



## **CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Xavier M. Garcia**

**Vice Mayor Roslyn Buckner  
Councilman Billy Bain**

**Councilman Bob Best  
Councilman Jaime Petralanda**

*Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."*

### **CITY COUNCIL REGULAR MEETING AGENDA Monday, August 22, 2016 – 7:00 p.m. City Hall, Council Chambers, 201 Westward Drive**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Petralanda  
  
**Salute to the Flag:** Audience Participation
- 3. Awards & Presentations:**
  - A) Presentation of Certificate of Sincere Appreciation Plaque to Moira Ramos in Recognition of 35 Years of Dedicated Service to the City of Miami Springs Finance Department
  - B) Presentation of Certificate of Sincere Appreciation Plaque to Sgt. Thomas Kelly in Recognition of 35 Years of Dedicated Service to the City of Miami Springs Police Department
  - C) Recognizing Reverend Susan Keedy for her years of service to All Angels Academy and Episcopal Church in Miami Springs
  - D) Recognizing long-time Miami Springs resident Eloise Head on her 92<sup>nd</sup> birthday
  - E) Recognizing Nicole San Martin for her Community Service at the Butterfly Garden in front of the Library
  - F) Presentation by Jorge Ferrer, Bermello & Ajamil, on the Aquatic Facility Punchlist Completion Timeline
- 4. Open Forum:** Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins.
- 5. Approval of Council Minutes:**
  - A) August 1, 2016 - Workshop Meeting
  - B) August 8, 2016 - Regular Meeting

**6. Reports from Boards & Commissions:**

A) Board of Adjustment – Approval of Actions Taken at their Meeting of August 9, 2016 Subject to the 10-day Appeal Period Actions by BOA

**7. Public Hearings:** None.

**8. Consent Agenda: (Funded and/or Budgeted):**

A) Recommendation by Golf that Council approve an increase to the City's current open purchase order with Coca Cola Beverages, as a sole source provider of their products, in an amount not to exceed \$2,000.00, for purchase of Coca Cola products for resale as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code

B) Recommendation by Golf that Council approve an increase to the City's current open purchase order with The Anderson's, INC, as a sole source provider and manufacturer of their products, in an amount not to exceed \$5,000.00, for micro granulated fertilizers for the greens at the golf course as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code

C) Recommendation by Golf that Council approve an increase to the City's current open purchase order with Harrell's, piggybacking off the Miami Dade contract # 9020-1/19-1, in an amount not to exceed \$10,000.00, for customized liquid fertilizers for the golf course as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code

D) Recommendation by Golf that Council approve an increase to the City's current open purchase order with Howard's Fertilizer and Chemical, utilizing the Town of Davie # B14-25 contract, in an amount not to exceed \$10,000.00, for fertilizer blends for the golf course as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code

E) Recommendation by Golf that Council approve an increase to the City's current open purchase order with Florida Superior Sand, Inc., utilizing Miami Dade County contract # 9408-1/14-1, in an amount not to exceed \$6,000.00, for medium grade sand for the golf course as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code

F) Recommendation by Public Works that Council approve an increase to the City's current open Purchase order with Miami Tiresoles, utilizing Miami Dade County contract #15/17-07-0220 in an amount not to exceed \$3,000.00, for tire which exceeds the originally budgeted amount of \$30,000.00 in the FY 15/16 Budget pursuant to Section §31.11(E)(6)(g) of the City Code

**9. Old Business:**

A) Appointments to Advisory Boards by the Mayor and Council Members

B) East Side Parking Issue Update

**10. New Business:**

A) Consideration of approval of a five year renewal agreement with American Traffic Solutions to maintain the City's Red Light Camera Enforcement Program

B) Recommendation from Police that the Council approve the use of metal detectors by the Miami Springs Police Department at the entrance to City Hall prior to any Regular, Special or workshop meetings held in the Council Chambers

C) Recommendation by the Police Department that Council approve an expenditure of \$12,200.00, to City of Miami Police Training Center, the lowest responsible quote after obtaining three written quotes (attached), for tuition for two (2) Police Recruits this September, as funds are available in the FY15/16 Budget, pursuant to Section §31.11(C)(2) of the City Code

D) Consideration of temporary installation of wallscape signage for future Council determination of related ordinance amendments

E) Discussion of possible locations and the planning phases for the construction of a new multi-purpose facility that will include a Senior Center

F) Recommendation from Board of Parks and Parkways to renovate coral rock walls in the median along Morningside Drive from Navarre Street to Minola Drive

**11. Other Business: None.**

**12. Reports & Recommendations:**

- A) City Attorney
- B) City Manager
- C) City Council

**13. Adjourn**

Please visit [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov) for current meeting schedule or follow us on  [@MIAMISPRINGSFL](https://twitter.com/MIAMISPRINGSFL)

Live streaming video of this meeting is available at <http://www.miamisprings-fl.gov/webcast>.

Anyone wishing to obtain a copy of an agenda item may contact the City Clerk at (305) 805-5006, download the complete agenda packet from [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov) or view the materials at City Hall during regular business hours.

Pursuant to Florida Statute 286.0114, the City Council provides the public with a reasonable opportunity to be heard on all matters.

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he 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 made (F. S. 286.0105), all of which the City does not provide.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: (305) 805-5006, no later than seven (7) days prior to the proceeding.

Pursuant to Sec. 2-11.1 (S) of the Miami-Dade County Code and Miami Springs Code of Ordinances Chapter 33 - §33-20, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk.



# ***CERTIFICATE OF APPRECIATION***

Presented to

***MOIRA RAMOS  
ACCOUNT SYSTEM FINANCE ANALYST***

*In recognition of 35 years and 4 months of dedicated service to the*

***CITY OF MIAMI SPRINGS  
FINANCE DEPARTMENT***

*From April 20, 1981 to August 31, 2016.*

*Presented this 22<sup>nd</sup> day of August, 2016.*

**CITY OF MIAMI SPRINGS, FLORIDA**

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Zavier M. Garcia  
Mayor

**ATTEST:**

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Erika Gonzalez-Santamaria, MMC  
City Clerk



# ***CERTIFICATE OF APPRECIATION***

Presented to

***THOMAS D. KELLY  
POLICE SERGEANT***

*In recognition of 35 years of dedicated service to the*

***CITY OF MIAMI SPRINGS  
POLICE DEPARTMENT***

**CITY OF MIAMI SPRINGS, FLORIDA**

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Zavier M. Garcia  
Mayor

**ATTEST:**

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Erika Gonzalez-Santamaria, MMC  
City Clerk



# ***CERTIFICATE OF RECOGNITION***

Presented to

***ELOISE HEAD***

Mrs. Head settled into Miami Springs in 1966 has been a resident of Miami Springs for 55 years.

Mrs. Head was born on November 30, 1924 and recently celebrated her 92<sup>nd</sup> birthday.

The City Council and citizens of Miami Springs honor a longtime resident and extend best wishes on her 92<sup>nd</sup> birthday.

Presented this 22<sup>nd</sup> day of August, 2016.

**CITY OF MIAMI SPRINGS, FLORIDA**

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Zavier M. Garcia  
Mayor

**ATTEST:**

---

Erika Gonzalez-Santamaria, MMC  
City Clerk



## ***CERTIFICATE OF RECOGNITION***

Presented to

***Nicole San Martin***

a Miami Springs resident and  
student at Our Lady of Lourdes Academy  
who revitalized the Butterfly Garden  
in front of the Miami Springs Branch Library  
by planting approximately 20 plants  
for academic community service hours and  
to benefit the butterfly population  
which is becoming less abundant  
due to habitat destruction.

Presented this 22<sup>nd</sup> day of August, 2016.

**CITY OF MIAMI SPRINGS, FLORIDA**

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Zavier M. Garcia  
Mayor

**ATTEST:**

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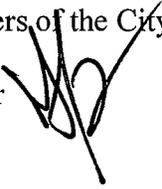
Erika Gonzalez-Santamaria, MMC  
City Clerk



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**Via:** William Alonso, City Manager/ Finance Director 

**From:** Tammy Romero, ACM

**Subject:** Punch list for Aquatic Center

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Per email (Attachment "A") from Jorge Ferrer (City's hired Project Manager) is the latest status on the new Aquatic Center punchlist items (categorized by rooms) (Attachment "B") from Lunacon Construction. As Jorge mentions in his email, although the majority of the items show completed, they are still pending his and City staffs verification.

Additionally as noted, the pool deck finish, pool deck drainage and rust on the pool slide are items that will take a longer time to complete.

A final verification and walk thru is expected to take place before the end of the month with the exception of the 3 items mentioned above.

Jorge Ferrer (B&A) and Emilio (Lunacon) are available for any questions you may have.

**Tammy Romero**

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**From:** Jorge Ferrer [JFerrer@bermelloajamil.com]  
**Sent:** Wednesday, August 17, 2016 1:25 PM  
**To:** Tammy Romero  
**Cc:** William Alonso; Omar Luna  
**Subject:** MSAC - Lunacon Punchlist Status  
**Attachments:** 2016-08-17 MSAC Punch List - Status Report.pdf

Tammy,

Attached is the latest status on the MSAC punchlist items from Lunacon Construction. The items listed in their spreadsheet were taken directly from the punchlist I generated during my walk-thru at the beginning of July and submitted to them for corrective measures. Based on this latest status report the majority of the items have been completed and are pending verification from me and City staff. There are a few items like the pool deck finish, pool deck drainage and rust on the pool slide that will take a longer time to complete. The intent is to perform a final verification walk thru with Lunacon once all items (other than the 3 mentioned above) have been completed. I envision this walk-thru taking place before the end of the month. As discussed I will be there Monday night to discuss the punchlist and respond to any questions that Council may have.

Regards,

.....  
JORGE FERRER  
Partner | Project Manager

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Miami, FL 33133

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## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
<b>MAIN ENTRANCE - EXTERIOR</b>							
	Main Entrance Exterior		X	X		Lunacon	Clean construction dust from all surfaces.
	Main Entrance Exterior		X	X		E-tech	Complete installation of low voltage system components.
	Main Entrance Exterior		X	X		Lunacon / Environtech	Seal all wall/roof penetrations.
	Main Entrance Exterior		X	X		Curtis Painting	Touch up paint needed on numerous wall surfaces. All painted surfaces shall look homogeneous. Wall patches shall not be visible or noticeable.
	Main Entrance Exterior	1	X	X		E-tech	As previously discuss, cutback lightning rod and cable as minimally required. Location and installation is not aesthetically pleasing (both locations). Tie back cable tight to the column.
	Main Entrance Exterior	3	X	X		Lunacon	Seal gap between edge of wall and concrete slab. Filler is coming apart.
	Main Entrance Exterior	4	X	X		Cevacon / Curtis Painting	Patch and paint around light fixture.
	Main Entrance Exterior	5	X	X		Curtis Painting	Water valve box needs to be cleaned. Touch up paint around it as needed. "WATER" sign is fading and needs to be redone.
	Main Entrance Exterior	5	X	X		Curtis Painting	Remove paint drip marks from wall near water valve box.
	Main Entrance Exterior	6	X	X		Cevacon / Curtis Painting	Patch and paint around fire alarm device.
	Main Entrance Exterior		X	X		Lunacon	Clear all surfaces from construction debris.
	Main Entrance Exterior	7,11,12				Saba	Colored concrete deck is stained in several areas and needs to be corrected.
	Main Entrance Exterior	8	X	X		Saba	Remove and replace filler strip around column. Remove excess concrete. Messy installation.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Main Entrance Exterior	9	X	X		Saba	Remove excess concrete from utility cover. Utility cover is rusted. Wire brush to remove rust, treat and paint black like others.
	Main Entrance Exterior	10	X	X		Lunacon	Floor drain is rusting. Wire brush to remove rust, treat and paint black like others. Rework edge condition with concrete. Edges are rough and uneven. Caulk as required.
	Main Entrance Exterior	13,14	X	X		Curtis Painting	Complete painting of ceiling areas.
	Main Entrance Exterior	14				E-tech	Remove and replace emergency light fixtures. Too many were provided and the style provided is not aesthetically pleasing. Submit a different fixture for review.
	Main Entrance Exterior	15,17	X	X		Lunacon	Concrete countertops are stained and need to be cleaned/sealed as required to provide a uniform finish.
	Main Entrance Exterior	15	X	X		Lunacon	Window frames need to be cleaned and residue removed.
	Main Entrance Exterior		X	X		Curtis Painting	Touch up paint in several areas as required.
	Main Entrance Exterior	16	X	X		Saba	Seal gap between edge of wall and concrete slab in corner. Filler is coming apart. Remove and replace and provide a cleaner installation.
	Main Entrance Exterior	18	X	X		Lunacon	Remove wrapping from turnstiles and clean units.
	Main Entrance Exterior	19				Saba	Concrete pool deck adjacent to the building is stained. This issue to be resolved to the satisfaction of the City.
	Main Entrance Exterior	23,24	X	X		Cevacon / Curtis Painting	Remove horizontal lines in the stucco and patch and paint in accent "blue" wall in several areas.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Main Entrance Exterior	25	X	X		Lunacon	Clean up rough edges of overhang slab.
<b>MULTIPURPOSE BUILDING - INTERIOR</b>							
	Multipurpose Building		X	X		Lunacon	Clean construction dust from all surfaces.
	Multipurpose Building		X	X		E-tech	Complete installation of low voltage system components.
	Multipurpose Building		X	X		Lunacon	Clean all toilet fixtures and accessories.
	Multipurpose Building		X	X		Lunacon/Partial Arcon	Seal all floor/wall penetrations.
	Multipurpose Building		X	X		Curtis Painting	Touch up paint needed on numerous wall surfaces. All painted surfaces shall look homogeneous. Wall patches shall not be visible or noticeable.
	Multipurpose Building		X	X		JJAS	Install permanent key cores on all hardware. Install door silencers on all frames.
100	Reception Hall	2	X	X		Lunacon	Repair gap between exterior concrete slab and threshold.
100	Reception Hall	3,4,5	X	X		Lunacon	Clean floor. Remove marks, stains, construction dust/debris from floor and base.
100	Reception Hall	6	X	X		Imperial Flooring	Grout color on baseboard by door frame does not match color of adjacent grout. Remove and replace to match adjacent grout.
100	Reception Hall	7,8	X	X		Imperial Flooring	Caulk/grout edge of tile base and floor to door frame.
100	Reception Hall	9,24	X	X		Infinite Windows	Complete installation of screws/bolts (one missing). They are also different colors/types. Cover screws as necessary. Clean frame to remove pencil marks and construction dust.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
100	Reception Hall	10, 13	X	X		E-tech	Complete installation of low voltage system. Hole is open and cable is hanging from hole. Open junction box on wall needs to be completed.
100	Reception Hall	11,16	X	X		Imperial Flooring	Remove excess grout from tile floor and baseboard.
100	Reception Hall	12	X	X		Curtis Painting	Complete painting of trim in corners of walls.
100	Reception Hall	14,17,20	X	X		Lunacon	Clean all panels and outlets. Caulk around edge of panels and wall and touch up paint as needed. Adjust outlet and panel face plates so they are flush with wall.
100	Reception Hall	15	X	X		Arcon	Adjust a/c grille to it is flush with wall. Paint as required to complete work.
100	Reception Hall	26	X	X		Cevacon / Curtis Painting	Clean/patch and paint over marks/dirt from walls as required.
100	Reception Hall	16	X	X		Cevacon / Curtis Painting	Caulk edge of threshold to tile. Clean/touch up paint at base of frame.
100	Reception Hall	18	X	X		Superior Systems	Remove and replace painted/stained ceiling tile.
100	Reception Hall	19	X	X		Superior Systems	Remove and replace ceiling tiles with rough edges.
100	Reception Hall	18,21,22	X	X		Superior Systems	Remove debris from ceiling tile/grid. Clean stains from ceiling grid.
100	Reception Hall	23	X	X		Superior Systems	Adjust ceiling tile so they are sitting correctly within the ceiling grid.
100	Reception Hall	25	X	X		E-tech	Light fixture is incomplete. Missing bulbs and lens.
100	Reception Hall	27	X	X		Curtis Painting	Touch up paint around fire extinguisher cabinet.
101	Mens Restroom	2,15	X	X		Imperial Flooring	Remove broken tile edge. Grout/caulk between base, floor and frame (both legs of frame).



