



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

**Vice Mayor Michael Windrem
Councilman George V. Lob**

**Councilman Billy Bain
Councilman Jaime A. 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".

**AGENDA
REGULAR MEETING
Monday, June 24, 2013 – 7:00 p.m.
Council Chambers – City Hall
201 Westward Drive – Miami Springs**

- 1. Call to Order/Roll Call**
- 2. Invocation: Mayor Garcia**
Salute to the Flag: Audience Participation
- 3. Awards & Presentations:**
 - A) Yard of the Month Award – July 2013 – Jorge Calil – 1015 Dove Avenue**
 - B) Officer of the Month Award – May 2013 – Officer Tomás López**
- 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) 06-10-2013 – Regular Meeting**

6. **Reports from Boards & Commissions:**
 - A) 06-11-2013 – Recreation Commission – Cancellation Notice
 - B) 06-12-2013 – Golf and Country Club Advisory Board – Minutes
 - C) 06-13-2013 – Board of Parks and Parkways – Minutes
 - D) 06-17-2013 – Revitalization and Redevelopment Ad-Hoc Committee – Cancellation Notice
 - E) 06-18-2013 – Education Advisory Board – Cancellation Notice

7. **Public Hearings: None**
 - A) Second Reading – Ordinance No. 1055-2013 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 70-02, Red Light Camera Enforcement, by Adopting and Implementing the Amendments and Newly Enacted Provisions of State Law Contained in CS/CS/HB7125, Codified as Chapter 2013-160, Laws of Florida; Providing for the Adoption and Implementation of Future Amendments and Statutory Provisions; Authorizing the Creation of a Local Hearing Officer Process Consistent with State Law; Repealing All Ordinances or Parts of Ordinances in Conflict; Effective Date (First Reading: 5-28-2013 – Advertised: 5-31-2013 – Postponed: 6-10-2013 – Advertised: 06-13-2013)

8. **Consent Agenda:**
 - A) Recommendation that Council Approve a Change Order of \$1,000.00 to Rubin Brown, LLP for Tax Return Preparation as Part of the CMI Historic Tax Credit Transaction, Pursuant to Section 31.11 (F) (11) (a) (2) of the City Code

9. **Old Business:**
 - A) Appointments to Advisory Boards by the Mayor and Council Members
 - B) Recommendation that Council Waive the Competitive Bid Process and Approve a Lease Agreement with Club Car’s Affiliated Financing Source, Ingersoll-Rand Financial Services (IRFS), in the Amount of \$258,750.00 for Seventy-Five (75) 2014 Gasoline Powered Carts, for a Five-Year Term, Pursuant to Section 31.11 (E) (6) (g) of the City Code (Item was pulled during the 6-10-13 meeting)
 - C) Annexation Litigation Update

10. **New Business:**
 - A) Authorization to Award Energy Conservation Measures Contract to ConEdison; Authorization to Execute Energy Performance Contract Between City and ConEdison

10. New Business: (continued)

- B) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$19,584.00 to C. R. DeLongchamp for Building Rental, Pursuant to Section 31.11 (E) (6) (g) of the City Code and Pursuant to the Contract Renewal Option Provided by the City's Existing Contract/Contract Vendor for an Additional Twelve-Month Period
- C) Consideration of Recommendations from the Board of Parks and Parkways
- D) Fiscal Year 2013-2014 Budget First Pass and Millage Cap Discussion
- E) Request from the River Cities Festival Organization to Hold the Festival on April 11-12-13, 2014 and on the Second Weekend of April in the Coming Years

11. Other Business:

- A) Scheduling of Budget Workshops Meetings on Monday, August 5, and Monday, August 19, 2013 at 6:00 p.m.

12. Reports & Recommendations:

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

13. Adjourn

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 (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 RECOGNITION

Presented to

THE CALIL FAMILY
"GREY MANIA"

of

1015 DOVE AVENUE

for their home being designated as

"YARD OF THE MONTH"
JULY 2013

Presented this 24th day of June 2013.

CITY OF MIAMI SPRINGS, FLORIDA

A handwritten signature in cursive script that reads "Xavier M. Garcia".

Xavier M. Garcia
Mayor

ATTEST:

A handwritten signature in cursive script that reads "Magali Valls".

Magali Valls, CMC
City Clerk



Miami Springs
Police Department

Agenda Item No.

City Council Meeting of:

06-24-2013

Memorandum

To: Officer Tomas Lopez

From: Peter G. Baan, Chief of Police *Peter G. Baan*

Subject: Officer of the Month, May, 2013

Date: 06/05/2013

On 05/09/2013, Sergeant Andres Quintanilla drafted a memorandum which recommends that you receive the Officer of the Month Award for May 2013. The memo describes the details of your response to a suspicious person call, which ultimately resulted in the arrest of a burglary subject.

The Miami Springs Police Department Awards Committee has concurred with Sergeant Quintanilla's recommendation, and I agree. You are invited to attend the City Council Meeting on Monday, June 24th at 7:00 pm, when this award will be publicly presented to you. You are invited to bring with you any family members, friends, or associates to share in this occasion.

I congratulate you for your outstanding performance, and compliment you on your professionalism. Your outstanding performance reflects highly on the professional reputation of the entire Miami Springs Police Department.

Attachments

- cc: City Manager R. Gorland
- Captain J. Kahn
- Lieutenant R. Walker
- Lieutenant S. Carlisle
- Lieutenant J. Mulla
- Sergeant A. Quintanilla
- CPO
- Personnel File



DRAFT

City of Miami Springs, Florida

The Miami Springs City Council held a **REGULAR MEETING** in the Council Chambers at City Hall on Monday, June 10, 2013, at 7:00 p.m.

1. Call to Order/Roll Call

The meeting was called to order at 7:03 p.m.

The following were present:

- Mayor Zavier M. Garcia
- Vice Mayor Michael Windrem
- Councilman Billy Bain
- Councilman George V. Lob
- Councilman Jaime A. Petralanda

Also Present:

- City Manager Ronald K. Gorland
- Assistant City Manager/Finance Director William Alonso
- City Attorney Jan K. Seiden
- Police Captain Jonathan Kahn
- Building & Code Compliance Director H. "Tex" Ziadie
- Elderly Services Director Karen Rosson
- Public Works Director Thomas Nash
- City Clerk Magalí Valls
- Deputy City Clerk Suzanne S. Hitaffer

2. Invocation: Councilman Bain offered the invocation.

Salute to the Flag: The audience participated.

3. Awards & Presentations:

3A) Yard of the Month Award – Jorge Montero & Marta Varona – 162 De Leon Drive

Mayor Garcia presented the Yard of the Month Award to Jorge Montero & Marta Varona of 162 De Leon Drive.

4. Open Forum:

Sidewalks

Former Councilwoman Helen Gannon of 219 Miami Springs Avenue said that her daughter Debbie Ferrero had an incident when she went to visit a friend at her house on Linwood and Flagler Drive. She came home late because there was no sidewalk for her to maneuver her wheelchair on in front of Douglas Orr Plumbing and Woody's West End Tavern.

Ms. Gannon distributed photographs of the area showing the sidewalk that cuts off at the beginning of Douglas Orr Plumbing where they park vehicles and store supplies. The sidewalk at Woody's stops because there is an outdoor patio area in back of the bar. The businesses have grown and this is one of the largest commercial districts in the City. She feels that the City should be responsible because they have allowed this to happen.

Ms. Gannon also submitted a full-page ad for Woody's showing the improvements that were made to the property with a large covered patio area in the back. Two businesses control a large area in a residential area and the City allowed them to expand. She added that the Food Spot location has a sidewalk that goes around the entire property.

Ms. Gannon asked Council to see what can be done about the situation that her daughter Debbie encountered since she likes for her daughter to get out on her own and Debbie also likes to be out on her own to visit her friends.

Debbie Ferrero stated that she likes to visit her friend's house and be able to return to her home. She asked Council to help with the installation of a sidewalk on the street that leads back to her home.

Fences

Helen Gannon distributed photographs of wood fences across the street from her home that are dirty and mildewed. She suggested that when a home is sold that the new owner should be responsible for installing a new fence to replace the ones that are in bad condition since they could lower the value of her property.

River Cities Festival

Tom Curtis of the River Cities Gazette expressed his interest in organizing next year's River Cities Festival, or what has been recently called the Springs River Festival. He said that it is a three-day community event that he had been involved with for many years. He plans to bring back the involvement of the Indians and the Miami River and take over the event as a long-term project. He contacted the Springs River Festival Committee and some people have offered their support, including Nestor Suarez who organizes the Mega-Reunion.

Mr. Curtis is planning an organizational meeting in August 2013 that will be advertised in the newspaper and everyone is invited to give their input and work hard to make the event successful. He presented his idea to establish the second weekend in April as the date every year for planning purposes.

Mr. Curtis stated that he will not be asking the City Council for any funds for the Festival.

Miami Springs Directory

Mr. Curtiss referred to the Miami Springs Directory that is published by Curtis Publishing. He requested that Council consider funding the directory in the upcoming budget and to schedule an agenda item for the next meeting.

Councilman Bain asked if the second weekend in April could be set for the 2014 River Cities Festival on April 11, 12 and 13th in order to make it official and City Attorney Seiden said that Council does not normally respond to requests during Open Forum.

Mayor Garcia requested agenda items for the June 24th Regular Meeting to consider both requests. He thanked the Springs River Festival Committee for their hard work over the years and he hopes that they will stay involved.

5. Approval of Council Minutes:

5A) 05-28-2013 – Regular Meeting

Minutes of the May 28, 2013 Regular Meeting were approved as written.

Councilman Lob moved the item. Councilman Bain seconded the motion which was carried 5-0 on roll call vote.

6. Reports from Boards & Commissions:

6A) 05-21-2013 – Education Advisory Board – Minutes

Minutes of the May 21, 2013 Education Advisory Board meeting were received for information without comment.

6B) 06-03-2013 – Zoning and Planning Board – Minutes

Minutes of the June 3, 2013 Zoning and Planning Board meeting were received for information without comment.

6C) 06-04-2013 – Code Enforcement Board – Cancellation Notice

Cancellation Notice of the June 4, 2013 Code Enforcement Board meeting was received for information without comment.

6D) 06-05-2013 – Architectural Review Board – Cancellation Notice

Cancellation Notice of the June 5, 2013 Architectural Review Board meeting was received for information without comment.

6E) 06-03-2013 – Board of Adjustment – Approval of Actions Taken at their Meeting of June 3, 2013, Subject to the 10-day Appeal Period

Actions taken by the Board of Adjustment at their meeting of June 3, 2013 were approved subject to the 10-day appeal period.

Councilman Bain moved the item. Councilman Lob in seconded the motion.

City Attorney Seiden stated that the Azure Apartments was the only item on the agenda and part of the project includes the historic building. As part of the discussion regarding the variance, the applicant agreed to install pavers on the Azure Way section of the property. Subsequent to the Board of Adjustment meeting, he asked Planning and Zoning Director Jim Holland to contact the contractor to see if they would be willing to follow the same paver design around the entire building. Tentatively, the contractor agreed to the request and the landscaping plan is still pending.

City Attorney Seiden noted the fact that the historic building will have 18 single-family units with no parking and the pavers would be helpful in keeping the ground around the property in repair. The Zoning and Planning Board meeting was postponed pending receipt by the City of the drainage and parking plans.

The motion was carried 5-0 on roll call vote.

7. Public Hearings:

7A) Second Reading – Ordinance No. 1055-2013 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 70-02, Red Light Camera Enforcement, by Adopting and Implementing the Amendments and Newly Enacted Provisions of State Law Contained in CS/CS/HB7125; Providing for the Adoption and Implementation of Future Amendments and Statutory Provisions; Authorizing the Creation of a Local Hearing Officer Process Consistent with State Law; Repealing All Ordinances or Parts of Ordinances in Conflict; Effective Date (First Reading: 5-28-2013 – Advertised: 5-31-2013)

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that this is the second reading and public hearing. He explained that the Governor has not yet signed the bill into law and Council is left with two alternatives; the first is to postpone the second reading of the ordinance since the state law does not exist or Council can vote to approve the ordinance and if the Governor fails to sign the bill into law, the ordinance can be repealed.

Councilman Lob recommended postponing the second reading and the City Attorney agreed that there is plenty of time to put the ordinance into effect since the Resolution was already in effect.

City Attorney Seiden said that the notice of public hearing would have to be re-advertised for the June 24, 2013 meeting.

Council postponed the second reading of the ordinance until the June 24th meeting.

8. Consent Agenda: (Approved with one motion except 8C which was pulled)

8A) Approval of the City Attorney's Invoice for May 2013 in the Amount of \$13,284.00

City Manager Ronald K. Gorland read the title of the award.

There was no discussion regarding this item.

Vice Mayor Windrem moved the item. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

8B) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure not to Exceed \$15,216.00, to Lou's Police Distributors, Inc., for Police Uniforms, Pursuant to Section 31.11 (E) (6) (g) of the City Code

City Manager Ronald K. Gorland read the title of the award.

There was no discussion regarding this item.

Vice Mayor Windrem moved the item. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

8C) Recommendation that Council Award a Bid to Vac-Con Inc., Utilizing HGAC Contract # SC01-12 in the Amount of \$271,195.00 for a Vac-Con Truck, Pursuant to Section 31.11 (E) (5) of the City Code

City Manager Ronald K. Gorland read the title of the award. He asked Public Works Director Tom Nash to provide background information on how the truck is used and what the issue is with the current truck.

