



The City of Miami Springs
 Summary of Monthly Attorney Invoice
 Orshan, Lithman, Seiden, Ramos, Hatton & Huesmann, L.L.P.

February 9, 2012 for January

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	4,596.75	34.05
Human Resources Department	935.55	6.93
Risk Management	276.75	2.05
Finance Department	1,363.50	10.10
Building, Zoning & Code Enforcement Department	911.25	6.75
Planning	741.15	5.49
Police Department	425.25	3.15
Public Works Department	270.00	2.00
Recreation Department	202.50	1.50
IT Department		0.00
Golf		0.00
Senior		
General - Administrative Work	<u>2,650.05</u>	<u>19.63</u>
Sub-total - General Fund	\$12,372.75	91.65
<u>Special Revenue, Trust & Agency Funds</u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
Sub-total - Special Funds	\$0.00	0.00
GRAND TOTAL: ALL FUNDS	\$12,372.75	91.65



**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Magalí Valls, City Clerk
DATE: February 1, 2012
SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

<u>APPOINTING COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<u>Architectural Review Board</u>				
Mayor Xavier M. Garcia	Kathy Fleischman*	10-31-2012	VACANT	VACANT
Councilman Best – Group I	Bob Calvert*	10-31-2012	VACANT	VACANT
Vice Mayor Espino – Group II	Roger Plasencia*	10-31-2012	VACANT	VACANT
Councilman Lob – Group III	Juan A. Calvo*	10-31-2012	VACANT	VACANT
<u>Code Enforcement Board</u>				
Mayor Xavier M. Garcia	Raúl Sáenz	11-30-2011	11-14-2005	12-08-2008
Vice Mayor Espino – Group II	John Bankston	09-30-2011	09-23-2002	10-28-2008
Vice Mayor Espino – Group II	Rhonda Calvert	09-30-2011	09-25-2006	10-13-2008
<u>Code Review Board</u>				
Mayor Xavier M. Garcia	Connie Kostyra*	04-30-2012	VACANT	VACANT
<u>Disability Advisory Board</u>				
Mayor Xavier M. Garcia	Charlene Anderson*	12-31-2013	VACANT	VACANT
Vice Mayor Espino – Group II	Peter Newman*	12-31-2013	VACANT	VACANT
Councilwoman Ator – Group IV	Roxana Garciga	12-31-2013	08-12-2002	12-10-2007
<u>Ecology Board</u>				
Councilman Lob – Group III	Dr. Mara Zapata*	04-30-2013	VACANT	VACANT

Historic Preservation Board

Councilman Best – Group I	Charles M. Hill	02-28-2012	03-08-2004	02-09-2009
Vice Mayor Espino – Group II	Yvonne Shonberger	02-28-2014	06-13-2005	02-11-2008
Councilman Lob – Group III	Michael Windrem	02-28-2012	06-13-2005	11-23-2009
Councilwoman Ator – Group IV	M.A. Goodlett-Taylor**	01-31-2013	01-24-1983	01-22-2007

Recreation Commission

Vice Mayor Espino – Group II	Dr. Stephanie Kondy	04-30-2014	06-13-2005	04-14-2008
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* Kathy Fleischman resigned on April 19, 2011.
Bob Calvert resigned on January 31, 2012.
Roger Plasencia resigned on January 30, 2012.
Juan A. Calvo resigned on January 31, 2012.
Connie Kostyra resigned on April 28, 2011.
Charlene Anderson resigned on June 6, 2011.
Peter Newman resigned on August 1, 2009.
Dr. Mara Zapata resigned from the Ecology Board to become a member of the Education Advisory Board.

** Council confirmation required per §153.11 of the City Code of Ordinances: “..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.....”

cc: City Manager
City Attorney
Affected Board Members

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Sec. 3.06. - Election of Mayor and Councilmembers; general and special elections.

(1)

General municipal elections shall be held on the first Tuesday of April on each odd numbered calendar year. The Council may call special elections on other dates to fill vacancies on the Council or for other purposes permitted by law.

(2)

All candidates for the office of Councilmember shall qualify and stand for election in separate groups (groups I, II, III and IV) as to each Council office. The candidates for Mayor shall qualify and stand for election separate and apart from any Council group.

(3)

All incumbent officeholders shall hold office until a successor is elected or appointed and duly installed as provided herein.

(4)

Terms of office.

(a)

The terms of office for all Councilmembers and Mayor shall be 2 years.

(b)

The Mayor and Councilmembers in groups III and IV shall be elected at the next general municipal election to be held on the first Tuesday of April, 1975, and at each subsequent general municipal election thereafter. The Councilmembers in groups I and II shall be elected at the general municipal election to be held on the first Tuesday of April, 1977, and at each subsequent general municipal election.

(5)

The candidate for Mayor and the candidate for each Councilmember group receiving the highest number of votes in the General Municipal Election shall be declared to be elected to office upon the canvassing of the certified election results.

(6)

The newly elected officials shall be installed in office on the day following their election.

(7)

No person shall hold elective office or offices longer than a total of 8 consecutive years. The holding of an elective office for a portion of any term shall be deemed as serving the full number of years of the term of the said elective office.

(8)

No candidate shall qualify or run for the office of Mayor and Councilmember in the same election.

(Res. 2002-3203, § 2, election of 11-5-02, adopted 11-12-02; Amend. Ord. 915-2004, passed 8-23-04; Res. 2004-3266, § 2, election of 11-2-04, adopted 11-8-04; Res. 2008-3421, election of 11-4-08, adopted 11-24-08)



**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Magalí Valls, CMC, City Clerk
DATE: January 11, 2012
SUBJECT: Changes to the Miami Springs Election

At the Regular Meeting of December 12, 2011, Councilman Best requested an agenda item to discuss potential changes to the election process in Miami Springs in order to promote continuity.

To facilitate your discussion, I have prepared the attached comparison table listing all municipalities in Miami-Dade County and the number of elected officials they have, their terms of office, and whether or not they run at large or by district (Exhibit A).

Also enclosed is a list of municipalities listing their election dates. As you will see, sixteen out of thirty-four cities piggyback with the Countywide election (Exhibit B).

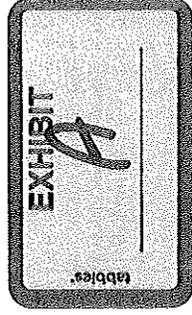
Estimates provided by the Miami-Dade County Elections Department regarding the costs of a stand-alone election and a piggyback election are also attached (Exhibit C).

Thank you.

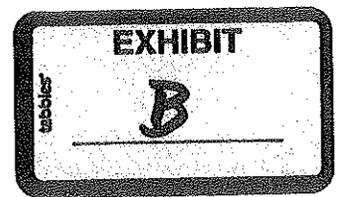
cc: City Manager
City Attorney

#	CITY/TOWN/VILLAGE	MAYOR	TERM	TERM	TERM	COUNCIL	TERM	TERM	STAGGERED	RUN FOR	RUN AT	COMMENTS
			IN YEARS	IN YEARS	LIMIT		IN YEARS	IN YEARS				
							IN YEARS	IN YEARS	TERMS	SEAT	BY DISTRICT	
1	AVENTURA	1	4	8	6	4	8	4	YES	YES	At large	
2	BAL HARBOUR	1		NO	4	4	NO	4	YES	NO	Districts	Council elects Mayor
3	BAY HARBOR ISLANDS	1		NO	6	4	NO	4	YES	NO	At large	Council elects Mayor
4	BISCAYNE PARK	1	4	NO	4	*	NO	4	YES	NO	At large	Council elects Mayor
5	CORAL GABLES	1	2	8	4	4	8	4	YES	YES	At large	
6	CUTLER BAY	1	4	8	4	4	8	4	YES	YES	Districts	
7	DORAL	1	4	8	4	4	8	4	YES	YES	At large	
8	EL PORTAL	1	2		4	2		2	NO	YES	At large	
9	FLORIDA CITY	1	4	NO	4	4	NO	4	NO	YES	At large	
10	GOLDEN BEACH	1	4	2	4	2	4	2	YES	YES	At large	
11	HIALEAH	1	4	8	4	4	8	4	YES	YES	At large	
12	HIALEAH GARDENS	1	4	NO	5	4	NO	4	YES	YES	At large	
13	HOMESTEAD	1	2	8	6	4	8	4	YES	YES	At large	
14	INDIAN CREEK				5	4	NO	4	NO	NO	At large	Council elects Mayor
15	KEY BISCAYNE	1	2	4	6	2	4	2	YES	YES	At large	
16	MEDLEY	1	4	NO	4	4	NO	4	YES	YES	At large	
17	MIAMI	1	4	8	5	4	8	4	YES	YES	Districts	
18	MIAMI BEACH	1	2	6	6	4	8	4	YES	YES	At large	
19	MIAMI GARDENS	1	4	8	6	4	8	4	YES	YES	2 at large	4 by district
20	MIAMI LAKES	1	4	8	6	4	8	4	YES	YES	At large	
21	MIAMI SHORES				5	*	8		YES	NO	At large	Council elects Mayor
22	MIAMI SPRINGS	1	2	8	4	2	8	2	NO	YES	At large	
23	NORTH BAY VILLAGE	1	2	NO	5	4	NO	4	YES	YES	At large	
24	NORTH MIAMI	1	2	4	4	4	8	4	YES	YES	Mayor at large	Council by district
25	NORTH MIAMI BEACH	1	2	8	6	2	8	2	YES	YES	At large	
26	OPA-LOCKA	1	4	NO	4	4	NO	4	YES	YES	At large	
27	PALMETTO BAY	1	4	8	4	4	8	4	NO	YES	At large	
28	PINECREST	1	4	8	4	4	8	4	YES	YES	At large	
29	SOUTH MIAMI	1	2	9	4	4	9	4	YES	YES	At large	
30	SUNNY ISLES BEACH	1	4	8	4	4	8	4	YES	YES	At large	
31	SURFSIDE	1		NO	4	2	NO	2	NO	YES	At large	
32	SWEETWATER	1		12	7	4	12	4	YES	YES	At large	
33	VIRGINIA GARDENS	1	2	NO	5	4	NO	4	YES	YES	At large	
34	WEST MIAMI	1	2	NO	4	4	NO	4	YES	YES	At large	

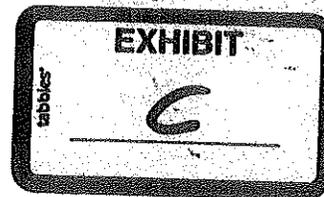
* 2 highest # votes = 4 yr term - 3rd # votes = 2 yr. term