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
101	Mens Restroom	3	X	X		Curtis Painting	Repair door edge. Patch and paint as needed.
101	Mens Restroom	4	X	X		JJAS	Install door silencers. Clean hardware.
101	Mens Restroom	5	X	X		Lunacon	Remove blue tape from door hinge and red marker.
101	Mens Restroom	6,7,8	X	X		Curtis Painting	Touch up paint on frame in numerous areas. Clean caulk on joints of frame and touch up paint as needed.
101	Mens Restroom	9	X	X		Imperial Flooring	Clean tile walls, floor and grout. Remove all stains and construction dust/debris.
101	Mens Restroom	10	X	X		Imperial Flooring	Complete grouting of base corner.
101	Mens Restroom	11	X	X		SI Plumbing	Provide wire management for cabling below lavatory.
101	Mens Restroom	12	X	X		Lunacon	Provide supplies for accessories.
101	Mens Restroom	13	X	X		Imperial Flooring	Remove excess grout from tile walls and floors.
101	Mens Restroom	17,18,22	X	X		Cevacon / Curtis Painting	Patch and paint holes around a/c grille, light fixture and around the fire sprinkler head.
101	Mens Restroom	15,16,19,20,21	X	X		Imperial Flooring	RegROUT around frame and wall where gaps/holes occur throughout edge of frame.
101	Mens Restroom	14	X	X		Lunacon	Clean all bathroom fixtures and accessories.
102	Womens Restroom	2	X	X		Imperial Flooring	Remove and replace broken threshold.
102	Womens Restroom	3	X	X		Imperial Flooring	Remove broken tile edge. Grout/caulk between base, floor and frame (both legs of frame).
102	Womens Restroom	4	X	X		Imperial Flooring	Clean tile walls, floor and grout. Remove all stains and construction dust/debris.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
102	Womens Restroom	5	X	X		Imperial Flooring	Remove excess grout from tile walls and floors.
102	Womens Restroom	5	X	X		Imperial Flooring	Remove and replace broken tiles.
102	Womens Restroom	6,17	X	X		Imperial Flooring	Remove and replace cracking tile grout at edges of floor and wall. Fill in gaps in grout throughout tile area.
102	Womens Restroom	8	X	X		Lunacon/Provide Clean company (1) Time	Clean all bathroom fixtures and accessories.
102	Womens Restroom	9,10	X	X		Imperial Flooring	RegROUT around frame and wall where gaps/holes occur throughout edge of frame.
102	Womens Restroom	12	X	X		All Specialties	Complete installation of grab bar cover.
102	Womens Restroom	13,14	X	X		Imperial Flooring	Remove and replace broken tiles by grab bar covers.
102	Womens Restroom	15	X	X		Cevacon / Curtis Painting	Patch and paint ceiling around fire sprinkler head.
102	Womens Restroom	16	X	X		Cevacon / Curtis Painting	Patch and paint over marks on wall.
102	Womens Restroom	18	X	X		E-tech	Complete installation of light fixture.
102	Womens Restroom	19	X	X		JJAS	Install door silencers. Clean hardware.
102	Womens Restroom		X	X		Lunacon	Remove blue tape from door hinge and red marker.
102	Womens Restroom		X	X		SI Plumbing	Provide wire management for cabling below lavatory.
102	Womens Restroom	11	X	X		Lunacon	Provide supplies for accessories.
100A	Mechanical Room	12	X	X		Lunacon	Remove blue tape from door hinge. Remove red marker.
100A	Mechanical Room	3	X	X		Cevacon / Curtis Painting	Patch and paint over visible existing wall patches throughout the room.
100A	Mechanical Room	4,8	X	X		Imperial Flooring	Install missing VCT flooring throughout the room. Remove debris and clean/prep floor to receive tile.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
100A	Mechanical Room	7	X	X		Imperial Flooring	Install missing wall base throughout the room. Remove debris and clean/prep wall to receive base.
100A	Mechanical Room	6	X	X		Cevacon / Curtis Painting	Patch and paint walls throughout the room. Cover holes, marks, stains, etc.
100A	Mechanical Room	9,11,13,15,16	X	X		Curtis Painting	Touch up paint on frame to remove marks, stains, scratches, etc.
100A	Mechanical Room	2,29	X	X		JJAS	Install door silencers.
100A	Mechanical Room	5,14	X	X		Lunacon	Seal all wall/ceiling/floor penetrations.
100A	Mechanical Room	17	X	X		Curtis Painting	Complete painting of grille.
104	Multipurpose Room	2	X	X		Curtis Painting	Touch up paint on door around panic device.
104	Multipurpose Room	3	X	X		Lunacon	Remove blue tape from door hinge. Hinge not installed properly.
104	Multipurpose Room	4	X	X		Curtis Painting	Touch up paint on door.
104	Multipurpose Room	5,49	X	X		JJAS	Install door silencers.
104	Multipurpose Room	6,10,12,13,14,15, 22,23,25	X	X		Imperial Flooring	Clean tile floor, base and grout. Remove all stains and construction dust/debris.
104	Multipurpose Room	6,10,11	X	X		Imperial Flooring	Remove excess grout from tile floor and base.
104	Multipurpose Room	17	X	X		Imperial Flooring	Correctly install tile base section by door frame. Grout as required.
104	Multipurpose Room	26	X	X		Curtis Painting	Clean window sill. Provide neat caulking joints at window frames and drywall.
104	Multipurpose Room	9,27,39,40,46,47,48,57	X	X		Cevacon / Curtis Painting	Patch and paint walls throughout the room. Cover holes, marks, stains, etc.
104	Multipurpose Room	29	X	X		E-tech	Complete installation of low voltage system (blank plate).
104	Multipurpose Room	30	X	X		Curtis Painting	Caulk all window frame joints. Some are very wide. Clean window frames.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
104	Multipurpose Room	31,32,42,44	X	X		Cube Care	Complete installation of window shades along with chain hooks. Repair some covers that are loose or missing
104	Multipurpose Room	34	X	X		Lunacon	Clean all thresholds.
104	Multipurpose Room	36	X	X		Superior Systems	Hole in ceiling and wire hanging down installation to be completed.
104	Multipurpose Room	38	X	X		Imperial Flooring	Complete grout installation on base by door frame.
104	Multipurpose Room	45,50,54,56	X	X		Superior Systems	Remove and replace all stained or damaged ceiling tiles.
104	Multipurpose Room	51,52,63	X	X		E-tech	Remove and replace all broken fixture lenses.
104	Multipurpose Room	53,63	X	X		E-tech	Remove all tags from light fixtures.
104	Multipurpose Room	55	X	X		E-tech	Remove plastic covers from all cameras.
104	Multipurpose Room	58	X	X		Superior Systems	Clean all stained/marked ceiling grids.
104	Multipurpose Room	59	X	X		E-tech	Correctly install all light fixtures and ceiling tiles that are not sitting correctly in the ceiling grid.
104	Multipurpose Room	60	X	X		Superior Systems	Remove and replace tile that was cut short at exit sign location.
104	Multipurpose Room	61	X	X		Cevacon / Curtis Painting	Repair warped wall causing warped ceiling grid and panel to be cut short.
103	Storage Room	2	X	X		Lunacon	Clean VCT tile floor. Remove all stains and construction dust/debris.
103	Storage Room	3	X	X		JJAS	Install floor mounted hardware for dummy door.
103	Storage Room	4	X	X		JJAS	Install door silencers.
103	Storage Room	5,9,13	X	X		Lunacon	Clean all door hardware. Remove red marker.
103	Storage Room	6,7,8	X	X		Curtis Painting	Touch up paint on door and frame. Repair chipped top edge of door.
103	Storage Room	10	X	X		Imperial Flooring	Remove and replace broken VCT flooring around door frame.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
103	Storage Room	10	X	X		Imperial Flooring	Caulk gap between VCT tile and the tile strip.
103	Storage Room	12	X	X		Imperial Flooring	Remove and replace improperly installed small section of baseboard.
106	Catering Room	24,25	X	X		Keane Architectural	Caulk all cabinetry joints between top and backsplash and wall.
106	Catering Room	22,26,29	X	X		Keane Architectural	Repair or remove and replace damaged cabinet doors (several areas).
106	Catering Room	27	X	X		Keane Architectural	Repair or remove and replace damaged cabinet door top edge.
106	Catering Room		X	X		Keane Architectural	Complete installation of shelving in cabinets.
106	Catering Room	30	X	X		Keane Architectural	Patch and cover all penetrations in cabinets. Cover all screw holes with white covers.
106	Catering Room	31	X	X		Keane Architectural	Repair damaged interior side wall on cabinet.
106	Catering Room	34,32	X	X		Keane Architectural	Complete installation of laminate on filler panels (exposing plywood).
106	Catering Room	37,36,35	X	X		Keane Architectural	Adjust doors and drawers as needed for proper installation. One drawer slide was not working properly.
106	Catering Room	39,38,29,26	X	X		Keane Architectural	Remove mark on cabinet or replace section.
106	Catering Room	40	X	X		Lunacon	Remove construction debris and clean all cabinets inside and out.
106	Catering Room	42	X	X		Lunacon	Remove marks from door.
106	Catering Room	43	X	X		Keane Architectural	Remove and replace chipped laminate shelf.
106	Catering Room	44	X	X		Superior Systems	Remove and replace painted ceiling tile.
106	Catering Room	45	X	X		Lunacon	Clean paint/glue from ceiling grid.
106	Catering Room	46	X	X		Cevacon / Curtis Painting	Patch and paint dents on wall.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
105	Mechanical Room	1	X	X		JJAS	Install floor mounted hardware for dummy door.
105	Mechanical Room		X	X		Lunacon	Clean divider strip between tiles.
105	Mechanical Room	13	X	X		Lunacon	Clean VCT tile floor to remove marks. Stains, etc.
105	Mechanical Room	4	X	X		Curtis Painting	Patch and paint door damage at top of both doors.
105	Mechanical Room	3	X	X		Imperial Flooring	Remove and replace broken VCT tile by door frame. No large gaps.
105	Mechanical Room	5	X	X		Imperial Flooring	Remove debris on tile file by frame and grout as needed.
105	Mechanical Room	6	X	X		Lunacon	Remove blue tape from door hinge. Remove red marker.
105	Mechanical Room	7,9,11	X	X		Cevacon / Curtis Painting	Patch and paint wall to cover numerous dents, scratches, marks, etc.
105	Mechanical Room	8	X	X		Imperial Flooring	Remove and install correctly the baseboard in the corner by the door frame.
105	Mechanical Room	10	X	X		Cevacon / Curtis Painting	Patch and paint wall by fire device and above door frame.
105	Mechanical Room	12	X	X		Lunacon	Remove and replace or clean thoroughly the floor drain to remove all foreign material. Caulk properly between drain and VCT tile so that water does not penetrate below the VCT tile.
105	Mechanical Room	13	X	X		Lunacon	Seal all floor, wall and ceiling penetrations. Patch and paint as required.
105	Mechanical Room	15	X	X		Cevacon / Curtis Painting	Patch and paint around equipment penetrations thru walls and ceiling.
105	Mechanical Room		X	X		Cevacon / Curtis Painting	Wall patch for wall penetration is not acceptable. Properly patch and seal as required.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
105	Mechanical Room	17	X	X		Curtis Painting	Exposed ceiling to be painted.
105	Mechanical Room	18	X	X		Cevacon / Curtis Painting	Patch and paint around light fixture and duct work.
105	Mechanical Room	20	X	X		E-tech	Electrical component loose in drip pan. Secure properly.
<b>MULTIPURPOSE BUILDING - EXTERIOR</b>							
	Multipurpose Building Exterior		X	X		Lunacon	Clean construction dust from all surfaces.
	Multipurpose Building Exterior		X	X		E-tech	Complete installation of low voltage system components.
	Multipurpose Building Exterior		X	X		Lunacon / Environtech	Seal all wall/roof penetrations.
	Multipurpose Building Exterior		X	X		Curtis painting	Touch up paint needed on numerous wall surfaces. All painted surfaces shall look homogeneous. Wall patches shall not be visible or noticeable.
	Multipurpose Building Exterior	2				Saba	Concrete deck adjacent to the building is stained. This issue to be resolved to the satisfaction of the City.
	Multipurpose Building Exterior	3	X	X		Lunacon	Sloppy installation at main entrance. Reinstall correctly.
	Multipurpose Building Exterior	4	X	X		RCL	Handrail installation at entrance and at rear area ramp is pending.
	Multipurpose Building Exterior	5,6	X	X		Lunacon	Sealant installation around columns is sloppy. Reinstall correctly.
	Multipurpose Building Exterior	8	X	X		Curtis painting	Touch up paint at top of column by roof slab.
	Multipurpose Building Exterior	9	X	X		E-tech	As previously discuss, cutback lightning rod and cable as minimally required. Location and installation is not aesthetically pleasing (both locations).
	Multipurpose Building Exterior	10	X	X		Lunacon	Smooth out edge of roof (edge is rough). Touch up paint as required.
	Multipurpose Building Exterior	11				Another Garage Door	Provide guide/cover for the roll up door chain.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Multipurpose Building Exterior	12	X	X		Another Garage Door	Remove label from roll up door.
	Multipurpose Building Exterior	13				Saba	Seal edge condition between pavers and building walls.
	Multipurpose Building Exterior	14,33,58	X	X		Curtis painting	Water valve boxes needs to be cleaned. Touch up paint around it as needed. "WATER" sign is fading and needs to be redone.
	Multipurpose Building Exterior	15	X	X		Curtis painting	Touch up paint at base of wall as required throughout building.
	Multipurpose Building Exterior	16				Saba	Clean and properly seal edge condition between slab edge and pavers in front of doors.
	Multipurpose Building Exterior	17	X	X		Lunacon	Remove construction debris from adjacent areas to the building.
	Multipurpose Building Exterior	18				Saba	Remove and replace broken/damaged pavers.
	Multipurpose Building Exterior	19,20,21,22 25	X	X		RCL	Touch up fence paint as required throughout the facility.
	Multipurpose Building Exterior	23	X	X		Lunacon	Seal all penetrations.
	Multipurpose Building Exterior	24,53,54,55 62	X	X		Cevacon / Curtis Painting	Patch and paint all exterior walls to cover up holes, marks, scratches, etc.
	Multipurpose Building Exterior	26	X	X		Curtis painting	Existing exterior fire protection pipe to be painted.
	Multipurpose Building Exterior	27,28	X	X		Cevacon / Curtis Painting	Patch and paint above door to MP Exterior Storage room. Patch hole at base of frame by threshold.
	Multipurpose Building Exterior	29	X	X		Lunacon	Clean threshold.
	Multipurpose Building Exterior	30	X	X		Cevacon / Curtis Painting	Patch stucco and paint wall at pipe penetration.
	Multipurpose Building Exterior	31	X	X		E-tech	Complete low voltage installation (open junction box).
	Multipurpose Building Exterior	32	X	X		JJAS	Repair holes in door to Catering room.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Multipurpose Building Exterior	33	X	X		Cevacon / Curtis Painting	Patch concrete at edge of wall condition
	Multipurpose Building Exterior	34	X	X		Lunacon	Condition between slab edge (near equipment pad) and building wall is unacceptable. Area is a trash catcher.
	Multipurpose Building Exterior	37				Saba	Slab/wall edge material is coming apart. Remove and replace.
	Multipurpose Building Exterior	38	X	X		Curtis painting	Touch up paint accent wall around pipe.
	Multipurpose Building Exterior	39	X	X		Arcon	Penetration trough wall is unacceptable. Provide a "cleaner" solution.
	Multipurpose Building Exterior	40				Lunacon	Switches will need to be locked since they are accessible to the public.
	Multipurpose Building Exterior	41,42	X	X		Cevacon / Curtis Painting	Patch and paint damaged corners of building.
	Multipurpose Building Exterior	44,46	X	X		RCL	Installation of trash enclosure door is pending.
	Multipurpose Building Exterior	47	X	X		Cevacon / Curtis Painting	Remove bump out about overhang slab and patch and paint as required.
	Multipurpose Building Exterior	48,49	X	X		RCL	Installation of fence around rear mechanical equipment is pending.
	Multipurpose Building Exterior	50,51,52,57,60	X	X		All Green	Installation of sod in swale areas throughout site is pending.
	Multipurpose Building Exterior	61,66	X	X		Environtech	Roof edge cap caulking installation is excessive and messy.
<b>OFFICE - INTERIOR</b>							
	Office Building		X	X		Lunacon	Clean construction dust from all surfaces.
	Office Building		X	X		E-tech	Complete installation of low voltage system components.
	Office Building		X	X		Lunacon	Clean all toilet fixtures and accessories.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Office Building		X	X		Lunacon	Seal all floor/wall penetrations.
	Office Building		X	X		Curtis Painting	Touch up paint needed on numerous wall surfaces. All painted surfaces shall look homogeneous. Wall patches shall not be visible or noticeable.
	Office Building		X	X		JJAS	Install permanent key cores on all hardware. Install door silencers on all frames.
	Corridor	2	X	X		Cevacon	Patch wall around junction box. Card reader not installed.
	Corridor	3,20	X	X		Lunacon	Caulk edge of threshold to paver. Clean/touch up paint at base of frame.
	Corridor	3	X	X		Imperial Flooring	VCT cut short around edge of frame.
	Corridor	4,5	X	X		Lunacon/Owner received the building Before Any Mark	Clean floor. Remove marks, construction dust/debris from floor.
	Corridor	8	X	X		Curtis Painting	Clean/touch up paint at base of frame.
	Corridor	9,11,12,18,19 21,22,23,27	X	X		Cevacon / Curtis Painting	Clean/patch and paint over marks/dirt from walls as required..
	Corridor	14	X	X		Imperial Flooring	Baseboard sections not installed properly. Clean construction dust from baseboards.
	Corridor	10,13	X	X		Lunacon	Remove paint from outlet cover and emergency light.
	Corridor	13	X	X		Cevacon / Curtis Painting	Patch and paint wall next to emergency light.
	Corridor	15	X	X		Cevacon / Curtis Painting	Patch and paint above Mechanical Room sign.
	Corridor	17	X	X		Arcon AC	Properly install grille. It is separated from the wall.
120	First Aid	1,2	X	X		Lunacon	Remove blue tape from door hinge.
120	First Aid	3	X	X		JJAS	Install door silencers.
120	First Aid	4	X	X		Lunacon	Clean floor. Remove marks, construction dust/debris from floor.
120	First Aid	5	X	X		Superior Systems	Properly install ceiling tile. Not sitting correctly in grid.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
120	First Aid	6	X	X		E-tech	Properly install light fixture. Not sitting correctly in grid.
120	First Aid	7	X	X		JJAS	Install hardware key core. Clean hardware.
120	First Aid	9	X	X		Cevacon / Curtis Painting	Clean/patch and paint over marks/dirt from walls as required.
120	First Aid	8	X	X		Imperial Flooring	Baseboard sections not installed properly – separating from wall at corner.
120	First Aid	8	X	X		Lunacon	Clean construction dust from baseboards.
122	First Aid Bathroom	2	X	X		JJAS	Install hardware key core. Clean hardware.
122	First Aid Bathroom	3	X	X		Lunacon	Remove blue tape from door hinge.
122	First Aid Bathroom	4	X	X		Imperial Flooring	Broken floor tile installed. Remove and replace. Remove excessive grout around frame/wall and floor.
122	First Aid Bathroom	5,7	X	X		Curtis Painting	Close ceiling access hatch and complete painting.
122	First Aid Bathroom	6	X	X		Cevacon / Curtis Painting	Patch and paint over hole next to a/c grille.
122	First Aid Bathroom	8	X	X		Curtis Painting	Touch up paint above tile next to frame.
122	First Aid Bathroom	9	X	X		Imperial Flooring	Hole in tile wall for pipe was cut too large. Use bigger trim cover or remove and replace tile.
121	First Aid Closet		X	X		TBD	Was unable to punchlist as it was occupied. Will punchlist at a later date.
126	Life Guard Office	2,3	X	X		Cevacon / Curtis Painting	Patch and paint over vertical mark on door. Clean marks on door.
126	Life Guard Office	4	X	X		JJAS	Install door silencers. Clean hardware.
126	Life Guard Office	5	X	X		Curtis Painting	Patch and paint door around door latch.
126	Life Guard Office	6	X	X		Curtis Painting	Touch up paint on frame. Remove paint from hinges.
126	Life Guard Office	7	X	X		Imperial Flooring	Baseboard sections not installed properly – separating from wall at corner.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
126	Life Guard Office	8,9	X	X		Curtis Painting	Clean/patch and paint over marks/dirt from walls as required.
126	Life Guard Office	6	X	X		Lunacon	Clean construction dust from all surfaces. Clean paint from frames.
126	Life Guard Office	9	X	X		Lunacon	Clean construction dust from baseboards.
127	Manager's Office	1	X	X		Curtis Painting	Clean/patch and paint over marks/dirt from walls as required.
127	Manager's Office	1	X	X		E-tech	Blank plate on wall. Complete installation of device (card reader).
127	Manager's Office	2	X	X		Cevacon / Curtis Painting	Patch and paint around panel. Remove excess caulking and paint and clean panel edge.
127	Manager's Office	4,8	X	X		JJAS	Install door silencers. Clean hardware. Install key core.
127	Manager's Office		X	X		Lunacon	Clean construction dust from all surfaces. Clean paint from frames.
127	Manager's Office	5,6,7	X	X		Curtis Painting	Clean/patch and paint over marks/dirt from walls as required.
123	Mechanical Room	1	X	X		Cevacon / Curtis Painting	Patch and paint wall above and around Mechanical Room sign.
123	Mechanical Room	2	X	X		JJAS	Install door silencers. Clean hardware.
123	Mechanical Room	3	X	X		Imperial Flooring	Remove and replace broken VCT tile around frame. Caulk edge around frame.
123	Mechanical Room		X	X		Lunacon	Clean construction dust from all surfaces. Clean paint from frames.
123	Mechanical Room	4,5,8	X	X		Cevacon / Curtis Painting	Seal all wall penetrations. Patch numerous holes in wall and patch/paint as required.
123	Mechanical Room	6	X	X		Imperial Flooring	Remove and replace incorrectly install VCT tile in corner.
123	Mechanical Room	9,7,11	X	X		Curtis Painting	Clean/patch and paint over marks/dirt/paint from walls as required.
123	Mechanical Room	12	X	X		Imperial Flooring	Baseboard sections not installed properly – separating from wall at corner.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
123	Mechanical Room	16	X	X		Lunacon	Remove tape from hinge.
123	Mechanical Room	17	X	X		Curtis Painting	Patch and paint door around door latch. Clean hardware.
119	Meeting Room	2	X	X		Lunacon	Remove tape from hinge.
119	Meeting Room	3	X	X		JJAS	Install door silencers. Clean hardware.
119	Meeting Room	4	X	X		Imperial Flooring	Remove and replace broken VCT tile around frame. Caulk edge around frame.
119	Meeting Room	5	X	X		Curtis Painting	Patch and paint door around door latch and at bottom. Clean hardware.
119	Meeting Room	7,11	X	X		Imperial Flooring	Remove and replace incorrectly installed baseboardsections by door frame. Patch and paint wall and remove excess caulking.
119	Meeting Room	12, 8	X	X		Lunacon	Clean construction dust from baseboards.
119	Meeting Room	9, 10	X	X		Curtis Painting	Clean/patch and paint over marks/dirt/paint from walls as required.
119	Meeting Room	15	X	X		Cevacon / Curtis Painting	Patch and paint over dent on window sill edge.
119	Meeting Room	14	X	X		Lunacon	Clean construction dust/paint from frame.
119	Meeting Room	13, 17,16	X	X		Cevacon / Curtis Painting	Patch and paint dents on wall by window shade frame.
119	Meeting Room	18	X	X		Lunacon	Clean floor tile.
125	Meeting Room Storage	2	X	X		Imperial Flooring	Remove and replace broken VCT tile around frame. Caulk edge around frame.
125	Meeting Room Storage	3	X	X		JJAS	Install door silencers. Clean hardware.
125	Meeting Room Storage	4	X	X		Lunacon	Remove tape from hinge.
125	Meeting Room Storage	5	X	X		Imperial Flooring	Correctly install baseboard at corner.
125	Meeting Room Storage	5,9	X	X		Lunacon	Remove paint/construction debris from door and door frame. Touch up paint as required.