Public Works Director Tom Nash said that he is requesting the replacement of the existing Vac-Con truck that is used for the stormwater in the City; it was originally purchased in 1998 for \$167,000. The truck has been used extensively, the main vacuum unit has failed and the cost to repair it is approximately \$20,000.00. In addition, the truck needs a new hose reel for an additional \$9,000.00. It does not seem prudent to invest \$29,000 into a vehicle that is fifteen years old and there is no guarantee in regard to future repairs that might be necessary.

Mr. Nash stated that there are approximately 700 storm drains in the City and the truck is utilized at least three days per week, every week and they must follow the MPDES guidelines for discharge. The truck is also used for other services, including pressure washing, vacuuming, installation of speed signs and various projects. The truck is also used to fill water containers during festival events.

Mr. Nash checked to see if there are companies that rent this type of truck and one company responded that the daily rate is \$1,000 for use of the truck and the driver; the City would provide one helper. The weekly rate would be \$4,500.00, and it would be \$18,000 for a one month period, including the driver.

Mayor Garcia asked if the current truck parts would be utilized for the new vehicle in the future and Mr. Nash replied that they are two different vehicles. He looked into the possibility of auctioning the existing truck or trading it in, but the truck is worthless without the main vacuum.

City Manager Gorland advised Council that the balance in the Stormwater Fund is \$800,000 and additional revenue is received every year totaling approximately \$250,000.

Councilman Bain said that it is helpful to understand the need for spending the funds and the public should be informed about what the vehicle is utilized for. He appreciates the research and the explanation.

To answer Councilman Petralanda's question, Mr. Nash responded that he is still looking at the options for what can be done with the current truck, which is of no value to the dealer. He will look into the possibility of selling the truck at auction. The truck has been out of service for approximately 35 days.

Councilman Bain moved the item. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

8D) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$27,005.00 to Distreebutors, for Tree Planting, Pursuant to Section 31.11 (E) (6) (g) of the City Code

City Manager Ronald K. Gorland read the title of the award.

There was no discussion regarding this item.

Vice Mayor Windrem moved the item. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

8E) Recommendation that Council Approve an Expenditure to Royal Rent-A-Car Systems of Florida, the Lowest Responsible Quote, in the Amount of \$19,296.00, for the Monthly Rental of Two Vehicles (for a Twelve-Month Period), Pursuant to Section 31.11 (C) (2) of the City Code

City Manager Ronald K. Gorland read the title of the award.

There was no discussion regarding this item.

Vice Mayor Windrem moved the item. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

9. Old Business:

9A) Appointments to Advisory Boards by the Mayor and Council Members

None.

9B) Recommendation that Council Waive the Competitive Bid Process and Approve a Lease Agreement with Club Car in the Amount of \$256,050.00 for Seventy-Five (75) 2014 Gasoline Powered Carts for a Five-Year Term

City Manager Ronald K. Gorland pulled this item.

9C) Ordinance No. 1054-2013 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 150-015, Parking of Commercial Vehicles in City Limits, to Update and Clarify Which Commercial Vehicles May or May not be Parked in the Residential, Multi-Family Residential, Business, and Commercial Zoning Districts of the City; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date (Draft discussed during the 5-13-13 and 5-28-13 meetings)

Item was deferred to the next meeting.

9D) Code Compliance Revision Recommendations Regarding Commercial Vehicles in Commercial Districts (Carried forward from the 5-13-13 meeting and discussed: 5-28-2013)

Item was deferred.

City Attorney Jan K. Seiden commented that he prepared a commercial vehicle worksheet in order to make it easier to address the issues and differentiate between different types of vehicles.

Agenda Item 9E was discussed after Agenda Item 10F.

9E) List of Codes to be Reviewed (Discussed: 5-28-2013)

City Attorney Jan K. Seiden stated that Council received pictures from Building and Code Compliance Director Ziadie showing the three commercial establishments that use hurricane protection for security and this is something for Council to consider since the current Code does not permit this.

Mr. Ziadie stated that there were originally five locations that utilized hurricane shutters for security. In 2008, two of the companies raised the issue and Council directed the Administration to put a hold on enforcement of Code Section 93-13 (C) in regard to commercial properties; it is still enforced for residential properties.

City Attorney Seiden said Council could direct the Administration to begin enforcement of the Code as it was proposed or they could decide to continue not to enforce it. The ordinance is fine as it is written and one person requested to allow the use of the shutters at night for extra protection because of their location, but he understands they are no longer in business.

Mr. Ziadie added that the property in question is located on the corner of South Royal Poinciana Boulevard and South Drive and it is for sale.

City Attorney Seiden said that the argument is really about what is seen in some Downtown areas where the businesses are secured with shutters and the question is whether or not this should be allowed in Miami Springs.

City Manager Gorland commented that using shutters for security indicates a high crime area and it does not do the City justice.

Mayor Garcia noted that some properties on 36th Street opened businesses because they had shutters that could be used to secure valuable property. He would like to keep the current code regulations and perhaps those businesses could be grandfathered-in.

City Attorney Seiden said that the ordinance existed before the conduct existed so there cannot be a grandfather provision and it cannot be varied since it does not relate to Chapter 150. He said that driving down 36th Street the shutters might not be as offensive as it would be in a Neighborhood Business District, or it could be worse on 36th Street because it gives the impression of a high crime area.

Councilman Lob commented that if Council were to decide to enforce the Code, the businesses could be allowed a certain time to fix the problem.

City Attorney Seiden said that it was previously mentioned by Council to hold a workshop meeting at some point to review all the recommended code sections.

Councilman Lob asked why the noise ordinance was included in the list and the City Attorney said that he would leave it alone.

Mr. Ziadie clarified that review of the noise ordinance was suggested by a former Council member.

Mayor Garcia felt that it is not right to enforce the noise ordinance at 3:00 p.m. when someone has a child's birthday party and the music can be heard by the neighbors. The ordinance states that any music that can be heard must be shut down and there is no time limit.

City Attorney Seiden cautioned Council that the noise issue is a difficult area of legislation and Mr. Ziadie added that the time limit in the noise ordinance only relates to sound making devices on commercial properties.

To answer the Mayor's question, Mr. Ziadie clarified that there are no specific regulations related to lawn or landscaping equipment; construction is not permitted before 7:00 a.m.

City Attorney Seiden stated that a couple of cities recently considered regulations for lawn equipment; one denied going forward and the other city is still considering the legislation. He suggested leaving the noise ordinance on the list and each Councilmember should note whatever issues they would like to bring up for discussion.

Councilman Bain commented that he would like to regulate anonymous calls so that they do not count as complaints. He referred to a previous incident when an anonymous person complained about an installation at his home that was legally permitted. He would like for Council to discuss the issue of anonymous complaints.

City Attorney Seiden agreed that Councilman Bain's request could be placed on the list since it is a matter of policy, although it might be different in regard to dangerous conditions.

Mayor Garcia was in agreement to schedule a meeting to discuss the list of items and he suggested a separate meeting for the more controversial issues like commercial vehicles.

City Attorney Seiden felt that enough direction had been received in regard to commercial vehicles. The sign code discussion is going to be difficult.

Mayor Garcia said that he is relying on Staff to educate Council in regard to signs so that they are prepared in advance of the meeting.

City Attorney Seiden emphasized that Staff is looking for direction from Council as to which areas need to be addressed and how it should be approached before discussing the details.

Mayor Garcia commented that there needs to be some type of structure and Council will take a couple of recommendations from Staff in regard to commercial signage. He would like some type of consistency and normalcy in the sign code, rather than not being able to enforce it at all.

Councilman Lob felt that it would help for Staff to provide examples of sign codes from other cities similar to Miami Springs.

Council scheduled a Workshop Meeting for Wednesday, August 7, 2013 at 7:00 p.m.

10. New Business:

10A) Consideration of Request from the Optimist Club for a \$2,000 Donation for Their Fishing Tournament on the Circle on June 8, 2013

City Manager Ronald K. Gorland stated that the Optimist Club is requesting a \$2,000 donation for their fishing tournament that was held on the Circle on June 8, 2013.

Mayor Garcia noted there was some confusion as to whether or not the \$2,000 request was included in the budget.

The City Manager clarified that the fishing tournament was discussed in general during the budget process, but it was not specifically listed as a budget line item, although \$8,000 remains in the budget for Circle events.

Councilman Bain asked how much the Optimist Club had received from the budget this year and City Manager Gorland replied that they had already received \$2,000 for the barbeque cook-off.

Mayor Garcia added that other organizations could request funds if they would step up and hold events on the Circle.

Vice Mayor Windrem moved the item. Councilman Petralanda seconded the motion.

Councilman Petralanda asked if granting \$2,000 for the fishing tournament would leave a balance of \$6,000 for Circle events and the Mayor replied that he was correct.

Councilman Petralanda asked if the various organizations receive funds from the Village of Virginia Gardens and the Town of Medley.

Mayor Garcia responded that the organizations receive funding from other cities, as well as from County Commission Chairwoman Rebeca Sosa.

City Attorney Seiden noted for the record that Councilman Lob will not be voting on this issue because he is a member of the Optimist Club Board of Directors.

The motion was carried 4-0 on roll call vote, with Councilman Lob abstaining.

10B) City Clerk Succession Plan

City Manager Ronald K. Gorland read the following recommendation for the City Clerk succession plan:

"In view of the City Clerk's recent formal notification to retire effective July 5, 2013, and stated availability to continue to provide part-time support as needed, I recommend that she be allowed to continue her current role as City Clerk but in a part-time position. This will be the least disruptive transitional structure available in that it will allow the Council time to re-evaluate the requirements of the City Clerk position, conduct a search and select the replacement in an orderly manner.

I've discussed this with the City Clerk and validated her willingness to continue being the City's Clerk for an indefinite period, working no more than a maximum of 59 hours per pay period. Additionally an hourly wage recommendation of \$50 was discussed (currently approx. \$48 plus benefits) and determined to be agreeable to both the City and the City Clerk.

Normally the Deputy City Clerk would be the lead candidate for City Clerk replacement but in our case the Deputy City Clerk is already in the DROP and has just a little over 2 years remaining as employee. While still a strong candidate for City Clerk, it would be unnecessarily disruptive to make another City Clerk change in such a short period. Additionally, both the City Clerk and Deputy City Clerk have worked extremely well together for the past 19 years and have both assured me that that will continue to be the case if this transitional succession plan is approved by Council.

This recommendation does not infringe on Council's prerogatives regarding the timing and/or City Clerk selection process. In fact, it facilitates a much more orderly process.

The annualized cost reduction by this arrangement, assuming an average of 25 hours per week, is approximately \$41,000 annually."

City Attorney Jan K. Seiden explained that the recommendation must be approved by Council since the City Clerk is their employee.

Mayor Garcia commented that the succession plan is better than having to find someone new right now since that could be a hard transition.

The City Manager thanked City Clerk Magalí Valls for her willingness to work through the transition.

Vice Mayor Windrem moved to approve the recommendation. Councilman Petralanda seconded the motion.

Councilman Bain pointed out that the City Clerk wants to retire and he would like to see her have her retirement and he does not want her to be obligated to the City and Council should be thankful for the time that she is going to be here.

Mayor Garcia added that it is helpful knowing that Magalí will be available during the transition phase.

The motion was carried 5-0 on roll call vote.

10C) City Clerk Recruitment Process

City Manager Ronald K. Gorland read the following into the record:

"The following is an overview of how the Human Resources Department will proceed to recruit for the City Clerk position upon approval of the Mayor and members of the City Council:

- 1. Prepare an advertisement that outlines the minimum requirements and salary.*
- 2. Advertise the position in appropriate media sources.*
- 3. HR conducts initial screening to determine candidates that meet minimum qualifications.*
- 4. HR recommends to Council top ten (10?) candidates to be interviewed and all qualified resumes are provided to Council.*
- 5. Council conducts interview workshop and rates the top ten (10?) candidates.*
- 6. Council selects three (3) candidates in priority order to fill the position during a regular or special meeting.*
- 7. The City Manager and City Attorney present the job offer and negotiate with the first selected candidate. In the event an agreement can't be accomplished, they will negotiate with the second selected candidate, and then the third candidate if necessary.*

In addition, attached is the City Clerk job description for your review and approval".

Vice Mayor Windrem moved to approve the City Clerk recruitment process plan. Councilman Bain seconded the motion.

City Attorney Seiden commented that it is a good idea to look for a replacement from within the local Miami-Dade County Municipal Clerk's organization because there are many Deputy City Clerks, even though the City has a good one, but she is in the DROP retirement plan also. There might be some young person with the necessary skills who does not want to wait for their Clerk to retire and the City might be able to attract some good candidates in this area.

To answer Councilman Bain's question, City Manager Gorland clarified that the pay range for the City Clerk begins at approximately \$71,000 and extends to \$95,000. The range is already established.

Vice Mayor Windrem asked if his motion should specify the number of candidates and the City Attorney clarified that the number would be ten based on his motion, unless he were to change it.

Mayor Garcia explained that Human Resources Director is recommending ten candidates, but if there are only seven that are qualified it would be okay.

City Manager Gorland stated that every resume would be made available to Council.

Councilman Petralanda asked how long the process would take and when it would start. He agrees with Councilman Bain that the City Clerk should not be obligated and it is time for her to rest and do whatever she needs to do to enjoy life.

City Manager Gorland said that it would be up to Council to make the decision as to when the process will begin.

Councilman Bain commented that the process would begin after this meeting.

Mayor Garcia is glad that Councilman Petralanda raised the question since Council must clarify when the process will begin. It seems there is a consensus to begin the process.