#	CITY/TOWN/VILLAGE	ELECTION DATE
1	AVENTURA	NOVEMBER
2	BAL HARBOUR	NOVEMBER
3	BAY HARBOR ISLANDS	APRIL
4	BISCAYNE PARK	DECEMBER
5	CORAL GABLES	APRIL
6	CUTLER BAY	NOVEMBER
7	DORAL	NOVEMBER
8	EL PORTAL	NOVEMBER
9	FLORIDA CITY	JANUARY
10	GOLDEN BEACH	FEBRUARY
11	HIALEAH	NOVEMBER
12	HIALEAH GARDENS	MARCH
13	HOMESTEAD	NOVEMBER
14	INDIAN CREEK	FEBRUARY
15	KEY BISCAYNE	NOVEMBER
16	MEDLEY	NOVEMBER
17	MIAMI	NOVEMBER
18	MIAMI BEACH	NOVEMBER
19	MIAMI GARDENS	AUGUST
20	MIAMI LAKES	OCTOBER
21	MIAMI SHORES	APRIL
22	MIAMI SPRINGS	APRIL
23	NORTH BAY VILLAGE	NOVEMBER
24	NORTH MIAMI	MAY
25	NORTH MIAMI BEACH	MAY
26	OPA-LOCKA	NOVEMBER
27	PALMETTO BAY	NOVEMBER
28	PINECREST	NOVEMBER
29	SOUTH MIAMI	FEBRUARY
30	SUNNY ISLES BEACH	NOVEMBER
31	SURFSIDE	MARCH
32	SWEETWATER	MAY
33	VIRGINIA GARDENS	SEPTEMBER
34	WEST MIAMI	APRIL



1 IN JANUARY
 3 IN FEBRUARY
 2 IN MARCH
 5 IN APRIL
 3 IN MAY
 1 IN AUGUST
 1 IN SEPTEMBER
 1 IN OCTOBER
 16 IN NOVEMBER
 1 IN DECEMBER



ESTIMATE

City of Miami Springs -Stand Alone Election 2012

Magali Valls, CMC
 City of Miami Springs
 201 Westward Drive
 Miami Springs, FL 31166

Estimate N°: SP-SA-2012
 Estimate Date: December 6, 2012

Registered Voters:	8,033	Early Voting Days:	0
Precincts:	4	Early Voting Sites:	0
Polling Places:	3		

Personnel	\$	11,669.54
<i>Salaries & Fringe Benefits, Overtime, Poll Workers</i>		
Polling Places		1,640.00
<i>Security, Polling Place Rentals</i>		
Supplies and Services		542.23
<i>Election Supplies, Communication Charges</i>		
Trucks and Vehicles		982.00
<i>Truck Rentals, GSA Vehicles</i>		
Printing and Advertising		4,257.49
<i>Absentee & Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads</i>		
Postage		1,695.71
<i>Absentee Ballots, Temporary Polling Place Change Notices, Letters</i>		
Ballot Creation		3,210.00
<i>In-House & Outside Contractual Services, Translations - Based on one question</i>		
Administrative Overhead		2,399.70
<i>Indirect Costs, Logic & Accuracy, Post-Election Audits</i>		
Early Voting		-
<i>Estimated at \$3,200 per requested number of sites and days</i>		
*TOTAL	\$	<u>26,396.66</u>

* Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.

For more information, you may contact:

Patricia Prochnicki
 Elections Budget and Finance Chief
 Miami-Dade Elections Department
 2700 NW 87 Avenue
 Miami, Florida 33172

Office: 305-499-8568 E-mail: bproch@miamidade.gov

* This figure does not include legal advertising costs.

ESTIMATE

City of Miami Springs - Piggyback with Countywide Election 2012

Magali Valls, CMC
 City of Miami Springs
 201 Westward Drive
 Miami Springs, FL 31166

Estimate N°: SP-PB-2012
 Estimate Date: December 6, 2012

Registered Voters:	8,033	Early Voting Days:	0
Precincts:	4	Early Voting Sites:	0
Polling Places:	3		

Personnel		\$	-
<i>Salaries & Fringe Benefits, Overtime, Poll Workers</i>			
Polling Places			-
<i>Security, Polling Place Rentals</i>			
Supplies and Services			-
<i>Election Supplies, Communication Charges</i>			
Trucks and Vehicles			-
<i>Truck Rentals, GSA Vehicles</i>			
Printing and Advertising			4,016.50
<i>Absentee & Precinct Ballots</i>			
Postage			-
<i>Absentee Ballots, Temporary Polling Place Change Notices, Letters</i>			
Ballot Creation			3,210.00
<i>In-House & Outside Contractual Services, Translations - Based on one question</i>			
Administrative Overhead			722.65
<i>Indirect Costs, Logic & Accuracy, Post-Election Audits</i>			
*TOTAL			\$ 7,949.15

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* Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.

For more information, you may contact:

Patricia Prochnicki
 Elections Budget and Finance Chief
 Miami-Dade Elections Department
 2700 NW 87 Avenue
 Miami, Florida 33172

Office: 305-499-8568 E-mail: bproch@miamidade.gov

** This figure does not include legal advertising costs.

2012 BALLOT ISSUES DEADLINES

Should a municipality wish to conduct their regularly scheduled or a special election along with the countywide elections listed below, in order to allow sufficient time for ballot preparation and to meet State-mandated deadlines to mail absentee ballots to overseas voters, the deadlines listed below must be followed.

Note that per F.S. 100.151, "...the governing authority of a municipality shall not call any *special election* until notice is given to the supervisor of elections and his consent obtained as to a date..." Once approval is obtained from the supervisor of elections, the resolution and/or ordinance to call a Special Election must be passed to meet the deadlines listed below.

<p style="text-align: center;">2012 SCHEDULED COUNTYWIDE ELECTIONS</p>	<p style="text-align: center;">DEADLINE FOR CANDIDATE QUALIFYING TO END</p>	<p style="text-align: center;">DEADLINE TO SUBMIT RESOLUTION AND/OR ORDINANCE TO THE SUPERVISOR OF ELECTIONS FOR CHARTER AMENDMENTS OR ANY OTHER QUESTIONS</p>
<p style="text-align: center;">PRESIDENTIAL PREFERENCE PRIMARY January 31, 2012</p>	<p style="text-align: center;">No later than Tuesday, November 8, 2011</p>	<p style="text-align: center;">No later than Tuesday, November 8, 2011</p>
<p style="text-align: center;">PRIMARY ELECTION August 14, 2012</p>	<p style="text-align: center;">No later than Friday, June 8, 2012 <i>(Same as Federal, State, and County offices)</i></p>	<p style="text-align: center;">No later than Friday, May 25, 2012</p>
<p style="text-align: center;">GENERAL ELECTION November 6, 2012</p>	<p style="text-align: center;">No later than Friday, August 17, 2012</p>	<p style="text-align: center;">No later than Tuesday, July 24, 2012</p>

Should you have any questions or need additional information, please contact Zeida Reyes, Elections Coordination Manager, at 305-499-8405 or e-mail at zeidar@miamidade.gov.

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM: CITY ATTORNEY

DATE: JANUARY 26, 2012

**RE: MIAMI SPRINGS PROPERTIES, INC.
A Florida (*Profit*) Corporation**

Attorneys at Law

Robert D. Orshan
Robert P. Lithman
Jan K. Seiden
Jorge H. Ramos
David L. Hatton
Nicole J. Huesmann
Ariana Fajardo

Jamie Segal Davis
Rachel Klastorin Samek
Jeffrey M. Seiden
Steven P. Spann

The City has been requested to provide information for the completion of the organizational documents for the City's recently formed Florida "*For-Profit*" Corporation.

I would respectfully propose that the following be provided to Attorney Chaves' office in response to their informational request:

OFFICERS

RONALD K. GORLAND, City Manager.....President
c/o City of Miami Springs City Hall
201 Westward Drive, Miami Springs, FL 33166

WILLIAM ALONSO, Finance Director/Secretary...Treasurer
c/o City of Miami Springs City Hall
201 Westward Drive, Miami Springs, FL 33166

DIRECTORS

RONALD K. GORLAND, City Manager.....Director
c/o City of Miami Springs City Hall
201 Westward Drive, Miami Springs, FL 33166

WILLIAM ALONSO, Finance Director/Secretary...Director
c/o City of Miami Springs City Hall
201 Westward Drive, Miami Springs, FL 33166

January 26, 2012

SHAREHOLDERS

City of Miami Springs, a Florida Municipal Corporation, as represented by its current and future Mayor and Council Members.

INFORMATIONAL LANGUAGE FOR
INCLUSION WITHIN ORGANIZATIONAL
INITIAL CORPORATE MINUTES

The Officers and Directors of this Corporation are specifically authorized to only perform the ministerial and day-to-day activities required for the operation and existence of the Corporation. All other actions and activities of the Corporation of a material or substantive nature must be specifically authorized by affirmative majority vote of the Mayor and City Council following reasonable and appropriate notice of the action or activity sought for approval.

The intent of the foregoing language is to assure that no inappropriate or unauthorized actions or activities of the Corporation's Officers or Directors are defensible or sustainable without meeting the appropriate standards and requirements for City Council authorization and approval.

Sincerely,



JAN K. SEIDEN

JKS:jll

cc: City Manager; Finance Director;
Mayor and City Council



**CITY OF MIAMI SPRINGS, FLORIDA
MEMORANDUM**

TO: Ronald K. Gorland, City Manager

FROM: Allene Paz, Board Secretary

VIA: Magali Valls, City Clerk *(wv)*

DATE: February 6, 2012

SUBJECT: Board Recommendations

Based on the action taken at their meeting of January 12, 2012, the members of the Board of Parks and Parkways would like to bring the following item to the attention of the City Council:

“Given the potential damaging consequences of ficus benjamina and the fact that the City has in place a policy of eliminating ficus trees and hedges for over thirty (30) years, the Board recommends that the City should adhere to Code of Ordinance Section 150-013 (A) (4) of the City of Miami Springs Code of Ordinances, Land Uses, and not allow any planting or replanting of ficus.

Thank you.

cc: Board of Parks and Parkways Members

[Handwritten signature]



**CITY OF MIAMI SPRINGS, FLORIDA
MEMORANDUM**

TO: Ronald K. Gorland, City Manager

FROM: Elora R. Sakal, Acting Board Secretary to the Ecology Board *[Handwritten initials]*

VIA: Magalí Valls, City Clerk *[Handwritten signature]*

DATE: January 26, 2012

SUBJECT: Board Recommendations

Based on actions taken at their meeting of January 24, 2012, the Ecology Board members would like to bring the following items to the attention of the City Council:

1. Recommendation that the City become more active with recycling at all facilities, installing recycling bins City-wide and having extra containers at all City events.
2. Recommendation that Council looks into an "Adopt-a-Street" Program and possibly call it Clean Up The Environment (C.U.T.E). The proposed area breakdown is attached.

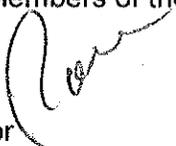
Thank you.

CITY OF MIAMI SPRINGS



Recreation Department
1401 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5075
Fax: (305) 805-5077

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ron Gorland, City Manager 

FROM: Omar Luna, Recreation Director

DATE: February 9, 2012

SUBJECT: Recommendation that the City renews its management contract with Jazzercise, Inc., for the use of the Multi Purpose Room at the Community Center for exercise sessions.