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Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
125	Meeting Room Storage	6	X	X		Cevacon / Curtis Painting	Patch and paint wall above baseboard.
125	Meeting Room Storage	8	X	X		Curtis Painting	Clean/patch and paint over marks/dirt/paint from walls as required.
125	Meeting Room Storage	7	X	X		Curtis Painting	Clean up edge of door frame and caulk appropriately. Remove excess caulking at base of frame.
128	Ticket Office	1	X	X		Owner - CO	Remove and replace ticket window as discussed to reverse open side. As installed, the window does not work operationally.
128	Ticket Office	2	X	X		Keane Architectural	Cover exposed plywood edge.
128	Ticket Office	3	X	X		Cevacon / Curtis Painting	Patch and paint over patch in corner.
128	Ticket Office	4	X	X		Cevacon / Curtis Painting	Patch and paint wall around wall bracket.
128	Ticket Office	5	X	X		Imperial Flooring	Correctly install baseboard. Clean baseboards as needed.
128	Ticket Office	6,22	X	X		Curtis Painting	Clean/patch and paint over marks/dirt/paint from walls as required.
128	Ticket Office	7,9,10,11	X	X		Cevacon / Curtis Painting	Patch and paint wall by window frame.
128	Ticket Office	8	X	X		Superior Systems	Remove and replace painted ceiling tile.
128	Ticket Office	12	X	X		Keane Architectural	Complete installation of shelving in cabinets.
128	Ticket Office	13	X	X		Lunacon	Clean marks and construction dust from all cabinets
128	Ticket Office	14,15	X	X		Keane Architectural	Patch and cover all penetrations in cabinets. Cover all screw holes with white covers.
128	Ticket Office	16	X	X		Keane Architectural	Repair large separation between wall and countertop. Caulk edge of countertop to wall.
128	Ticket Office	17	X	X		Keane Architectural	Cabinet drawer does not close properly and hits other drawer. Adjust as required.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
128	Ticket Office	18	X	X		E-tech	Complete installation of electrical and low voltage outlets. Provide cover plates.
128	Ticket Office	19	X	X		Cevacon / Curtis Painting	Patch and paint over holes in wall by bracket.
128	Ticket Office	20	X	X		Curtis Painting	Clean/patch and paint over marks on door.
128	Ticket Office	21	X	X		Imperial Flooring	Remove and replace broken VCT tile around frame. Caulk edge around frame.
128	Ticket Office		X	X		Lunacon	Remove excess caulking around frame. Touch up paint on wall as required.
128	Ticket Office		X	X		JJAS	Install door silencers. Clean hardware.
128	Ticket Office		X	X		Lunacon	Remove tape from hinge.
128	Ticket Office		X	X		Lunacon	Remove paint/construction debris from door and door frame. Touch up paint as required.
<b>OFFICE - EXTERIOR</b>							
	Office Exterior		X	X		Lunacon	Clean construction dust from all surfaces.
	Office Exterior		X	X		E-tech	Complete installation of low voltage system components.
	Office Exterior		X	X		Lunacon / Environtech	Seal all wall/roof penetrations.
	Office Exterior		X	X		Curtis painting	Touch up paint needed on numerous wall surfaces. All painted surfaces shall look homogeneous. Wall patches shall not be visible or noticeable.
	Office Exterior	1,5,6				Saba	Seal/caulk all gaps between concrete floor and pavers.
	Office Exterior		X	X		Lunacon	Clear all surfaces from construction debris.
	Office Exterior	2,3	X	X		Lunacon	Concrete countertops are stained and need to be cleaned/sealed as required to provide a uniform finish.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Office Exterior	4	X	X		Curtis painting	Water valve box needs to be cleaned. Touch up paint around it as needed. "WATER" sign is fading and needs to be redone.
	Office Exterior	7	X	X		Lunacon	Seal gap between threshold and pavers and at corners of wall.
	Office Exterior	5,6				Saba	Paver gap shall be sand filled.
	Office Exterior	8				Saba	Colored concrete is stained and needs to be corrected.
	Office Exterior		X	X		Owner - CO	Doors to air conditioning area are pending installation.
	Office Exterior	9,10	X	X		Cevacon / Curtis Painting	Patch and paint top edge of wall of a/c unit enclosure.
	Office Exterior	11	X	X		Cevacon / Curtis Painting	Patch and paint cracks on stucco wall.
<b>CONCESSION - INTERIOR</b>							
129	Concession		X	X		Lunacon	Clean construction dust from all surfaces.
129	Concession		X	X		E-tech	Complete installation of low voltage system components.
129	Concession		X	X		Lunavon / Environtech	Seal all floor/wall penetrations.
129	Concession		X	X		Curtis painting	Touch up paint needed on numerous wall surfaces. All painted surfaces shall look homogeneous. Wall patches shall not be visible or noticeable.
129	Concession		X	X		JJAS	Install permanent key cores on all hardware. Install door silencers on all frames.
129	Concession	1	X	X		Lunacon	Clean concrete floor. Seal as required.
129	Concession	2,3,6,9	X	X		Lunavon / Environtech	Seal all wall/floor/roof penetrations.
129	Concession	4	X	X		Lunacon/Arcon/Etech	Patch hole above grille. Repair or remove and replace grille frame that is damaged.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
129	Concession	5	X	X		Another Garage Door	Adjust roll up doors to remove gap between doors and concrete countertops. This will prevent water penetration into the concessions area when closed.
129	Concession	7,8,10,11	X	X		Lunacon	Concrete countertop to be patched and sealed. Provide uniform finish/color throughout the countertop.
129	Concession		X	X		Lunacon / Curtis Painting	Patch and paint around plate on wall. Paint plate to match wall.
129	Concession	13,14	X	X		Lunacon	Properly caulk between door frame and wall on all sides.
129	Concession	15	X	X		E-tech	Complete installation of low voltage system.
129	Concession	12	X	X		Curtis painting	Touch up paint on walls and ceilings as required.
129	Concession	17	X	X		Lunacon	Remove tape from hinge.
129	Concession	18	X	X		Lunacon	Clean all hardware including threshold.
129	Concession	18,19	X	X		Lunacon	Patch all holes and seal around edge of walls, floor and threshold.
<b>CONCESSION - EXTERIOR</b>							
	Concession Exterior		X	X		Lunacon	Clean construction dust from all surfaces.
	Concession Exterior		X	X		E-tech	Complete installation of low voltage system components.
	Concession Exterior		X	X		Lunavon	Seal all wall/roof penetrations.
	Concession Exterior		X	X		Curtis painting	Touch up paint needed on numerous wall surfaces. All painted surfaces shall look homogeneous. Wall patches shall not be visible or noticeable.
	Concession Exterior	1				Saba	Rework the gaps between the concrete deck and the building. Edges are rough and gaps are wide. Edges need to be smoother and gaps narrow and filled.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Concession Exterior	3	X	X		Cevacon / Curtis Painting	Patch and paint over hole in wall by roof trim.
	Concession Exterior	4,5				Saba	Concrete pavers are stained and stains need to be removed or paver replaced.
	Concession Exterior	11				Saba	Seal/caulk all gaps between concrete floor and pavers.
	Concession Exterior	5				Saba	Adjacent concrete pool deck is stained and uneven in color. Issue needs to be resolved to the satisfaction of the City.
	Concession Exterior	6,7,13,14,20,23	X	X		Lunacon	Concrete countertops are stained and need to be cleaned/sealed as required to provide a uniform finish. Smooth out any rough areas/edges.
	Concession Exterior	8	X	X		Curtis painting	Touch up paint over stains on underside of overhang.
	Concession Exterior	9	X	X		E-tech	Cover missing from receptacle.
	Concession Exterior	12	X	X		Curtis painting	Water valve box needs to be cleaned. Touch up paint around it as needed. "WATER" sign is fading and needs to be redone.
	Concession Exterior	16	X	X		Curtis painting	Remove paint from roll up door.
	Concession Exterior	17	X	X		Curtis painting	Touch up paint over stains on painted accent walls.
	Concession Exterior	19				Another Garage Door	Remove marks/scratch on roll up door.
	Concession Exterior	26	X	X		Lunacon	Utility covers are rusting and need to be wire brushed, treated and painted to prevent further rusting.
	Concession Exterior	27,31	X	X		Lunacon	Clear all surfaces from construction debris.
	Concession Exterior	28	X	X		Cevacon / Curtis Painting	Patch and paint damaged overhang edge.
	Concession Exterior	29,30,32	X	X		RCL	Adjacent fence has paint stains and needs to be repainted or cleaned/removed.
	Concession Exterior	33	X	X		Curtis painting	Touch up paint over stains on wall.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Concession Exterior	33,32				Saba	Repair wall to cover large gaps between building wall and adjacent grade and surfaces. Same applies to areas adjacent to the threshold.
<b>POOL EQUIPMENT - INTERIOR</b>							
	Pool Equipment		X	X		Lunacon	Clean construction dust from all surfaces.
	Pool Equipment		X	X		E-tech	Complete installation of low voltage system components.
	Pool Equipment		X	X		Lunacon	Clean all toilet fixtures and accessories.
	Pool Equipment		X	X		Lunacon	Seal all floor/wall penetrations.
	Pool Equipment		X	X		Curtis painting	Touch up paint needed on numerous wall surfaces. All painted surfaces shall look homogeneous. Wall patches shall not be visible or noticeable.
	Pool Equipment		X	X		JJAS	Install permanent key cores on all hardware. Install door silencers on all frames.
115	Mens Restrooms	1				Saba	Patch crack on concrete floor. No visible patch allowed.
115	Mens Restrooms	2,11,12	X	X		Curtis painting	Epoxy floor to be cleaned. Remove stains, marks, debris from floor.
115	Mens Restrooms	3,4,	X	X		Curtis painting	Epoxy base not installed in some areas. Remove marks, stains, debris from installed epoxy base.
115	Mens Restrooms	5	X	X		Lunacon	Remove and replace or clean thoroughly the floor drain to remove all foreign material. Caulk properly.
115	Mens Restrooms	6	X	X		Imperial Flooring	Remove excess grout, concrete, stains, etc., from tile walls.
115	Mens Restrooms	6,7	X	X		Imperial Flooring	Remove excess grout from tile walls.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
115	Mens Restrooms	8,15,17	X	X		Lunacon	Clean all toilet partitions. Remove all marks (especially the red marks), debris, stains, etc.
115	Mens Restrooms	10	X	X		All Specialties	Adjust partition locking hardware. Some of the locking mechanisms were short and did not cover the latch.
115	Mens Restrooms	13,26	X	X		SI Plumbing	Provide wire management for cabling below lavatory.
115	Mens Restrooms	14	X	X		Lunacon	Provide supplies for accessories.
115	Mens Restrooms	16	X	X		Lunacon	Install urinal partitions.
115	Mens Restrooms	20	X	X		Imperial Flooring	Tile not installed plumb on wall.
115	Mens Restrooms	21	X	X		Imperial Flooring	Tile on top of low wall protrudes from edge. Remove and reinstall as required for a clean installation.
115	Mens Restrooms	22	X	X		Lunacon	Remove excess caulking in cove base and provide a smooth, clean installation. Very messy in some areas.
115	Mens Restrooms	28	X	X		Imperial Flooring	Patch/caulk corner condition where tile meets walls.
115	Mens Restrooms	29,30	X	X		Lunacon	Seal all wall and ceiling penetrations.
115	Mens Restrooms		X	X		Curtis painting	Touch up paint in several areas.
115	Mens Restrooms		X	X		Lunacon	Clean all bathroom fixtures and accessories.
115	Mens Restrooms	4	X	X		Lunacon	Concrete benches to be sealed.
116	Womens Restrooms	4	X	X		Lunacon	Remove excess caulking in cove base and provide a smooth, clean installation. Very messy in some areas.
116	Womens Restrooms	3,12,60,61	X	X		Curtis painting	Epoxy floor to be cleaned. Remove stains, marks, debris from floor. Patch any holes, scratches, dents, etc.
116	Womens Restrooms	5	X	X		Curtis painting	Epoxy base not installed in some areas. Remove marks, stains, debris from installed epoxy base.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
116	Womens Restrooms	6,22				Saba	Clean saw cuts in the slab. They are full on construction debris, dirt. Some are covered over by epoxy paint.
116	Womens Restrooms	7,8,10				Saba	Smooth out concrete substrate prior to installing epoxy base to achieve consistent,
116	Womens Restrooms	11,13	X	X		Lunacon	Remove and replace or clean thoroughly the floor drain to remove all foreign material. Caulk properly.
116	Womens Restrooms	15,16,25	X	X		Imperial Flooring	Clean tile walls. Remove excess grout, concrete, paint, stains, etc., from tile walls.
116	Womens Restrooms	14	X	X		Lunacon	Concrete benches to be sealed.
116	Womens Restrooms	17	X	X		Imperial Flooring	Remove excess grout from tile walls in corner.
116	Womens Restrooms		X	X		Imperial Flooring	Tile not installed plumb on wall.
116	Womens Restrooms	18	X	X		Imperial Flooring	Install missing grout between tiles on low wall top tiles.
116	Womens Restrooms	19	X	X		Imperial Flooring	Tile on top of low wall protrudes from edge. Remove and reinstall as required for a clean installation
116	Womens Restrooms	26,34,35,36 37,41,42	X	X		Lunacon	Clean all toilet partitions. Remove all marks (especially the red marks), debris, stains, etc. Remove plastic.
116	Womens Restrooms	39,49	X	X		All Specialties	Adjust partition locking hardware. Some of the locking mechanisms were short and did not cover the latch.
116	Womens Restrooms	51,52	X	X		SI Plumbing	Provide wire management for cabling below lavatory.
116	Womens Restrooms		X	X		Lunacon	Provide supplies for accessories.
116	Womens Restrooms	58	X	X		Lunacon	Remove NO SMOKING paper sign.
116	Womens Restrooms		X	X		Lunacon	Seal all wall and ceiling penetrations.
116	Womens Restrooms	57	X	X		Curtis painting	Touch up paint in several areas.
116	Womens Restrooms	53,54,55	X	X		Lunacon	Clean all bathroom fixtures and accessories.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
114	Janitor	1	X	X		JJAS	Install permanent key core. Clean door hardware.
114	Janitor	2	X	X		Curtis painting	Complete painting of door grille.
114	Janitor	3,4	X	X		Curtis painting	Touch up paint on door and door frame. Complete painting frame on one side.
114	Janitor	5	X	X		Lunacon	Remove blue tape from door hinge and red marker.
114	Janitor	6	X	X		Lunacon	Clean threshold. Properly caulk edges to frame.
114	Janitor	14	X	X		Curtis painting	Concrete floor to be sealed. Remove stains, clean, fill in holes, and prepare floor for sealer.
114	Janitor	7	X	X		Curtis painting	Complete painting and caulking of wall by door frame.
114	Janitor	8	X	X		Lunacon	Clean mop sink. Remove debris and ensure that sink is not clogged.
114	Janitor	9	X	X		Lunacon	Seal all wall and ceiling penetrations.
114	Janitor	10	X	X		Curtis painting	Touch up paint on walls in several areas.
114	Janitor	12	X	X		Lunacon	Provide clean, smooth caulking installation. Some have excess caulking and look messy.
114	Janitor	11,12	X	X		Lunacon	Remove excess caulking from door frame.
114	Janitor	13	X	X		JJAS	Provide weatherproofing for door.
113	Family Restroom	2				Saba	Large gaps between concrete slab edge and wall. Remove and replace material providing a proper installation. Remove excess material/debris on wall.
113	Family Restroom	3	X	X		Lunacon	Remove excess caulking and provide clean, smooth installation. Caulk threshold as required.
113	Family Restroom	3,4	X	X		Lunacon	Clean up edge of threshold and concrete slab for a neat installation. Clean threshold.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
113	Family Restroom	5	X	X		JJAS	Complete installation of system or patch and paint hole in door frame.
113	Family Restroom	6	X	X		Lunacon	Seal all wall and roof penetrations.
113	Family Restroom	7	X	X		Curtis painting	Clean paint from pipes or paint pipes.
113	Family Restroom	8	X	X		Lunacon	Clean door and frame. Remove debris, stains, marks, etc. Touch up paint as required.
113	Family Restroom	9	X	X		Lunacon	Caulking installation along floor edge and corners is very messy. Remove and reinstall caulking for cove base.
113	Family Restroom	10	X	X		Lunacon	Clean tile walls and remove paint, marks, stains, excess grout, etc.
113	Family Restroom	11,12	X	X		Lunacon	Clean all bathroom fixtures and accessories.
113	Family Restroom	14				Lunacon	Complete installation of epoxy base. Concrete substrate not properly prepared (holes to be patched) in order to provide a smooth finish.
113	Family Restroom	15	X	X		SI Plumbing	Provide wire management for cabling below lavatory.
113	Family Restroom	13	X	X		Lunacon	Provide supplies for accessories.
113	Family Restroom		X	X		JJAS	Provide weatherproofing for door.
109	Storage	2	X	X		E-tech	Complete installation of low voltage/security system.
109	Storage	2	X	X		Curtis painting	Paint exposed blue screws.
109	Storage	3	X	X		JJAS	Install permanent key cores.
109	Storage	4,6,8	X	X		Curtis painting	Touch up paint on door and door frame.
109	Storage	5,6	X	X		Lunacon	Clean hardware.
109	Storage		X	X		JJAS	Provide weatherproofing for door.
109	Storage	7	X	X		Lunacon	Remove blue tape from hinge.
109	Storage	17,18,19	X	X		Lunacon	Seal all floor, wall and roof penetrations.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
109	Storage	10	X	X		Curtis painting	Concrete floor to be sealed. Remove stains, clean, fill in holes, and prepare floor for sealer.
109	Storage	16	X	X		Curtis painting	Complete caulking installation of door frame
109	Storage	14,16	X	X		Curtis painting	Patch and paint edges of walls next to frame.
109	Storage	14	X	X		E-tech	Complete installation of device in open junction box.
109	Storage	12,15	X	X		Curtis painting	Patch and paint wall above door.
109	Storage	13	X	X		Curtis painting	Touch-up paint in several areas. Patch and paint holes in walls.
109	Storage	18	X	X		Curtis painting	Either remove paint from pipes and hardware or paint the pipes and hardware.
117	Electrical Room	2,3	X	X		Curtis painting	Clean door and frame. Touch up paint on door, frame and grille as required.
117	Electrical Room	4	X	X		JJAS	Provide latch hole at threshold for locking mechanism.
117	Electrical Room		X	X		Lunacon	Clean door hardware and threshold.
117	Electrical Room	5	X	X		JJAS	Provide weatherproofing for door.
117	Electrical Room	6,7	X	X		JJAS	Complete hardware installation.
117	Electrical Room	8	X	X		JJAS	Install permanent key core.
117	Electrical Room	9	X	X		Curtis painting	Door is showing signs of rust. Wire brush, treat and then paint the surface to prevent future rust.
117	Electrical Room	10,11	X	X		Lunacon	Remove tape from hinges.
117	Electrical Room	12,16	X	X		Curtis painting	Patch and paint all walls and roof.
117	Electrical Room	13	X	X		Curtis painting	Concrete floor to be sealed. Remove stains, clean, fill in holes, and prepare floor for sealer.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
117	Electrical Room	14	X	X		E-tech	Complete electrical installation. Several open junction boxes.
117	Electrical Room	15	X	X		Lunacon	Seal all floor, wall and roof penetrations.
117	Electrical Room	17	X	X		Curtis painting	Caulk and paint door frame to wall on the exterior. Patch hole by concrete slab and threshold.
112	Pool Equipment Room	1,3	X	X		Lunacon	Work in room is still ongoing. Remove all construction equipment, debris, supplies, and clean room when work has been completed.
112	Pool Equipment Room	2				Curtis painting	Paint overspray on piping. Clean off or paint entire pipe.
112	Pool Equipment Room	4	X	X		Lunacon	Clean debris in storage tank water.
112	Pool Equipment Room	5,6,12	X	X		Lunacon/Arcon	Seal all wall, floor and roof penetrations.
112	Pool Equipment Room	7	X	X		Dillon	Provide chemicals in all tanks. Connect exterior line to tanks.
112	Pool Equipment Room	8,13,16	X	X		Lunacon	Floor shows signs of ponding water. Modify slab or provide additional drains in order to correct condition.
112	Pool Equipment Room	9,10	X	X		Dillon	line. Extend pipes for a closer connection. <b>This is a requirement by Code to allow for a Vacuum break</b>
112	Pool Equipment Room	11,14				Curtis Painting	Clean construction debris, paint, marks, from all piping and equipment.
112	Pool Equipment Room	15	X	X		Curtis painting	Concrete floor to be sealed. Remove stains, clean, fill in holes, and prepare floor for sealer.
112	Pool Equipment Room	17,50	X	X		Curtis painting	Clean doors and frames. Touch up paint on doors and frames as required. Patch door as required.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
112	Pool Equipment Room	36,37,40,41,42,43	X	X		JJAS / Curtis Painting	Door and frame are showing signs of rust. Remove rust with wire brush, patch, treat and paint as required or replace door and frame.
112	Pool Equipment Room	18,28,48,49	X	X		Lunacon	Complete caulking installation of door frames to wall both inside and outside. Paint wall edge as required. Clean up existing caulking work. It is messy.
112	Pool Equipment Room	19,20	X	X		JJAS	Large gap between doors. Adjust doors. Provide cover and weatherstripping.
112	Pool Equipment Room	26	X	X		JJAS / Curtis Painting	Patch and paint holes, and damaged sections in doors.
112	Pool Equipment Room	21				SJ Plumbing	Remove and replace all rusted pipes.
112	Pool Equipment Room	23,25	X	X		JJAS	Door hardware (latch and hinge/frame connection) not properly installed.
112	Pool Equipment Room	22,24	X	X		Curtis painting	Double door astragal shall be painted to match the door.
112	Pool Equipment Room	27,29	X	X		JJAS	Complete hardware installation and clean all hardware.
112	Pool Equipment Room	45	X	X		Lunacon	Clean thresholds. Complete caulking installation.
112	Pool Equipment Room	30,39	X	X		E-tech	Complete low voltage installation. Open junction box. Paint exposed screws.
112	Pool Equipment Room	31,33	X	X		Curtis painting	Complete painting of door grilles.
112	Pool Equipment Room	32	X	X		Lunacon	Remove blue tape from hinges.
112	Pool Equipment Room	34	X	X		Curtis painting	Paint tops of doors.
112	Pool Equipment Room		X	X		Dillon	Ensure that all equipment is working properly. Equipment will be tested as the City goes on with the operation of the pool facility. Any deficiencies found will be sent in writing to Lunacon for appropriate action.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
<b>POOL EQUIPMENT - EXTERIOR</b>							
	Pool Equipment Exterior		X	X		Lunacon	Clean construction dust from all surfaces.
	Pool Equipment Exterior		X	X		E-tech	Complete installation of low voltage system components.
	Pool Equipment Exterior		X	X		Lunacon / Environtech	Seal all wall/roof penetrations.
	Pool Equipment Exterior					Curtis Painting	Touch up paint needed on numerous wall surfaces. All painted surfaces shall look homogeneous. Wall patches shall not be visible or noticeable.
	Pool Equipment Exterior	2	X	X		Environtech	Roof edge cap caulking installation is excessive and messy.
	Pool Equipment Exterior	3	X	X		Cevacon / Curtis Painting	Patch and paint holes, marks, etc., on walls in several areas.
	Pool Equipment Exterior	4	X	X		Curtis Painting	Water valve box needs to be cleaned. Touch up paint around it as needed. "WATER" sign is fading and needs to be redone.
	Pool Equipment Exterior	5				Saba	Seal/caulk all gaps between concrete floor and pavers.
	Pool Equipment Exterior		X	X		Lunacon	Clear all surfaces from construction debris.
	Pool Equipment Exterior	6	X	X		Cevacon	Clean grille. Remove paint, debris, etc. Sealed properly.
	Pool Equipment Exterior	8,12,20	X	X		Cevacon / Curtis Painting	Patch and paint dents/damage on wall.
	Pool Equipment Exterior	10,14	X	X		Curtis Painting	Touch up paint in several areas.
	Pool Equipment Exterior	11	X	X		Lunacon/Saba	Seal gap between threshold and pavers and at corners of wall.
	Pool Equipment Exterior	13	X	X		RCL	Complete installation of gate into equipment yard.
	Pool Equipment Exterior	15,16	X	X		Arcon AC / Curtis Painting	Seal wall penetrations. Provide frame to cover exposed edges of exhaust pipes (2 locations). Large opening cannot remain open.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Pool Equipment Exterior	17	X	X		Cevacon / Curtis Painting	Stucco patch and paint wall at bottom edge of building. All exterior exposed concrete required stucco and paint finish.
	Pool Equipment Exterior	18,19	X	X		Dillon	Seal around pipe penetration. Provide lockable cover for chemical service pipe. Patch and paint wall as required.
	Lockers		X	X		Curtis Painting	Touch up paint in several areas.
	Lockers	2,11	X	X		Lunacon	Concrete benches to be sealed. Smooth out rough edges. Prepare surface for sealer.
	Lockers	3	X	X		E-tech	What is purpose of plate on wall? Complete installation of device or remove and patch and paint wall as required.
	Lockers	4,5				Dillon	Remove rust stain from concrete slab.
	Lockers	6	X	X		Cevacon / Curtis Painting	Patch and paint holes, marks, etc., on walls in several areas.
	Lockers		X	X		Lunacon / Environtech	Seal all wall/roof penetrations.
	Lockers	7	X	X		Curtis Painting	Paint junction box cover to match conduits and wall.
	Lockers	8	X	X		Lunacon	Large gaps between wall and edge of concrete slab. Remove material and reinstall to provide a properly sealed installation.
	Lockers	10				Dillon	Remove stains from concrete slab in front of lockers and provide a clean, even colored surface.
<b>POOL DECK, SLIDE &amp; FENCING</b>							
	Pool Deck, Slide & Fencing		X	X		Lunacon	Clean construction debris from all surfaces.
	Pool Deck, Slide & Fencing		X	X		E-tech	Complete installation of low voltage system components. Especially security and alarm.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Pool Deck					Saba	Concrete pool deck staining and ponding are a big issue which require resolution. It was discussed that Lunacon would provide options the City of how to resolve these condition. Solutions are still pending. It was also discussed that Lunacon would provide a fee proposal for installation of Cool Deck to the pool deck. Fee proposal is still pending.
	Pool Deck, Slide & Fencing		X	X		Curtis Painting	Touch up paint needed on numerous surfaces. All painted surfaces shall look homogeneous. Patches shall not be visible or noticeable.
	Pool Deck, Slide & Fencing					Saba	Properly seal/caulk all joints.
	Fencing		X	X		JJAS	Provide master keys and duplicates to the City as required.
	Slide		X	X		Dillon	licensed structural engineer as required by the Department of Health and required to operate the slide.
	Pool Deck	1				Saba	Concrete pool deck adjacent to the building is stained. This issue to be resolved to the satisfaction of the City.
	Pool Deck & Slide	PS-1,&3 2,3,4,5,6,10,15 ,17,21				Saba	Numerous areas throughout the pool deck are ponding. Per our walk-thru these areas were identified and will need to be corrected. Submit a repair protocol for this condition.
	Pool Deck	36,40,52				Saba	Remove and reinstall pavers along the edge of the pool deck. In many areas the pavers are raised above the level of the pool deck causing them to contain the water on the pool deck. In other areas, the installation is uneven and not level.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Pool Deck	30				Saba	Grout edge of pool deck and perimeter pavers.
	Pool Slide	PD 64,80	X	X		RCL to provide solution	Lightning protection cabling is exposed and a hazard. Provide cover for the cable and fastener. Provide cover for the bolts at the base of the slide pylon.
	Pool Deck	109	X	X		Lunacon	Installation of pool Funbrella is pending.
	Pool Deck	27,53,138				Lunacon	Level and secure all planter tree grates to its frame. Most are uneven and a trip hazard.
	Pool Deck	57				Saba	Edges of concrete pool deck around the tree grates are rough and need to be smoother. Install sealant as required.
	Pool Deck	28,56	X	X		All Green	Cut back palm tree trunks in diamond pattern as discussed. As they are, they are currently a potential liability problem.
	Pool Deck	25,29,146				All Green	Sylvester palms are much shorter than the specified 26' height. As per email sent to Lunacon, showing an example of an 18' height palm. Remove and replace to comply or discuss monetary settlement with the City. Release/trim palm fronds.
	Pool Deck	30,40,52,129,147,151,155				Saba	Grout/seal gaps/edges between pavers. Remove construction debris prior to grouting/sealing. Provide smooth condition in this transition.
	Pool Deck	31,67,88,171	X	X		Lunacon	Utility cover and frame are rusted. Wire brush to remove rust, treat and paint black like the others.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Pool Deck	32,33,34,35, 53,54,55,59 60,61,62,119 120,121,137 152,157,158, 180,181,184 186,187,189 194,196				Saba	Remove stains, footprints, marks, etc. from concrete pool deck.
	Pool Deck	58,59,60,61 87,92,93,95, 152,178,180				Saba	Remove visible, attempted patches of a different color on the concrete pool deck.
	Fencing	36,38,41,45 48,49,128,154 155	X	X		RCL	All fence posts shall be installed so that the area around the fence post does not hold water causing the fence post to corrode in the near future. Many of the posts installed currently hold water. Remove and replace grout and install properly. Grout used was gray and not colored to match the concrete pool deck or paver.
	Pool Deck	57	X	X		Lunacon	Sealant installation around tree grates/frames is sloppy in some areas.
	Pool Deck	30,36,45,52 129				Saba	Remove and replace any broken, cracked, cut, stained pavers as required. All paver edges shall be smooth with even-sized grout lines between them.
	Pool Deck		X	X		RCL	Remove and replace temporary screening, security mesh on pool deck gates and fencing with new screen painted black to match the fence color.
	Fencing	36,37,38,41 48,49,50,123,1 24,131,147 151,154	X	X		RCL	Patch and paint all scratched, damaged, fence posts, rails and pickets. There are numerous examples throughout the facility.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Outside Facility	42,46	X	X		RCL	Complete installation of all railing thorough out the facility.
	Outside Facility & Pool Deck	39,44,114,116 125,128	X	X		RCL	Complete installation of all fence/gate hardware and missing sections in former playground area, utility yard and equipment area behind the multi purpose building.
	Outside Facility		X	X		Cevacon / Curtis painting	Provide a painted, stucco finish to any exposed concrete/cmu area in the facility, especially facing the planter areas.
	Outside Facility		X	X		All Green	Remove weeds from planter areas.
	Pool Deck	59,60,61,152 158,194	X	X		Lunacon	Clean construction debris and white deposits from concrete pool deck.
	Pool Side	1,2 PD-71	X	X		RCL	Complete installation of fencing and gate around pool slide per DOH. Ensure that all fence component edge conditions are smooth and properly finished. Fence post grout shall match pool deck color.
	Pool Slide	9,11,13,15,16 17,22,23,24 25,26,28,30 31,35,37,38 41,44,53				Dillon	There are numerous areas on the pool slide structure that have been damaged, scratched, scraped, paint removed, etc. and are showing signs of rust. Wire brush to remove rust, treat and paint to match rest of slide.
	Pool Slide	29,54,60				Dillon	Cut back protruding bolts from slide structure. Provide plastic bolt covers.
	Pool Slide	52, PD-78				Dillon	Complete painting of blue pipe in slide area. Remove blue paint from adjacent pool slide components.
	Pool Slide		X	X		Dillon	Complete installation of all slide components.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Pool Slide	14,56,57,58 59	X	X		E-tech	Remove and replace rusted grounding components on pool slide.
	Pool Deck	85,86,87,90 91,95,99,102 170,182,185				Saba	Concrete pool deck edge around pool shows areas that are cracked. Repair and neatly caulk as required. Current caulking installation is messy in some areas.
	Pool Deck	96,101,105, 107				Dillon	Complete installation of diving blocks. Adjust so that they are all level.
	Pool Deck	87,170,182, 183,194				Dillon	Remove and replace broken tiles at edge of pool. Clean stained tile and grout.
	Pool Deck	86,89,103 173, 191,192 193,195				Dillon	Remove and replace broken and damaged tiles at depth markers. Clean stained tile and grout. Some of the numbers are already fading.
	Pool Deck		X	X		Lunacon	Properly caulk around all pipe/sleeve penetrations on pool deck.
	Pool	100,145	X	X		Dillon	Clean/remove stains from marcite in pool.
	Pool Deck					Dillon	Remove and replace all damaged/missing pool drain grate sections.
	Pool Deck	139,161,167	X	X		Dillon	Properly install all covers on pool ladder posts.
	Pool Deck	148				Saba	Repair/patch all cracks on concrete pool deck. Visible patches will not be allowed.
	Building Facility					Dillon	All pool equipment to be tested and the City instructed on how to use the equipment.
	Pool Slide	44,46				Dillon	Clean all marks on the pool slide.



# MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Pool Slide	10,11,12	X	X		Whitewater	Canvas covering on top of slide is very short and does not provide much shade to users. <b>Per the Manufacturer the Canopy is not to be the entire area but is designed as installed.</b>
	Pool Slide	16,17,47,55				Dillon	Handrail expansion joints are rusting. Remove and replace and wire brush to remove rust, treat and paint to match rest of slide.
	Pool Slide	9,23,24,30,36				Dillon	Remove and replace sections of slide railing that the bottom and top of pickets are completely corroded.
	Pool Slide	29,54,60				Dillon	Remove all marks on slide structure and fasteners.
	Pool Deck	198,199,206				Lunacon	Complete cabana installation. Provide covers for all of the open junction boxes on the cabana posts. Provide plastic covers for all of the exposed bolts on the post base plates.
	Pool Deck	201,202,203	X	X		Lunacon	Pool showers are dirty and show signs of rust in some areas. Clean/treat as required. Properly seal/caulk base of shower to concrete pool deck.
	Pool					Dillon	Provide bolt covers on water feature bolts.
	Pool					Dillon	Bolts on water features need to be tightened. Some are loose/hand tightened and are coming off.
	Pool		X	X		Dillon	Provide pool vacuum to city per construction documents sheet SP-1.12.
	Pool		X	X		Dillon	Pool feed covers shall be flush with the bottom of the pool. Several of them are loose or have screws too long causing gaps between the cover and the pool.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Pool					Dillon	Domed covers on pool features hiding bolts to floor have noticeable rust. Remove rust with wire brush, treat and finish as required or remove and replace.
	Pool		X	X		Dillon	Provide inspection forms for pool features and slide.
	Pool					Dillon	Provide SDS forms for chemicals.
	Pool		X	X		Dillon	Water features shake when turned on & off. You can feel the vibrations on deck in some areas. Adjust as required.
	Pool Deck		X	X		Dillon	Provide directions on how to operate Handicap lifts. One of the lifts appears to be missing a battery.
	Pool Equipment Room					Dillon	Provide instructions on how to operate pool heater.
	Pool Equipment Room					E-tech	Power outlet for PH and Acid feeder is directly below water outlet in pump room. This needs to be moved to a location approved by the City.
	Pool Equipment Room					Dillon / E-tech	Switch for PH and Acid should be a switch rather than plugging and unplugging machines.
	Pool Equipment Room					Dillon	First sandtrap in pump room is leaking water and puddling.
	Outside Facility					Dillon	Where gutters meet on corners they are weak and unable to hold weight or break. Gutters have come loose in areas. Remove and replace and provide adequate support for the gutter.



# MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
<b>Landscaping Site Improvements</b>							
	Landscaping		X	X		Lunacon	Clean construction debris from all surfaces.
	Landscaping		X	X		All Green	Confirm irrigation system is completely installed, working properly and timer is set correctly.
	Landscaping		X	X		All Green	Complete installation of sod, mulch and plant material as needed on site and in swale areas.
	Landscaping					Heavy Civil	Remove stains from all concrete walkways.
	Landscaping					Heavy Civil	Properly seal/caulk all joints
	Landscaping	2,3,4,5,6,7,8,9,10,11,12,13,14,15,18,19,30,31	X	X		All Green	Landscaping installation is incomplete.
	Landscaping	23				All Green	Sylvester palms are much shorter than the specified 26' height. As per email sent to Lunacon, showing an example of an 18' height palm. Remove and replace to comply or discuss monetary settlement with the City. Release/untie palm fronds.
	Landscaping	25	X	X		All Green	Remove broken fronds on Triple Solitaire Palms.
	Landscaping	44	X	X		All Green	One of the Triple Solitaire Palms is missing a palm, making it a double, and shall be replaced
	Landscaping	26	X	X		All Green	Macho ferns are half dead and shall be replaced.
	Landscaping	21				Heavy Civil	Concrete spray/splatter on fence, plants and light poles shall be removed.
	Landscaping					Heavy Civil	The concrete joints are a mess. They shall be even and consistent and without splatter or over flow.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Landscaping	35, 36				All Green	The Live Oak trees in the parking lot and swale are planted too deep; they shall be raised to expose the root flare. They are also supposed to be 20' in height. Remove and replace to comply or discuss monetary settlement with the City.
	Landscaping					Heavy Civil	Concrete splatter on drains and inlets shall be removed
	Landscaping					Heavy Civil	Oil stains on concrete sidewalks shall be removed.
	Landscaping					Heavy Civil	Tap cons shall be painted to match item being secured
	Landscaping	20	X	X		Lunacon	Rocks, rubble, roadway base and construction debris shall be removed from all planting beds
	Landscaping					Heavy Civil	Tactile surfacing on sidewalks have concrete on them which need to be removed.
	Landscaping		X	X		All Green	Remove weeds from all of the planting beds.
	Landscaping		X	X		All Green	Ensure that there is no exposed weed screen in the plant beds and that they are properly covered with mulch.
	Landscaping	5, 6, 7, 9				Lunacon	Remove paint, debris, etc. from all utility components such as transformer, backflow preventer, hydrant, etc.
	Landscaping		X	X		Lunacon	Complete installation of permanent water meter.
	Landscaping		X	X		All Green	Confirm correct number of palms installed as per drawings.
	Landscaping		X	X		All Green	Confirm correct number of trees installed as per drawings.
	Landscaping	49	X	X		All Green	Installed sod is dying/dead in some areas. Remove and replace as required.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Landscaping		X	X		All Green	There are areas that don't seem to get water from the irrigation system. Confirm installation and number of heads is correct and not buried too deep to prevent equal distribution and provide proper coverage of water to nearby plant material.
<b>PARKING LOT</b>							
	Parking Lot					Heavy Civil	Clean construction debris from all asphalt surfaces.
	Parking Lot					Heavy Civil	Clean paint overspray from all asphalt surfaces.
	Parking Lot					Heavy Civil	Sloppy installation of stamped colored asphalt around bollards. Visible patched are not allowed.
	Parking Lot					Heavy Civil	Clean paint from bollards.
	Parking Lot					Heavy Civil	Striping paint is insufficient in some areas. Apply another coat.
	Parking Lot					Heavy Civil	Clean construction debris from curbs.
	Parking Lot					Heavy Civil	Some areas in the parking lot are ponding. Regrade as necessary.
	Parking Lot					Heavy Civil	Some curbs are damaged or have asphalt on them. Repair as required.
	Parking Lot					Heavy Civil	Some wheel stops are damaged/chipped. Repair or replace as required.
	Parking Lot					Heavy Civil	Reinforcing bars on wheel stops are rusting. Wire brush, treat and seal as required.
	Parking Lot					Heavy Civil	Remove paint overspray on asphalt surfaces throughout the parking lots.
	Parking Lot					Heavy Civil	Remove covers and clean tactile walking surfaces throughout the walkway areas.
	Parking Lot					Heavy Civil	Clean/trim asphalt entry drive edges as required.



## MIAMI SPRINGS AQUATIC CENTER PUNCHLIST



Room No.	Room Name	Picture No.	Verified Lunacon	Verified Sub	Verified Owner	Subcontractor	Comment
	Parking Lot					Heavy Civil	Replace cracked/broken wheel stops.
	Parking Lot					Heavy Civil	Clean and paint electric box cover.
	Parking Lot					Heavy Civil	Clean construction dust/stains from asphalt surfaces.



**City of Miami Springs, Florida**  
City Council Meeting

Workshop Meeting Minutes  
Monday, August 1, 2016, 2015 6:00 p.m.

Council Chambers at City Hall  
201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:20 p.m.

Present were the following:

Mayor Zavier M. Garcia  
Vice Mayor Roslyn Buckner  
Councilman Bob Best  
Councilman Billy Bain  
Councilman Jaime Petralanda

City Manager/Finance Director William Alonso  
City Planner Chris Heid  
Elderly Services Director Karen Rosson  
Public Works Director Tom Nash  
Golf Director Paul O'Dell  
Golf Superintendent Laurie Bland  
City Clerk Erika Gonzalez-Santamaria

- 2. Invocation:** Offered by Councilman Bain

**Salute to the Flag:** The audience participated.

- 3. Workshop on Proposed Fiscal Year 2016-2017 Budget**

- I. Opening Remarks by City Manager/Finance Director William Alonso**

City Manager Alonso introduced the upcoming workshop and stated that the upcoming budget discussions offers Council various options and decisions required to finalize the FY2016-2017 budget. He presented a statement based on the current millage rate of 7.500, revenues of \$15,965,158. The proposed budget reflects at the recommended millage rate a surplus of \$100,775. There are no reduction in services and no new outsourced services. The new proposed budget includes a proposed COLA increase of 3% for staff excluding the City Manager and a 2% pay increase for all police uniformed officers according to the contract, continues a 1% deduction of pension contributions for police officers, a payout of \$28,000 to two retiring Public Works employees, the budget proposes upgrades to police vehicles, City infrastructure improvements, and among other

items being proposed in the upcoming budget.

II. City Council

City Manager/Finance Director Alonso stated that the budget shows a \$18,305 decrease in the Council proposed budget. He stated that the decrease is due to the Miami Springs 90<sup>th</sup> birthday celebration which was not included in this year's budget since it was in last years' budget. Council budget includes \$32,500 in upcoming annual events, \$35,000 for the Curtiss Mansion, and \$4,800 for the Historic Museum's storage costs.

Presentations were provided by Tom Curtis for the River Cities Festival, Richard Wheeler for CMI the Curtiss Mansion, Ralph Wakefield for the Pelican Playhouse, and Beverly Roetz from the Historical Society.

III. City Clerk

The City Clerk's budget is \$35,797 more than last year. The increase includes \$20,000 for the 2017 City Elections. The City Clerk explained the reduction in maintenance due to the software program that is used for records management. There were no further additions to the Clerk budget.

IV. City Manager

Mr. Alonso stated that the City Manager's budget is \$22,990 lower mainly due to personnel costs. He stated that the City Manager budget includes \$45,000 for lobbyist services. There were no further changes in this portion of the budget.

V. Finance

City Manager/Finance Director Alonso stated that there 15% decrease due to the combination of City Manager/Finance Director positions. The department includes an additional \$25,000 in professional services for contract negotiations with the Police Union.

Assistant to City Manager Tammy Romero explained that on the wish list is a request for an electronic marquee sign on the Circle for Council's consideration. There were no further changes to the budget.

VI. Elderly Services

City Manager/Finance Director Alonso stated that the Elderly Services budget is approximately \$38,326 or 8% lower than the previous year. The proposed budget includes \$49,545 for the City to fund the continuation of fitness, Tai-Chi, and drumming classes as well as \$18,112 to continue funding of weekend meals for residents. The proposed budget includes \$5,100 for a new ice machine and a stand up freezer for the next fiscal year.

Elderly Services Director Karen Rosson answered Council's questions to their satisfaction. There were no further discussions on this section of the budget.

VII. Planning

Mr. Alonso stated that the proposed budget is \$10,354 or 12% lower than the current year. This reduction was in professional services for a water study that was completed in the previous year.

Zoning and Planning Director Chris Heid addressed the Council's questions. There was no further discussion on this portion of the budget.

VIII. Public Services Department

i. Administration

Mr. Alonso stated that the Administration budget is approximately \$20,949 lower than the current year. There were no significant changes in this portion of the budget.

ii. Streets/Streetlights Division

City Manager/Finance Director Alonso explained the budget is \$45,620 higher or 11.5% than the current year. Budget includes \$50,000 for tree planting city-wide.

iii. Public Properties

City Manager/Finance Director Alonso stated that the Public Properties budget is about \$8,164 lower than the current year.

City Council requested that the public rights-of-way be maintained trimmed even if Public Works Director Nash needs to hire additional staff. The Public Works Director stated that he is proposing two additional part-time personnel to assist in the maintenance of public property.

iv. Building Maintenance

City Manager/Finance Director Alonso said the department is \$17,914 higher than the current year. This includes City Hall and Fire Station repairs of the air condition units.

There were no further questions for this section of the budget.

v. Fleet Maintenance

Mr. Alonso explained that the Fleet Maintenance budget is \$4,561 lower than the current year. This includes a reduction in current fleet maintenance contract services.

vi. Road and Transportation

City Manager/Finance Director Alonso stated that the Road and Transportation, Sanitation and Stormwater funds do not impact the General Fund. The proposed budget is \$39,216 or 5.5% lower than FY2015-2016. The Road and Transportation fund includes funds from the Citizens Independent Transportation Trust (CITT) and the projected revenue for next year is approximately \$672,488.

vii. Sanitation

The Sanitation fund is self-sufficient as it is funded through the sanitation fees that are collected on an annual basis, according to Mr. Alonso. The proposed budget is \$53,288 lower than last year.

viii. Stormwater

Mr. Alonso explained that the Stormwater fund includes fees collected through the water bill. The current fee per residential unit is \$3.68 per month, which has not increased since 2001. The City hired a consultant to work on a Stormwater Utility Study which will suggest a possible increase in the charges per residential unit for services.