Councilman Lob added that the process should begin as soon as possible.

City Attorney Seiden explained that the process would take time because all cities are going through their summer recesses and their budget processes. It is likely that it would come back to Council sometime in late August or September.

City Manager Gorland stated that a savings would be realized as long as the City Clerk is in the part-time position.

Councilman Lob agreed with Councilman Bain that he would not want City Clerk Valls to be obligated to the City.

Mayor Garcia said that when the Human Resources Department begins advertising it should be a similar process as to what was done in hiring a new City Manager and the City Attorney said that it would be identical.

The motion was carried 5-0 on roll call vote.

10D) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$21,600.00 to Kelly Janitorial Systems for City-Wide Janitorial Services, Pursuant to Section 31.11 (E) (6) (g) of the City Code

City Manager Ronald K. Gorland read the title of the recommendation.

The City Manager explained that the current janitorial company, Diamond Contract Services, cancelled their janitorial contract effective June 30, 2013. They were awarded the contract under RFP # 01-11/12 that was approved by Council on January 9, 2012. There are six months remaining in the contract and one additional renewal option year.

The Administration met with Kelly Janitorial Systems, the next lowest bidder, and they have agreed to continue the current contract for the remaining six-month term under their proposed rate of \$7,200.00 monthly.

City Manager Gorland explained that only three months remain for the Fiscal Year budget for the period July 1st through September 30th and Council is being asked to approve an expenditure to Kelly Janitorial System in the amount of \$21,600.00 for the remainder of this fiscal year. The difference between the two contracts for the 3-month period is \$334.38 and funds are available in the various City department budgets.

Councilman Lob moved the item. Vice Mayor Windrem seconded the motion.

Mayor Garcia asked about the paper towel dispensers and Public Works Director Tom Nash explained that each janitorial company brings in their own products and the equipment is changed accordingly.

Mr. Nash said that Kelly Janitorial is being asked to continue with the current staff provided by Diamond and they have agreed to do this. He does not know about the supplies because the City of Miami Springs is the only contract that Diamond has left in South Florida and those details would be worked out between the two companies.

City Attorney Seiden asked for clarification about the request for \$21,600.00.

Assistant City Manager/Finance Director William Alonso responded that Kelly Janitorial would be paid \$21,600 for the remaining three months of the fiscal year. The funds are included in the budget already, but the expense is budgeted to Diamond, not Kelly.

City Attorney Seiden asked if Council is being asked to approve additional funds and Assistant City Manager/Finance Director Alonso said that Council is only being asked to approve the payment to the new vendor for an additional cost of \$334.38.

City Attorney Seiden asked if Kelly Janitorial would agree to the one year renewal option or if the services would go out to bid.

City Manager Gorland responded that it is premature to discuss the renewal option and the item would come back to Council.

The motion was carried 5-0 on roll call vote.

10E) Appointment of Official Voting Delegate to the 87th Florida League of Cities Annual Convention and Confirmation of Attendance by Council Members

City Clerk Magali Valls referred to information she placed on the dais about the Florida League of Cities Conference in case the Mayor or the Councilmembers were interested in attending.

Mayor Garcia explained that he was not able to attend the conference in previous years, but that he will be able to go this year. He said that every Council member would be able to attend and it would benefit the two new Councilmen to attend as well.

The City Clerk clarified that funds are included in the budget for the Mayor and each Council member to attend.

Mayor Garcia asked Council to check their calendars for August 15-17th and to let the City Clerk know before the registration deadline of July 31st. He explained that Council must decide on who will be the voting delegate.

Vice Mayor Windrem said that there is a good chance that he would be able to attend and Councilman Petralanda agreed that he would attend.

Councilman Petralanda said that he had been corresponding with a representative at the Florida League of Cities and they are requesting a representative from each City to serve on one or more Committees. He asked if the conference is different because he is concerned about his work schedule.

Mayor Garcia explained that the conference is separate from the request to serve on other committees. Council must select a voting delegate member to represent the City at the conference and Councilman Best served the past seven years.

Mayor Garcia passed the gavel and moved to nominate Councilman Petralanda to be the voting delegate. Councilman Bain seconded the motion, which was carried 5-0 on roll call vote.

Mayor Garcia reiterated that attending the conference is an educational process and he would like the new Council members to understand what happens at the state level and what the Florida League of Cities does for the municipalities. He added that Council was not able to attend Dade Days this year and next year a trip would be planned to go to Tallahassee before Dade Days so there is an understanding of the lobbying process for requesting funds from the State.

Councilman Bain added that the lobbying process is like brokering money and it depends on who has the best sales pitch.

Mayor Garcia urged Council to let the City Clerk know if they are attending and Mayor Bain said that he may take a trip since the dates fall on a weekend.

Agenda Item 10 F was discussed after Agenda Item 9D.

10F) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$151,224.00, to Greater Miami Caterers, Inc., for Catering Services for the City of Miami Springs Senior Center's Nutrition Programs for the Elderly, Pursuant to Section §31.11 (E)(6)(g) of the City Code and Pursuant to the Contract Renewal Option Provided by the City's Existing Contract/Contract Vendor for an Additional 12 Month Period, From August 1, 2013 Through July 31, 2014, at the Requested Unit Costs Provided

City Attorney Jan K. Seiden referred to the documentation provided by Elderly Services Director Karen Rosson.

Attorney Seiden noted for the record that Council approval of the renewal is appropriate and by the vote they would be authorizing the execution of a renewal contract, which is one of the requirements.

To answer the Mayor's question, City Attorney Seiden clarified that this is the first year of a two-year renewal option.

Councilman Lob moved the item. Councilman Petralanda seconded the motion which was carried 5-0 on roll call vote.

10G) Resolution No. 2013-3583 – A Resolution of the City Council of the City of Miami Springs Vacating that Certain Alley Located Between 640 Curtiss Parkway and 157 Deer Run; Providing for the Equal Division of the Alley Area; Directions to the City Clerk; Effective Date

City Attorney Jan K. Seiden read the title of the resolution.

City Attorney Seiden stated that at the last meeting, the Planning and Zoning Director presented an application from two property owners that wanted their alley divided between them and they subsequently provided surveys that are attached as exhibits. The City Clerk will provide certified copies of the resolution to the homeowners.

City Attorney Seiden spoke with Daniel Fernandez who was involved in one of the requests and suggested that the homeowners should contact a title company since the City is willing to prepare a deed for them as long as the title company provides an Opinion of Title. The City will provide the homeowners with the resolution that they can record themselves in the public records.

Councilman Lob moved to adopt Resolution No. 2013-3583. Vice Mayor Windrem seconded the motion which was carried 5-0 on roll call vote.

10H) Recommendation that Council Award an RFP to Toshiba America Business Solutions, Inc., Utilizing the State of Florida Contract # 600-000-11-1, in the Amount of \$12,876.24. for Copier Leases Citywide, Pursuant to Section 31.11 (E) (5) of the City Code

City Manager Ronald K. Gorland read the title of the award. He stated that the 60-month term for city-wide copier leasing is due to expire in July 2013. All of the larger copier companies are awarding leased equipment contracts by means of the State of Florida Contract # 600-000-11-1. Toshiba provided the City with quotes for leasing new copy machines with options for either 36 or 48-month leases.

City Manager Gorland explained that the current, citywide annual lease agreement is for \$15,669.00 and the Administration is recommending the 48-month lease for an annual total of \$12,876.24, which is an overall annual savings of \$2,792.76. He noted that funding is derived from the respective City Department budgets.

Councilman Lob moved the item. Vice Mayor Windrem seconded the motion which was carried 5-0 on roll call vote.

12. Reports & Recommendations:

12A) City Attorney

Annexation Litigation Update

City Attorney Jan K. Seiden reported that he received a response from the County to the annexation litigation filed against the City and the County. The County responded first and he spoke to the attorney representing the City who will be filing a similar response. The City Clerk will provide Council with copies of the response.

Attorney Seiden explained that the Motion to Dismiss is based on the argument that the process is premature; the lawsuit lacks subject matter jurisdiction because the fact is that the County has not acted yet and it would be premature and unconstitutional to preempt the action of the legislative discretion and actions of the County Commission. Some of the issues that were raised could be raised after annexation is approved by the County Commission and the County will consider it at the committee level on July 11th and it may go to the Commission meeting in September, after the August break.

City Attorney Seiden referred to a dissertation of the actual process of how an annexation item gets to fruition through the County process on pages 4-6 of the motion. He encouraged Council to read the Motion to Dismiss that is well done and very educational. The next step is for the attorneys to set a court hearing and the Judge will hear arguments from the Plaintiff and the Defendants. In the short-run, the case will be dismissed until the County has an opportunity to act pursuant to their procedures.

12B) City Manager

Summer Camp

City Manager Ronald K. Gorland reported that 171 kids are registered for Summer Camp which started today; 147 kids were actually in attendance with 30 Camp Counselors. There were no problems and it was a good kick-off thanks to Recreation Director Omar Luna and Programs Supervisor Patricia Bradley who always do a wonderful job.

Golf Camp

City Manager Gorland announced that four kids are attending the Golf Camp this week and eight kids are registered for the next session.

Golf Course

City Manager Gorland reported that the turf on the Golf Course is being replanted and there is a lot of action right now.

Optimist Fishing Tournament

City Manager Gorland congratulated the Optimist Club for their successful fishing tournament; a great time was had by all at the Circle.

12C) City Council

Vacation

Councilman Petralanda reported that he is officially on vacation from his regular job and there are many projects he is planning to work on for the City. He urged people to call him since he is available anytime.

Optimist Fishing Tournament

Councilman Petralanda attended the gathering at the Circle for the Optimist Club fishing tournament and hopefully he will participate next year.

Chamber of Commerce

Councilman Petralanda attended the Chamber of Commerce Installation with Mayor Garcia and it seems that the organization is on the right track to promote the City. He was very impressed with what is going on.

Optimist Fishing Tournament

Vice Mayor Windrem reported that he attended the Optimist Fishing Tournament that is a good event and raises funds for a good cause.

Thank You

Vice Mayor Windrem thanked Mayor Garcia for passing the gavel earlier during the meeting and Councilman Petralanda for stepping forward to represent the City Council as the voting delegate at the Florida League of Cities Conference.

Driver's License Renewal

Vice Mayor Windrem reminded everyone that the Driver's License Renewal will be at the Senior Center on Friday, June 14th.

Optimist Fishing Tournament

Councilman Lob participated in the Optimist Club fishing tournament and had a great boat trip on the boat he chartered. He urged everyone to support the event next year.

Thank You

Councilman Lob thanked the new attendees in the audience for staying the entire meeting.

Marta Varona of 162 De Leon Drive expressed her concern about the area in front of the lake by her home where people come to feed the animals. Some people leave trash behind and the residents have been cleaning up the area. She maintains her home and the City does a great job, except that this area is not desirable because of the pollution. She requested the placement of "No Parking" and "No Littering" signs.

Mayor Garcia asked if the area in question is City property and the City Manager responded that the developer might not have handed off the property to the homeowners, but it is not the City's lake. He is not sure if the area is the City swale area.

Vice Mayor Windrem was of the opinion that the property is the City swale area adjacent to the lake and City Manager Gorland added that if the property belongs to the homeowners they can put up the signage and if the property is the City swale then the City will do something about the problem. The City Manager will follow up with Ms. Varona.

Mayor Garcia informed Ms. Varona that she could come to the Council meetings and voice her concerns during the Open Forum at the beginning of the meetings. He asked her to provide her telephone number to the City Clerk.

Thank You

Councilman Bain thanked everyone for their concern about his wife Grace who is now doing fine.

Optimist Fishing Tournament

Councilman Bain and his wife Grace were able to attend the fishing tournament. Hopefully it will become an event the same as Mr. Curtis is proposing for the River Cities Festival. He said that volunteers and more participation is needed to make the event a success.

Annexation Committee Meeting

Mayor Garcia reported that the County Committee meeting on annexation would take place on Thursday, July 11th at 9:30 a.m. He urged Council members to attend.

State Bill 113

Mayor Garcia attended the signing of Bill 113 at Hialeah Gardens Elementary School with Governor Scott, Representative Manny Diaz and Senator Anitere Flores who are the sponsors of the Bill that makes it a third degree felony to distribute illicit material on school grounds. He thanked School Board member Carlos Curbelo, who reached out to Senator Flores, for looking out for the children and the schools.

George T. Baker Aviation School

Mayor Garcia had the pleasure of taking a tour of the George T. Baker Aviation facility and was impressed with their aviation training. It is a Miami-Dade County Public school that is attended by many Miami Springs residents. The starting salaries in the trade begin at \$35.00 per hour and increase to \$50.00 based on the types of licenses. This is an example of how people who cannot afford college can learn a trade and earn just as much as someone with a college degree.

Summer Activities

Mayor Garcia commented that people have asked about summer activities for older kids and options include the Archery Program and the Robotics Program at the Presbyterian Church that are open to families and people of all ages for minimal fees. The Golf Camp is another program in addition to the Summer Camp at the Recreation Center. He urged everyone to have a safe summer.

13. Adjournment

There being no further business to be discussed the meeting was adjourned at 8:41 p.m.

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

Approved as _____ during meeting of:

Transcription assistance provided by Suzanne S. Hitaffer.

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

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Lob, George Victor</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Miami Springs Council</i>
MAILING ADDRESS <i>866 Plover Ave</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY <i>Miami Springs</i>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
COUNTY <i>Dade</i>	NAME OF POLITICAL SUBDIVISION: <i>Council Seat 3</i>
DATE ON WHICH VOTE OCCURRED <i>June 10, 2013</i>	MY POSITION IS:
	<input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, George V. Lob, hereby disclose that on June 18, 20 13.