Jazzercise is a very popular program in Miami Springs that provides our community with an opportunity for our residents to stay fit and healthy.

Proposed agreement is for one year from April 1, 2012 through March 31, 2013 for the right to utilize the Multi Purpose Room on the first floor of the Community Center on Monday's and Wednesday's afternoons from 5:45 P.M. to 7:05 P.M., Tuesday's and Thursday's from 4:45 P.M. to 8:05 P.M., and Saturday mornings from 9:50 A.M. to 11:05 P.M.

Jazzercise agrees to pay the City monthly use fee of four dollars (\$400.00) which is due, in advance, on the first of each month commencing April 1, 2012 and ending with final payment on March 31, 2013.

Brenda and Tatiana Knight and the Jazzercise coaches do an excellent job of providing our Community with a professional program. They also have a great working relationship with the Recreation Department. It is recommended that we continue to work together with Jazzercise, Inc. by approving the attached agreement.

FACILITY AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2012 by and between the **CITY OF MIAMI SPRINGS**, a Florida Corporation, hereinafter referred to as "**City**", and **Brenda Knight, a licensed franchisee of "Jazzercise", Inc.**, hereinafter referred to as "**Jazzercise**";

WITNESSETH:

WHEREAS, "**Jazzercise**" has approached the City to solicit authorization to utilize the Multi-Purpose Room in the Community Center to conduct classes on Monday thru Thursday evenings and Saturday morning; and

WHEREAS, the Recreation Department of the City is desirous of providing the widest variety of recreational and educational activities for citizens on a continuing basis; and,

WHEREAS, the City Council of the City of Miami Springs has reviewed and discussed the proposal of the "**Jazzercise**" program and has determined that, subject to the terms and conditions of this Agreement, it is in the best interests of the City and its citizens to authorize the limited usage of the Miami Springs Community Center for the purposes proposed;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the mutual sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

USE OF PREMISES

The City of Miami Springs hereby grants to “**Jazzercise**” the right to utilize the multi-purpose room on the first floor of the Community Center on **Monday’s and Wednesday’s afternoons from 5:45 P.M. to 7:05 P.M., Tuesday’s and Thursday’s from 4:45pm 8:05pm., and Saturday mornings from 9:50am to 11:05am.,** for the operation of a program known as “**Jazzercise**” upon the terms and conditions set forth herein. Notwithstanding the foregoing, the City reserves the right to utilize the areas being provided to “**Jazzercise**” upon reasonable advance notice for City related or sponsored activities, so long as a suitable alternate facility location is provided.

PAYMENTS FOR USAGE

“**Jazzercise**” agrees to pay the City a monthly use fee of four hundred dollars (\$400.00) which is due, in advance, on the first of each month commencing April 1, 2012 and ending with final payment on March 31, 2013. Payments received more than 10 days after the due date will be subject to a twenty dollar (\$20.00) per day late payment fee.

MAINTENANCE OF PREMISES

“**Jazzercise**” agrees to clean and maintain the area used for its activities so that it is returned to the City in the same condition as received. In the event that “**Jazzercise**” does not comply with this clean up and maintenance provision, “**Jazzercise**” agrees to reimburse the City for the actual costs incurred in cleaning the facility following its usage.

ACCEPTANCE OF AGREEMENT

“Jazzercise” hereby accepts this agreement granted by the City for the use of multi-purpose room on the first floor of the Community Center for the operation of and “Jazzercise” program upon the terms and conditions set forth herein.

TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year beginning on April 1, 2012 and continue through March 31, 2013.

RENEWAL OF AGREEMENT

This Agreement may be renewed upon the mutual consent and agreement of the parties hereto.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party hereto, without cause, by providing the other party written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective thirty (30) days from receipt of said written notice.

INSURANCE

“Jazzercise” shall, at all times during the term hereof, maintain insurance coverage in the amount of \$1,000,000, which shall also name the City as an additional insured under the policy. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage shall be furnished to the City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be cancelled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to the City.

Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that “**Jazzercise**” shall, at any time, upon request, file duplicate copies of the policies of such insurance with the City.

HOLD HARMLESS AND INDEMNIFICATION

In addition to the aforementioned required insurance coverage to be provided to the City, “**Jazzercise**” shall hold the City, including its officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of actions, liability, costs, expenses, and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the licensed premises, arising from the services, acts, actions, omissions or failures to act of “**Jazzercise**” or of any of its employees, agents, representatives, invitees, or guests. Additionally, the protections provided by this provision shall also include any costs, expenses, or legal fees the City may incur in establishing that “**Jazzercise**” or its insurer are responsible to provide protection, coverage, and representation to the City, its officials, employees, and representatives for any incident that may occur during the term hereof.

PROHIBITED ACTIVITIES

“**Jazzercise**” shall not use the premises for any inappropriate or unlawful purpose and shall comply with all State, County and City laws, statutes, ordinances, policies, rules and regulations applicable now, or in the future, to the operation of “**Jazzercise**” and the premises. “**Jazzercise**” shall not permit any offensive, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City, county or state on the premises.

NONDISCRIMINATION

“Jazzercise” represents and warrants to the City that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the performance of this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. “Jazzercise” further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ASSIGNMENT

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the City Manager, which may be withheld or conditioned, in the City Manager's sole and exclusive discretion.

ATTORNEY FEES AND COSTS

If either party to this Agreement initiates litigation to enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party in any such litigation, and any appeals there from, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney's fee as fixed by the court.

NOTICES

All notices or other communications required under this agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. mail, return receipt requested, addressed to the other party at the following address or to such other address as a party may designate for notice:

NOTICES TO BE GIVEN TO CITY SHALL BE ADDRESSED AS FOLLOWS:

CITY OF MIAMI SPRINGS
Attention: Ronald K. Gorland, City Manager
201 Westward Drive
Miami Springs, FL 33166

NOTICES TO BE GIVEN TO JAZZERCISE SHALL BE ADDRESSED AS FOLLOWS:

Brenda Knight
20 Deer Run
Miami Springs, Fla. 33166

MISCELLANEOUS PROVISIONS

A. That this Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

B. That title and paragraph headings contained herein are for convenient reference and are not a part of this Agreement.

C. That should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, or if not modifiable, then same shall be deemed severable, and in

either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

D. That this Agreement constitutes the sole and entire understanding between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

E. That this Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or assigns.

F. That “**Jazzercise**” has been procured and is being engaged to provide services to the City as an Independent Contractor, and not as an agent or employee of the City. Accordingly, “**Jazzercise**” shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pensions Ordinances of the City, nor any rights generally afforded civil services or non-civil service employees. “**Jazzercise**” further understands that Florida Worker's Compensation benefits available to employees of the City are not available to it, and it agrees to provide workers' compensation insurance for any employee or agent rendering services.

IN WITNESS WHEREOF, we have set our hands and seals on the day and year first above written.

WITNESSES:

Print Name: _____

By: _____
Brenda Knight

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of
April, 2012, by Brenda Knight, who is personally known to me or has produced
_____ as identification, and did take an oath.

Notary Public, State of Florida

COMMISSION:

WITNESSES:

Print Name: _____

Print Name: _____

CITY OF MIAMI SPRINGS

By: _____

RONALD K. GORLAND,
City Manager

ATTEST: _____

Magali Valls,
City Clerk

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by RONALD K. GORLAND, City Manager and Magali Valls, City Clerk of the City of Miami Springs, Florida. They are personally known to me or have produced _____ as identification, and did take an oath.

Notary Public, State of Florida

COMMISSION:

CITY OF MIAMI SPRINGS



Recreation Department
1401 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5075
Fax: (305) 805-5077

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ron Gorland, City Manager 

FROM: Omar Luna, Recreation Director

DATE: February 9, 2012

SUBJECT: Recommendation that the City renews the management contract with Match Point Enterprises, LLC., for the use of the Cities Tennis Courts.

Match Point Enterprises is a very popular program in Miami Springs that provides our community with an opportunity for our children and adults to learn the fundamentals of Tennis and to also compete at a very high competitive level of Tennis.

Proposed agreement is for three (3) years from March 1, 2012 to February 28, 2015.

Due to the fact that the Facility is a municipal tennis center, the local demographics, and the requirement to provide services and products to its taxpayers at "municipal facility" pricing, the City agrees to provide an annual subsidy to the Tennis Professional of Twenty Thousand (\$20,000) Dollars (in four quarterly payments of \$5,000 each) to assist in the day-to-day operation of the facility.

Manny Fabian and the Match Point Enterprises coaches do an excellent job of providing a program that is professional. They also have a great working relationship with the Recreation Department and the Community. It is recommended that we approve the attached agreement so that our residents can benefit from a great program.

TENNIS PROFESSIONAL CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT is entered into this 1st day of March, 2012, by and between the CITY OF MIAMI SPRINGS, FLORIDA, a Florida municipal corporation, hereinafter referred to as "City", and MANUEL FABIAN, hereinafter referred to as "Tennis Professional";

WITNESSETH:

WHEREAS, for many years the City has attempted to maintain a cost effective and citizen responsive operation at the City Tennis and Racquetball Court Facility; and,

WHEREAS, in the last several years it has become apparent that the operations at the facility incur substantial monetary losses and are not as citizen "friendly" as required regardless of the plan or mode of operation of the facility; and,

WHEREAS, the City Council directed the City Administrative Staff to investigate alternative operational models which would substantially reduce or eliminate the annual monetary losses being incurred and provide a more responsive operation to the needs of the citizens using the facility; and,

WHEREAS, as a result of the various investigations conducted by the City Administrative Staff, the opportunity has arisen to enter into a Consultant Agreement with a local Tennis Professional, Manuel Fabian, which the Staff believes will be mutually beneficial to both parties; and,

WHEREAS, the City has the facilities available to provide an operational venue for the Tennis Professional, and the Tennis Professional has expressed a willingness to provide the programs, assistance and management required for the operation of a Tennis Program in the City; and,

WHEREAS, the parties have also discussed the creation and expansion of many programs for speciality groups at the Tennis Facility as requested by the City Council; and,

WHEREAS, the following Agreement is the culmination and memorialization of the various investigations conducted by the City Administration and the subsequent negotiations and discussions with the Tennis Professional Manuel Fabian.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the mutual sufficiency of which is hereby acknowledged, the CITY OF MIAMI SPRINGS and MANUEL FABIAN, hereby agree as follows:

RELATIONSHIP OF PARTIES

It is acknowledged and agreed between the parties hereto that MANUEL FABIAN will be granted exclusive control over the operation of the Miami Springs Tennis and Racquetball Court Facility. In exchange and consideration for the foregoing, the Tennis Professional will provide supervisory, operational and instructional services at the aforesaid location, as are more fully set forth herein.

In all matters relating to this Agreement, the Tennis Professional is to be considered an independent contractor and not an employee of the City.