IX. Golf

City Manager/Finance Director Alonso stated that the Golf Department budget is \$34,551 or 1.9% lower than last year. Mr. Alonso also reminded Council that the food and beverage services will be a revenue generator. An RFP is currently being prepared for the services and should be on-board by January 2017.

Golf Director Paul O'Dell answered Council's questions. Golf Course Maintenance Superintendent Laurie Bland was present to answer questions regarding the golf maintenance budget; no changes were made.

**4. Adjourn**

There being no further business to be discussed the meeting was adjourned at 9:25 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
this 22<sup>nd</sup> day of August, 2016.*

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*Zavier M. Garcia, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



## **City of Miami Springs, Florida**

### City Council Meeting

Regular Meeting Minutes

Monday, August 8, 2016 7:00 p.m.

Council Chambers at City Hall

201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:10 p.m.

Present were the following:

Mayor Xavier M. Garcia  
Vice Mayor Roslyn Buckner  
Councilman Bob Best  
Councilman Billy Bain  
Councilman Jaime A. Petralanda

Assistant City Manager/Finance Director William Alonso  
City Attorney Jan K. Seiden  
City Clerk Erika Gonzalez-Santamaria  
Chief Armando Guzman  
IT Director Jorge Fonseca  
Elderly Services Director Karen Rosson

- 2. Invocation:** Offered by Mayor Garcia

**Salute to the Flag:** Members of the audience led the Pledge of Allegiance and Salute to the Flag

- 3. Awards & Presentations:**

A) Presentation of Certificate of Sincere Appreciation Plaque to William "Dennis" O'Neal in Recognition of 10 Years of Dedicated Service to the City of Miami Springs Public Services Department

**Mayor Garcia presented a plaque for Mr. O'Neal's years of service to the City. Mr. O'Neal shared a few words and thanked everyone for their support over the years.**

B) Officer of the Month for June 2016 presented to Detective Ramon Tamargo

**After stating the events that transpired that led to this recognition of both detectives, Chief Guzman presented Detective Tamargo with an Officer of the Month plaque recognizing him for his efforts in the recent case.**

- C) Officer of the Month for June 2016 presented to CST Officer Jason Hall

**After introductory remarks, Chief Guzman was proud to announce that CST Officer Hall as Officer of the Month and was one of the detectives that assisted in a recent major police case that led to several arrests.**

- D) Recognizing long-time Miami Springs resident Manny Carneri on his 90<sup>th</sup> birthday

**Mayor Garcia presented Mr. Carneri with a certificate of recognition in celebration of his 90<sup>th</sup> birthday.**

- E) Yard of the Month Award for August 2016 - Jason & Melinda Usallan - 388 Payne Drive

**Mr. and Mrs. Usallan were not present to receive their certificate for Yard of the Month.**

- F) Presentation from Renovate America to establish a Clean Energy Program in which the City of Miami Springs is the initiating and regulating entity for the new “district”, in accordance with Section 163.08 Florida Statutes as an addition to the program approved by the City in October 2014 with The Clean Energy Coastal Corridor Pace District

**John Thomas with Renovate America provided a handout on the organization, which is the largest provider of PACE financing in America. He requested that Council consider give residents an option on financing energy efficient products in their homes. He also requested that Council join an additional PACE district in partnership with Renovate America. Mr. Thomas answered the several questions from the City Council. The City Council requested that Mr. Thomas work with Administration and the City Attorney to come up with a mutual agreement for their consideration.**

- 4. **Open Forum:** The following members of the public addressed the City Council: Evelio Cabrera, 459 Hunting Lodge Drive.

**5. Approval of Council Minutes:**

- A) June 27, 2016 - Regular Meeting
- B) July 18, 2016 - Special Meeting
- C) July 28, 2016 – Special Meeting

**Councilman Bain moved to approve the minutes of June 27, 2016, July 18, 2016, and July 28, 2016. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Petralanda and Mayor Garcia voting Yes.**

- 6. **Reports from Boards & Commissions:** None at this time.

7. **Public Hearings:** None at this time.

8. **Consent Agenda: (Funded and/or Budgeted):**

A) Approval of the City Attorney's Invoice for July 2016 in the Amount of \$12,204.00

B) Recommendation by Police that Council approve an expenditure to Royal Rent-A Car Systems of Florida, the lowest responsible quote of \$17,088.00, for the monthly rental of two vehicles (for a twelve month period), as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, as funds were approved in the FY 15/16 Budget pursuant to Section §31.11(C)(2) of the City Code

C) Recommendation by the Police Department that Council approve an expenditure to TBS Miami, LLC, as a sole source provider, in the amount of \$11,972.24, for new office furniture for the Investigations Unit, as there is only one source (letter attached) for the required custom furniture and funds are available in the FY15/16 Budget, pursuant to Section §31.11(E)(6)(c) of the City Code

D) Recommendation by Golf that Council approve an increase to the City's current open purchase order with Acushnet, in an amount not to exceed \$2,000.00, for Titleist and Foot Joy merchandise to be re-sold in the golf pro shop as funds were budgeted in the FY15/16 Budget, pursuant to Section §31.11(E)(6)(g) of the City Code

E) Recommendation by Public Works that Council approve an increase to the City's current open purchase order with Micar Trucking, Inc. utilizing Miami-Dade County under contract #4056-0/16 (attached) in an amount not to exceed \$5,000.00, for road rock which exceeds the originally budgeted amount of \$9,500.00 in the FY15/16 Budget, pursuant to Section §31.11(E)(6)(g) of the City Code (CITT Funds)

**John Souder, address is exempt from the record, had requested further discussion of Item D. He inquired whether the merchandise being resold was making a profit to the City.**

**Councilman Best moved to approve the Consent Agenda Item D. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Petralanda and Mayor Garcia voting Yes.**

**Councilman Petralanda pulled Consent Agenda Item E for further discussion. He wanted to clarify that the amount requested is over the amount that was originally budgeted. Mr. Alonso said yes it is and that these funds are coming from CITT funds.**

**Councilman Petralanda moved to approve the Consent Agenda Item E. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as**

**follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Petralanda and Mayor Garcia voting Yes.**

**Councilman Bain moved to approve the Consent Agenda Items A, B, and C. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Petralanda and Mayor Garcia voting Yes.**

**9. Old Business:**

A) Appointments/Re-appointments to Advisory Boards by the Mayor and Council Members

**No appointments were made at this time.**

B) Request by Councilman Petralanda to allow audio/video pre-recording of public comments/open forum

**Donna Hernandez, 769 Pinecrest Drive and John Souder, address exempt from Florida Statute, addressed the Council.**

**Discussion ensued, Councilman Petralanda moved to approve Option #2, with the following amendments allow videos of two minutes or less, allow ten videos per Council meeting, and to be played during open forum. Councilman Bain seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Bain, Councilman Petralanda and Mayor Garcia voting Yes; Councilman Best voting No.**

**10. New Business:**

A) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Fourth Budget Amendment To The FY2015-2016 Budget; By Transferring Designated Fund Balance Funds To The General Fund And The Special Revenue And Capital Projects Fund; Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

**City Attorney Jan Seiden read the item for the record.**

**Vice Mayor Buckner moved to approve the Resolution. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Councilman Petralanda and Mayor Garcia voting Yes.**

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs Requesting That The Florida Legislature Amend Florida Statutes, Section 775.085, To Include Enhanced Penalties For Felonies And Misdemeanors Committed Against Law Enforcement Officers, Firefighters, And Emergency Services Personnel Due To Their

Employment Status; Instructions To The City Clerk; Severability; Effective Date

**City Attorney Jan Seiden read the item for the record.**

**Vice Mayor Buckner moved to approve the Resolution. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Councilman Petralanda and Mayor Garcia voting Yes.**

C) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs Amending The Current Schedule Of Charges For The Use Of City Recreation Facilities And Related Services; Effective Date

**City Attorney Jan Seiden read the item for the record.**

**Councilman Petralanda moved to approve the Resolution. Vice Mayor Buckner seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Councilman Petralanda and Mayor Garcia voting Yes.**

D) Councilman Petralanda's request for Installation of a light pole at N. Royal Poinciana and the catwalk

**The City Manager/Finance Director William Alonso read the staff memo for the record.**

**Ms. Diaz, representing the Miami-Dade Public Schools Adult Education Program, addressed the Council.**

**Councilman Petralanda moved to approve the request for installation of the light pole. Councilman Bain seconded the motion, which failed 2-3 on roll call vote. The vote was as follows: Councilman Best and Councilman Petralanda voting Yes; Vice Mayor Buckner, Councilman Bain, and Mayor Garcia voting No.**

**Mayor Garcia encouraged Ms. Diaz and Councilman Petralanda to discuss the installation of the light pole with the School Board to see if they are willing to assist in the funding of the proposed project.**

E) Request by Pelican Playhouse for Council approval for PG-13 production in November 2016.

**This item was heard after 10F. Ralph Wakefield, director of the Pelican Playhouse, addressed the City Council.**

**Councilman Best moved to approve the request. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Councilman Petralanda and Mayor**

**Garcia voting Yes.**

F) Request for funding by Elaine Martin for Police services for the Childhood Cancer 5K on September 24, 2016

**This item was heard immediately after Old Business Item 9B.**

**Councilman Best moved to approve the request. Vice Mayor Buckner seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Councilman Petralanda and Mayor Garcia voting Yes.**

G) Consideration of the Board of Parks and Parkways Recommendation to recognize Nicole San Martin for her Community Service at the Butterfly Garden in front of the Library

**The City Council gave general consensus to recognize Ms. San Martin at an upcoming Council meeting.**

**11. Other Business:**

A) Fiscal Year 2015-2016 Budget Status Report – Third Quarter (Unaudited)

**City Manager/Finance Director is slightly outdated because of the Golf Course payoff and that the Fund Balance is maintained at \$4 million.**

B) First Month Aquatic Facility Revenue Report

**This item was heard after Item 10C.**

**Recreation Director Omar Luna gave a report on the first month's financial activity for the aquatic facility. Revenues had totaled \$39,000 for the month of July. He reported that future bookings have been scheduled and that future revenue projections are in line and look very good.**

**The Mayor inquired about the Lunacon punchlist to finalize the pool. He requested that an update be provided at the August 22<sup>nd</sup> Council meeting.**

**12. Reports & Recommendations:**

A) City Attorney

City Attorney Seiden said he missed seeing Ron Gorland sitting across from him during the meetings, but knows that William Alonso will do an excellent job as City Manager. He also welcomed Tammy Romero to the dais and wished her good luck on her new position.

B) City Manager

No report at this time.

C) City Council

Councilman Best had no report at this time.

Vice Mayor Buckner had nothing to report at this time.

Councilman Petralanda had nothing to report at this time.

Councilman Bain thanked everyone that turned out at the Golf Course ceremonial burning of the Golf course note since it was finally paid off. He stated that he and his family had a great time at the pool this weekend. He encouraged members of the Council to bring forward their ideas for discussion at Council meetings since it is the only time they can discuss things. He appreciated that Councilman Petralanda brought forward his idea on the video recordings of open forum comments and that he said that he did not deserve to be criticized for coming up with an idea for consideration.

Mayor Garcia requested that he would like the event list that was produced previously to start again so that the City Clerk can send these events to the City Council as electronic calendar invites.

### **13. Adjourn**

There being no further business to be discussed the meeting was adjourned at 9:25 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 22<sup>nd</sup> day of August, 2016.*

---

*Zavier M. Garcia, Mayor*

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## ***City of Miami Springs, Florida***

The **Board of Adjustment** met in Regular Session at 6:30 p.m., on Tuesday, August 9, 2016 in the Council Chambers at City Hall.

### **1) Call to Order/Roll Call**

The meeting was called to order at 6:34 p.m.

The following were present:

- Chairman Manuel Pérez-Vichot
- Vice Chair Ernie Aloma
- Bob Calvert
- Juan Molina
- Martin L. Marquez
- Alejandro Gonzalez

Also present:

- Zoning and Planning Director Chris Heid
- Board Secretary Juan D. Garcia

### **2) Approval of Minutes**

The minutes for the June 6, 2016 meeting were approved as written.

**Board member Calvert moved to approve the minutes as written. Board member Molina seconded the motion, which passed unanimously 5-0 on voice vote.**

### **3) Swearing In of All Witnesses and Zoning and Planning Director:**

Board Secretary Garcia swore in the Zoning and Planning Director, the applicants or representatives of the applicants who would testify should the Board have any questions.

### **4) New Business:**

- A) **Case # 06-V-16  
ENNA ALCAINE  
919 HUNTING LODGE DRIVE  
Zoning: R-1A, RESIDENTIAL SINGLE FAMILY**

The applicant is seeking a variance in order to construct an addition to the existing non-conforming side yard setback of the residence for a new addition to a single family home.

Zoning and Planning Director Heid read his recommendation to the Board. In his recommendation, Zoning and Planning Director Heid noted that this was a project that was previously recommended favorably by the Board of Adjustments and approved by the City Council. He added that the applicant did not obtain the building permit in time frame that was required and because of this she is resubmitting for the same variance that was previously requested.

Chair Pérez-Vichot asked if there were any correspondence received in favor or against this project.

Zoning and Planning Director Heid informed the Board that no correspondences were received regarding this project.

Chair Pérez-Vichot noted that with the addition that is being requested, the house would have 5 bed rooms. Chair Pérez-Vichot asked Zoning and Planning Director Heid if they would have the required amount of parking necessary as stated in the City's Code.

Zoning and Planning Director clarified that the applicant needs three parking spaces, which the applicant has. The house currently has a garage, as well as a 56 foot drive way which is more than adequate.

Board member Calvert asked Zoning and Planning Director Heid if the front yard met the required green space area. Zoning and Planning Director Heid responded that it did meet the requirements for green space area as required by the City's Code.

Board member Molina asked why the applicant had let the approval elapse multiple times.

Carlos Fox, the applicant's son-in-law, explained that in 2002 the applicant's husband passed away and that delayed the project. Last year when the project was resubmitted for the second time, there were problems with the architect as well as personal health issues. For this current request for the variance, the plans have been completed and everything is ready to finally go through with the project.

Chair Pérez-Vichot asked if there were any other comments from members of the Board or the audience. There were no comments at this time.

**Board member Molina moved to approve the variance requested with the three conditions listed in the Zoning and Planning Director's recommendation. Vice Chair Aloma seconded the motion, which passed unanimously 5-0 on voice vote. The vote was as follows: Board member Calvert, Board member Molina, Board member Marquez, Vice Chair Aloma, and Chair Pérez-Vichot voting Yes.**

Chair Pérez-Vichot advised the applicant of the 10 day appeal period.

**B) Case # 08-V-16  
MELISSA & RICHARD BENNETTI  
1171 NIGHTINGALE AVENUE  
Zoning: R-1B, RESIDENTIAL SINGLE FAMILY**

The applicant is seeking a variance in order to construct an addition that continues the existing non-conforming side yard setback of the residence for a new addition to a single family home.

Zoning and Planning Director Heid read his recommendation to the Board. In his recommendation he noted that this project to add a second floor addition to the property and to continue the existing non-conforming side yard setback.

Chair Pérez-Vichot asked if there were any comments from the audience or any Board member. There were no comments at this time.

**Vice Chair Aloma moved to approve the variances with the three conditions that were listed in the Zoning and Planning Director's recommendation. Board member Calvert seconded the motion, which passed 5-0 on voice vote. The vote was as follows: Board member Calvert, Board member Molina, Board member Marquez, Board Alternate Gonzalez and Vice Chair Aloma voting Yes.**

Chair Pérez-Vichot advised the applicant of the 10 day appeal period.

**5) Old Business:** None.

**6) Adjournment**

Chair Pérez-Vichot took a moment to address the Board regarding the procedures of Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers. He stated that he recently submitted a Form 8B for the previous Board of Adjustment meeting on June 6, 2016. Chair Pérez-Vichot also made reference to a letter written by Board member Marquez shortly after the June 6 meeting, which was submitted to the Miami-Dade County Commission on Ethics and Public Trust. He indicated that the letter written by Board member Marquez questioned the procedures that took place during the June 6 meeting of which Chair Pérez-Vichot had excused himself from voting, and making negative references to the integrity of the Board. He clarified that when filing Form 8B for voting conflict, it does not require for the person to leave the room, nor the dais, but simply does not allow the person with the voting conflict to cast a vote.

Board member Marquez questioned the timing and motives of Chair Pérez-Vichot's comments and asked if this was a matter of politics or part of the Board meeting.

Chair Pérez-Vichot explained to Board member Marquez that he is making these comments because the Board's integrity was questioned and he believes they need to be addressed.

Vice Chair Aloma added that he welcomes differences of opinions and believes it is good for the Board, but agreed that the letter that was written was inaccurate. Vice Chair Aloma cautioned Board member Marquez about spreading lies about him and the rest of the Board members.

Board member Marquez acknowledged Vice Chair Aloma's comments.

Chair Pérez-Vichot agreed with Vice Chair Aloma's comments and added that if the Board would have asked him to step out of the meeting during the discussion of the item that he had submitted the form for, he would not have had an issue in doing so.

There was no further business to be discussed and the meeting was adjourned at 6:59 p.m.

Respectfully submitted:

\_\_\_\_\_  
Juan D. Garcia  
Board Secretary

Adopted by the Board on  
this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Manny Perez-Vichot, Chair

Words ~~stricken through~~ have been deleted. Underscored words represent changes. All other words remain unchanged.

\*\*\*\*\*

*“The comments, discussions, recommendations and proposed actions of City Citizen Advisory Boards do not constitute the policy, position, or prospective action of the City, which may only be established and authorized by an appropriate vote or other action of the City Council”.*

\*\*\*\*\*



# AGENDA MEMORANDUM

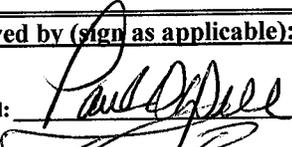
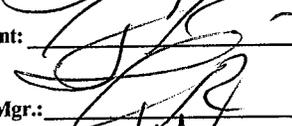
**Meeting Date:** 8/22/2016  
**To:** The Honorable Mayor Xavier M. Garcia and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Paul O'Dell, Golf and Country Club Director  
**Subject:** Coca Cola Beverages

## RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order with Coca Cola Beverages, as a sole source provider of their products, in an amount not to exceed \$2,000.00, for purchase of Coca Cola products for resale as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:** To purchase Coca Cola Beverages for resale in the golf pro shop and restaurant.

**Submission Date and Time:** 8/16/2016 10:53 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Golf Course Operations</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u></u>	Account No.: <u>001-5707-572-5210</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>8,999.82</u>
		Current request: \$ <u>2,000.00</u>
		Total vendor amount: \$ <u>10,999.82</u>



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016

**To:** The Honorable Mayor Xavier M. Garcia and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Paul O'Dell, Golf and Country Club Director

**Subject:** The Anderson's, INC.

## RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order with The Anderson's, INC, as a sole source provider and manufacturer of their products, in an amount not to exceed \$5,000.00, for micro granulated fertilizers for the greens at the golf course as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:** To continue to improve playability of the golf course.

**Submission Date and Time:** 8/16/2016 10:52 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-5708-572-5231</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Assf. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>15,000</u>
		Current request: \$ <u>5,000</u>
		Total vendor amount: \$ <u>20,000</u>



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016

**To:** The Honorable Mayor Zavier M. Garcia and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Paul O'Dell, Golf and Country Club Director

**Subject:** Harrell's

## RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order with Harrell's, piggybacking off the Miami Dade contract # 9020-1/19-1, in an amount not to exceed \$10,000.00, for customized liquid fertilizers for the golf course as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:** To continue improving playing conditions at the golf course.

**Submission Date and Time:** 8/16/2016 10:50 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-5708-572-5231</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>50,000</u>
		Current request: \$ <u>10,000</u>
		Total vendor amount: \$ <u>60,000</u>



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016

**To:** The Honorable Mayor Xavier M. Garcia and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Paul O'Dell, Golf and Country Club Director

**Subject:** Howards Fertilizer and Chemical

**RECOMMENDATION:**

Recommendation by Golf that Council approve an increase to the City's current open purchase order with Howard's Fertilizer and Chemical, utilizing the Town of Davie # B14-25 contract, in an amount not to exceed \$10,000.00, for fertilizer blends for the golf course as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:** To continue improving playability of the greens, tees, fairways and roughs.

**Submission Date and Time:** 8/16/2016 10:51 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u>Paul O'Dell</u>	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u>[Signature]</u>	Account No.: <u>001-5708-572-5231</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u>[Signature]</u>	Amount previously approved: \$ <u>110,000</u> Current request: \$ <u>10,000</u> Total vendor amount: \$ <u>120,000</u>



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016  
**To:** The Honorable Mayor Zavier Garcia and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Paul O'Dell, Golf and Country Club Director  
**Subject:** Florida Superior Sand, Inc.

## RECOMMENDATION

Recommendation by Golf that Council approve an increase to the City's current open purchase order with Florida Superior Sand, Inc., utilizing Miami Dade county contract # 9408-1/14-1, in an amount not to exceed \$6,000.00, for medium grade sand for the golf course as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:** To replenish sand supply at the golf course for divot repair, topdressing and bunkers.