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am on the Miami Springs Optimist, entity coming before the council, board.

June 18, 2013
Date Filed

George V. Lob
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



City of Miami Springs, Florida

Recreation Commission

NOTICE

There will be no Recreation Commission meeting for the months of June, July, & August.

Elora R. Sakal
Board Secretary

cc: City Council
City Manager
Assistant City Manager/Finance Director
City Clerk
City Attorney
Recreation Commission Members
Omar Luna, Recreation Director
Post



DRAFT

City of Miami Springs, Florida

The Golf and Country Club Advisory Board met in Regular Session at 7:00 p.m., on Wednesday, June 12, 2013 in the Council Chambers at City Hall.

1) Call to Order/Roll Call

The meeting was called to order at: 7:07 p.m.

The following were present: Chairman George Heider
Vice Chair Ken Amendola
Michael Domínguez*
Mark Safreed

*Arrived at 7:12 p.m.

Absent: Arturo Rabade

Also present: City Manager Ronald K. Gorland
Golf and Country Club Dir. Paul O'Dell
Board Secretary Elora Sakal

2) Approval of Minutes

Minutes of the January 9, 2013 meeting were approved as written.

Vice Chair Amendola moved to approve the minutes. Board member Safreed seconded the motion which was carried unanimously on roll call vote.

3) Old Business: None.

4) New Business:

a) Update from Golf Director Paul O'Dell

City Manager Ron Gorland introduced Golf Director Paul O'Dell to the Board. He explained that the City has never had a Golf Business Manager. He spoke with many people and they all recommended Mr. O'Dell, has the credentials to get the golf course turned around and going in the right direction.

*Board member Domínguez arrived at this time.

City Manager Gorland said that Mr. O'Dell earned his credentials with Council he has managed to spend a lot more money in the last two months at the golf course since the new irrigation system was installed. The golf course is no longer being run "on the cheap" which is exactly what led to the mess that is currently there that Mr. O'Dell is trying to correct.

Discussion ensued regarding Mr. O'Dell and what he is trying to accomplish at the golf course.

Golf Director Paul O'Dell began explaining that the golf course has been aerified approximately six times in the last two months. He will continue to aerify the grass until he gets a great growing surface. Regarding the comment made about spending money by City Manager Gorland, Mr. O'Dell commented that he is not spending money; he is investing money into the City's largest asset. He said that the driving range is the largest money maker because it is the only driving range within a 25 mile radius that is lit and available to play and practice on.

Golf Director O'Dell stated that he got many contractors and bids on the grass and did a lot of research. There are seven different strains of Paspalum and it is the heartiest turf there is. It does not need the expense or give the issues that Bermuda grass does. Paspalum is an aggressive turf that the golf course needs. This turf cannot be worn out and will last for a long time. The newest strain of Paspalum is called platinum TE and it is what he would propose for the golf course.

Discussion ensued regarding the turf at the golf course.

Golf Director O'Dell said that he has been working with the grant writer to receive funds from DERM, EPA, and the hotel bed tax dollars. He is attempting to come up with enough grant money to fund the project. He is also trying to get as much assistance as possible from Commissioner Rebeca Sosa. He does not believe in dwelling on the past and he is only looking forward.

Golf Director O'Dell distributed a turf advisory report that was written by Earl Grey who he worked with for many years (attached for the record). Mr. Grey worked at the Indian Creek Country Club for 15 years. He explained the work that he did with Mr. Grey at the Turnberry Isles Country Club. Mr. Grey has an undergraduate degree from the University of Massachusetts Van Hurst from their turf program which is one of the top three in the Country. He has his Masters and his Doctorate from the University of Georgia.

Golf Director O'Dell stated that USGA charged \$8,000 for a report that he felt was all "fluff". The report by Mr. Grey was \$1,500 and it is as true as it can get. He has been speaking with someone to hopefully begin working at the golf course and will find out by Friday. This person would bring knowledge and a track record of production.

Golf Director O'Dell commented that the golf course has numerous worm problems and he explained the process on how to treat it. There have been numerous chemical damages on the golf course such as the spray rig stripes but in a short time, it has taken care of itself. There are bunkers that have no sand in them so he has budgeted for sand to get the golf course through the winter. He is working on building up the bunker edges that are crumbling on greens and bunkers.

Golf Director O'Dell stated that success of this turf has been all over Florida and that is what he wants for the golf course as well. There will be a big difference in the golf course within the next 60 to 90 days. The target is to be ready for the winter. There are 7 tees under construction which will have the Paspalum grass. They are also putting down 2 inches of the 90/10 soil mixture to give it a base to grow on.

Golf Director O'Dell explained the process of testing the soil and grass. He said that $\frac{3}{4}$ of the driving range had already been sodded and the rest will be completed tomorrow. They will be closing off fifteen from tee to green for 60 days because the soil is going to be prepared and he will aerify two directions and put an airway on it and go in a cross figure to create bed rows for seeds. He asked if anyone had any questions regarding the golf course and then he will move on to the operation.

Vice Chair Amendola said that this is something that they have been discussing for many years and it is nice to see something finally being done. He asked what the time frame will be for the driving range to be operational and Golf Director O'Dell replied that by the second week in July it will be operational.

Golf Director O'Dell noted that there will be some coverage on the opening day coming from local television stations, the Miami Herald, and the Gazette.

To answer Chair Heider's question, Golf Director O'Dell stated that the Golf Superintendent will not be working on the ball fields.

Chair Heider asked what the structure of the maintenance groups will be like and if he is going to continue to lease the employees and Golf Director O'Dell replied that it is being analyzed at the moment.

Board member Domínguez asked if there is anything ongoing for the areas around the greens and Golf Director O'Dell replied that it is planned to be sodded once the soil is prepped.

Board member Domínguez asked if the areas around the green are budgeted and Golf Director O'Dell replied that it is in the supplemental budget.

Golf Director O'Dell explained that the supplemental budget includes seeds, sand, soil, sod, labor and nutrients such as fertilization, herbicide treatment, and pesticide treatment. He asked for \$175,000 and received \$165,000 and it is all accounted for and will be spent on the particular areas.

Discussion ensued with regard to an archery range at the golf course and other possibilities.

Golf Director O'Dell said that he is putting forth a capital improvement budget for this upcoming fiscal year. He would like to see new tees, greens, and fairways but he is unsure if it is affordable. It is up to the Senior Management and Council.

Golf Director O'Dell mentioned that the golf cart fleet is a battery fleet. Every day they are pushing in more carts. Batteries cost approximately \$750 for a set. He explained the issues with carts with batteries and leases. He is proposing to switch to gas carts, which can go 40 rounds on a 6 gallon tank of gas. The cart lease is up in February but they will not make it to February without a major capital expenditure. He has received three bids on gas fleets.

Golf Director O'Dell stated that he has been able to get carts for less than what he is currently paying. He is currently paying \$64.55 for a Yamaha cart and the lowest bid he has is \$56.90 saving \$7.65 a cart times 75 carts which is a savings of \$573.65 a month and approximately \$7,000 a year. The only issue that Yamaha fleet has is that it does not have a towing system which means it would make it more labor intensive by bringing carts up from the barn one by one.

Golf Director O'Dell explained that Easy-Go and Club Car have towing systems. Club Car is the most efficient and the least expensive as far as the bid process. He will be recommending to Council to approve a bid for Club Car to have the carts by the first of October. Easy-Go and Club Car have agreed to buy out the Yamaha lease.

Discussion ensued regarding the golf carts.

Golf Director O'Dell commented that there were some things that jumped out at him in the first week. The golf course does not have limited release liability for anybody who rents a golf cart which was absolutely shocking to him. He came up with the wording and gave it to the City Attorney which he revised and approved and the next step is to implement it into the point of service upon the sale system, have it printed out, have I.T. work on some things and get it entered so when someone rents a golf cart they will sign it and provide their driver's license number.

Golf Director O'Dell explained how the procedure will work when a golfer rents clubs or putters. He said that the golf course does not have a tournament contract. A contract has been written and sent to the City Attorney for approval and then it will be instituted. A policy was instituted that a golfer will get one cart for every 20 players for one of the volunteers.

Golf Director O'Dell said that he will be making personnel changes. He met with Food and Beverage Manager Carlos Santana and referenced his contract at the facility. He wrote a memo to him and explained all the areas that he was not adhering to in the contract and what he expected to be done. It was reported to the City Manager and the Finance Director and it is up to them to follow up.

Golf Director O'Dell explained that he is doing what is required by the Federal Government to post the wage and hour posters by all the time clocks. He changed the golf course hours to open at 7:00 a.m. Monday through Friday and 6:00 a.m. on Saturdays and Sundays because it is very seldom that they have someone before 7:00 a.m.

Golf Director O'Dell commented that they are moving away from the token system and will be using something called an E-Range System which consists of a pin code on the receipt. The pin number is entered into the machine and it will dispense a small or large bucket of balls. There will also be key cards that can be loaded up for \$50 to \$100 so if the golf shop is closed, they can swipe their key card and get however many balls they want.

Golf Director O'Dell said that he removed all of the keys from the golf carts because it was very easy for people to walk up to a golf cart and go play golf without checking in. If someone wants to use a golf cart they have to check in and pay.

Chair Heider commented that in the 60 days that Golf Director O'Dell has been here, he has accomplished a lot. As a resident and a golfer, he is very happy to see all the positive changes that are going on.

Juan Valle of 670 Nightingale Avenue commented that he hears good news and is happy with what he is seeing. He asked if rumors were true of a 9-hole course and Golf Director O'Dell replied that he had never heard of that rumor.

Mr. Valle said that he plays at other golf courses in Miami and would like to see the course make money. He would like to be able to tell people about the Miami Springs Golf Course because it is an enjoyable golf course to play and because of the historical value. He is very happy to pay taxes for the golf course because his house keeps its value. He suggested having some advertisement in the Golf Magazine.

Golf Director O'Dell advised the Board and Mr. Valle that Golf Magazine has a section called "The Best of... in Miami" and the Miami Springs Golf Course because of its rich tradition is listed as the best golf course in Miami-Dade County.

Vice Chair Amendola said that this is the most positive that he has felt at a meeting. He is glad that Golf Director O'Dell is here and he is glad to be working with him.

Board member Safreed stated that he is glad to have Golf Director O'Dell and is looking forward to big things at the golf course. He appreciates what Mr. O'Dell has done and continues to do.

5) **Other Business: None.**

6) **Adjournment**

There was no further business to be discussed and the meeting was adjourned at 8:44 p.m.

Respectfully Submitted,

Elora Sakal
Clerk of the Board

Approved as _____ during meeting of: _____

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".

From: ellen grey <egrey@bellsouth.net>
Date: May 29, 2013 4:35:29 PM EDT
To: Paul O'Dell <podell@bellsouth.net>
Cc: Earl Grey <egrey@bellsouth.net>
Subject: turf advisory report

EARL GREY CONSULTING

TURF ADVISORY REPORT

MAY 24, 2013

Dear Mr. O'Dell,

I enjoyed my tour with you at Miami Springs Golf and Country Club, as well as spending time with Ms. Sandy Pell, course superintendent. Lunch with Mr. Ron Gorland, and Mr. William Alonzo was enjoyable and constructive.

My observations include the following:

The course layout and landscape framing, including planters next to trees, is excellent, to be desired by most clubs. The maintenance facility has been long outdated and lacks basic accommodations for covered equipment and preventive maintenance procedures ... to be discussed in full at our next meeting.

PUTTING GREENS AND SLOPES

The existing champion Bermuda grass is in healthy condition, however, more aerations to the greens are needed. I suggest one in May, June, July, August, September (a total of five) with rapid core removal restricting 9 holes per renovation. The added oxygen levels from this procedure will add to the health of the greens, and a much deeper root system than presently exists. Sand ratios can be established after each coring... 5/8 inch tine is recommended. I recommend that most of the green slopes should be changed to St. Augustine. It will be easier to maintain in partial shade, and result in lower maintenance costs. The irrigation cycle on greens should begin at 3:00 a.m. to catch the dew point, lessening the amount of water needed, thus lessening the time for disease to occur.

FAIRWAYS

Some of the fairways are in good condition, such as #17 and #18, while others, #13 & #15 are much weaker. Three cores each from grassed areas on these four fairways should be taken for soil analysis and nematode count. It appears that Manage was applied recently to nutsedge (a selective herbicide) on fairway #13. After the application of this herbicide, fairway #13 was left with thinly covered grass remaining. Caution should be always be taken when applying herbicides. Hopefully a core from the turf

remaining in this area can be analyzed, including elements and nematode counts.

When spraying for worm infestation, the recommended preparation would be to aerate the area with a 5/8 - 3/4 inch tine to make the chemical more available to the infestation source.

For seeding fairways, it is recommended that the Airway spiker is used in a minimum of two directions for maximum holes for the seed to germinate.

TEES

Many tees are very thinly grassed and crowned. I have discussed renovation practices and chemical applications to produce thicker, denser turf results.

Limited shade providing more sunlight is paramount with all Bermuda grasses. Tree trimming on tees #12, #14, #17, may be necessary to provide the needed light for optimal growth.

To prepare for sod or sprigs, a typical soil mixture includes a sand amendment mix of 80% sand, 20% muck. Areas on the golf course vary with these ratios, feel free to call to discuss further.