DUTIES AND RESPONSIBILITIES OF THE CITY

In accordance with the relationship of the parties created by this Agreement, the City will be required to perform the following duties and responsibilities:

1. Continue to maintain the Tennis and Racquetball Courts.
2. Continue to maintain the Tennis and Racquetball Facility, its infrastructure and buildings.
3. Provide and pay for all required utility services to the Facility.
4. Provide the Tennis Professional with full operational control and access to the Facility.
5. Authorize and permit the sale of tennis equipment and supplies at the Facility by the Tennis Professional.
6. Authorize and permit the Tennis Professional to provide personal instruction and training and all other tennis related activities at the Facility.
7. Authorize and permit the Tennis Professional to control the scheduled uses of the facilities.
8. Provide the Tennis Professional with the pro rata balances of all existing City Tennis Memberships on a monthly basis until September 30, 2008.

DUTIES AND RESPONSIBILITIES OF TENNIS PROFESSIONAL

In accordance with the relationship of the parties created by this Agreement, the Tennis Professional will be required to perform the following duties and responsibilities:

1. Conduct professional instruction sessions for individuals and groups at the Facility.
2. Insure that the Facility is open for use for a minimum of eight (8) hours a day, seven days a week.
3. Promote the use of the Facility through the Tennis Professional's individual instruction services, group demonstrations and clinics, and any advertising or marketing materials or campaigns produced by the Tennis Professional. (However, such materials must be approved in advance by the City).
4. Provide daily supervision and control of the Facility, including, but not limited to, opening and closing, proper use and maintenance of Facility, and the coordination of the daily activities of the Facility.
5. Make reasonable appearances before the City Council to provide information regarding Tennis Facility operations, activities, programs and promotions.
6. Establish and promote Tennis related activities, programs, tournaments, clinics and special summer sessions for juniors, seniors, women and other speciality groups at the Facility.
7. Permit the usage of the Tennis Professional's name, logo or other identifying designation in the advertising and marketing of the Tennis Facility provided by the City. (However, such materials must be approved in advance by the Tennis Professional.)
8. Permit the usage of the Facility by the Miami Springs High School Tennis Team.

9. Establish, operate and provide all necessary funding for a pro shop at the Facility which offers Tennis related equipment, clothing and other related products to the public and also provides equipment repair services.
10. Perform all functions at the Tennis Facility in a proper and appropriate manner, never identifying yourself as a City employee, and being attired or uniformed in a manner that distinguishes yourself as an independent Tennis Professional and not a member of the management staff of the City.

EXCLUSIVITY OF SERVICES

The parties mutually acknowledge and agree that the Tennis Professional is herein being granted the exclusive right to operate the Miami Springs Tennis and Racquetball Court Facility and to provide Tennis lessons, instruction and all other services previously set forth herein at the Facility. The only exceptions to this grant of exclusivity are as follows:

1. Tennis lessons or instruction provided by coaches or designated assistants of local schools utilizing the Facility for practice or tournament purposes.
2. Special events that may be scheduled at the Facility with the approval of the Tennis Professional by the City or any City sponsored specific group or organization for a special courtesy fee.

PAYMENT TO PARTIES

Due to the fact that the Facility is a municipal tennis center, the local demographics, and the requirement to provide services and products to its taxpayers at "municipal facility" pricing, the City agrees to provide an annual subsidy to the Tennis Professional of Twenty Thousand (\$20,000) Dollars (in four quarterly payments of \$5,000 each) to assist in the day-to-day operation of the Facility.

In addition, it is specifically understood and agreed that the Tennis Professional will retain any revenues derived from any usage of the Facility during the term of this Agreement. Such revenues shall include, but not be limited to, membership fees, court rental payments, private lessons, tournaments, clinics, other programs/activities operated by the Tennis Professional, and all services provided by, and goods sold from, the pro shop maintained at the Facility.

AUTHORITY FOR EMPLOYEES, ASSISTANTS AND VOLUNTEERS

It is hereby mutually acknowledged and agreed that the Tennis Professional may hire employees or assistants, or utilize volunteer workers, to assist in the operation of the Tennis Facility. However, all such parties shall be required to be properly screened in accordance with the City's background investigation and fingerprinting policy and procedures and shall be the sole and exclusive responsibility of the Tennis Professional. In addition, all background investigation and fingerprinting costs and all other payments or insurance coverages required for these parties shall remain the sole and exclusive responsibility of the Tennis Professional.

TERM OF AGREEMENT

This Agreement shall commence on the 1st day of March, 2012 and terminate three (3) years later on the 28th day of February, 2015. This Agreement may be extended or renewed only upon the mutual agreement of the parties hereto.

TERMINATION OF AGREEMENT WITHOUT CAUSE

Either party hereto may terminate this Agreement, without cause, by giving the other party written notice thereof, by hand-delivery, or by certified mail, Return Receipt Requested, to be effective thirty (30) days from receipt of said written Notice of Termination.

CONFIDENTIALITY

In the performance of this Agreement, Tennis Professional may be exposed to the confidential information of the City and other entities. Tennis Professional shall not disclose to any party, other than the City Manager, Finance Director and those other City representatives authorized in writing by the City Manager, any such confidential information acquired during the performance of his services for the City. Regardless of the term of this Agreement, Tennis Professional shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the City's business and all information relating to the management services provided shall be presumed to be confidential, except as may be provided by law, and as same shall have been published or otherwise made freely available to the general public without restriction.

INSURANCE

Tennis Professional shall be responsible to secure all insurance coverages required to carry out the activities provided herein, which shall include, but not be limited to, general operational liability, workers compensation and professional malpractice, which shall continue to remain in full force and effect during the term of this Agreement. Notwithstanding the foregoing, and despite the fact that the Tennis Professional is an independent contractor, Tennis Professional shall be required to provide liability insurance covering himself, his employees, assistants, volunteers and clients, and the activities he conducts at the City Tennis and Racquetball Court Facility in the minimum amount of One Million (\$1,000,000) Dollars. In addition, it is required that the City of Miami Springs be named as an additional insured on the Tennis Professional's liability and professional malpractice insurance policies.

HOLD HARMLESS AND INDEMNIFICATION

In addition to the foregoing, Tennis Professional shall hold the City, including its officials, employees, and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of actions, liability, costs, expenses, and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the Miami Springs Tennis and Racquetball Court Facility, arising from Tennis Professional's services, acts, actions, omissions or failures to act or of any of its employees, agents, representatives, invitees, or guests. Further, the protections

provided by this provision shall also include any costs, expenses, or legal fees the City may incur in establishing that Tennis Professional or his insurer are responsible to provide protection, coverage, and representation to the City, its officials, employees, and representatives for any incident that may occur during the term hereof.

PROHIBITED ACTIVITIES

Tennis Professional shall not use the premises for any unlawful purpose and shall comply with all laws and permitting requirements applicable now, or in the future, to the operation of the Miami Springs Tennis and Racquetball Court Facility. Tennis Professional shall not permit any offensive, noisy, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City, county or state at the Facility.

NON-DISCRIMINATORY PRACTICES

In providing the services set forth herein, including those related to direct contact with the public, and those involving the hiring, treatment and advancement of employees, Tennis Professional shall not discriminate in any manner based upon race, color, creed, religion, ancestry, national origin, gender, age, physical/mental handicap or in any other manner. In addition, Tennis Professional shall insure the fair and equal use and access to the Facility.

LICENSED OR REGISTERED PERSONNEL

All services to be rendered by Tennis Professional under this Agreement, which are required by law to be performed by or under the direction of a duly licensed or registered professional, shall be rendered in compliance with such requirements.

ASSIGNMENT

Tennis Professional shall not assign, sublet or transfer any portion of its duties, obligations, or responsibilities under this Agreement without the advance written approval of the City. It is specifically understood and agreed that the City's decision to either permit or deny any such assignment, subletting or transfer shall be within its sole and exclusive discretion and that any such decision by the City shall be presumed to be reasonable.

ATTORNEY'S FEES

The parties hereto acknowledge and agree that should it become necessary for either party to this Agreement to bring suit to enforce any provisions hereof, or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation, and any appeals therefrom, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney's fee as may be awarded by the court.

NOTICES TO PARTIES

All notices required or desired to be given under this Agreement shall be in writing and delivered in person or transmitted by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party to be noticed, and shall be deemed to have been delivered three (3) days after deposit in a post office or letter box in the above manner.

NOTICES TO BE GIVEN TO CITY SHALL BE ADDRESSED AS FOLLOWS:

CITY OF MIAMI SPRINGS
Attention: Ronald K. Gorland, City Manager
201 Westward Drive
Miami Springs, FL 33166

NOTICES TO BE GIVEN TO TENNIS PROFESSIONAL SHALL BE ADDRESSED AS FOLLOWS:

MATCH POINT ENTERPRISES, LLC,
A Florida Limited Liability Company
561 Wren Avenue
Miami Springs, FL 33166

CAPTIONS

All captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

TIME

Time is of the essence as to each term of this Agreement.

GOVERNING LAW

This Agreement and the rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of Florida. If any provision of this Agreement is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provision of this Agreement.

ENTIRE AGREEMENT

This Agreement, together with any Exhibits hereto, constitute the entire Agreement between the parties relating to the subject matter hereof. This Agreement is the final expression of agreement between the parties hereto. Neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers, made either prior to, or simultaneous with, the execution of the Agreement.

IN WITNESS WHEREOF, the City and Tennis Professional have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

WITNESSES:

TENNIS PROFESSIONAL

Print Name: _____

MANUEL FABIAN

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____, day of _____, 2012, by MANUEL FABIAN. He is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

Notary Public, State of Florida

Print, Type or Stamp Name of
Notary Public

WITNESSES:
(As to both signatories)

CITY OF MIAMI SPRINGS
a Florida Municipal Corporation

BY: _____

Print Name: _____

RONALD K. GORLAND, City Manager

ATTEST: _____

Print Name: _____

MAGALÍ VALLS, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Ronald K. Gorland, City Manager, and Magalí Valls, City Clerk of the City of Miami Springs, a Florida Municipal Corporation. They are personally known to me or have produced _____ (type of identification) as identification and did (did not) take an oath.

Notary Public, State of Florida

Print, Type of Stamp Name of
Notary Public



Agenda Item No.

City Council Meeting of:

2-13-2012

City Manager Department
201 Westward Drive
Miami Springs FL 33166
305-805-5010

TO: Honorable Mayor Garcia and Members of the City Council

FROM: Ron Gorland, City Manager

DATE: February 7, 2012

SUBJECT: City Administration Personnel & Departmental Reorganization Recommendation

In order to better accomplish the short-term and medium/long-term objectives of the City, the proposed organization chart changes includes personnel and position upgrades, downgrades, additions, and deletions, that are driven by the following:

- Stated requirement by Council for much more elevated and active interaction with the CM
- Availability within the organization of strong under-utilized personnel
- Elimination of the fulltime Assistant City Manager position
- Far too many direct reports to the CM (currently there are 13 and good management practices generally recommend 3-7 depending on the organization)
- No increase in total organization payroll (in fact the adoption of the recommended changes results in a net personnel cost reduction of \$117,000)
- Need to develop future City management because we currently have 13 employees in the D.R.O.P. with more expected to enter shortly.

