circular emblem featuring a palm tree, a bridge, and a sun. The text 'CITY OF MIAMI GARDENS' is written around the top of the circle, and '20th ANNIVERSARY' is written around the bottom. Two smaller yellow star shapes are positioned on either side of the central emblem, each containing a year: '2003' on the left and '2008' on the right.

**CITY OF MIAMI GARDENS POLICE OFFICERS ARE  
AUTHORIZED TO ARREST ANY PERSONS TRESPASSING  
UPON THIS PROPERTY**

**TO REPORT AN INCIDENT OR SUSPICIOUS ACTIVITY  
CONTACT THE MIAMI GARDENS POLICE DEPARTMENT  
AT 305-474-MGPD (6473)**

**CITY OF MIAMI GARDENS  
RESIDENTIAL ZERO TOLERANCE ZONE**

**NO TRESPASSING PERMITTED  
ON THIS PREMISES**

**2003**

**2008**

**TRESPASSERS WILL BE ARRESTED BY  
THE MIAMI GARDENS POLICE DEPARTMENT**

**TO REPORT A SUSPECTED TRESPASSER  
CONTACT THE MIAMI GARDENS POLICE DEPARTMENT  
AT 305-474-MGPD (6473)**



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	July 28, 2010		<b>Item Type:</b> <small>(Enter X in box)</small>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
					X		
<b>Fiscal Impact:</b> <small>(Enter X in box)</small>	Yes	No	<b>Ordinance Reading:</b> <small>(Enter X in box)</small>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X				x	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <small>(Enter X in box)</small>	<b>Yes</b>		<b>No</b>	
					x		
<b>Contract/P.O. Required:</b> <small>(Enter X in box)</small>	Yes	No	<b>RFP/RFQ/Bid #:</b>				
		X					
<b>Sponsor Name</b>	Dr. Danny Crew, City Manager		<b>Department:</b>	Building and Code Compliance			
<b>Short Title:</b>							

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

### Staff Summary:

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

### Proposed Action:

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

**Attachment:**

- 1- Section 162.09, Florida Statutes
- 2- Section 8CC-10, Miami-Dade County Code of Ordinances

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

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

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

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

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

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

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

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

---

Language deleted is stricken through and language added is underlined

1 Section 10. Civil Penalties and Related Terms Construed.

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

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

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

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

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

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

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

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Language deleted is stricken through and language added is underlined

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

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

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

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

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

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

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

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

---

Language deleted is stricken through and language added is underlined

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

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

9 PASSED ON FIRST READING ON THE 14th DAY OF JULY, 2010.

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

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

15  
16  
17  
18  
19  
20

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

21 **ATTEST:**

22  
23  
24  
25  
26  
27

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

28 PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

29  
30

SPONSORED BY: DR. DANNY CREW, CITY MANAGER

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

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

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

10  
11  
12  
13  
14  
15  
16  
17

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

---

Language deleted is stricken through and language added is underlined

Select Year:

## The 2009 Florida Statutes

[Title XI](#)  
 COUNTY ORGANIZATION AND  
 INTERGOVERNMENTAL RELATIONS

[Chapter 162](#)  
 COUNTY OR MUNICIPAL CODE  
 ENFORCEMENT

[View Entire  
 Chapter](#)

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

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

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

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

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

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

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

paragraph (b).

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

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

**Note.**--Former s. 166.059.

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	July 28, 2010		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
					x		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		x				x	
				<b>Public Hearing:</b> <i>(Enter X in box)</i>	Yes	No	Yes
						x	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
				x			
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>	n/a			
		x					
<b>Sponsor Name</b>	Danny Crew, City Manager		<b>Department:</b>	City Manager's Office			

**Short Title:**

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

**Staff Summary:**

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

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

**ITEM I-2) ORDINANCE  
SECOND READING/PUBLIC HEARING  
A Series 2010A Ground Lease**

**Proposed Action**

RECOMMENDATION: To approve the Ordinance leasing the land.

**Attachment:**

ORDINANCE NO. 2010

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

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

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

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

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

**ORDINANCE NO. 2010**

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

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

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

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

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

**ORDINANCE NO. 2010**

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

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

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

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

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

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

**ORDINANCE NO. 2010**

1 Council shall adopt a subsequent resolution authorizing the financing of certain of its capital  
2 needs including the Series 2010A Facilities through a master lease program and approving  
3 the forms of and authorizing the execution and delivery of the Master Lease, Schedule  
4 2010A and certain other documents in connection therewith (the "Subsequent Resolution").

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

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

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

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

21 PASSED ON FIRST READING ON THE 14<sup>th</sup> DAY OF JULY, 2010.

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

23

ORDINANCE NO. 2010

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

4  
5  
6 \_\_\_\_\_  
7 SHIRLEY GIBSON , MAYOR

8 ATTEST:  
9

10  
11 \_\_\_\_\_  
12 RONETTA TAYLOR, MMC, CITY CLERK  
13

14  
15 Prepared by Greenberg Traurig, P.A., Bond Counsel

16 APPROVED AS TO FORM  
17

18 \_\_\_\_\_  
19 SONJA K. DICKENS, CITY ATTORNEY

20  
21 SPONSORED BY: DANNY O. CREW, CITY MANAGER  
22

23  
24 MOVED BY: \_\_\_\_\_  
25

26 SECONDED BY: \_\_\_\_\_  
27

**VOTE:**

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

1  
2  
3

**EXHIBIT A**  
**FORM OF SERIES 2010A GROUND LEASE**

4 MIA 181.303.301v2122872.010100

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**Series 2010A GROUND LEASE**

**Dated as of [November 1, 2010]**

**between**

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

**and**

**MIAMI GARDENS LEASING CORPORATION,  
as Lessee**

**(Series 2010A Facility Sites)**

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**TABLE OF CONTENTS**

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

[SEAL]

**CITY OF MIAMI GARDENS, FLORIDA**

Attest:

By: \_\_\_\_\_  
[ ]  
Mayor

By: \_\_\_\_\_  
Ronetta Taylor, MMC  
City Clerk

[SEAL]

**MIAMI GARDENS LEASING CORPORATION**

Attest:

By: \_\_\_\_\_  
[ ]  
President

By: \_\_\_\_\_  
Ronetta Taylor, MMC  
Secretary

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

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

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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

- Personally known to me, or
- Produced identification

\_\_\_\_\_  
(Type of Identification Produced)

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

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

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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

- Personally known to me, or
- Produced identification

\_\_\_\_\_  
(Type of Identification Produced)

**EXHIBIT A**

**SERIES 2010A FACILITY SITES**

**A. Description of Real Estate**

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

**B. Permitted Encumbrances**

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