**Submission Date and Time:** 8/16/2016 10:54 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Course Operations</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-5708-572-4651</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>50,000.00</u>
		Current request: \$ <u>6,000.00</u>
		Total vendor amount: \$ <u>56,000.00</u>



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016  
**To:** The Honorable Mayor Xavier M. Garcia and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** PO# 160144 Increase

## RECOMMENDATION:

Recommendation by Public Works that Council approve an increase to the City's current open purchase order with Miami Tiresoles, utilizing Miami Dade County under contract # 15/17-07-0220 (attached) in an amount not to exceed \$3,000.00, for tires as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:** This is for the purchase of automotive & truck tires for all departments.

**Submission Date and Time:** 8/17/2016 3:38 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>All divisions that have vehicles</u>
Prepared by: <u>Nicolle Rodriguez</u>	Procurement: _____	Account No.: <u>xxx-xxxx-xxx-5207</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>30,000.00</u>
		Current request: \$ <u>3,000.00</u>
		Total vendor amount: \$ <u>33,000.00</u>



**CONTRACT AWARD SHEET**  
**Internal Services Department**  
**Procurement Management Services**

*Bid No. 15/17-07-0220*  
*Award Sheet*

DIVISION

BID NO.: 15/17-07-0220

PREVIOUS BID NO.: 14/15-06-0131

TITLE: TIRES & OTHTER RELATED SERVICES

CURRENT CONTRACT PERIOD: 08/26/2015 through 02/28/2017

Total # of OTRs: 0

**MODIFICATION HISTORY**

*Bid No. 15/17-07-0220*

*Award Sheet*

<b><u>DPM Notes</u></b>
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<b><u>APPLICABLE ORDINANCES</u></b>
LIVING WAGE: <u>No</u> UAP: <u>No</u> IG: <u>No</u>
OTHER APPLICABLE ORDINANCES:

**CONTRACT AWARD INFORMATION:**

<u>No</u> Local Preference	<u>No</u> Micro Enterprise	Full Federal Funding	<u>No</u> Performance Bond
Small Business Enterprise (SBE)	PTP Funds	Partial Federal Funding	<u>No</u> Insurance
Miscellaneous:			

REQUISITION NO.:

PROCUREMENT AGENT: <b>TRACEY L. JONES</b>	
PHONE: 305 375-4803	FAX:                      EMAIL: TJONES@MIAMIDADE.GOV

VENDOR NAME: TIRESOLES OF BROWARD INC  
 DBA: MIAMI TIRESOLES  
 FEIN: 650829510 SUFFIX: 01 33016  
 STREET: 7800 NW 103RD STREET CITY: HIALEAH GARDENS ST: FL ZIP:  
 FOB TERMS: DEST-P DELIVERY:  
 PAYMENT TERMS: NET30 TOLL PHONE: -

**VENDOR INFORMATION:**

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside Bid Pref.
	Micro Ent.	Selection Factor Goal
	Other:	Vendor Record Verified?

\*\*\*\*\*

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
STEVE STAFFORD	305-821-2121	-	305-826-4473	MIAMITIRESOLES@GMAIL.COM

VENDOR NAME: KM PEDERSEN ENTERPRISES INC  
 DBA: HOMESTEAD TIRE & AUTO SV  
 FEIN: 651159898 SUFFIX: 01 33030  
 STREET: 406 WASHINGTON AVE CITY: HOMESTEAD ST: FL ZIP:  
 FOB TERMS: DEST-P DELIVERY:  
 PAYMENT TERMS: NET14 TOLL PHONE: -

**VENDOR INFORMATION:**

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside Bid Pref.
	Micro Ent.	Selection Factor Goal
	Other:	Vendor Record Verified?

\*\*\*\*\*

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
MICHELE S PEDERSEN	305-2459533	-	305-2459733	kmped@aol.com



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016  
**To:** Mayor and Council  
**From:** William Alonso, City Manager   
**Subject:** Eastside parking problems

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On July 20, 2016, we received an email from the Eastside residents (attachment a) in which they proposed three solutions to the parking issue they have been trying to address for the past few months.

Staff has reviewed these options and we agree that they are viable solutions and recommend as follows:

- 1) The City will install "No Parking Sunset to Sunrise" signs around the swale areas of Regan Park. We have already installed barriers next to the Stop signs in order to limit parking near the signs (see attachment b).
- 2) The City will install "No Parking Anytime" signs on the swale of the parking lot on Regan Drive (attachment c).
- 3) The City will allow only parallel parking on the remaining swales of the parking lot along Sheridan, La Baron and Oakwood Drive (attachment d).

All signs along the fence of the parking lot will be removed by Miami Dade County Aviation and only City signs will be installed. The City signs will also include the County Code Section that Police will use to ticket all violators.

If Council approves these recommendations, we feel that the concerns of the residents in the area will be addressed and lead to a satisfactory solution.

(A)

- NO OVERNIGHT PARKING - VEHICLE WILL BE TOWED - PARKING FOR PARK USE ONLY

The 3 swale areas around the park on Regan, Lee and La Baron

- NO PARKING - VEHICLE WILL BE TOWED - around the swales of the parking lot on Regan Drive since City jurisdiction.
- TAKE DOWN THE NO PARKING SIGNS ON SHERIDAN AND LET THEM PARK THERE. There are no residences on that street.

The DECAL idea is not feasible - why should we residents who already pay taxes have to pay to park. Plus too much detail for city and police department.

Consideration on single lane S. Royal Poinciana Blvd - to curtail the speeding and making it a beautiful road with trees - to hide all the apartments!

Virginia Gardens got a grant and doing it!

After all we are TREE CITY!

Thank you.

Eastside Neighbors

*Dev, Lisa, Jesse, Aldo, Ned, Richard, George, Vern and Diane*

(A)

B

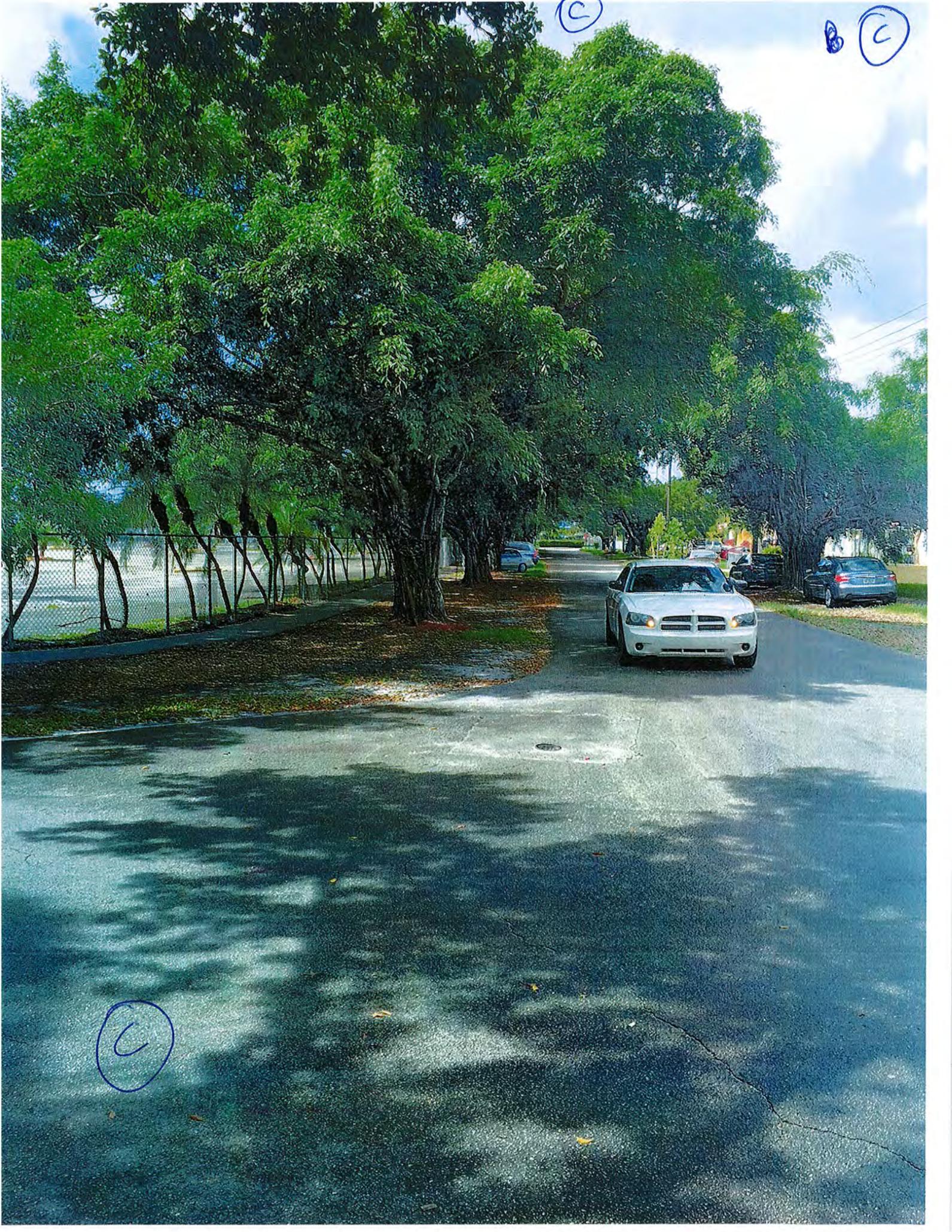


B

B-1



B-1



C

B C

C

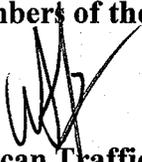




# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager 

**Subject:** Renewal of contract with American Traffic Solutions for the Red Light Camera Enforcement Program

**Recommendation:**

Recommendation by the City Manager's office that Council approve a five year renewal with American Traffic Solutions to maintain the City's Red Light Camera Enforcement Program.

**Discussion/Analysis:**

The City's original contract with American Traffic Solutions (attachment B) was signed on August 22, 2011 for a five year term. The Company has provided a five year extension (attachment A) under the same terms and fees as the original contract.

A major benefit of this program is that video and still photos captured by the red light cameras have provided the Police Department with evidence that has assisted in the solving of several crimes which otherwise may have gone unsolved.

As can be seen below, the program has generated almost \$1.1 million over this period of time. The revenues for FY2014, 2015 and 2016 have decreased due to the fact that two of the cameras were down for some time due to construction in the area and new Miami-Dade Traffic Maintenance protocols. One of these cameras went back online July 1<sup>st</sup> and the other is expected to be back up and functioning within the next few weeks which should significantly increase our revenues. The program to date shows that less than 5% of the violators are Miami Springs' residents. Both representatives from American Traffic Solutions, as well as Lt. Deal, are here today to answer any questions you may have.

**Fiscal Impact (If applicable):**

The following is a breakdown of the revenues generated by the program since its inception:

Fy2016(ytd)	\$217,345 (as of June 30, 2016)
FY2015	266,383
FY2014	254,830
FY2013	377,128
FY2012	<u>314,116</u>
Total	<u>\$1,090,402</u>

(A)

**SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment (this "Amendment") is dated effective this \_\_\_\_ day of \_\_\_\_\_, 2016 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation and the City of Miami Springs, Florida ("Customer"), a municipal corporation of the State of Florida.

**RECITALS**

WHEREAS, on or about July 26, 2011, Customer and ATS entered into a Professional Services Agreement, which was amended on or about June 25, 2013 ("First Amendment"); and

WHEREAS, Customer and ATS mutually desire to extend the Agreement pursuant to Section 3. of the Agreement.

**TERMS AND CONDITIONS**

NOW THEREFORE, Customer and ATS hereby agree as set forth below:

1. The execution of this Amendment shall serve as written notice by the City to ATS, pursuant to Section 3. Term and Termination, to extend the Agreement for an additional five (5) year term. Notwithstanding anything in the Agreement to the contrary, the parties agree the "Start Date" of this new five (5) year term shall be October 1, 2016 and each five (5) renewal period going forward shall have a Start Date of October 1<sup>st</sup>. The remaining renewal terms and conditions in Section 3. Term and Termination of the Agreement shall remain unchanged, except any future renewal terms must be mutually acceptable to each party as indicated in writing.
2. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
3. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

**AMERICAN TRAFFIC SOLUTIONS, INC.**

**CITY OF MIAMI SPRINGS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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



## I. DEFINITIONS

As used in this **Agreement**, the following terms shall have the respective meanings provided below:

1. "**Approach**" means one (1) direction of travel or one (1) or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Camera System**" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a **Violation** on up to four (4) contiguous lanes controlled by up to two (2) signal phases which records such data with one (1) or more images of the rear of the vehicle involved in the **Violation**, the vehicle's license tag, and the traffic signal being violated, together with streaming video of the **Violation**. "**Camera System**" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis System is stationed.
3. "**Notice of Violation**" means a written notice of a **Violation** or equivalent instrument issued by or on behalf of **Customer** relating to a **Violation** documented or evidenced by the Axis System.
4. "**Owner**" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
5. "**Person**" or "**Persons**" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
6. "**Project Business Process Work Flow**" means initial schedules and timelines required to begin the implementation of City's project.
7. "**Recorded Image**" means an image digitally recorded by a "**Camera System**".
8. "**Site Selection Analysis**": A statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for an intersection safety camera system.
9. "**Traffic Control Signal**" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.
10. "**Traffic Infraction Enforcement Officer**" means an employee of **Customer's** police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
11. "**Uniform Traffic Citation**" means a uniform traffic citation as described in Section 316.650 of the Florida Statutes.
12. "**Violation**": Means a violation of Section 316.074(1) or Section 316.075(1)(c)1 of the Florida Statutes involving a motor vehicle.

## II. GENERAL TERMS AND CONDITIONS

1. **ATS AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 1.
2. **CUSTOMER AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 2.
3. **TERM AND TERMINATION:**

The term of this **Agreement** shall be for five (5) years beginning on the date of first issued **Notice of Violation** from the last installed Camera System in the first authorized phase of Camera Systems (the "Start Date"). The Customer shall have an option to extend the **Agreement** for successive five (5) year periods by providing written notice to ATS of its intent to exercise said option one hundred and twenty (120) days prior to the expiration of the current term.

  - 3.1 **ATS' services may be terminated:**
    - (i) By mutual written consent of the parties;

- (ii) For Cause, by either party where the other party fails in any material way to perform its obligations under this **Agreement**. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) For Convenience, by either party in the event the Customer's use of red light safety camera systems is rendered unlawful pursuant to applicable state or federal law and after the exhaustion of all legal action by either the Customer or ATS seeking to overturn the court order or state or federal legislation that rendered the use of red light safety cameras unlawful, however the Customer shall have no obligation to pay ATS a fee for any period when it is unlawful to issue citations. The term of the **Agreement** shall be suspended during any period in which the Customer is not obligated to pay ATS and such time period shall be added to the term of the **Agreement** once it becomes lawful for the Customer to issue citations. In the event of termination pursuant to this subsection, the parties shall take the following actions set forth in Subsection 3.3 below which survive termination during the wind-down period.
- (iv) Without Cause, Customer may terminate at any time after giving one hundred twenty (120) days written notice to discontinue the Camera System program. In the event the **Agreement** is terminated by the Customer pursuant to this Section 3.2 (iv) during the term of the **Agreement**, the Customer shall pay ATS the unamortized amount invested by ATS in each approach at the date of termination by the Customer. In a termination pursuant to this subsection during the term of the **Agreement**, ATS shall be required to provide complete documentation to support its total investment in each approach, including specific documentation relative to the total cost of each Camera System and related equipment, labor and installation costs and any other on-going maintenance costs specific to each Camera System. The reimbursement amount shall then be determined by establishing the total cost of each approach, which shall then be amortized based on the rules governing amortization of capital equipment as contained in the Internal Revenue Service Code.

3.3 Upon termination of this **Agreement** for any reason, the parties recognize that **Customer** will have to process traffic law violations in the "pipeline", and that **ATS** accordingly must assist **Customer** in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: **Customer** shall cease using the Axis System, shall return or allow **ATS** to recover all provided equipment within a reasonable time not to exceed one hundred and twenty (120) days, and shall not generate further images to be processed. Unless and until directed by **Customer** not to do so, **ATS** shall continue to process all images taken by **Customer** before termination and provide all services associated with processing in accordance with this **Agreement**, and shall be entitled to all Fees specified in the **Agreement** as if the **Agreement** were still in effect.

#### 4. ASSIGNMENT:

Neither party may assign all or any portion of this **Agreement** without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for the purposes of ATS business financing purposes, ATS may sell, assign, transfer or convey any interest in this contract in whole or in part without the written consent of the Customer.

#### 5. FEES AND PAYMENT:

- 5.1 **Customer** shall be invoiced and pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Schedule 1 ("Fees").
- 5.2 **Customer** shall pay all Fees due **ATS** based upon invoices from the proceeding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances, except as provided in section 5.4 Revenue Neutrality.
- 5.3 Unit prices will be fixed for the first two (2) years of the first term and thereafter on each anniversary date of the term unit prices will increase by Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- 5.4 *Revenue Neutrality*. During the term of the contract, payments by the Customer may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan the

Customer may defer certain payments to ATS due and owing during a fiscal year (such fiscal year to run from October 1 to September 30), which shall be the "billing period". If at the end of a billing period sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS, ATS agrees to waive its right to recovery with respect to any balance owing to ATS at the end of that fiscal year. The first billing period when a waiver of right to recovery may occur shall not be before the Agreement has been in effect for at least twelve (12) months. For purposes of this clause, the term "funds" shall not mean the gross amount of penalties to be assessed pursuant to Florida Statutes Section 316.0083(1)(b)3. and/or Florida Statutes Section 318.18(15)(a)3. for a violation of Florida Statutes Sections 316.074(1) or 316.075(1)(c) (such amount as of the Effective Date of this Agreement being \$158.00), rather "funds" shall be only such portions of said gross revenues that are either (i) retained by the City after remittances contemplated in Florida Statutes Section 316.0083(1)(b), or (ii) sums distributed to the City pursuant to Florida Statutes Section 318.18(15)(a)3.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the billing period. If amount of funds collected from all camera systems combined during a month exceeds the amount of the ATS invoice for the same month, the Customer shall pay ATS the total amount due on the invoice. If the amount of funds collected from all camera systems combined during a month is less than the amount of the ATS invoice for the same month, the Customer shall pay ATS only the amount collected during the same month and Customer may defer payment of the remaining balance. Payments due ATS shall be reconciled by applying future funds collected in subsequent months during the same billing period, first to the accrued balance and then to the subsequent monthly invoice during the same billing period. At any time the ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected during the billing period. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices during the same billing period. At no time shall any accrued balances owed by Customer to ATS carry-back or carry-forward to preceding or subsequent billing periods. Under the Flexible Payment Plan, the Customer shall never pay ATS more in fees than revenue generated from the program.

- 5.5 Flexible Payment Plan – Limitations. The Customer shall enforce all valid violations in accordance with the laws of Florida. Should this not occur the Flexible Payment Plan does not apply. ATS agrees to defer billing for sixty (60) days on new camera systems.

**6. INTERSECTION AND VIOLATION RATE ANALYSIS:**

Prior to implementing the Aaxis System, **ATS** may conduct an analysis of each intersection Approach being considered for a **Camera System**. If **ATS** deems necessary, **ATS** will use the Site Selection Analysis assessment model or other tool or means to complete the analysis. The **Customer** will be provided a report on violations recorded at each monitored approach. For any intersection Approach recommended by the **Customer**, **ATS** may install a Camera System. However, **ATS** may elect not to install a **Camera System** where traffic violation data does not support installation of the Aaxis System. Refer to Exhibit C, Designated Intersections, for the identified intersection approaches for first phase of project.

**7. COMMUNICATION OF INFORMATION:**

**ATS** agrees that most information obtained by **ATS** through operation of the Aaxis System shall be made available to **Customer** during **ATS's** normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of **Customer's** obligation under this **Agreement**. Depending on the scope of **Customer's** request, there may be a fee for such services.

**8. CONFIDENTIAL INFORMATION:**

No information given by **ATS** to **Customer** will be of confidential nature, unless specifically designated in writing as proprietary and confidential by **ATS** or deemed confidential by operation of law. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of the "Florida Open Records Act" or similar laws, insofar as they may be applicable. **ATS** shall not use any information acquired by this program with respect to any violations or **Customer's** law enforcement activities for any purpose other than the program.

**9. OWNERSHIP OF SYSTEM:**

It is understood by **Customer** that the System being installed by **ATS** is, and shall remain, the sole property of **ATS**, unless separately procured from **ATS** through a lease or purchase transaction. The System is being provided to **Customer** only under the terms and for the term of this **Agreement**.

**10. INDEMNIFICATION AND INSURANCE:**

Any **Camera System** provided by **ATS** pursuant to this **Agreement** shall comply with the maintenance procedures and manufacturer recommendations for that equipment. **ATS** shall indemnify and save harmless **Customer** against claims arising from **ATS's** negligent or willful violations of the maintenance procedures and manufacturer recommendations for operation of the **Camera System**.