Requested new positions:

- Assistant City Manager and Finance Director – the Finance Department with a very strong Controller provides the opportunity for the Finance Director to take on much needed day to day City Manager support including the new Professional Services function and Senior Services
- Building and Code Director – The elimination of the Assistant City Manager position requires a strong savvy Building and Code Director who is prepared to take these two functions to the next level
- Golf and Recreation Director – Combining these two positions under one person is a natural evolution and provides that much more strength to solving our serious golf losses
- Assistant Director of Public Works – Required to support very active PW requirements

- Professional Services Supervisor – new section under the ACM/FD that will cover procurement, Public Information and Marketing. In addition to a permanent staff of 3, this position will have the ability to reach across the organization to call on needed strength wherever it is based on their needs (management practice involving cross-departmental utilization of solution oriented personnel). Another example is the City's Arborist is learning to back up the Golf Course Superintendent (Grounds Keeper) who has no backup at this time.

Positions recently eliminated or to be eliminated or not funded this fiscal year:

- Finance Director – replaced by Assistant City Manager and Finance Director
- Assistant to the Public Works Director – job to be done by the Assistant Director
- Building and Code Supervisor – replaced by the Building and Code Director
- City Hall Receptionist – our new phone system has no switchboard and lobby coverage is currently often performed by finance window clerk
- 4 Public Works Maintenance positions (not necessary since water and sewer transferred but kept on pending annexation which never occurred)
- I.T. Manager – promoted to I.T. Director

The net benefit of the requested changes is a net reduction of 5 FTE's, a net personnel cost reduction of \$117,584, and reduction of the number of direct reports to the CM to 8 (ACM/FD, MSPD, HR, I.T., Planning and Zoning, Building and Code, Golf and Rec, Public Works). All associated personnel have been notified of the proposed changes.

**CITY OF MIAMI SPRINGS
RE-ORGANIZATION PLAN
ANALYSIS OF BUDGET EFFECT**

Current Status per Adopted Budget:

Proposed Budget Amendment:

<u>Position</u>	<u>Pay Grade</u>	<u>Budgeted</u>		<u>Position</u>	<u>Budgeted</u>		<u>Pay Grade</u>	<u>Projected Additional</u>	
		<u>Costs</u>	<u>Costs</u>		<u>Costs</u>	<u>Costs</u>		<u>Savings (Cost)</u>	<u>Savings (Cost)</u>
Public Works Director	49	\$92,925	\$80,000	Public Works Director	49	\$7,540 *			
N/A	None	\$0	\$73,050	Assistant Public Works Director	40	(\$42,613) *			
Administrative Asst to the PW Director	29	\$52,870	\$0	Eliminated	None	\$30,841 *			
Information Technology Manager	40	\$73,805	\$77,495	Information Technology Director	46	(\$2,153) *			
Building & Code Manager	29	\$58,065	\$72,000	Building & Code Director	46	(\$8,129) *			
Customer Service Rep	9	\$55,734	\$14,950	Customer Service Rep (Part Time)	None	\$23,790 *			
Golf Director	49	\$90,801	\$90,801	Golf Pro (Title change)	46	\$0			
Finance Director	50	\$114,303	\$120,018	Asst City Manager-Financial Services	50M	(\$3,334) *			
Recreation Director	49	\$78,680	\$82,614	Recreation/Golf Director	49	(\$2,295) *			
Procurement Specialist	24	\$44,401	\$55,300	Professional Services Supervisor	37	(\$6,358) *			
Public Properties Position Vacant	8	\$29,303	\$0	Eliminated	None	\$29,303 **			
Public Properties Position Vacant	8	\$29,303	\$0	Eliminated	None	\$29,303 **			
Public Properties Position Vacant	10	\$30,844	\$0	Eliminated	None	\$30,844 **			
Public Properties Position Vacant	10	\$30,844	\$0	Eliminated	None	\$30,844 **			

Net effect of all proposed changes

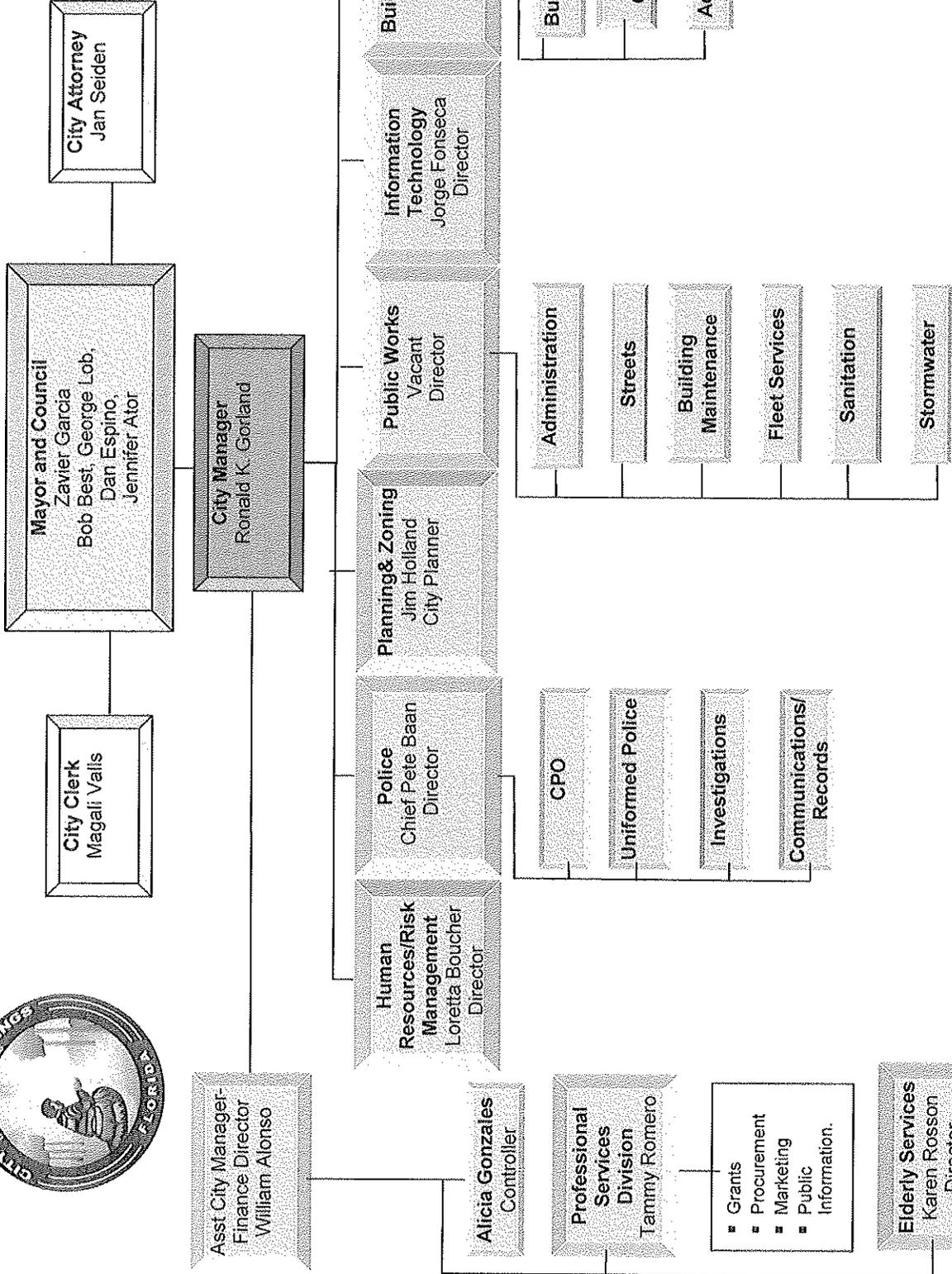
\$117,584

* The projected savings or cost is prorated from March 1 thru Sept 30, 2012.

** The projected savings or cost is for the entire fiscal year since the positions have been vacant.

City of Miami Springs Proposed

Organizational Chart



RESOLUTION NO. 2012-3537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING AND ADOPTING AN UPDATED AMENDED AND SUPPLEMENTED CITY EMPLOYEE "PAY PLAN" FOR FISCAL YEAR 2011-2012; RESERVING THE RIGHT AND AUTHORITY TO AMEND OR SUPPLEMENT THE PLAN; EFFECTIVE DATE.

WHEREAS, Ordinance 993-2010 was passed on August 23, 2010, authorizing and directing the annual internal review and approval of the City Employee "Pay Plan", and,

WHEREAS, Ordinance 993-2010, as currently codified in the Code of Ordinance Section 34-19(B), further directed the annual approval of the City "Pay Plan" by Resolution in conjunction with the City Council's adoption of the City's annual budget; and,

WHEREAS, the City Administrative Staff has caused the existing Pay Plan to be reviewed in light of the hiring of a new City Manager, the ongoing challenging economic conditions, the reorganization of certain departments of the City, and other personnel decisions which are intended to streamline the operation of government and eliminate positions which are no longer needed or are not functioning economically within the system, and;

WHEREAS, the City Council has determined that the updated amended and supplemented Pay Plan proposed by the City Administrative Staff is both proper and appropriate and in the best interests of the City and its citizens:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:

Section 1: That the updated amended and supplemented City Employee “Pay Plan”, attached hereto as Exhibit “1”, is hereby approved and adopted for the Fiscal Year of 2011-2012.

Section 2: That the City Council hereby reserves the right and authority to amend or supplement the City Employee “*Pay Plan*” at any and all times as may be determined to be in the best interests of the City by City Council resolution.

Section 3: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

(THIS SPACE INTENTIONALLY LEFT BLANK)

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 13th day of February, 2012.