Note; A prevention budget can be established by comparing surrounding club budgets to suit your club's needs.

BUNKERS

A temporary fix would be to add one to two inches of new sand, 175 to 200 fm, to each bunker. This fm

range would settle quickly for play until a complete renovation, including liners can be initiated.

COMMENTS

The time has arrived when common Bermuda grass has reached its end of vigor and usefulness on Miami Springs fairways. Paspalum Supreme is a grass type that has found its way into South Florida over the past 10 to 15 years with much success. Miami Beach Golf Club, Jacaranda Golf Club, and Turnberry Isle have Paspalum Supreme tees to greens.

Sincerely,

Earl Grey
Turf Specialist



DRAFT

City of Miami Springs, Florida

The Board of Parks and Parkways held a regular meeting on Thursday, June 13, 2013 at 7:00 p.m. in the City Hall Council Chambers.

1. Call to Order/ Roll Call

The meeting was called to order at 7:08 p.m.

The following were present:

Chairman Eric Richey
Vice Chairman Jean Ansbaugh
Lynne V. Brooks
Tammy K. Johnston
Irene Priess

Also Present:

Board Secretary Elora R. Sakal

2. Approval of Minutes

Minutes of the May 9, 2013 meeting were approved as written.

Board member Priess moved to approve the minutes. Board member Johnston seconded the motion which was carried unanimously on voice vote.

3. Old Business: None.

4. New Business:

Richard Burgen of 709 Curtiss Parkway commented that across the street from his building is the seal of Miami Springs entering on Curtiss Parkway. There are many accidents that occur in that area. He believes that the area behind the brick wall needs some improvement. He suggested adding two sable palm trees to enhance the area and hide the electrical box that is sticking 2 feet out of the ground.

Chair Richey said that he has thought about that issue as well and agrees with Mr. Burgen. He asked for Mr. Burgen's opinion on changing the lights that surround the trees to colored lights.

Mr. Burgen stated that it would be more attractive. He noticed at times that the white lights that are currently installed seem to blind people as they drive by.

Board member Brooks agreed that the area needs improving especially because it is an entrance into the City. The flood lights are hazardous for those who do have good vision and can mistake them for car lights because they are so bright.

Vice Chair Ansbaugh suggested that the wattage could be changed on the flood lights.

Discussion ensued regarding ways to change and improve the lighting at the entrance area on Curtiss Parkway by adding greenery, covering the lights properly, or changing the lights to a different color.

Board member Priess recommended that Council consider adding landscaping at the entrance into Miami Springs from Curtiss Parkway and Hunting Lodge Drive and consider the use of at least two sable palms and landscaping that would cover the electrical housing behind the seal. Vice Chair Ansbaugh seconded the motion which was carried unanimously on voice vote.

Vice Chair Ansbaugh recommended that Council consider either of the following:

1. Changing the lights in the park across from the driving range at Curtiss Parkway so that they are spot lights and not flood lights.
2. Changing the flood light color to a softer color so that the lights are not in the eyes of drivers.
3. Changing the light structure to surround the lights with some ground coverage such as giant liriop.

Board member Johnston seconded the motion which was carried unanimously on voice vote.

Mr. Burgen commented that there are a group of church and organization signs on Morningside Drive and Curtiss Parkway that look horrible. He distributed a photo of the signs (attached for the record) and said that there should be something that can be done to make them look more attractive.

Chair Richey commented that he spoke with a resident regarding the church and organization signs and made a suggestion of putting them by the north end of the parking lot on Curtiss Parkway in the median where there are 8x8 uprights. The sponsors of those signs might want to consider updating the signs because they have worn out over time and some are difficult to read.

Board Secretary Sakal advised the Board that this item was discussed at the last meeting and the Board agreed that this issue was not the business of the Board of Parks and Parkways. The Board recommended that the concerned resident should speak with someone either in Code Enforcement or to go directly to the City Manager.

Chair Richey feels that the Board should give a recommendation to the City Manager and then he can follow up with the issue.

Vice Chair Ansbaugh made a recommendation to the City Manager that the signage for churches and organizations on Curtiss Parkway and Morningside Drive be unified with a permanent structure that would include the placement of those signs and landscape around it if necessary. It is also suggested that the sponsors of those signs be asked to replace them if they feel that they are not esthetically pleasing as they themselves would want them to be. Board member Brooks seconded the motion.

Board member Valencia asked if the signs were originally purchased by the sponsors or organizations and Chair Richey replied that he assumes that the sponsors or organizations were the ones who installed them.

The motion was carried unanimously on voice vote.

a) Landscaping on Curtiss Parkway

This item was tabled.

b) Yard of the Month - July - 1015 Dove Avenue

Board member Priess distributed a city map with red dots that represent the locations of the Yard of the Month's that have been nominated (attached for the record).

Chair Richey asked for all those in favor of 1015 Dove Avenue being the July Yard of the Month. The Board members agreed by consensus.

c) Yard of the Month - September - 350 Navarre Drive

Chair Richey asked for all those in favor of 350 Navarre Drive being the September Yard of the Month. The Board members agreed by consensus.

d) Yard of the Month - October - 500 Plover Avenue

Chair Richey asked for all those in favor of 500 Plover Avenue being the October Yard of the Month. The Board members agreed by consensus.

5. Other Business:

Board member Brooks commented that some of the plants have been cleared out at the butterfly garden. It seems like all of the plants are going to be donated. Public Works Director Tom Nash asked her to speak with the Board to see if they would be okay with the removal of the Black Olive tree.

Discussion ensued regarding volunteers and support for the Butterfly Project that will be at the end of July or beginning of August.

The Board agreed that it is okay to remove the Black Olive tree so long as there is shade in that area.

Board member Brooks stated that she is going to be donating a tree from her yard to replace the Black Olive tree.

Chair Richey mentioned that he plans to nominate 72 Pinecrest Drive as the Yard of the Month for the month of November but he wants to wait and nominate it at a later date to ensure that the yard does not deteriorate.

6. Adjournment:

There was no further business to be discussed and the meeting was adjourned at 7:49 p.m.

Respectfully submitted,

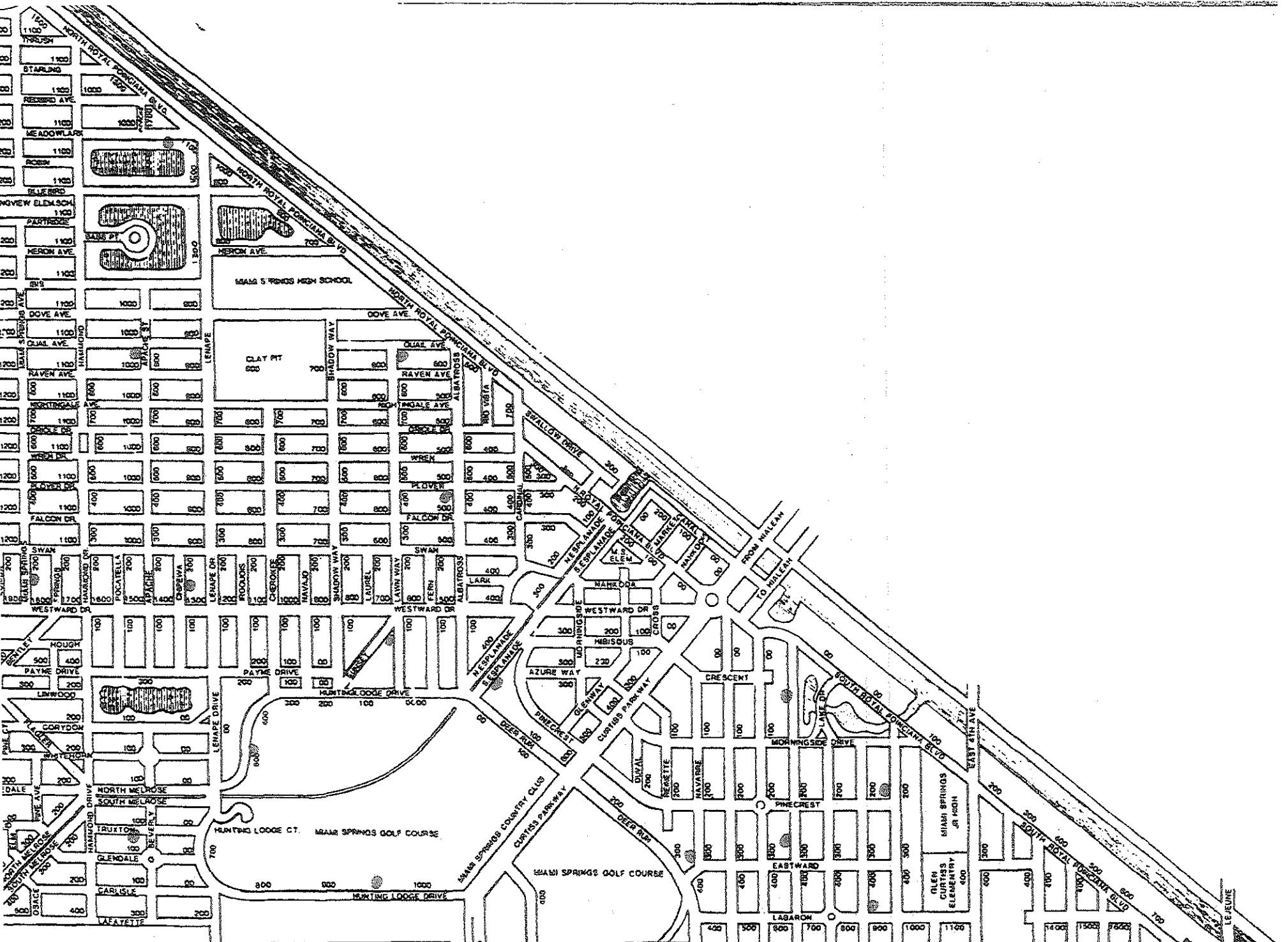
Elora R. Sakal
Secretary to the Board

Approved as _____ during meeting of: _____

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

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next two issues will be dated November 22, 1995 and December 1995. Subsequent issues are scheduled for the second and th Wednesday of January, February and March, then every nesday thereafter that we continue to be of service to you and



City of Miami Springs, Florida

CANCELLATION NOTICE

The Revitalization and Redevelopment Ad-Hoc Committee Meeting of Monday, June 17, 2013 has been canceled in advance since there are no agenda items for consideration.

Elora R. Sakal
Board Secretary

cc: Mayor and Council
City Manager
Assistant City Manager/Finance Director
City Attorney
City Clerk
Revitalization and Redevelopment Board Members
Post

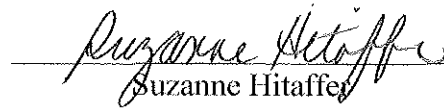


City of Miami Springs, Florida

CANCELLATION NOTICE

The Education Advisory Board Regular meetings of Tuesday, June 18th and Tuesday, August 20, 2013 have been canceled in advance due to the summer recess.

The next regular meeting is scheduled for Tuesday, September 17, 2013.


Suzanne Hitaffer
Clerk of the Board

cc: Mayor and City Council
City Manager
City Attorney
City Clerk
Education Advisory Board Members
Post

Agenda Item No. 7A

City Council Meeting of:

06-24-2013

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida



STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

PUBLIC HEARING

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review i/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, June 24, 2013, at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida regarding the following proposed ordinance:

CITY OF MIAMI SPRINGS - PUBLIC HEARING 6/24/13
ORDINANCE NO. 1055-2013

ORDINANCE NO. 1055-2013 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 70-02, RED LIGHT CAMERA ENFORCEMENT, BY ADOPTING AND IMPLEMENTING THE AMENDMENTS AND NEWLY ENACTED PROVISIONS OF STATE LAW CONTAINED IN CS/CS/HB7125; PROVIDING FOR THE ADOPTION AND IMPLEMENTATION OF FUTURE AMENDMENTS AND STATUTORY PROVISIONS; AUTHORIZING THE CREATION OF A LOCAL HEARING OFFICER PROCESS CONSISTENT WITH STATE LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

in the XXXX Court,
was published in said newspaper in the issues of

Anyone wishing to offer verbal or written comment regarding the proposed ordinance may do so at the public hearing. A copy of the proposed ordinance is posted for public review on the bulletin board located next to the elevator on the first floor at City Hall.

06/13/2013

Magali Valls, CMC, City Clerk

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

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).