**ATS** shall maintain the following minimum scope and limits of insurance:

- 10.1 Insurance policies providing aggregate commercial general liability coverage of at least \$5,000,000 per occurrence. Such insurance shall include **Customer**, its officers, directors, employees and elected officials as additional insureds for liability arising from **ATS's** operations.
- 10.2 Workers' Compensation Insurance as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident; **ATS** shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of **Customer**.
- 10.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles use by **ATS** with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

**Customer** and its officers and employees, shall be named as additional insureds on the comprehensive general liability policies provided by **ATS** under this **Agreement**. **ATS** shall require any subcontractors doing work under this **Agreement** to provide and maintain the same insurance, which insurance shall also name **Customer** and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing **ATS** is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to **Customer** within thirty (30) calendar days after the date on which this **Agreement** is made. Such certificates shall show that **Customer** shall be notified of all cancellations of such insurance policies. **ATS** shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as **Customer** is a body politic and corporate, the laws from which **Customer** derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, **Customer** may enter into this **Agreement**, shall be controlling and shall be incorporated by reference into this **Agreement**. **Customer** shall be responsible for vehicle insurance coverage on any vehicles driven by **Customer** employees. Coverage will include liability and collision damage.

**11. STATE LAW TO APPLY:**

This **Agreement** shall be construed under and in accordance with the laws of the State of Florida.

**12. DISPUTE RESOLUTION:**

All disputes arising out of or in connection with the **Agreement** shall be attempted to be settled through good-faith efforts between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- 12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties upon a showing of substantial need by the party seeking discovery.
- 12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:
  - (i) damages inconsistent with the **Agreement**; or,
  - (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 12.3 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.
- 12.4 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

#### **13. AMENDMENTS TO THE AGREEMENT:**

**Customer** may from time to time consider it in its best interest to change, modify or extend the terms, conditions or covenants of this **Agreement** or require changes in the scope of services to be performed by **ATS**, or request **ATS** to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this **Agreement**. If changes or modifications result in additional costs, **ATS** will provide a written estimate of such. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of **ATS**' compensation, must be agreed upon by and between **Customer** and **ATS** incorporated in written amendments (herein "Amendments") to this **Agreement**. Such Amendments shall not invalidate the procurement process or this **Agreement** nor relieve or release **ATS** or **Customer** of any of its obligations under this **Agreement** unless stated therein. No oral amendments, changes, or modifications to this **Agreement** are permitted.

#### **14. LEGAL CONSTRUCTION:**

In case any one or more of the provisions contained in this **Agreement** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

#### **15. PRIOR AGREEMENT SUSPENDED:**

This **Agreement** constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

#### **16. NO AGENCY:**

**ATS** is an independent contractor providing services to **Customer**, and the employees, agents and servants of **ATS** shall in no event be considered to be the employees, agents or servants of **Customer**. This **Agreement** is not intended to create an agency relationship between **ATS** and **Customer**, except as expressly provided in Exhibit B hereto.

#### **17. FORCE MAJEURE:**

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions,

strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by **ATS**. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

**18. OFFER EXTENDED TO OTHER GOVERNMENTAL AGENCIES:**

Customer encourages and agrees to **ATS** extending the pricing, terms and conditions of this **Agreement** to other governmental entities at the discretion of **ATS**.

**19. ENTIRE AGREEMENT:**

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

**20. COUNTERPART EXECUTION:**

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

**21. NOTICES:**

Any notices or demand which, under the terms of this **Agreement** or under any statute, must or may be given or made by **ATS** or **Customer** shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

**TO THE CUSTOMER:**

City of Miami Springs, FL  
201 Westward Drive  
Miami Springs, FL 33166  
Attention: James R. Borgmann  
City Manager

**TO ATS:**

American Traffic Solutions, Inc.  
7681 East Gray Road  
Scottsdale, Arizona 85260  
Attention: Adam E. Tuton  
EVP & President of Public Safety

**22. MOST FAVORED GOVERNMENTAL ENTITIES:**

**ATS** agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a service fee that is more favorable than the service fee in this Agreement, the **Customer** shall be entitled to such service fee. The same or substantially similar scope of services shall be defined as a program with the same number of camera systems, similar contractual terms, the same scope of services and located within the state of Florida.

**EXHIBIT A**  
**SERVICE FEE SCHEDULE**

1.0	<b>Description of Pricing</b>	<b>Fee</b>
	Fees are based on flat fee per camera per month and are as follows:	
	For 1 or 2 Lanes	\$3,750*
	For 3 or 4 Lanes	\$4,250*
	For 5 or 6 Lanes	\$5,250*

\*A \$500 per month discount has been applied per camera on the pricing fee for each month during the first 12 months after installation, provided that the camera is installed during the first 12 months after the Date an Agreement is executed.

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

Assuming no return receipt is required, the fee for certified mail for the Uniform Traffic Citation is extra and will be billed per unit as published by the US Postal Service (<http://www.usps.com/prices/extra-services-prices.htm>).

2.0 **Optional Collection Services:** ATS may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts do not conflict with State Law. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to our Fees noted above.

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

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

**Pricing Valid Through 10/9/2011**

**EXHIBIT B**  
**SCOPE OF WORK**

**I. ATS SCOPE OF WORK**

**1.2 ATS IMPLEMENTATION**

- 1.2.1 **ATS** agrees to provide **Camera Systems** to the **Customer** as described in this Agreement, except for those items identified in Section 2 titled "**Customer Scope Of Work**". **ATS** and **Customer** understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the **Customer**, unless otherwise specified, **Customer** shall not charge **ATS** for the cost. All other in-scope work, external to **Customer**, is the responsibility of **ATS**.
- 1.2.2 **ATS** agrees to make every effort to adhere to the Project Business Process Work Flow agreed upon between the parties.
- 1.2.3 **ATS** will assist **Customer** with Site Selection Analysis evaluation of candidate sites.
- 1.2.4 **ATS** will install **Camera Systems** at a number of intersections or grade crossing approaches to be agreed upon between **ATS** and **Customer** after completion of Site Selection Analysis, unless already identified in Exhibit C, Designated Intersections of this Agreement. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where **Camera Systems** are installed and maintained
- 1.2.5 **ATS** will operate each **Camera System** on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 **ATS'** in-house Communications Department will assist **Customer** with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, **ATS** may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to **ATS** from collected revenue.
- 1.2.7 **ATS** agrees to provide a secure web site ([www.violationinfo.com](http://www.violationinfo.com)) accessible to **Owners** who have received **Notices of Violation** or **Uniform Traffic Citations** by means of a Notice # and PIN, which will allow violation image and video viewing. As part of the secure website, **ATS** will provide a Frequently Asked Questions (F.A.Q.) page.
- 1.2.8 **Customer** and **ATS** will complete the Project Business Rules Process Work Flow design within thirty (30) days of the **Effective Date**, unless mutually agreed to otherwise by both parties.
- 1.2.9 **ATS** will design, fabricate, install and maintain red light camera warning signs required by law to be posted in connection with the use of a **Camera System**.
- 1.2.10 Unless otherwise notified, **ATS** will provide technician site visits to each **Camera System** once per quarter, or as needed, to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. **ATS** agrees to follow all applicable Florida Department of Transportation regulations related to the installation and maintenance of Traffic Infraction Detectors.
- 1.2.11 **ATS** shall make every effort to repair a non-functional **Camera System** within seventy-two (72) business hours of determination of a malfunction, except for those causes of

Force Majeure as outlined in Section 17.0 General Terms and Conditions of this Agreement.

- 1.2.12 **ATS** shall make every effort to repair the Axis VPS System within one (1) day from the time of reported outage. Outages of **Customer** internet connections or infrastructure are excluded from this service level.
- 1.2.13 For any **Customer** using **ATS** lockbox or epayment services, **ATS** will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at U.S. Bank. All funds collected on behalf of **Customer** will identify the account to receive funds wired from U.S. Bank. **Customer** shall sign a W-9 and blocked account agreement, to be completed by **Customer**, to ensure **Customer's** financial interest in said U.S. Bank account is preserved.
- 1.2.14 **ATS** shall provide training for personnel of the **Customer**, including, but not limited to, the persons who **Customer** shall appoint as Traffic Infraction Enforcement Officers and other persons involved in the administration of the program, regarding the operation of the **ATS** System and the program. This shall include training with respect to the **ATS** System and its operations, strategies for presenting Infractions Data in court as expert witness and judicial proceedings and a review of the Enforcement Documentation.

### 1.3 ATS OPERATIONS

- 1.3.1 **ATS** shall provide **Customer** with an automated web-based citation processing system (Axis VPS) including image processing, color printing and mailing of a **Notice of Violation** per chargeable event. Each **Notice of Violation** shall be delivered by first class mail to the **Owner** within the statutory period. Mailings to **Owners** responding to **Notices of Violation** identifying drivers in affidavits or non-liability or by rental car companies are also included according to each pricing option.
- 1.3.2 **ATS** shall act as **Customer's** agent for the limited purpose of making an initial determination of whether **Recorded Images** should be forwarded to the **Traffic Infraction Enforcement Officer** to determine whether a **Violation** has occurred and shall not forward for processing those **Recorded Images** that clearly fail to establish the occurrence of a **Violation**.
- 1.3.3 Upon expiration of the due date of the **Notice of Violation**, Axis VPS shall issue a **Uniform Traffic Citation**, which shall be delivered by certified mail, no return receipt, to the **Owner** within the statutory period. The issuance of the **Uniform Traffic Citation** shall be based on the **Traffic Infraction Enforcement Officer's** approval, as provided in Section 2.4 of this Exhibit B, Scope of Work, of the **Notice of Violation**.
- 1.3.4 **ATS** shall make available a form of affidavit, approved by **Customer**, to be used by an **Owner** who wishes to establish the existence of an exemption to a **Notice of Violation** or **Uniform Traffic Citation** as provided in Section 316.0083(1)(d)1 of the Florida Statutes.
- 1.3.5 Axis VPS shall apply an electronic signature to a **Notice of Violation** or **Uniform Traffic Citation**, when authorized to do so by an approving **Traffic Infraction Enforcement Officer**.
- 1.3.6 **ATS** shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as **Customer's** agent for these purposes.
- 1.3.7 **ATS** shall seek records from out-of-state vehicle registration databases and apply records found to issue **Notices of Violation** and **Uniform Traffic Citations** for **Customer** according to each pricing option. **ATS** assumes this responsibility as named **Customer's** agent by signing of DMV Subscribers Agreement.
- 1.3.8 If **Customer** is unable to or does not desire to integrate **ATS** data into its adjudication system, **ATS** shall provide an on-line adjudication processing module, which will enable

the adjudication function to review cases, related images, correspondence (up to six correspondences) and other related information required to adjudicate the disputed **Uniform Traffic Citation**. The system will also enable the adjudication staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of **ATS** data to the adjudication system may, at **ATS's** option, be advanced to or on behalf of **Customer**, and recovered by **ATS** from **Customer** as an additional charge on its invoice submitted to **Customer** pursuant to Section 5 of this **Agreement**.

- 1.3.9 **Customer** shall be able to use the Axis VPS System to run and print standard system reports. In the event **Customer** requests a custom report, **ATS** will provide a written estimate on its development. Any custom report must be agreed upon by and between **Customer** and **ATS** in writing.
- 1.3.10 If required by the Court or prosecutor, **ATS** shall provide **Customer** with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken.
- 1.3.11 In those instances where damage to a **Camera System** (or sensors where approved) is caused by negligence on the part of **Customer** or its authorized agent(s), **ATS** will provide **Customer** an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, **ATS** shall repair any damaged equipment and **Customer** will reimburse **ATS** for cost of repair. **ATS** shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.12 **ATS** shall provide a help-line to assist **Customer** resolve any problems encountered regarding its Camera System and/or citation processing. The help-line shall function during normal business hours.
- 1.3.13 As part of its Camera System, **ATS** shall provide **Owners** with the ability to view **Recorded Images of Violations** involving their motor vehicles online. This online viewing system shall include a link to the **ATS** payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes. Online-obtained affidavits submitted in response to a **Notice of Violation** or **Uniform Traffic Citations** shall be directed to and processed by **ATS** and communicated to **Customer** via the Axis System.
- 1.3.14 **ATS** will seek to charge, collect, and retain a maximum convenience fee of \$4.00 each for electronic payments provided. Such fee is paid by the violator. **Customer** will not receive any of said convenience fee. **Customer** assumes no liability, responsibility, or control for said fee sought by **ATS**.

## II. CUSTOMER SCOPE OF WORK

### 2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a project manager with authority to coordinate **Customer** responsibilities under this **Agreement**.
- 2.2.2 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a **Uniform Traffic Citation** manager responsible for oversight of all **Uniform Traffic Citation**-related program requirements.
- 2.2.3 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name(s), contact information, and electronic signature(s) of all **Traffic Infraction Enforcement Officers** authorized by **Customer's** police or sheriff's department to approve and issue **Notices of Violation** and **Uniform Traffic Citations**.
- 2.2.4 **Customer** shall establish a method by which an **Owner** who has received a **Notice of Violation** or a **Uniform Traffic Citation** may review the images and video evidencing the **Violation** at [www.violationinfo.com](http://www.violationinfo.com) free of charge. This may be at a publicly

available terminal at a **Customer** facility or by appointment with the **Uniform Traffic Citation** manager.

- 2.2.5 **Customer** shall make every effort to adhere to the Project Business Process Work Flow to be agreed upon between both parties.
- 2.2.6 **Customer** shall direct the Chief of Police or approved alternate to execute the **ATS** DMV Subscriber Services Agreement (Exhibit D) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that **ATS** is acting as an Agent of **Customer** for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.7 **Customer** and **ATS** shall complete the Project Business Process Work Flow design within thirty (30) calendar days of last contract execution date.
- 2.2.8 **Customer** is responsible for notifying **ATS** of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read or proposed legislation. **ATS** will not be responsible for any damages if not notified within time noted.
- 2.2.9 **Customer** is responsible for all final jurisdictional issues.

### 2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.3.1 If **Customer** chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.3.2 **Customer** shall provide access to traffic signal phase connections according to approved design.
- 2.3.3 **Customer** shall allow **ATS** to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within **Customer's** jurisdiction. The parties understand additional conduit or power infrastructure may be required for a particular Camera System installation. Prior to incurring said additional costs, the parties agree to negotiate in good faith the party responsible for the costs. If the parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed. If existing power sources are not immediately available, **Customer** shall allow **ATS** to use temporary power in those instances where existing power sources are not immediately available.
- 2.3.4 **Customer** shall approve or reject **ATS's** submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.
- 2.3.5 **Customer** shall not charge **ATS** or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment City permits issued by the Customer.
- 2.3.6 **Customer** shall make every effort to issue all needed City permits to **ATS** and its subcontractor(s) within three (3) business days of plan approval.
- 2.3.7 **Customer** shall allow **ATS** to install vehicle detection sensors in the pavement of roadways within **Customer's** jurisdiction, as permitted.
- 2.3.8 **Customer** shall allow **ATS** to build needed infrastructure into any existing **Customer** owned easement, as permitted.
- 2.3.9 If use of private property right of way is needed, **Customer** shall assist **ATS** in acquiring permission to build in existing utility easements as necessary. Prior to installation of the Camera System, the parties agree to negotiate in good faith the party responsible for any costs related to the use of a private property right of way. If the

parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed.

## 2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.4.1 **Customer's Traffic Infraction Enforcement Officer(s)** shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axis to determine which violations will be issued as **Notices of Violation**.
- 2.4.2 Within seven (7) days of last contract execution, **Customer** shall provide **ATS** with a form of **Uniform Traffic Citation** that complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications may be necessary to enable use with **ATS's** systems.
- 2.4.3 If an owner who receives a **Notice of Violation** fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a **Uniform Traffic Citation** will automatically occur based on the prior **Traffic Infraction Enforcement Officer** approval of the **Notice of Violation**.
- 2.4.4 **Customer** shall provide **ATS** with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with **ATS's** processes.
- 2.4.5 For optimal utilization, **Customer** workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.6 For optimal data throughput, **Customer** workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 **Customer** shall provide signatures of all authorized Law Enforcement users who will review events and approve citations on forms provided by **ATS**.

## 2.5 ADJUDICATION OPERATIONS

- 2.5.1 If **Customer** does not provide payment processing services, **Customer** shall use **ATS** payment processing services.
- 2.5.2 **Customer** shall provide a monthly report to **ATS** showing Uniform Traffic Citation payments received during that period. This information is required to enable accurate invoicing as it applies to the Flexible Payment calculation.
- 2.5.3 **Customer** shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. **Customer** may refer citizens with questions regarding **ATS** or Axis technology and processes to websites and/or toll free telephone numbers provided by **ATS** for that purpose.
- 2.5.4 Any potential, one time, direct costs to **ATS** to develop a custom interface between a **Customer** system(s) may be initially paid by **ATS** and any such cost will be reimbursed to **ATS** from collected revenues in addition to its normal fees in Exhibit A, Service Fee Schedule. Any such **Customer** system interface must be mutually agreed to in advance by the parties.

## 2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the **ATS** Axis VPS System is blocked by **Customer** network security infrastructure, **Customer's** Department of Information Technology shall coordinate with **ATS** to facilitate appropriate communications while maintaining required security measures.

**EXHIBIT C**  
**DESIGNATED INTERSECTIONS**

**Customer** will designate first phase implementation of cameras at designated intersection approach or approaches. **ATS** shall make its best efforts to install a camera system within thirty (30) days of permits being granted and power delivered for each agreed upon approach, providing that **Customer** has received permission for all implementations in writing from any third-party sources.

The proposed intersection Approaches to include, but are not limited to the following:

1. Eastbound NW 36 Street at NW South River Drive
2. Northbound NW 36 Street At Lejeune Road
3. Southbound NW 36 Street At Lejeune Road
4. Westbound NW 36 Street At Lejeune Road
5. Westbound NW 36 Street at Curtiss Parkway

Implementation and installation of any approach is subject to site selection analysis, law enforcement and/or engineering results. Additional approaches may be selected in addition to first phase implementation and may be selected based on Site Selection Analysis, traffic crash data, traffic citation data, law enforcement officer observations and/or video survey of violations of **Customer's** designated intersection(s). **ATS** may provide **Customer** with evaluation of candidate approach sites using the Site Selection Analysis model or some other tools/means to assist **Customer** in its recommendations. The intersections will be designated by the Police Department staff and any installation of a camera system must be mutually agreed to by the parties.

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# Services Subscriber Authorization

Agency ORI: \_\_\_\_\_

DATE

Nlets  
1918 W. Whispering Wind Dr.  
Phoenix, AZ 85085

**Attn:** Steven E. Correll, Executive Director  
**Re:** Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that a contract to perform automated enforcement between City of Miami Springs Police Department and American Traffic Solutions, Inc. is or will be enacted and will be or is in force. As a requirement of and in performance of that contract between City of Miami Springs, FL and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets motor vehicle data.

Please accept this letter as authorization from City of Miami Springs, FL for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our contract with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the contract between City of Miami Springs, FL and American Traffic Solutions, Inc.; and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the City of Miami Springs, FL and have the authority to empower American Traffic Solutions, Inc. to use ORI AGENCY ORI for this function.

## SUBSCRIBER INFORMATION

**Subscriber Agency/Name**

\_\_\_\_\_

**Nlets Agency ORI**

\_\_\_\_\_

**Name/Title of Authorized Representative**

\_\_\_\_\_

**Mailing Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone**

\_\_\_\_\_

**Fax**

\_\_\_\_\_

**Email**

\_\_\_\_\_

**Signature of Authorized Representative**

\_\_\_\_\_

**Date Signed**

\_\_\_\_\_

**SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment (this "Amendment") is dated effective this \_\_\_ day of \_\_\_\_\_, 2016 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation and the City of Miami Springs, Florida ("Customer"), a municipal corporation of the State of Florida.

**RECITALS**

WHEREAS, on or about July 26, 2011, Customer and ATS entered into a Professional Services Agreement, which was amended on or about June 25, 2013 ("First Amendment"); and

WHEREAS, Customer and ATS mutually desire to extend the Agreement pursuant to Section 3. of the Agreement.

**TERMS AND CONDITIONS**

NOW THEREFORE, Customer and ATS hereby agree as set forth below:

1. The execution of this Amendment shall serve as written notice by the City to ATS, pursuant to Section 3. Term and Termination of the Agreement, to extend the Agreement for an additional five (5) year term. Notwithstanding anything in the Agreement to the contrary, the parties agree the "Start Date" of this new five (5) year term shall be October 1, 2016 and each five (5) year renewal period going forward shall have a Start Date of October 1<sup>st</sup>. The remaining renewal terms and conditions in Section 3. Term and Termination of the Agreement shall remain unchanged, except any future renewal terms must be mutually acceptable to each party as indicated in writing.
2. The Agreement shall be modified to include the following provision:
  - "a. Public Records: As required by Section 119.0701, Florida Statutes, ATS hereby specifically agrees to comply with the public records laws of the State of Florida. ATS specifically agrees to:
    - i. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the project scope of services.
    - ii. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if ATS does not transfer the records to City.
    - iv. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of ATS or keep and maintain public records required by City to perform the project scope of services. If ATS transfers all public records to City upon completion of the Agreement, ATS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ATS keeps and maintains public records upon completion of the Agreement, ATS shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with the information technology systems of City.
    - v. In the event ATS fails to comply with a public records request, City shall be authorized to enforce this contractual provision.

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

1. [Name of local agencies' Custodian of Records]"

3. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
4. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

**AMERICAN TRAFFIC SOLUTIONS, INC.**

**CITY OF MIAMI SPRINGS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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



# AGENDA MEMORANDUM

**Meeting Date:** August 22<sup>nd</sup>, 2016

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**Via:** William Alonso, City Manager

**From:** *Armando Guzman 8/16/2016*  
Armando Guzman, Chief of Police

**Subject:** Metal Detectors

**Recommendation:** That the Honorable Mayor and City Council approve the use of metal detectors by the Miami Springs Police Department at the entrance to City Hall prior to any Council Meeting, Special Meeting or workshop held in the Council Chambers.