The motion to adopt the foregoing resolution was offered by _____, seconded by _____, and on roll call the following vote ensued:

Vice Mayor Espino	" _____ "
Councilman Best	" _____ "
Councilman Lob	" _____ "
Councilwoman Ator	" _____ "
Mayor Garcia	" _____ "

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:


Jan K. Seiden, City Attorney

EXHIBIT 1

POSITION CLASSIFICATION AND PAY PLAN (As of March 1, 2012)

FISCAL YEAR 2011-12

CIVIL SERVICE/NON CIVIL SERVICE EMPLOYEES

POSITION	PAY GRADE	FY2011-12 PAY RANGE	
		MINIMUM	MAXIMUM
MAINTENANCE WORKER I	8	22,541	33,421
PRO SHOP CLERK	8	22,541	33,421
CLERICAL ASSISTANT	9	23,149	34,326
EQUIPMENT OPERATOR	10	23,726	35,181
MAINTENANCE WORKER CREW LEADER	10	23,726	35,181
MAINTENANCE WORKER II	10	23,726	35,181
REFUSE COLLECTOR	10	23,726	35,181
TREE TRIMMER	10	23,726	35,181
REFUSE TRUCK DRIVER	13	25,549	37,886
HEAVY EQUIPMENT OPERATOR	14	26,191	38,839
ADMINISTRATIVE ASSISTANT I	15	26,845	39,810
BUILDING SPECIALIST I	15	26,845	39,810
MATERIALS MANAGEMENT CLERK	15	26,845	39,810
POLICE ADMINISTRATIVE SPECIALIST I	15	26,845	39,810
RECREATION SPECIALIST	15	26,845	39,810
ACCOUNTING CLERK I	16	27,512	40,806
ACCOUNTING CLERK II	18	28,904	42,872
AUTOMATED EQUIPMENT OPERATOR	19	29,633	43,946
BUILDING MAINTENANCE SPECIALIST	19	29,633	43,946
POLICE DISPATCHER I	19	29,633	43,946
POLICE DISPATCHER II	21	31,128	46,169
ACCOUNTING CLERK III	22	31,909	47,318
ADMINISTRATIVE ASSISTANT II	22	31,909	47,318
BUILDING SPECIALIST II	22	31,909	47,318
ADMINISTRATIVE ASSISTANT III	24	33,527	49,715
PARKS MAINTENANCE FOREMAN	24	33,527	49,715
OPERATIONS SUPERVISOR	24	33,527	49,715
POLICE ADMINISTRATIVE SPECIALIST II	24	33,527	49,715
PROCUREMENT SPECIALIST	24	33,527	49,715
CODE COMPLIANCE OFFICER	25	34,361	50,960
POLICE COMMUNICATIONS SUPERVISOR	26	35,218	52,234
AQUATICS DIVISION SUPERVISOR	28	37,007	54,875
PROGRAMS DIVISION SUPERVISOR	28	37,007	54,875
SPORTS DIVISION SUPERVISOR	28	37,007	54,875
BUILDING AND CODE COMPLIANCE SUPERVISOR	29	37,604	55,300
* DEPUTY CITY CLERK	29	37,604	55,300
EXECUTIVE SECRETARY	29	37,604	55,300
HUMAN RESOURCES SPECIALIST	29	37,604	55,300
* ASSISTANT INFORMATION TECHNOLOGY MANAGER	37	46,212	68,534
* GOLF COURSE MAINTENANCE SUPERINTENDENT	37	46,212	68,534
* GRANTS WRITER/PUBLIC INFORMATION SPECIALIST	37	46,212	68,534
PROFESSIONAL SERVICES SUPERVISOR	37	46,212	68,534
OPERATIONS SUPERINTENDENT	37	46,212	68,534
* ELDERLY SERVICES DIRECTOR	40	49,767	73,805
* ASSISTANT PUBLIC WORKS DIRECTOR	40	49,767	73,805
INFORMATION TECHNOLOGY/ACCOUNTING SYSTEMS ANALYST	40	49,767	73,805
* CITY PLANNER	44	54,930	81,466
* POLICE LIEUTENANT	44P	61,440	89,324
* HUMAN RESOURCES DIRECTOR/RISK MANAGER	45	56,305	83,501
* COMPTROLLER	46	63,316	92,063
* INFORMATION TECHNOLOGY DIRECTOR	46	63,316	92,063
* POLICE CAPTAIN	46P	64,546	93,851
* GOLF PRO	46	63,316	92,063
* BUILDING AND CODE COMPLIANCE DIRECTOR	49	71,850	95,799
* RECREATION/GOLF DIRECTOR	49	71,850	95,799
* PUBLIC WORKS DIRECTOR	49	71,850	95,799
* CITY CLERK	49C	71,850	99,014
* PLANNING OFFICIAL	50	74,817	112,227
* FINANCE DIRECTOR	50	74,817	112,227
* CHIEF OF POLICE	50P	76,270	114,406
* ASSISTANT CITY MANAGER-FINANCIAL SERVICES	50M	84,125	125,489
* NON CIVIL SERVICE			



Agenda Item No.

City Council Meeting of:

2-13-2012

City Manager Department
201 Westward Drive
Miami Springs FL 33166
305-805-5010

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Ron Gorland, City Manager 
DATE: February 8, 2012
SUBJECT: Longevity Pay

While Council requested that subject issue be revisited after the 1Q financials were presented (last Council meeting), several negative consequential financial surprises have occurred. While the funds are still available to cover the subject disbursements (\$42,250 from the General Fund and \$17,250 from the Stormwater/Sanitation Enterprise fund), my suggestions is that we wait a little longer until after the 2QFY12 financials are presented to review subject.



Agenda Item No.
City Council Meeting of:
2-13-2012

City Manager Department
201 Westward Drive
Miami Springs FL 33166
305-805-5010

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Ron Gorland, City Manager
DATE: February 7, 2012
SUBJECT: Springs River Festival Request to Sell Alcohol Beverages During the Upcoming Festival April 13th, 14th and 15th

The Administration recommends that subject request (attached) be approved.

OFFICE OF CITY MANAGER
201 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166



City of
MIAMI SPRINGS
Florida

TELEPHONE
(305) 805-5010
FAX:
(305) 805-5040

February 2, 2012

Ms. Connie Brandenburg, Chairwoman
Springs River Festival, Inc.
P.O. Box 661155
Miami Springs, Florida 33166

Re: "*Springs River Festival*" - April 13, 14 and 15, 2012

Dear Ms. Martini:

This letter constitutes the City of Miami Springs' authorization for the Springs River Festival, Inc. to allow the sale of alcoholic beverages at their three (3) day special event "*Springs River Festival*" that is being held within the City Limits of Miami Springs on April 13, 14 and 15, 2012.

It is understood that additional specific approval will have to be given by the State of Florida, Division of Alcohol, Beverage and Tobacco.

If we can be of further assistance please feel free to contact us at (305) 805-5010.

Very truly yours,

Ronald K. Gorland
City Manager

RKG/br

cc: Magali Valls, City Clerk
Peter Baan, Chief of Police

SPRINGS RIVER FESTIVAL, INC.
P.O. Box 661155
Miami Springs FL 33166

February 2, 2012

Ronald Gorland, City Manager
201 Westward Drive
Miami Springs, Florida 33166

Re: Springs River Festival, April 13, 14, 15th, 2012

Dear Mr. Gorland:

The 2012 Springs River Festival intends to set up beer trucks at the incoming bridge from Hialeah and also on the Circle between Starbuck's and the Miami Springs Pharmacy. The festival also plans to operate a bar on the Circle across from Milam's parking lot.

Upon receipt of your letter of approval, the Divisions of Alcoholic Beverages will be contacted to obtain the required state licenses. A copy will be given to the City immediately for your files.

On the certificate of insurance, the Springs River Festival, Inc. has named the City of Miami Springs a co-insured.

Please let us know when the approval letter is ready. You can reach me at (305) 887-8666. Thank you in advance for your attention to this matter.

Sincerely,

Connie Brandenburg
Festival Chair - 2012

2-13-2012

CITY OF MIAMI SPRINGS

Recreation Department
 1401 Westward Drive
 Miami Springs, FL 33166-5289
 Phone: (305) 805-5075

TO: Honorable Mayor Garcia and Members of the City Council
 VIA: Ron Gorland, City Manager *Rw*
 FROM: Omar Luna, Recreation Director
 DATE: February 7, 2012
 SUBJECT: Recreation Department User Fees Disussion

Current User Fees (RESOLUTION NO. 2010-3495)

1. FITNESS ROOM MEMBERSHIP/YEARLY

Adult – 18 & older	\$150.00
Youth – 13 to 17	\$150.00
Senior's (60 & over)	\$75.00
Daily Guest Rate	\$5.00

2. OPEN GYM ACTIVITY

18 & Over	\$4.00
17 & Under	FREE

3. RECREATION MEMBERSHIP/YEARLY- FULL ACCESS TO POOL, *FITNESS ROOM, OPEN GYM

18 & over	\$340.00
13-17 (17 & under never pays for open gym)	\$190.00
Senior's (60 & over)	\$170.00
Council	\$170.00
Full Time Employee's	\$170.00
(*13-17, with parent supervision only)	

4. YEARLY FAMILY *FITNESS ROOM MEMBERSHIP

Family of 2	\$188.00
Family of 3	\$263.00
Additional Family Members (per membership) (*13-17, with parent supervision only)	\$75.00

5. YEARLY INDIVIDUAL MEMBERSHIP

Open Gymnasium Membership

Senior's (60 & over)	\$75.00
Adults (18 & over)	\$150.00

Open Swimming

Senior's (60 & over)	\$40.00
Children (17 & under)	\$40.00
Adults (18 & over)	\$80.00

6. POOL FEES

General Pool Admission

Seniors & Children	\$2.00
Adults	\$4.00

Lessons

Tiny Tot Lessons – 6 months-5 years	\$40.00
6 & older Lessons	\$40.00
Private Swim Lessons	\$40.00/hr

Rentals

Non-profit group Pool Rental	\$30.00/hr.
Observation Deck Rental	\$50.00/4 hrs
(plus refundable clean up deposit)	\$100.00
(plus entrance fee per child)	\$2.00/child
(plus entrance fee per adult)	\$4.00/adult
Pool Rental – 50 people (for every 12 people over 50-\$20.00 per guard, per hour.)	\$60.00/hr.
Outside Clubs/Organizations - Team Usage	\$600.00/mo.
Outside Clubs/Organization - Family Membership	\$100.00 Annually or \$10.00 Monthly
Red Cross Certification Courses	Negotiated
Senior High Schools (ex Swim Teams/Water Polo)	\$1,500.00 season
Middle Schools (ex Swim Teams/Water Polo)	\$200.00 monthly

Swim Meets	Negotiated
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Field House**	
Resident	\$250.00/4 hrs
Non-resident	\$500.00/4 hrs
Refundable damage deposit	\$100.00

**Facilities (if available) with no charge for City sponsored activities

Basketball Gym (Per Hour)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Full Court	\$60.00	\$100.00
Half Court	\$30.00	\$50.00

Volleyball Gym (Per Hour)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Full Court	\$30.00	\$50.00

Complete Gym (Wrestling /Judo)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Tournament (the whole gym) Maximum (4) Hours	\$500.00	\$750.00
Every Additional Hour	\$125.00	\$175.00

Softball & Baseball Field Rentals	<u>Non-Profit/Private</u>	<u>For Profit</u>
Practice Fee (no field prep required)	\$10.00	\$15.00
Game Rental (2/hr minimum)	\$30.00	\$40.00
Additional Hour	\$15.00	\$20.00
Game Rental w/Lights (2/hr minimum)	\$40.00	\$50.00
Additional w/Lights	\$20.00	\$25.00
Lining Fee (field prep, drag & line)	\$35.00	\$35.00

Soccer/Flag Football Field Rentals	<u>Non-Profit/Private</u>	<u>For Profit</u>
Game Rental (2/hr minimum)	\$35.00	\$45.00
Additional Hour	\$17.00	\$22.00
Game Rental w/Lights (2/hr minimum)	\$45.00	\$55.00
Additional Hour w/Lights	\$22.00	\$28.00
Lining Fee	\$75.00	\$75.00

9. CITY EMPLOYEES – Employees, City Council Members and their immediate family members under age 19

- A. General Admission Pool & Gym – FREE
 - B. 50% discount for summer programs operated by the Recreational Department
 - C. 50% discount on special events operated by the Recreational Department
- Note: there are no City provided discounts for programs operated by other organizations such as the Optimists, Little League, etc.