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 days prior to the proceeding.
6/13

13-3-374/2102281M

Sworn to and subscribed before me this

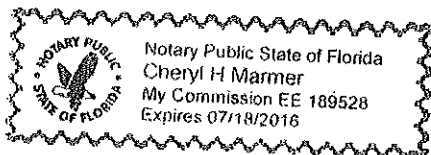
13 day of JUNE, A.D. 2013

\$90.61

Cheryl H. Marmer

(SEAL)

MARIA MESA personally known to me



ORDINANCE NO. 1055-2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 70-02, RED LIGHT CAMERA ENFORCEMENT, BY ADOPTING AND IMPLEMENTING THE AMENDMENTS AND NEWLY ENACTED PROVISIONS OF STATE LAW CONTAINED IN CS/CS/HB7125, CODIFIED AS CHAPTER 2013-160, LAWS OF FLORIDA; PROVIDING FOR THE ADOPTION AND IMPLEMENTATION OF FUTURE AMENDMENTS AND STATUTORY PROVISIONS; AUTHORIZING THE CREATION OF A LOCAL HEARING OFFICER PROCESS CONSISTENT WITH STATE LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, the Florida Legislature passed CS/CS/HB7125 during the 2013 Legislative Session which amended sections of Florida Statute Sections 316.003, 316.0083, 316.650, 318.121, 318.15, 318.18, and 320.03 related to the processes, procedures, and provisions of the statutory enactments connected with the use of red light cameras as traffic infraction detectors; and,

WHEREAS, the Governor of the State of Florida signed CS/CS/HB7125, codified as Chapter 2013-160, Laws of Florida, on June 12, 2013, to be effective on July 1, 2013; and,

WHEREAS, consistent with the provisions of Code of Ordinance Section 70-02 (C), the City is desirous of adopting and implementing the amendments and newly enacted provisions contained in Chapter 2013-160, Laws of Florida; and,

WHEREAS, in accordance with the new requirements of statutory law, the City wishes to implement a "Local Hearing Officer" process to permit the contesting of "Notices of Violations" issued pursuant to the red light camera process as an alternative to proceeding to a traffic court adjudication of issued violations ; and,

WHEREAS, the City Council has determined that the adoption and implementation of the amended and newly enacted provisions of State Law related to its Red Light Camera Enforcement Program are both proper and appropriate and in the best interests of the City and its citizens:

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

Section 1: That Code of Ordinance Section 70-02, Red Light Camera Enforcement, is hereby amended as follows:

Sec. 70-02.- Red light camera enforcement.

- (A) *Recitals*.....
- (B) *Use of traffic infraction detectors*.....
- (C) *Implementation of general law*.....
- (D) *Adoption and Implementation of Amended and Newly Enacted Statutory Provisions.* The City Manager is further authorized to implement, consistent with provisions of Subsection (C) above, the amendments and newly enacted statutory provisions contained in CS/CS/HB7125, codified as Chapter 2013-160, Laws of Florida. This section shall also authorize the implementation of any future amendments or newly enacted statutory provisions which impact or relate to the operation of the City's Red Light Camera Enforcement Program.
- (E) *Local Hearing Officer Process.* The City Manager is hereby authorized and directed to establish a Local Hearing Officer process for the City consistent with the requirements of State Law.

Section 2: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed insofar as they are in conflict.

Section 3: That this Ordinance shall take effect immediately upon adoption.

(THIS SPACE INTENTIONALLY LEFT BLANK)

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida this _____ day of _____, 2013.

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

Vice Mayor Windrem	" _____ "
Councilman Bain	" _____ "
Councilman Lob	" _____ "
Councilman Petralanda	" _____ "
Mayor Garcia	" _____ "

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

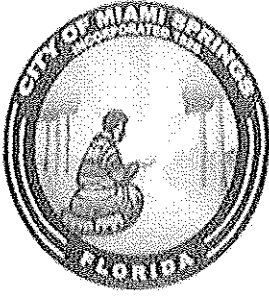
APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire
City Attorney

First reading: 05-28-2013
Second reading: 06-10-2013 Postponed
Second reading: 06-24-2013

Words ~~-stricken through-~~ shall be deleted. Underscored words constitute the amendment proposed. Words remaining are now in effect and remain unchanged.

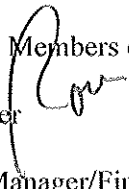



CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5180
Fax: (305) 805-5192

Agenda Item No.

City Council Meeting of:

6-24-2013

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager 
FROM: William Alonso, Asst. City Manager/Finance Director 
DATE: June 19, 2013

RECOMMENDATION:

Recommendation that Council approve a change order of \$1,000.00, to Rubin Brown, LLP for tax return preparation as part of the CMI historic tax credit transaction, pursuant to Section §31.11 (F)(11)(a)(2) of the City Code.

DISCUSSION:

In August 2012, Council approved an expenditure of \$11,250.00 to Rubin Brown, LLP for accounting and tax work related to the CMI historic tax credit transaction. An additional \$1,000.00 is needed to cover costs associated with the work.

COST: \$ 1,000.00 Additional funding being requested
\$11,250.00 previously approved by Council 8/13/2012
\$12,250.00

FUNDING: Funding comes from the Historic Tax Credit related to CMI.
No impact on General Fund Budget

PROFESSIONAL SERVICES APPROVAL:





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

Agenda Item No.

City Council Meeting of:

06-24-2013

TO: Honorable Mayor Garcia and Members of the City Council
 FROM: Magali Valls, City Clerk
 DATE: June 17, 2013
 SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
------------------------------	-------------------	------------------------	---------------------------------	-----------------------------

Board of Adjustment/Zoning and Planning Board

Mayor Xavier Garcia	Francisco Fernández	04-30-2015	10-14-1991	11-28-2011
Councilman Bain – Group 2	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilman Lob – Group 3	Bill Tallman	04-30-2016	01-11-2010	05-14-2012

Architectural Review Board

Councilman Bain – Group 2	Joe Valencia	10-31-2014	02-27-2012	02-27-2012
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Civil Service Board

Vice Mayor Windrem – Group 1	Rob Youngs	06-30-2015	01-11-2010	01-11-2010
Councilman Bain – Group 2	Carrie Figueredo	06-30-2015	08-24-2009	08-24-2009

Code Review Board

Mayor Xavier Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
Councilman Lob – Group 3	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Councilman Petralanda – Group 4	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010

Disability Advisory Board

Mayor Xavier Garcia	Charlene Anderson*	12-31-2013	VACANT	VACANT
Councilman Bain – Group 2	Peter Newman*	12-31-2013	VACANT	VACANT

Ecology Board

Vice Mayor Windrem – Group 1	Martin Crossland*	04-30-2015	VACANT	VACANT
Councilman Lob – Group 3	Dr. Mara Zapata*	04-30-2016	VACANT	VACANT
Councilman Petralanda – Group 4	Laura Pilgrim	04-30-2016	03-25-2013	03-25-2013

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Education Advisory Board</u>				
Mayor Xavier Garcia	Caridad Hidalgo	05-31-2015	01-28-2013	01-28-2013
Vice Mayor Windrem – Group 1	Michael G. Hunter	05-31-2015	05-14-2012	05-14-2012
Councilman Bain – Group 2	Dr. Mara Zapata	05-31-2015	06-13-2011	06-13-2011
Councilman Lob – Group 3	Dr. John Salomon	05-31-2015	12-14-2009	06-13-2011
<u>Golf and Country Club Advisory Board</u>				
Mayor Xavier Garcia	Michael Dominguez	07-31-2013	04-12-2010	09-26-2011
Vice Mayor Windrem – Group 1	Mark Safreed	07-31-2013	08-08-2005	06-27-2011
Councilman Bain – Group 2	George Heider	07-31-2013	08-13-2001	06-27-2011
Councilman Lob – Group 3	Ken Amendola	07-31-2013	10-10-2011	10-10-2011
Councilman Petralanda-Group 4	Art Rabade	07-31-2013	03-11-2013	03-11-2013
<u>Historic Preservation Board</u>				
Mayor Xavier Garcia	Sydney Garton**	01-31-2016	11-08-1993	02-08-2010
<u>Recreation Commission</u>				
Mayor Xavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
Councilman Petralanda-Group 4	Beth Tilman	04-30-2016	05-26-2009	05-10-2010
<u>Revitalization & Redevelopment Ad-Hoc Committee</u>				
Vice Mayor Windrem – Group 1	Arturo Rábade*	N/A	VACANT	VACANT
Councilman Petralanda-Group 4	Todd Stiff*	N/A	VACANT	VACANT

* 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.
 Martin Crossland resigned on January 9, 2013.
 Todd Stiff resigned from the Revitalization & Redevelopment Ad-Hoc Committee to become the alternate member of the Board of Adjustment/Zoning & Planning Board
 Arturo Rábade was removed by Councilman Best on January 28, 2013.

** Historic Preservation 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
 Assistant City Manager/Finance Director
 City Attorney
 Affected Board Members

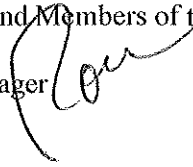


CITY OF MIAMI SPRINGS
Golf and Country Club
650 Curtiss Parkway
Miami Springs, FL 33166-5259
Phone: (305) 805-5180
Fax: (305) 805-5192

Agenda Item No.

City Council Meeting of:

06-24-2013

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager 
FROM: Paul O'Dell, Golf Director
DATE: June 20, 2013

RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve a lease agreement with Club Car's affiliated finance source, Ingersoll-Rand Financial Services (IRFS), in the amount of \$258,750, for seventy-five (75) 2014 gasoline powered carts, for a 5 year term, Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

As part of improving the golf course facility we have negotiated a new lease agreement with Club Car for 75 gasoline carts.

Despite the fact that this transaction exceeds the threshold amount for city purchasing by bid or RFP, it is believed that the City has secured three (3) representative quotes for the replacement of the city's golf carts (See Attachments A, B and C). In addition, it is believed that;

- Gas carts vs. battery operated (Gas carts have a longer life cycle)
- Cost reduced by \$7.10 per cart from our current lease agreement for an estimated savings for the 5 year term of \$31,950.00
- Several existing carts are damaged and/or totaled – Club Car has agreed to paying a damage cart allowance of \$6,000.00 to offset the costs for the damaged carts
- Carts will be in place by October for our busy season

Our current contract with Yamaha for leased golf carts is due to expire in February 2014, however due to the conditions of our existing carts we have negotiated a new lease/purchase agreement with Club Car to begin October 1st, 2013.

COST: \$ 258,750 over five years (\$57.50 X 75 carts= \$4,312.50 monthly X 60 months)

FUNDING: Budgeted in:
Department/ Description: Golf Course Maintenance/ Golf Course Pro Shop/Lease
Account Number: 001-5707-572-44-00

PROFESSIONAL SERVICES APPROVAL:

*Miami Springs
Golf & Country Club*

Miami Springs, FL

June 4, 2013



TABLE OF CONTENTS

Proposed Equipment

Lease/Purchase Proposal

Special Considerations

Warranties

PROPOSED EQUIPMENT

Seventy Five (75) new 2014 Club Car® Precedent i2 Model Gasoline Golf Cars including the following standard and optional equipment:

Standard Equipment

Canopy Top
Wheelcovers
Sweater Basket
10.4 HP Engine
Premium tread tires
Colors – Cayenne

Included Optional Equipment

Miami Springs Logo
Bag Cover
Number Decals
Fold Down Windshield
Information Holder
Deluxe On Board Tow Package
Sand bucket – two per car

Delivery will be in October 2013

LEASE/PURCHASE PROPOSAL

Club Car®'s affiliated financing source, Ingersoll-Rand Financial Services (IRFS), proposes to lease to Miami Springs Golf & Country Club seventy five (75) new 2014 Club Car **Precedent i2 Model Gasoline Golf Cars** equipped as stated on the Proposed Equipment page. The lease rates are based on the first payment being made thirty days after delivery of the equipment and are subject to IRFS's normal credit approval.

LEVEL PAYMENT

Twelve monthly payments per year

60 Month Term / \$57.40 per car per month



Balloon Note Due at End of Lease Term -- 48 Month / \$1600 per car
60 Month / \$1400 per car

Document stamps, filing fees, or any other costs associated with the documents are the responsibility of the club and are due upon delivery of the cars.

The above quoted rates are valid for acceptance within thirty days.

Miami Springs Golf & Country Club

By: _____

Title: _____

Date: _____

Club Car, Inc.

By: David Kelly

Title: Territory Manager

Date: 6-4-13

SPECIAL CONSIDERATIONS

The following special considerations apply to Miami Springs Golf & Country Club:

CHECK FOR REMAINING LEASE PAYMENTS PLUS DAMAGED CARS

Club Car agrees to provide Miami Springs Golf & Country Club with two checks as described below:

* \$19,365.00 (to pay for final four Yamaha lease payments / November – February at \$4,841.25 per month)

* \$6,000.00 (to pay for damage and replacement cost of four of the current Yamaha fleet cars)

REPLACEMENT PARTS AND SERVICE

Factory authorized replacement parts, service, and warranty work are handled through **Jeffrey Allen, Inc.**, Club Car's factory authorized dealer in Fort Lauderdale. It is Club Car's objective that Miami Springs Golf & Country Club will receive professional, timely, and systematic service.

Club Car offers technical training seminars for Miami Spring Golf & Country Club's employees involved with golf car operations. These seminars are held at Club Car's manufacturing facility in Augusta, Georgia, and are conducted by professional educators. The club's employees will learn preventive maintenance and repair procedures to enhance its fleet operations. A reasonable fee is charged for these seminars.

WARRANTIES

The following warranties apply to Miami Springs Golf & Country Club:

GOLF CARS

Club Car® warrants to Miami Springs Golf & Country Club that its new 2014-model golf cars are free from defects in materials and workmanship subject to the terms and conditions contained in the attached Club Car Limited Lifetime Warranty.

CLUB CAR® LIMITED WARRANTY FOR PRECEDENT VEHICLES

WARRANTY

CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

	i2L	i2	V4
VEHICLE MAIN FRAME	LIMITED LIFETIME*		
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
MAJOR ELECTRONICS: Onboard computer (OBC), solid state speed controller, and battery charger.	4	4	4
DEEP CYCLE BATTERY: Four years or 20,000 Energy Units as recorded by the OBC, whichever first occurs.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and structural accessory module (SAM).	4	4	4
POWERTRAIN: Gasoline engine, electric motor, MCOR, gasoline and electric transaxle, starter generator, air intake, exhaust system, and torque converter (drive and driven).	3	3	3
BODY GROUP: Beauty panels, and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

EXCLUSIONS

Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive bolts, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to:

1. Abuse such as overcharging, undercharging, improper fluid levels, use of contaminated water in batteries (See "Water Quality" in owner's manual), loose wiring and fasteners, or rusted or corroded hardware.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
3. Damages caused by improper installation of the component.
4. Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
5. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
6. Every vehicle must have an operational charger on its own circuit. (Number of operational chargers must equal the number of operational vehicles.)
7. Vehicles charged by systems other than the CLUB CAR Charger.
8. Semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
9. Charger DC cord set with plug, which is a wear item and subject to user abuse.
10. Use of gasoline containing more than 10% ethanol.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

SOLE REMEDY

CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.