**Discussion/Analysis:** The Miami Springs Police Department must take every action necessary to ensure safety and security at all venues within the City especially in gatherings of our local governing body. The Miami Springs Police Department hopes that the City of Miami Springs never experiences the violence we see on a daily basis throughout the country or the world. Our police department cannot rely on hope and must prepare for the unexpected and worst case scenarios. The use of the metal detectors will enhance the safety of everyone attending these meetings.

**Fiscal Impact (If applicable):** N/A

**Submission Date and Time:** 8/16/2016 8:37 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police</u>	Dept. Head: <i>Armando Guzman 8/16/16</i>	Dept./ Desc.: _____
Prepared by: <u>Armanado Guzman</u>	Procurement: _____	Account No.: _____
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst./City Mgr.: _____	Additional Funding: _____
Budgeted/Funded <input type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ _____



# AGENDA MEMORANDUM

**Meeting Date:** August 22, 2016

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**Via:** William Alonso, City Manager

**From:** *Armando Guzman 8/17/2016*  
Armando Guzman, Chief of Police

**Subject:** Police Academy Tuition for Jacob Dweck and Albert Vargas

**Recommendation:** Recommendation by the Police Department that Council approve an expenditure of \$12,200.00, to City of Miami Police Training Center, the lowest responsible quote after obtaining three written quotes (attached), for tuition for two (2) Police Recruits this September, as funds are available in the FY15/16 Budget, pursuant to Section §31.11(C)(2) of the City Code.

**Discussion/Analysis:** It is the Police Department's policy to officer advancement opportunities to current City personnel when funds are available to sponsor them in the Police Academy. PSA Jacob Dweck is employed by the Police Department and is highly motivated to become a Police Officer. Albert Vargas has been employed by the Recreation Department full-time for over six years and has a lifelong desire to become a Police Officer with the City of Miami Springs.

**Submission Date and Time:** 08/17/2016 1:33 p.m.

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <i>Armando Guzman 8/17/16</i>	Dept./ Desc.: <u>Police Education and Training</u>
Prepared by: <u>Leah Cates</u> <i>LC</i>	Procurement: <i>[Signature]</i>	Account No.: <u>001-2001-521.58-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>12,200.00</u>
		Total vendor amount: \$ <u>12,200.00</u>



**Miami Springs  
Police Department**

CLAIRE GURNEY  
LIEUTENANT  
201 WESTWARD DRIVE  
MIAMI SPRINGS, FL 33166

PH # (305) 887-1444  
FAX (305) 884-2384

cgurney@mspd.us

June 22, 2016

Mabel Gonzalez  
Miami Police Training Center  
400 NW 2 Ave.  
Miami, Florida 33128

Dear Mrs. Gonzalez:

This letter is to confirm that the Miami Springs Police Department will be sending two recruits to the next Basic Recruit Training Program, at the Miami Police Training Center, commencing September 6, 2016.

The below listed recruits have cleared the background process with the Miami Springs Police Department which includes Fingerprinting and NCIC/FCIC database clearance. This process confirms that the recruits have not been convicted of any felonies or misdemeanors involving perjury or false statements which would preclude them from being enrolled in the Basic Recruit Training Program pursuant to Florida State statute 943.13.

**Jacob C. Dweck  
Albert Vargas**

The Miami Springs Police Department agrees to pay \$12,200.00 for these recruits attending the Miami Police Training Center, Basic Recruit Training Program.

Thank you very much for your attention to this matter, should you have any questions please do not hesitate to contact me at 305-887-1444.

Sincerely,

A handwritten signature in black ink, appearing to read "Claire Gurney".

Claire Gurney  
Lieutenant

CG/ee

Miami-Dade Police    Miami-Dade Corrections    Federal Bureau of Investigations

**PUBLIC SAFETY TRAINING INSTITUTE** 

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MDPSTI Independent Police Academy

A Day at the Academy

The Miami-Dade Public Safety Training Institute (MDPSTI) is proud to offer the State of Florida Basic Law Enforcement Certification training program. The program is for individuals who want to obtain their certification as a Police Officer. Our Independent Police Academy (IPA) is open to both individuals who are being sponsored by a law enforcement agency or private citizens wishing to become certified.

Set in the City of Doral, the MDPSTI offers a fully equipped training facility and certified training staff. Our centralized South Florida location, with mild climate welcomes students from not only Miami-Dade County but from all parts of the country.

The IPA delivers a complete training experience. This experience will include a combination of both classroom instruction and practical skills training. In addition, the Academy also incorporates the elements of discipline, ethical comport, physical conditioning, and an understanding of the paramilitary structure fundamental to all law enforcement agencies. A trainee must demonstrate proficiency and successfully complete all mandatory training requirements in order to be eligible to take the State of Florida certification examination. Once successfully completed, the student will be certified as a police officer.

The MDPSTI depending on several constraints, will conduct a minimum of two full-time Independent Police Academies a year. Though exact start dates vary each accepted student will be notified personally. Class size is limited and applications are processed on a first come, first served basis. For academy dates, deadlines, and all other IPA related announcements, please continue to visit our website.

**APPLICATIONS ARE NOT BEING ACCEPTED AT THIS TIME.  
THE IPA HAS BEEN SUSPENDED INDEFINITELY.**

For more information on  
the G.I. Bill Click Here:

To Download our Academy  
Application Click Here

Access our FAQ's by  
Clicking Here



ARE YOU READY TO BE A CERTIFIED POLICE OFFICER





**SCHOOL OF JUSTICE  
BASIC LAW ENFORCEMENT TRAINING PROGRAM**

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**PAYMENT SCHEDULE AND FINANCIAL ASSISTANCE**

Applicants are responsible for paying all fees relative to the application process. Financial Aid, Student Loans, G.I. Bill, and Pre-paid College Programs pay tuition costs only.

The following represents costs associated with the application process and basic training program:

<b><u>APPLICATION PROCESS</u></b> Application	<b><u>FEE</u></b>
Application Fee	\$40.00
FBAT	\$45.00
Physical Ability Test/+Practice Test:	\$30.00/\$45.00
Fingerprint Fee (IBR)	\$60.00
Physical Exam:	\$225.00
Computerized Voice Stress Analysis Test	\$100.00
Psychological Exam	\$250.00
<b>SUBTOTAL</b>	<b>\$750.00 - \$765.00</b>
<b><u>ACADEMY PROGRAM *</u></b>	<b><u>FEE</u></b>
Tuition and Books:	\$5,709.72
Uniforms and Equipment:	\$400.00
Health Insurance:	\$0.00 - \$200.00**
<b>SUBTOTAL</b>	<b>\$6,109.72 - \$6,309.72</b>
<b>ESTIMATED TOTAL</b>	<b>\$6,859.72 - \$7,074.72</b>

\*Academy Fees are subject to change without notice due to inflation in the market condition

\*\*Dependent on age and status of current insurance

**Financial Aid**

Financial Aid is available to those who qualify. If you are planning to apply for financial aid or a student loan, it is your responsibility to have this completed by the date your class begins. Financial aid can only be used to offset tuition costs and all other costs are the responsibility of the applicant and must be paid as necessary.

For more information about financial aid or student loans, contact this phone #: (305) 237-1058 or visit their website: <http://www.mdc.edu/main/financialaid/>. Visit the Financial Aid Office in Building #1, 1119.

**NOTE:** The course code for basic law enforcement training is **57022**.



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**Via:** William Alonso, City Manager/Finance Director

**From:** Chris Heid, Planner

**Subject:** Discussion on Signage Wallsapes

**Discussion/Analysis:** Wallsapes are a type of temporary large format outdoor advertising typically made of vinyl and attached to the side of a building or structure, with dimensions similar to that of billboards, but often customized in size or shape to fit the structure to which they are attached. Our sign code does not currently address wallsapes. Temporary banners are allowed, but at a maximum size of thirty square feet, considered insufficient for large structures, or, for example, placement at the top of a tall building.

This discussion was precipitated by a request from the Management Resources University at 700 South Royal Poinciana Boulevard, to place two wallsapes near the top of the building, to acknowledge that they are transitioning from Management Resources College.

Two exhibits are attached for your review. Exhibit "A" shows 120 square foot wallsapes, and is intended to show the unsuitability of this size at this location. Exhibit "B" shows 800 square foot wallsapes, which the University is requesting for a period of 60 days.

The installation of these wallsapes would allow the City to actually see the impact of the wallsapes in a temporary pilot project, that could lead to future Council consideration of possible ordinance amendments to address their installation.

**Fiscal Impact (If applicable):** None

**Submission Date and Time:** 8/17/2016 3:09 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: <u>Planning</u>	Dept. Head: <u><i>CH</i></u>	Dept./ Desc.: _____
Prepared by: <u>Chris Heid</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: _____
Attachments: Yes	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ _____



August 16, 2016

Chris Heid  
City Planner  
Miami Springs  
201 Westward Drive Miami Springs, FL 33166  
E-mail: heidc@miamisprings-fl.gov

Copies: William Alonso  
Jay Seiden

RE: Miami Regional University 700 South Royal Poinciana Blvd. Suite #100, Miami Springs, Florida

This letter is to request to be included on the Agenda for the City Council meeting of August 22, 2016 for consideration of a temporary wallscape. We submitted a letter on July 22, 2016 in connection with your Department's rules and regulations for the filing of a Public Hearing Application in the City of Miami Springs.

As of 2016, Miami Springs became the permanent home for Management Resources College ("MRC"). It is with great pleasure to announce that as of August 6, 2016 we are now Miami Regional University (MRU). Accordingly, we would like to put up a temporary sign on the above referenced building to advise the community of the new University name.

MRU respectfully requests a variance of the City of Miami Springs, Municipal Code, and Code 150-030, to put up two wallscales, one facing the 112 Expressway and the other facing north the Okeechobee bypass. Each sign is 800 square feet, measuring 20 feet by 40 feet. Please keep in mind that on our 10-floor building, the tallest in Miami Springs, the current code requirements do not allow visibility from major roadways surrounding the building. Also, this would be temporary, which we expect would be no longer than 90 days.

MRU is proud to be a part of such a welcoming community. It is very rewarding to see MRU students, faculty and staff contributing to the local economy. MRU envisions growing into a University enclave which Miami Springs can be proud of and to becoming the University of Choice for Miami Springs residents. In addition to the main University building, we are currently also renting space at 4475 NW 36 Street, Miami Springs, Florida. We plan to continue to grow the MRU campus. A rendering of our vision of the building in the near future and the wallscale are attached.

I also would like to have a meeting with you, the City Manager, the attorney and any other person you recommend to better explain our proposal and vision for the university to hopefully receive a favorable recommendation.

We submit that this request for the intended use is consistent with the Permitted uses under Municipal Code, City of Miami Springs, Code 150-030.

Sincerely,

  
Ophelia Sanchez, President and CEO



*EVOLVE INTO A BETTER TOMORROW*

**MRU**  
MIAMI REGIONAL UNIVERSITY

5X20;100SQ.FT.

EAST ELEV. FACING (CAMERA SIDE)

NORTH ELEV. FACING (CAMERA OPPOSITE SIDE)

5FT(H) X 20FT(W) CANVAS BANNER  
W/ DIGITAL GRAPHICS  
100 SQ. FT.

ACIL Graphics

100% Satisfaction Guarantee  
Free On-Site Consultation  
Free Design & Production  
Free Delivery & Installation  
Free Removal & Disposal

MRU  
MRU.EDU  
MRU

FSA

6X20;120SQ.FT.

EAST ELEV. FACING (CAMERA SIDE)

NORTH ELEV. FACING (CAMERA OPPOSITE SIDE)

6FT(H) X 20FT(W) CANVAS BANNER  
W/ DIGITAL GRAPHICS  
120 SQ. FT.

ACIL Graphics

100% Satisfaction Guarantee  
Free On-Site Consultation  
Free Design & Production  
Free Delivery & Installation  
Free Removal & Disposal

MRU  
MRU.EDU  
MRU

FSA

8X15;120SQ.FT.

EAST ELEV. FACING (CAMERA SIDE)

NORTH ELEV. FACING (CAMERA OPPOSITE SIDE)

8FT(H) X 15FT(W) CANVAS BANNER W/ DIGITAL GRAPHICS  
120 SQ. FT.

ACIL Graphics

100% Satisfaction Guarantee  
Free On-Site Consultation  
Free Design & Production  
Free Delivery & Installation  
Free Removal & Disposal

MRU  
MRU.EDU  
MRU

FSA



EAST ELEV. (FACING KENMORE DR.)



NORTH ELEV. (FACING POINCIANA/OKEECHOBEE RD.)



20FT(H) X 40FT(W) CANVAS BANNER  
W/ DIGITAL GRAPHICS  
800 SQ.FT.

1001 W. 85 Street  
Pompano, FL 33064  
954-962-5753  
www.rcusigns.com

Client:  
ARABU REGIONAL  
UNIVERSITY

Address:  
100 S. WING, POKESHAKE BLVD.  
DUNN SMITHS, FL 33104

Account Manager:  
ANDREW W. JACKO

Designer:  
DANIEL MARINEZ

FSA  
FLORIDA STATE ASSOCIATION  
FLORIDA STATE ASSOCIATION OF REALTORS

**20hX40w;120SQ.FT.**



EAST ELEV. (FACING KENMORE DR.)



NORTH ELEV. (FACING POINCIANA/OKEECHOBEE RD.)



40FT(H) X 20FT(W) CANVAS BANNER W/ DIGITAL GRAPHICS  
800 SQ.FT.

1001 W. 85 Street  
Pompano, FL 33064  
954-962-5753  
www.rcusigns.com

Client:  
ARABU REGIONAL  
UNIVERSITY

Address:  
100 S. WING, POKESHAKE BLVD.  
DUNN SMITHS, FL 33104

Account Manager:  
ANDREW W. JACKO

FSA  
FLORIDA STATE ASSOCIATION  
FLORIDA STATE ASSOCIATION OF REALTORS



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager 

**Subject:** Communication from Commissioner Rebeca Sosa regarding the \$800,000 Grant from Miami Dade County for a new Senior Center

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Attached are a letter and a draft resolution we just received from the Commissioner's office notifying us that the County Commission will be voting on this item during September 2016. The Commissioner has requested that the City start the process towards the planning phase of this project.

The City Administration has been meeting with Karen Rosson and identifying potential sites for the new facility. So far we have identified the following five locations:

1. Building the new facility at the golf course by the area where the archery range is located and re-locating the archery range to a different location.
2. Building the new facility as an addition to the Country Club building by the area where the golf cart barn is and relocating the barn. The advantage to this location is that the infrastructure (water/sewer/etc.) is already in place, and the additional space would be connected to the current ballroom and all of it could be a multi-use facility.
3. Building the new facility at its current location. The main disadvantage to this location would be parking.
4. Another option is building the new center where the tennis courts are and moving the courts to the golf course. This option would be expensive due to the added cost of relocating the courts.
5. A final option is building the new facility behind the Curtis Mansion. The only issue here is that the land behind the mansion is owned by the Hotel and we would need to negotiate with them in order to acquire that property.

Our plans are to issue an RFP for a design/build consultant (similar to what B&A did for us at the aquatic facility) to develop the costs of all or some of the scenarios discussed above and present options to Council at a future date. We reached out to B&A in order to get an idea of what this would cost and they advised we are looking at anywhere from \$125,000 to \$150,000 for a design build project. Since we are working on next year's budget, we request Council guidance on whether this amount should be budgeted in the FY16-17 budget so that we can begin the RFP process, as well as which locations listed above should be considered for design/build evaluation and cost.

*Board of County Commissioners*



*Rebeca Sosa*  
COMMISSIONER  
DISTRICT 6

August 15, 2016

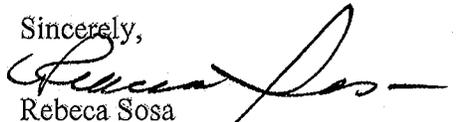
Honorable Xavier M. Garcia  
Mayor  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Honorable Mayor Garcia:

It is always a great honor for me to work with you and the members of the City Council on projects that will benefit the residents of the City of Miami Springs. I cannot tell you how pleased I was to hear that your City plans to build a multi-purpose facility which will house a much needed senior center. It is important that we cherish and care for our elderly residents; it is likewise important to provide a place where they can gather together and participate in activities that enrich their lives.

Therefore, it is an honor for me to allocate \$800,000 from the Building Better Communities General Obligation Bond Program to assist the City of Miami Springs in bringing this worthwhile project to fruition. Enclosed is a draft of the resolution I am sponsoring that allocates these dollars to this project. I anticipate that this resolution will go through the committee process in September and be approved by the Board of County Commissioners shortly thereafter.

Sincerely,

  
Rebeca Sosa  
Miami-Dade County Commissioner

c: Councilman Billy Bain  
Councilwoman Roslyn Buckner  
Councilman Jaime Petralanda  
Councilman Robert A. Best  
City Manager William Alonso

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No.

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

RESOLUTION APPROVING ALLOCATION OF \$800,000.00  
FROM BUILDING BETTER COMMUNITIES GENERAL  
OBLIGATION BOND PROGRAM PROJECT NUMBER 220 –  
“ACQUIRE OR CONSTRUCT MULTI-PURPOSE FACILITIES”  
TO FUND DEVELOPMENT OF MULTI-PURPOSE FACILITY  
BY CITY OF MIAMI SPRINGS

**WHEREAS**, Appendix A to Resolution No. R-917-04 lists projects eligible for funding from the Building Better Communities General Obligation Bond Program (the “Bond Program”) by project number, municipal project location, Commission district, project name, project description, street address and allocation; and

**WHEREAS**, one of the projects listed in Appendix A to Resolution No. R-917-04 is Bond Program Project No. 220 – “Acquire or Construct Multi-Purpose Facilities” (“Project 220”) to fund the acquisition or construction of multi-purpose facilities for various uses to be located in Commission District 6 and has a total project allocation of \$15,000,000.00; and

**WHEREAS**, the City of Miami Springs (the “City”) wishes to develop a multi-purpose facility, approximately 10,000-15,000 square feet in size, to be located within the boundaries of the City and Commission District 6, [that would include an adult day care center, meeting rooms, multi-purpose community and activity rooms, summer camp child care, and various other community services including drivers’ license renewals, computer classes, blood pressure screenings, hurricane preparedness workshops, and income tax return preparation assistance and counseling, all to be constructed, operated and maintained by the City (the “Project”)]; and

**WHEREAS**, this Board desires to allocate \$800,000.00 from Project to the City to fund a portion of the cost of construction of the Project; and

**WHEREAS**, the City shall be responsible for the completion, operation and maintenance of the Project; and

**WHEREAS**, once the City has identified a location for the Project and finalized its plans, all in accordance with this resolution, the County Mayor or Mayor's designee is authorized to execute an Interlocal Agreement with the City for the \$800,000.00 allocation for the Project,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

**Section 1.** The recitals set forth above are fully incorporated herein and are hereby adopted.

**Section 2.** This Board finds that the Project is a "multi-purpose facility" eligible for funding from Project 220 and approves the allocation of \$800,000.00 from Project 220 to the City for the construction of the Project.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman  
Esteban L. Bovo, Jr., Vice Chairman  
Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Dennis C. Moss  
Sen. Javier D. Souto  
Juan C. Zapata  
Daniella Levine Cava  
Audrey M. Edmonson  
Barbara J. Jordan  
Rebeca Sosa  
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this day of \_\_\_\_\_, 20 \_\_\_\_ . This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective

only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

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

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

Monica Rizo Perez

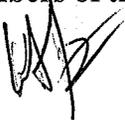
**DRAFT**



# AGENDA MEMORANDUM

**Meeting Date:** 8/22/2016

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager 

**Subject:** Recommendation from the Board of Parks and Parkways at their June 1, 2016 meeting

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**Recommendation:** Recommendation from Board of Parks and Parkways to renovate coral rock walls in the median along Morningside Drive from Navarre St to Minola Dr.

**Discussion/Analysis:**

Attached is a memo from the City Clerk which details a recommendation from the Board of Parks and Parkways. Public Works has estimated the cost to be approx. \$1,100 and they have funds available in the current year budget to cover this cost.

**Fiscal Impact (If applicable):**

Total cost is \$1,100. Funds are available in the Public Properties budget for the current year.



**CITY OF MIAMI SPRINGS  
OFFICE OF THE CITY CLERK**  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: 305.805.5006  
Fax: 305.805.5028

**TO:** Honorable Mayor Garcia and Members of the City Council  
**FROM:** Erika Gonzalez-Santamaria, MMC, City Clerk  
**VIA:** Elora R. Sakal, CMC, Deputy City Clerk  
**DATE:** June 2, 2016  
**SUBJECT:** Board of Parks and Parkways Recommendation

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At their last meeting on June 1, 2016, the Board of Parks and Parkways recommended the following to Council:

**1. Old Business:**

- a) Discussion on coral rock wall renovations

**Board member Johnston made a recommendation to Council to consider that funds be budgeted for Public Works to renovate the coral rock walls in the median along Morningside Drive from Navarre Street to Minola Drive. Board member Fisher seconded the motion which carried unanimously on voice vote.**

**4. New Business:**

- a) Yard of the Month nomination - August, 2016

**By consensus, the Board agreed to recommend 388 Payne Drive as the August, 2016 yard of the month.**

- b) Yard of the Month nomination - September, 2016

**By consensus, the Board agreed to recommend 156 Carlisle Drive as the September, 2016 yard of the month.**