10. **SPECIAL CONTRACTUAL ACTIVITIES:**

These activities will be offered as available and appropriate fees will be charged. Additional information may be obtained from the Recreation Office.

11. **NOTES:**

A: There will be no rental or private use of the Prince Field Tot Lot due to its unique nature as a community built park for use by all our residents.

B: Authorization is hereby given to the City Manager to add and/or adjust Schedule of Charges based upon promotional and marketing activities to encourage usership of the City's recreation facilities. City Manager will advise City Council of changes.

C: Security Deposit will be up to the discretion of the City Manager and/or Recreation Director

D: Quarterly payment plans available for memberships in excess of \$150 annually

Considerations to add the following to our Current User Fees.

PRINCE FIELD:

Playground Private Rental: An independent group (Let's Build it Tot Lot) built this playground as a gift to the City. Therefore, we might not be able to charge for the usage of this particular playground.

\$300.00 for 2 hours, every additional hour is \$125.00

\$300.00 Clean-up Deposit

*Maximum of 4 Hours

10 X 10 Pavilion with Picnic Tables:

\$50.00 (Residents) for the first 3 Hours (Minimum of 3 Hours)

\$15.00 (Residents) for every additional Hour

\$75.00 (Non-Residents) for the first 3 Hours (Minimum of 3 Hours)

\$25.00 (Residents) for every additional Hour

\$100.00 Clean-up Deposit

Batting Cage:

\$15.00 an Hour (No Lights)

\$25.00 an Hour (Lights)

STAFFORD PARK:

Playground:

\$300.00 for 2 hours, every additional hour is \$125.00

\$300.00 Clean-up Deposit

*Maximum of 4 Hours

Batting Cage:

\$15.00 an Hour (No Lights)

\$25.00 an Hour (Lights)

Vita Course:

\$150 Per Hour (THIS WILL BE VERY HARD TO CONTROL)

PEAVY/DOVE:

Playground:

\$300.00 for 2 hours, every additional hour is \$125.00

\$300.00 Clean-up Deposit

*Maximum of 4 Hours

DOG PARK (Might not be Possible):

\$250.00 for 2 hours, every additional hour is \$125.00

\$250.00 Clean-up Deposit

*Maximum of 4 Hours

MISC ITEMS:

BUSES:

Big Bus:

\$75.00 an Hour within MS/VG City Limits

\$100.00 an Hour for any trip outside City Limits (Bus is only restricted to Miami Dade County)

Small Bus:

\$50.00 an Hour within MS/VG City Limits

\$75.00 an Hour for any trip outside City Limits (Bus is only restricted to Miami Dade County)

4th of July:

Spot in the Parade: \$50.00 for Participation for a Private Group. Non-Profit Organizations will not be charged a fee.

Circle/Gazebo Pavilion for Weddings and/or Private Events:

\$500.00 for the Rental of the Pavilion for 3 Hours.

\$125.00 Every Additional Hour

**Police and Public Works will be an additional cost per the staff and services needed to support the wedding/event.

****PROVIDE-SET UP-TAKE DOWN OF 5 TABLES & 50 CHAIRS FOR MULTI-PURPOSE ROOM RENTAL: \$50 (not included in the rental fee set by Resolution)**

****JUMP HOUSES: Will be permitted if they use vendors that are approved by the City. They must also show proof of insurance w/City as co-insured.**

Additions to Infrastructure

Stafford Park:

20 X 20 Steel Powder Coated Shelter = \$30,000.00
3 Picnic Tables for Shelter: \$4,000.00

****We are recommending that we install this pavilion by our new playground.**

20 X 20 Pavilion/Shelter with Picnic Tables:

\$100.00 (Residents) for the first 4 Hours (Minimum of 4 Hours)
\$25.00 (Residents) for every additional Hour
\$125.00 (Non-Residents) for the first 4 Hours (Minimum of 4 Hours)
\$40.00 (Residents) for every additional Hour
\$100.00 Clean-up Deposit

****Your set up and clean up time will be part of your rental.**

Projected/Estimated Revenue:

\$100 (4 Hour Rental) X 2 Days = \$200.00 X 25 Weeks out of the Year = \$5,000.00 a Year.

\$5,000.00 a Year X 7 Years = \$35,000.00

****Pavilion/Shelter life expectancy is 15 to 20 Years**

Peavy Dove:

20 X 20 Steel Powder Coated Shelter = \$30,000.00
3 Picnic Tables for Shelter: \$4,000.00

****We are recommending that we install this pavilion by our new playground.**

20 X 20 Pavilion/Shelter with Picnic Tables:

\$100.00 (Residents) for the first 4 Hours (Minimum of 4 Hours)
\$25.00 (Residents) for every additional Hour
\$125.00 (Non-Residents) for the first 4 Hours (Minimum of 4 Hours)
\$40.00 (Residents) for every additional Hour

\$100.00 Clean-up Deposit

**Your set up and clean up time will be part of your rental.

Projected/Estimated Revenue:

\$100 (4 Hour Rental) X 2 Days = \$200.00 X 25 Weeks out of the Year = \$5,000.00 a Year.

\$5,000.00 a Year X 7 Years = \$35,000.00

**Pavilion/Shelter life expectancy is 15 to 20 Years.

There are some pros and cons to us charging for all amenities. The obvious pro would be that by the City providing fees to all amenities, we could generate more revenue. The Cons are that we will go away from providing our park patrons with an opportunity to use a pavilion/shelter for no cost if available. I would like to see a policy in place that a resident or a non-resident can reserve the shelter/pavilion for a fee and they will have the right to that pavilion/shelter on the day of the rental. However, if the pavilion/shelter is not rented out, our park patrons can still use it if needed by a first come first serve basis.

If we go this route, we need to understand that the pavilions need to have signs that identify if the playground is reserved or not.



SUPERIOR PARK SYSTEMS, INC.

"A CERTIFIED LOCAL MBE/SBE OWNED BUSINESS #22214"
"For All of Your Parks and Recreational Needs"

January 30, 2012

Quote No. 130412

Send To:

City of Miami Springs
Parks & Recreation Department
1401 Westward Drive
Miami Springs, Florida 33166
Attention -- Omar Luna, Director

Re: Shelter & Concrete Substrate Quote No. 130412

Superior Park Systems, Inc. quotes the following RCP Shelter off the Palm Beach County School Board Contract # 10C-54B at the same price, terms and conditions:

Miami Springs -- Shelter

One (1) AS-H2030-04-MG - 20'x 30' all steel hip powder coated shelter	\$25,629.50
Less 5% price agreement discount	\$ 1,281.48
Discounted price	\$24,348.02
Plans, Engineering & permitting	\$ 2,100.00
Installation	\$ 7,050.00
Install concrete surface and grade to existing curb	\$ 5,400.00
Dumpster to dispose of excavated fill for concrete deck	\$ 385.00??
Total	\$39,283.02

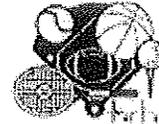
Comments: Shelter meets all building codes Installation 4-6 weeks after receipt of purchase order and approved plans. Many standard colors for powder coating.

Submitted by,

Mitchell Leitner, President

File: "Miami Springs" -- 20'x30' Shelter quote 01/30/12

Mobile (954) 445-7000 Office (954) 920-3352 Fax (954) 921-9563
1418 Scott St. Hollywood, FL 33020 E-Mail -- mitch@superiorparksystems.com



SUPERIOR PARK SYSTEMS, INC.

"A CERTIFIED LOCAL MBE/SBE OWNED BUSINESS #22214"
"For All of Your Parks and Recreational Needs"

January 30, 2012

Quote No. 013012

Send To:

City of Miami Springs
Parks & Recreation Department
1401 Westward Drive
Miami Springs, Florida 33166
Attention - Omar Luna, Director

Re: Shelter & Concrete Substrate Quote No. 013012

Superior Park Systems, Inc. quotes the following RCP Shelter off the Palm Beach County School Board Contract # 10C-54B at the same price, terms and conditions:

Miami Springs - Shelter

One (1) AS-SQ20-04-MG - 20'x 20' all steel powder coated square shelter	\$18,950.00
Less 5% price agreement discount	\$ 947.50
Discounted price	\$18,002.50
Plans, Engineering & permitting	\$ 2,100.00
Installation	\$ 5,500.00
Install concrete surface and grade to existing curb	\$ 4,000.00
Dumpster to dispose of excavated fill for concrete deck	\$ 385.00??
Total	\$29,987.50

Comments: Shelter meets all building codes Installation 4-6 weeks after receipt of purchase order and approved plans. Many standard colors for powder coating.

Submitted by,

Mitchell Leitner, President

File: "Miami Springs" - Shelter quote 01/30/12

Mobile (954) 445-7000 Office (954) 920-3352 Fax (954) 921-9563
1418 Scott St. Hollywood, FL 33020 E-Mail - mitch@superiorparksystems.com

CITY OF MIAMI SPRINGS



Recreation Department
1401 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5075
Fax: (305) 805-5077

Agenda Item No. *111*

City Council Meeting of:

2-13-12

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ron Gorland, City Manager *Ron*
FROM: Omar Luna, Recreation Director
DATE: February 9, 2012
SUBJECT: Stafford Park Fence Line Tree Beautification Proposal

Our City Arborist has recommended that we plant twenty two (22) trees at Stafford Park for our Fence Line Tree Beautification Project. At the present time we would like to start this project with eight (8) trees. In the future we would like to propose a program that will allow for our residents, local business owners, etc. to purchase a tree and the City will attach a plaque to the Tree recognizing who donated the tree.

The eight (8) trees that we are recommending to start the project:

3 Silver Buttonwood's: \$195.00 X 3 =	\$585.00
3 Queen Crepe Myrtle: \$450.00 X 3 =	\$1,350.00
1 Bulnesia:	\$450.00
1 Satin Leaf:	\$225.00
Total Cost of Project:	\$2,610.00

The fourteen (14) trees that we are recommending for the future.