Central Division
1724 Diplomacy Row
Orlando, FL 32809

East Coast Division
2701 Reese Road
Davie, FL 33314

West Coast Division
4401 N. US HWY 301
Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: sales@jeffreyaleninc.com
Mailing Address: PO Box 891359, Tampa, FL, 33689
Website: www.jeffreyaleninc.com

EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is entered into this ____ day, of _____, 2013 between the City of Miami Springs, a Florida municipal corporation ("city") and Jeffrey Allen, Inc ("buyer").

RECITALS

WHEREAS, the City has entered into an Equipment Lease-Purchase Agreement ("Lease Agreement") with Agricredit Acceptance, LLC, whereby the City will take title to seventy-five (75) 2014 Club Car Gasoline powered golf cars and

WHEREAS, the City wishes to sell the Equipment at the end of the lease term; and

WHEREAS, the Buyer is a Club Car, Inc local authorized dealer who wishes to purchase the Equipment from the City at the end of the Lease Term.

NOW, THEREFORE for and in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

Equipment Description.

The equipment which is the subject of this Purchase Agreement is comprised of seventy-five (75) Club Car Gasoline powered golf cars manufactured by Club Car, Inc. Pursuant to the Equipment Lease-Purchase Agreement between the City and Agricredit Acceptance, LLC, title to the Equipment vests in the City upon receipt of the Equipment at the initiation of the Lease term. At the time of Sale of the Equipment to the Buyer pursuant to this Purchase Agreement, the City will possess full title to the Equipment. In the event a golf cart(s) is lost, destroyed, stolen, etc during the lease term and is not replaced, the City will Sell and the Buyer shall purchase the number of golf carts, in working order, actually leased by the City at the end of the term of the Equipment Lease-Purchase Agreement and subject to the City's purchase under that Agreement.

Terms of Sale.

Sale of the Equipment by the City to Buyer is on an "AS IS, WHERE IS" basis. To the extent permitted by the law, the City disclaims all other warranties, expressed or implied, by statute or otherwise, regarding the condition of the Equipment, including its fitness for a particular purpose, its quality, or merchantability. All sales are final and the City assumes no responsibility for the Equipment after purchase or for liability associated for the use or sale of the Equipment after purchase. Title to the Equipment shall vest in the Buyer upon City's receipt of payment for the Equipment.



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Website: www.jeffreyalleninc.com

Payment.

Payment must be made to the City in cash, money order, or certified check in the amount equal to one thousand four hundred dollars (\$1,400.00) per golf cart. Payment must be made IN FULL prior to Buyer taking possession of the Equipment. Upon receipt of Payment for the Equipment, the City and Buyer shall execute the Bill of Sale evidencing the sale of the Equipment.

Removal of the Equipment.

The Equipment will be housed at the Miami Springs Golf & Country Club which is located at 650 Curtiss Parkway, Miami Springs, Florida. The Buyer may take possession of the Equipment at that address. All costs associated with the removal or transport of the Equipment from the Miami Springs Golf & Country Club are the responsibility of the Buyer. The City is not liable for any damage caused during removal or transport of the Equipment from the City property.

General Provisions.

Venue and Governing Law. This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement shall be exclusively in Miami Dade County, Florida.

Attorney's Fees and Costs. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for fees, costs, and expenses including attorney's fees, as may be set by the Court.

Default and Remedies. Upon default by a party under this agreement, the non-defaulting party shall have all the rights and remedies provided by law, including but not limited to, the right to terminate this Agreement, the right to seek specific performance under this agreement, and the right to file for injunctive relief in the Circuit Court where the City is located to enforce the terms of this Agreement. Attorney's fees, costs, and expenses incurred in any litigation filed to enforce the terms of this Agreement shall be paid the prevailing party by the defaulting party.

Severability. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby.

Entire Agreement. This supersedes any and all prior or contemporaneous negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.



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Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase Agreement the date and year first above written.

CITY OF MIAMI SPRINGS
A Florida Municipal Corporation

Jeffrey Allen, Inc

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reviewed and approved:

ATTEST:

PROPOSAL

To: Miami Springs Country Club

Date: Rev 06-17-2013

QTY	MODEL	YEAR	TERMS	PRICE	EXPANDED PRICE
75	TXT Gas	2014	60 mth	\$62.29 per car/mth	\$4,596.00 per month
-	Balloon Payment	-	-	\$1500.00 per car	\$112,500.00
-	-	-	-	-	-
-	-	-	-	-	-

LEASE PROGRAM DETAILS

Payment schedule: Straight pay with balloon

Payment months: All

Delivery: September 2013

First pay: October 2013

INCLUDED ACCESSORIES			
Top	Split Windshield	Rear Bag Cover	Permanent Tow Bars
Wheel Covers	Message Holders	Rake Holders	Divot Buckets (2 per car)
Club Logos	Number Decals	TXT Gas Parts Package	Standard Color Choice

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	ACCESSORIES
-	-	-	-	-
-	-	-	-	-

PURCHASE PROGRAM DETAILS

Trade value per car: -

Total trade value: -

Trade amount used to net down lease payment or purchase price: -

Trade value returned as cash: -

OR**CURRENT LEASE CONDITIONS**

E-Z-GO will provide a rebate of \$32,250.00 for the City of Miami Springs to satisfy 5 remaining payments on the current lease with Yamaha (5X\$4841.25) and the balance of \$8043.75 to cover the cost of 4 totalled Yamaha fleet golf cars. City of Miami Springs shall be responsible for any other costs associated with the current Yamaha lease.

SPECIAL CONSIDERATIONS

Pricing based upon the City of Miami Springs entering a TCF or PNC Equipment Finance Municipal Lease. (Lease specimen attached)

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Miami Springs Country Club must enter into a new lease or purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. It is the club's responsibility to either repair damages noted or pay for these repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment.

City of Miami Springs

E-Z-GO Division of Textron Inc.

Accepted by: _____ Date: _____

Accepted by: _____ Date: _____



1000 GA Highway 34 East • Newnan, Georgia • 30265-1320

Telephone: 866-747-4027 • Fax: 770-254-4158

New Fleet Car Agreement Prepared For:
Miami Springs Golf Course
Miami Springs, Florida

June 19, 2013

Paul,

I really wanted to thank you for the opportunity to submit this proposal for new *Yamaha* golf cars at your facility. Our desire is to not only provide you with the best product and service in the industry, but to also form a lasting business partnership for many years to come.

This proposal should include everything you requested, but if you would like to change or customize a few things to better fit your needs please give me a call.

Included is a sixty (60) month Yamaha lease on 75 new Yamaha EFI gasoline golf cars. These cars will be delivered in the month of September 2013. The club will make their current 9/1/13 lease payment on the existing fleet cars and the new lease will begin with a 10/1/13 payment on the new sixty (60) month lease of new 2014 fleet golf cars.

I know that both *Yamaha Golf-Car Company* and I can exceed your expectations, and once again I appreciate your time and consideration.

Sincerely,

Tommy Dee

Tommy Dee
District Manager – East Florida
Yamaha Golf-Car Company
561.598.9518 - Cell
561.626.2505 - Fax



Proposal Expressly Prepared For Miami Springs Golf Course

June 19, 2014

Seventy (75) 2014 Yamaha Electronic Fuel Injected (EFI) *Gas* Drive golf cars equipped with a 357 CC engine that is Yamaha built, low-emission, 11.4 HP, and single cylinder with splash style positive oil lubrication system. Yamaha is the only golf car manufacturer that makes their own engine and it is the only engine in the industry that was designed specifically for golf course use, thus making it the most fuel efficient engine available; and is 30 to 34%% better than the competition. Yamaha is proud of our industry first EnduraDrive transaxle that is essentially maintenance free and eliminates the need for brake drums and shoes. The cars also feature an automotive, ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame, that is protected by an 18 step paint process, with a polypropylene structural floor that is 2.5 times stronger than our previous model yet is also 20% lighter. Not only built for durability, but also comfort, the Drive features the largest and most comfortable contoured seat, the largest sweater basket, largest bag well and the largest canopy top in the industry. With the largest area of entry and egress, an automotive style dash, and a fully independent Tru-Trak II front suspension the Drive is designed to meet all of your customer's needs.

Standard Features Included

Sweater Basket	ClimaGuard Top with Dual Rain Gutters
Sentry Wraparound Protection System	Energy absorbing 5 MPH bumpers
Thermoplastic Olefin Body	Maintenance free Rack and Pinion Steering
Perma-lubed, sealed ball bearings	Self-adjusting Internal Braking System
Coil Springs Over Hydraulic Shock Absorbers	6.3 Gallon Gas Tank
Maintenance Free Internal Transaxle Disc Brake	Four (4) Cup Drink Holder

Optional Equipment Included

Sand Bucket - 2 per car	Color: Glacier White
Fleet Numbers (2 per car)	Club Logo (1 per car)
Hubcaps	Rear Bag Cover
Information Holder	

60 Month Municipal Lease Option – EFI Fleet Cars (Color: Glacier White)

All equipment leased through an agreement with Yamaha Golf-Car Company is done by our sister division, *Yamaha Commercial Customer Finance*. Yamaha is proud to offer the only in house financing in the golf car industry and is able to custom fit a lease to your specific needs.

Yamaha Lease: 60 month payment lease with Twelve (12) monthly payments on cars as specified above in equipment page at \$58.00 per car per month with payments as follows: Payments include Seventy-five (75) white 2014 Yamaha Drive EFI gas golf cars.

Number of cars =	75	Per car per year =	\$58.00	Total annual payment =	\$4,350.00
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	2013	2014	2015	2016	2017	2018
January		\$4,350	\$4,350	\$4,350	\$4,350	\$4,350
February		\$4,350	\$4,350	\$4,350	\$4,350	\$4,350
March		\$4,350	\$4,350	\$4,350	\$4,350	\$4,350
April		\$4,350	\$4,350	\$4,350	\$4,350	\$4,350
May		\$4,350	\$4,350	\$4,350	\$4,350	\$4,350
June		\$4,350	\$4,350	\$4,350	\$4,350	\$4,350
July		\$4,350	\$4,350	\$4,350	\$4,350	\$4,350
August		\$4,350	\$4,350	\$4,350	\$4,350	\$4,350
September		\$4,350	\$4,350	\$4,350	\$4,350	\$4,350
October	\$4,350	\$4,350	\$4,350	\$4,350	\$4,350	
November	\$4,350	\$4,350	\$4,350	\$4,350	\$4,350	
December	\$4,350	\$4,350	\$4,350	\$4,350	\$4,350	
Total	\$13,050.00	\$52,200.00	\$52,200.00	\$52,200.00	\$52,200.00	\$39,150.00

The above quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company, additional documentation to follow. This quotation is valid for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Additional Benefits

Upon entering into the last year of the lease with Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will allow the Lessee the option of rolling into a new lease of new Yamaha golf cars. The new lease agreement must be with Commercial Customer Finance and will be subject to their credit approval. The new lease payment will be based upon the current pricing and rates at that time.

If the proposal is acceptable under the above terms please sign and date

Accepted by: _____ Date: _____
Miami Springs GC

Accepted by: Tommy Dee
Yamaha District Manager

Accepted by: _____ Date: _____
Yamaha Regional Manager

6-19-2013
Date





Yamaha Standard Factory Warranty

Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations.

DURING THE PERIOD OF WARRANTY any authorized Yamaha golf car dealer will, free of charge, repair or replace, at Yamaha’s option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle’s warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

GENERAL EXCLUSIONS from this warranty shall include any failures caused by: Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner’s/Operator’s Manual instructions. **b.** Accident or collision damage. **c.** Installation of parts or accessories that are not original equipment. **d.** Fading, rust, or deterioration due to exposure or ordinary wear and tear. **e.** Modifications or alterations that affect the car’s condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle. **f.** Damage due to improper transportation. **g.** Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

WARRANTY COVERAGE:

Year 1: The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.

Year 2: The second year exclusions are the YDRA battery, body parts, seats, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.

Year 3: The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.

Year 4: The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

SPECIFIC EXCLUSIONS: Specific exclusions from this warranty shall include the following:

- Any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts.
- Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty.
- Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a high parasitic current draw, unless the vehicle is equipped with an optional factory installed deep cycle starting battery.

I have read and agree to the above conditions set forth in the Warranty _____

Initial

YAMAHA FOUR-YEAR LIMITED BATTERY WARRANTY

Yamaha Golf-Car Company hereby warrants to the original Retail Purchaser or Lessee or a Yamaha YDRE golf car, PTV or electric utility vehicle from an Authorized Yamaha Dealer, that the Trojan batteries charged with a Yamaha battery charger will be free for defects in material and workmanship, and will provide “36-hole performance” for a period of four-years, “1,000 rounds” or 20,000 amp hours discharged from date of purchase, whichever events occurs first, subject to the terms and conditions of the complete warranty within the warranty. A copy of the complete warranty has been included with this Proposal via email or print form.