2 Silver Buttonwood's: \$195.00 X 2 =	\$390.00
2 Queen Crepe Myrtle: \$450.00 X 3 =	\$900.00
3 Bulnesia: \$450 x 3 =	\$1,350.00
4 Satin Leaf: \$225.00 X 4 =	\$900.00
3 Royal Poinciana: \$225.00 X 3 =	\$675.00
Total Cost of Project:	\$4,215.00

Funding Source: Public Works Budget for Tree Planting

Mesis Landscape Services, Inc.
 18950 SW 139th Avenue
 Miami, FL 33177

Voice: 305-254-5500
 Fax: 305-254-5090



QUOTE

Quote Number: 0360
 Quote Date: Jan 30, 2012
 Page: 1

Quoted to:
 City of Miami Springs Public Works
 345 N Royal Poinciana Blvd.
 Miami Springs, FL 33166

MESIS
 LANDSCAPE SERVICES

Ship to:
 City of Miami Springs
 345 N Royal Poinciana Blvd.
 Miami Springs, FL 33166

Customer ID	Good Thru	Payment Terms
City of Miami Spring	2/29/12	Net 25 Days

Quantity	Item	Description	Unit Price	Extension
		Attention Tom Nash		
		Installation of 22 Trees- See species list		
1.00		Bulnesia- 12 ft./ Qty TBD	450.00	450.00
1.00		Queen Crepe Myrtle- 12 ft. / Qty TBD	450.00	450.00
1.00		Silver Buttonwood- 12 ft./ Qty TBD	195.00	195.00
1.00		Royal Poinciana- 12 ft./ Qty TBD.	225.00	225.00
1.00		Satin Leaf- 12 ft./Qty TBD	225.00	225.00
		Authorized By		
		4 - BULNESIA 1800		
		4 - ROYAL POINCIANA 900		
		5 - QUEEN CREPE MYRTLE 2250		
		4 - SILVER BUTTONWOOD 760		
		5 - SATIN LEAF 1185		
		\$ 6,855.00		

Subtotal 1,545.00
TOTAL 1,545.00

1.

JOI

Agenda Item No.

Magali Valls

City Council Meeting of:

2-13-2012**From:** Jan Seiden [jseiden@olsrhh.com]**Sent:** Tuesday, January 31, 2012 1:29 PM**To:** Ronald K. Gorland; James H. Holland; Magali Valls; Mayor Zavier Garcia; Councilman Dan Espino; Councilwoman Jennifer Ator; Councilman Bob Best; Councilman George V. Lob**Subject:** Pilot House Project

The clerk and city planner have advised that it is likely that that scheduled ARB meeting for tomorrow night might not be conducted due to a lack of a quorum. While the meeting is important because the Pilot House project is scheduled for review by the board, there is really no need to attempt to fill the vacant board positions on short notice just to hold the meeting. If the meeting cannot take place due to the lack of the quorum, I have requested that the city clerk put an item on the next regular city council agenda to request that the city council "waive" the requirement for review contained in code section 150-164(1)(2)(c) for the pilot house application due to the board circumstances. I am assuming that no one wants to impede the progress of this project, and while the "waiver" of the ARB review of the project should be an exception and not the rule, the city council has the inherent power to grant such a "waiver", especially in a situation (like this one) where city staff and the revitalization specialist have spend substantial review time on the project, and are in agreement to allow it to move forward in the process as proposed. JKS

Jan K. Seiden, Esq.

Orshan Lithman Seiden Ramos Hatton Huesmann & Fajardo, LLP

150 Alhambra Circle, Suite 1150

Coral Gables, Florida 33134

Tel: 305-858-0220

Fax: 305-854-6810

February 1, 2012

Ron Gorland
City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

RE: Pilot House Bar & Grill and Mad Man Jack's Bar-B-Que Revised Elevations

Dear Ron,

The Calvin, Giordano & Associates, Inc. Redevelopment Solutions Team, including Cartaya and Associates Architects, P.A., reviewed the revised elevations received on January 24th, 2012 for the Pilot House Bar & Grill and Mad Man Jack's Bar-B-Que and found that the proposed renovation meets the architectural design standards within the Northwest 36th Street zoning district.

If you have any questions, please contact me at your convenience.

Sincerely,



Mario Cartaya
President
Cartaya and Associates Architects, P.A.

AAC001388

QUALITY
ARCHITECTURE
AND SERVICE
SINCE 1979

2400 E COMMERCIAL BOULEVARD | SUITE 415
FORT LAUDERDALE | FLORIDA | 33308

PHONE: (954) 771-2724 | FAX: (954) 776-4280
WWW.CARTAYAANDASSOCIATES.COM

2.

10J

City Council Meeting of:

2-13-2012

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT



201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5034
Fax: (305) 805-5036

MEMORANDUM

To: Mayor Garcia and Members of the City Council
From: James H. Holland, AICP, City Planner
Date: February 8, 2012
Subject: Site Plan Approval, Case Number 01-ZP-12
Petition by El Pub Latin Quarters, Inc.
d.b.a. Pilot House Bar and Grill and Mad Man Jack's Bar-B-Que

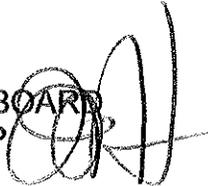
On February 6, 2012, the Zoning and Planning Board considered the aforesaid case. By unanimous vote, the Board approved the petition consistent with my recommendation. A copy of my memorandum to the Board is attached.

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT



201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5034
Fax: (305) 805-5036

MEMORANDUM

To: ZONING AND PLANNING BOARD
From: JAMES H. HOLLAND, AICP 
Date: February 6, 2012
Subject: APPLICATION FOR SITE PLAN APPROVAL
CASE NUMBER: 01-ZP-12
APPLICANT: EL PUB LATIN QUARTERS, INC.
ADDRESS: 4909 NW 36 STREET
NATURE OF REQUEST: SITE PLAN APPROVAL PURSUANT TO
CODE SECTIONS 150-164 (l) (2) (e)

BACKGROUND

The subject property, located at the Northwest corner of LaVilla Drive and NW 36 Street, is the site of the former Pilot House Bar and Grill, which was closed approximately six years ago. The structure, which was built in 1944, contains 5,876 square feet of gross floor area (GFA) The Property, as well as surrounding properties, is zoned NW 36 Street District.

The proposed use is for two establishments within the same building. Pilot House Bar and Grill and Mad Man Jack's Bar-B-Que will share the kitchen.

DOCUMENTS REVIEWED

The documents which were reviewed include:

- Boundary Survey (Nova Surveyors, Inc.). Note: The submitted survey was not signed and sealed. Same will be required at the time of building permit application submittal;
- Site Plan, Floor Plans and Building Elevations (Anne Jackaway Architecture, Inc.);
- Landscaping Plans and Details (Bruce Howard and Associates, Inc.);
- Schematic Drainage Plan (Consulting Engineering and Sciences, Inc.); and
- Letter from Revitalization Specialist stating that the architectural design standards of the zoning district have been met.

ANALYSIS

1. **PARKING**—The uses require 60 parking spaces (1/100 GFA.). A total of 65 are provided on and off-site. The minimum required depth of all parking stalls is 19 feet. A variance to permit 18-foot stalls has been requested. This affects the 60 degree angled spaces north of the building. Two disabled parking spaces , the minimum requirement, have been provided;
2. **DRAINAGE**—The submitted schematic drainage plan sufficiently indicates there will be no stormwater run-off onto the public rights-of-way and adjacent properties. Detailed construction drawings and calculations were not requested, since the approval of Miami-Dade County Department of Permitting, Environment and Regulatory Affairs (formerly DERM) will be required prior to the issuance of a Building Permit;
3. **UTILITIES**—Public water and sewer are available. Existing service lines will be utilized; and
4. **LANDSCAPING**—The Landscaping Plan meets the requirements of the zoning district, with one exception. Because of existing conditions (zero setbacks), shade trees are not provided every 30 feet. A variance from this Code provision has been requested. An irrigation plan was not required, but must be provided with the building permit application package.

RECOMMENDATION

Staff recommends approval of site plan application 01-ZP-12, subject to the conditions imposed by the Board of Adjustment.

DRAFT

3. NEW BUSINESS

Case # 01-V-12
El Pub Latin Quarters, Inc.
4909 NW 36th Street
Zoning: NW 36th Street District

City Planner James H. Holland attached a new memo to the back up information regarding the documents that were reviewed. There were a couple of conditions of recommendations of the site plan subject to any conditions imposed by the Board of Adjustment that have been discussed and are of record.

City Planner Holland said that there are a few items that will be needed prior to the issuance of a building permit which would be to obtain the approval from the Permitting Environment and Regulatory Affairs Department of Miami - Dade County, formerly known as Department of Environmental Resources Management (DERM) for the drainage plan. An irrigation plan also must be provided at the same time.

Chairman Pérez-Vichot stated that El Pub Latin Quarters, Inc. will basically be complying with the City's landscaping, drainage, parking and lighting code.

City Attorney Seiden explained that the Board of Adjustment is basically only passing the parking layout along.

Chairman Pérez-Vichot asked if City Planner Holland had received any courtesy notice responses and City Planner Holland replied that he did not receive any letters in return.

City Planner Holland mentioned that the case number on the agenda was incorrect and the case number is actually 01-ZP-12.

Chairman Pérez-Vichot clarified that the dumpster is being screened with a wall and a gate that will also follow the guidelines of the code. The applicants have agreed to comply with the technical requirements. The only thing the board is looking at is the parking spaces.

Board member Aloma made a motion to approve the request as submitted. Board member Fajardo seconded the motion which was carried unanimously on voice vote.

CITY OF MIAMI SPRINGS



TO: The Honorable Mayer Garcia & members of Council
VIA: Ronald Gorland, City Manager
FROM: Mike Aldridge, Golf Director *[Signature]*
DATE: February 9, 2012
SUBJECT: Marketing Update

.....
We have done the following marketing to promote golf rounds:

- 1) Continued advertisement in local River Cities Gazette weekly.
- 2) Continued advertisement in the Miami Herald Neighbor's section starting Saturday February 12 we will have an ad promoting our Senior weekday special in the Sport section of the Miami Herald and Nuevo Herald for 5 consecutive Saturdays.
- 3) Registered PGA 2012 Winter Golf Pass October 1, 2011 – April 30, 2012.
- 4) Created a database w/emails and golfers' place of residence with Groupon & Living Social patrons and also sent over 800 emails to golfers personally thanking them for playing the course and inviting them to play again.
- 5) Advertise ½ page ad in Le Soleil French newspaper (12 issues) 2X per month. Distributed and posted over 1000 French flyers at frequented Canadian locations in Hallandale, Hollywood & Sunny Isles. Placed annual advertisement in French Canadian travel guide "Acces Floride".
- 6) Met w/Johnny Laponzina owner of Premier Card and joined the South Florida Canadian GolfPass and obtained an email database of 4000 Canadian golfers emails.
- 7) Advertised in Greater Miami Visitor's Bureau in Vacation Planner, Travel Planners placed in Miami/South Beach hotels with Video scoreboard of golf course, scorecards with touch screens located on concierge desks & hotels lobbies. Submitting ad for photo of the day on SocialMedia@GMCVB.com.

- 8) We are using internet tee time services through Golf.Now.com which is owned and operated through the golf channel and Tee Time USA.
- 9) We have placed fish bowl on counter in pro shop to collect business cards with a monthly drawing of greens fees & carts. Golfers can visit Miamispringsgolfcourse.com to look up monthly winners. This will also assist w/obtaining additional emails.
- 10) Joined Latin Business Club of America w/1/4 page ad in four magazine issues & ads online magazine. Exhibitor tables at six networking events of our choice With four quarterly ads on their online e-newsletter.