I have read and agree to the above conditions set forth in the Warranty _____

Initial

Yamaha’s Factory Direct/Authorized Dealer Service

Yamaha Golf-Car Company’s combination of factory direct service technicians and authorized dealers provides a level of service that is second to none. The fully equipped service trucks provide onsite repairs to help reduce down time. All visits are provided on an as needed basis by calling Yamaha’s fleet service supervisor, Steve White, at 1-800-390-5545.

06-24-2013

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL
CIRCUIT, IN AND FOR MIAMI-DADE COUNTY,
FLORIDA

CASE NO. 13-17742 CA 01 (24)

SANDRA J, LLC, a Florida limited liability
company, REALTY DEVELOPMENT
INVESTMENT, LTD., a Florida limited
partnership, RAUL V. MEDINA, JR., an
individual, RECHTEIN HOLDINGS, LLD, a
Florida limited liability company, PAN
ATLANTIC CORPORATION, a Florida
corporation, ROBERT YGLESIAS, an
individual, GERP PROPERTIES, LLC, a
Florida limited liability company, ATLAS
INVESTMENT CORP., a Florida
corporation, COSTEX CORPORATION, a
Florida corporation, and AIRPORT
CENTRE, INC. a Florida corporation.,

Plaintiffs,

v.

CITY OF MIAMI SPRINGS and MIAMI-
DADE COUNTY,

Defendants.

DEFENDANT CITY OF MIAMI SPRING'S MOTION TO DISMISS

Defendant, CITY OF MIAMI SPRINGS, ("City"), by and through its undersigned counsel,
moves this Court for the entry of an Order Dismissing the Complaint filed herein. In support of said
Motion, the City would show this Court the following:

Introduction

This is an action seeking judicial intervention into an ongoing legislative process involving the
proposed annexation of property into the City. Plaintiffs are the owners of real property located outside
the current boundaries of the City.¹ The City has taken steps towards annexing property currently located

¹ Complaint, ¶4.

in Unincorporated Miami-Dade County ("Miami-Dade") into the City.² The areas sought to be annexed ("Annexation Area") includes Plaintiffs properties.³

By their action, Plaintiffs ask, invite and encourage this Court to intrude into the legislative annexation process and to enjoin the process. More specifically, Plaintiffs seek an injunction against the City and Co-Defendant, Miami-Dade County ("County") prohibiting the legislative annexation process from proceeding to conclusion and directing the City to withdraw its annexation request.

Plaintiffs' action must be dismissed. Broadly stated, the action constitutes an improper request for this Court to usurp the legislative process. Further, Plaintiffs lack standing to bring certain of their claims. Plaintiffs' claims are also premature. The matter is not ripe for judicial review until the legislative process concludes with a legislative decision on the City's annexation request. For all of these reasons, Plaintiffs' Complaint fails to state a cause of action upon which relief may be granted. The action must be dismissed.

Adoption of the County's Motion to Dismiss

On June 6th, 2013, the County served its Motion to Dismiss ("County's Motion").⁴ The City adopts the arguments presented in the County's Motion as if fully set forth herein.

Paraphrasing, the County asserts the following as grounds for dismissal of Plaintiffs' Complaint:

1. In Miami-Dade County, the Board of County Commissioners has exclusive legislative authority over annexation.⁵ There are at least eight and possibly as many as nine steps that remain to be taken in the annexation process before any annexation is approved.⁶
2. It is possible the annexation will not be approved (completely mooted Plaintiffs' claims).⁷
3. Florida case law clearly establishes that it is inappropriate for a circuit court to intervene in an authorized legislative process.⁸

² Complaint, ¶7.

³ Complaint, ¶2

⁴ The County's Motion will be cited to herein as "(Cty. M. ____)". A copy of the County's Motion is attached to this Motion as Exhibit "1."

⁵ Cty.M, Page 3.

⁶ Cty.M, Pages 5 & 6.

⁷ Cty.M, Page 7.

⁸ Cty.M, Page 7.

4. Plaintiffs' action essentially requests an advisory opinion from this Court on the merits of the legislative annexation process.⁹
5. Plaintiffs' action is an invitation to this Court to ignore the concept of separation of powers.¹⁰

All of the County's arguments are well taken. The City adopts and realleges them.

Plaintiffs' Allegations against the City

To be clear, the City maintains that it has acted in full compliance with its Charter in connection with the annexation proceedings. However, acknowledging that in the context of a Motion to Dismiss, this Court must accept the well pled allegations of Plaintiffs' Complaint as true, the City addresses those allegations here.

The following are Plaintiffs' allegations against the City which are the most relevant to this Court's disposition of this Motion. Plaintiffs allege:

- Each Plaintiff is the owner real property located in Unincorporated Miami-Dade County, Florida, and more specifically, the real property at form is the subject matter of the proposed annexation by the City of Miami Springs, or fully set forth below.¹¹
- Miami Springs is governed by the Miami Springs Charter and the Miami Springs Code of Ordinances, as amended from time to time.¹²
- The Miami Springs Charter only permits annexation of lands "contiguous" to its geographic boundaries.¹³
- The area to be annexed is not contiguous to Miami Springs and thus the Amended 2009 Annexation Plan violates the Miami Springs Charter.¹⁴
- The Amended 2009 Annexation Plan violates Miami Springs' Charter Section 2.02 because there has not been the prerequisite approval of a majority of qualified city electors.¹⁵
- Plaintiffs should not be governed by Miami Springs, nor should Plaintiffs be required to be taxed by Miami-Springs. Miami-Springs has no governing authority over Plaintiffs.¹⁶

⁹ Cty.M, Page 8

¹⁰ Cty.M, Page 9.

¹¹ Complaint, ¶2

¹² Complaint, ¶4

¹³ Complaint, ¶8

¹⁴ Complaint, ¶17

¹⁵ Complaint, ¶30

As Non-Residents of the City, Plaintiffs Lack Standing to Challenge any Failure by the City to Follow its Charter.

Plaintiffs do not allege that they are residents of the City. Plaintiffs do not allege that they are City voters. To the contrary, Plaintiffs allege that the City “has no governing authority over Plaintiffs.”¹⁷ Because they are not residents of the City and therefore are not subject to the City’s Charter, Plaintiffs have no standing to challenge any failure by the City to follow its Charter. Stated differently, Plaintiffs have no rights under the City’s Charter.

Citing to United States Supreme Court authority, the Florida Supreme Court has recognized that standing requires a showing of the following :

1) A plaintiff must demonstrate an “injury in fact,” which is “concrete,” “distinct and palpable,” and “actual or imminent.”

2) A plaintiff must establish “a causal connection between the injury and the conduct complained of.

3) A plaintiff must show “a ‘substantial likelihood’ that the requested relief will remedy the alleged injury in fact.”¹⁸

Here, Plaintiffs had no right to vote in any City election and so have not been injured assuming *arguendo*, a required vote was not taken.

Plaintiffs’ Property has not Been Annexed into the City and May Never be. Accordingly, Plaintiffs have not Alleged Sufficient Facts Warranting Declaratory Relief.

It is apparent from the face of the Complaint that no annexation has taken place. Should the County not approve the annexation request, the entirety of Plaintiffs’ Complaint will be rendered moot. Stated differently, unless and until the annexation is approved, there is no “bona fide, actual, present, or practical need for the Declaration.”¹⁹

¹⁶ Complaint, ¶46

¹⁷ Complaint, ¶46

¹⁸ *State v. J.P. 907 So. 2d 1101* (Fla. 2004) at fn. 4.(quotations in original).

¹⁹ *Department of Environmental Protection, v. Garcia*, 99 So. 2d 539, 544 (Fla. 3rd DCA 2011) (Citing: *May v. Holley*, 59 So. 2d 636, 639 (Fla. 1952).

The required elements of a claim for declaratory relief are necessary to “maintain the status of the proceeding as being judicial in nature and therefore, within the constitutional powers of the courts.”²⁰ To demonstrate an entitlement to declaratory relief, Plaintiffs must demonstrate:

- A. that there is a bona fide actual, present and practical need for the declaration;
- B. that the declaration deals with the present, ascertained or ascertainable state of facts or present controversy as to a state of facts;
- C. that some immunity, power, privilege or right of the complaining party is dependent upon the facts or the law applicable to the facts;
- D. that there is some person or persons who have, or reasonably may have an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law;
- E. that the antagonistic and adverse interest are all before the court by proper process or class representation; and
- F. that the relief sought is not merely the giving of legal advice by the courts or the answers to questions propounded for curiosity.²¹

While there is room to debate whether Plaintiffs’ Complaint meets a number of these requirements, that it fails to meet elements “A” “B” and “F” is dispositive and compels dismissal.

The test of the sufficiency of a complaint in a declaratory judgment proceeding is not whether the complaint shows that the plaintiff will succeed in getting a declaration of rights in accordance with his theory and contention, but whether he is entitled to a declaration of rights at all.” *Golf Club v. City of Plantation*, 717 So. 2d 166, 171 (Fla. 4th DCA 1998). The conclusion that Plaintiffs’ Complaint, on its face, reveals that Plaintiffs are not entitled to declaratory relief is demonstrated (albeit by contrast) by the Third District case, *Dade County v. Benenson*, 326 So. 2d. 74 (Fla. 3rd DCA 1976).

In *Benenson*, the court had before it an appeal by the County of the denial the County’s motion to dismiss a property owner’s complaint for declaratory relief. In affirming the trial court’s denial of the

²⁰ *Id.*

²¹ *Id.*

motion, the appellate court articulated the analysis required where a landowner seeks a declaration of rights regarding his or her property in light of some action taken by the County. The court stated:

The inquiry must be whether or not the complaint presented a prima facie case of an actual doubt as to the effect of, and plaintiffs' rights under, **actions already taken by the County.**²²

Under *Benenson*, this Court's focus in resolving the City's Motion must be on actions, which have *already been taken*, that impact Plaintiffs' rights. In stark contrast with the circumstances in *Benenson*; where the County had taken action (adopting a resolution approving a compatibility study and authorizing the implementation of the study which implementation would have impacted Benenson's property), in the instant case, there is no dispute that neither the City nor the County have taken any action impacting Plaintiffs' rights.

Plaintiffs do not allege that they are in doubt as to their rights as a result of any action taken by the City or the County. That is not surprising because neither entity has taken any action impacting Plaintiffs' rights. Further, Plaintiffs appear well versed in what their rights are and what the annexation process entails. In fact, Plaintiffs allege that they have taken part in that process.²³

Conclusion

Plaintiffs' Complaint fails to state a cause of action upon which relief can be granted. Plaintiffs' action is at best, premature. Further, by their action, Plaintiffs argue that this Court should trample on the separation of powers via a judicial intervention into an ongoing legislative process. Because the County has not yet made a decision on the City's annexation application, Plaintiffs rights have not been impacted.

WHEREFORE, Defendants, respectfully request this Court enter its order dismissing Plaintiffs' Complaint.

²² *Benenson* at 74.

²³ Complaint para. 22

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25 day of June, 2013, I filed the foregoing document with the Clerk of the Court for the 11th Judicial Circuit, in and for Miami-Dade County, Florida. I also certify that the foregoing document is being served this day upon: **Allan A. Joseph, Esq.** and **Christopher M. David, Esq.**, *Counsels for Plaintiffs*, Fuerst, Ittleman David & Joseph, P.L., 1001 Brickell Bay Drive, 32nd Floor, Miami, Florida 33131; via E-mails: ajoseph@fuerstlaw.com; cdavid@fuerstlaw.com; **Craig M. Celler, Esq.**, Miami-Dade County Attorney's Office, 111 NW 1st Street, Suite 2810, Miami, Florida 33128-1993; via E-Mails: chc@miamidadec.gov; cjs2@miamidadec.gov; elb2@miamidadec.gov.

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By: _____

Perry M. Adair, Esq.
Florida Bar No. 434050

ACTIVE: 4788236_6

Magali Valls

06-24-2013

From: jseiden@olsrhh.com
Sent: Wednesday, June 19, 2013 5:49 PM
To: Magali Valls
Subject: Fwd: Motion for Preliminary Injunction
Attachments: I 12 Verified Motion for Preliminary Injunction 061913.pdf

Magali, please include this email and the attached Motion in the agenda packet for the annexation update item. JKS

-----Original Mail-----

From: "Adair, Perry" <PAdair@becker-poliakoff.com>
To: "jseiden@olsrhh.com" <jseiden@olsrhh.com>
Sent: Wed, 19 Jun 2013 21:38:24 +0000
Subject: Motion for Preliminary Injunction

Attached is Plaintiffs' Motion for Preliminary Injunction. Basically a rehash of the Complaint.

My initial review leads me to the conclusion that the Court would be committing error if it granted this Motion and issued an injunction. In a way, the granting of the injunction would be tantamount to granting the ultimate relief sought in the case. If the Court enjoins the legislative annexation process, the result is a de facto denial of the annexation because of the inability of the process to move forward. Stated differently, maintaining the status quo has the same net effect of as a denial. My understanding of the law is that a preliminary injunction is not appropriate under such circumstances.

It is an odd notion to ask for injunctive relief against the City preventing it from annexing as the power to grant or deny the annexation resides with the County.

Unless they set this for hearing, I do not see a need to respond to this. If the City wants us to respond however, we certainly will.

Part of this Motion is a diagram purporting to show the FEC property. Would you please mark this up to show me where the area of contiguity is that you mentioned in our meeting. Please scan the marked up page back to me.

Let me have your thoughts in this.

[Becker & Poliakoff]<<http://www.becker-poliakoff.com/>>

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Attorney/Managing Shareholder

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Our clients' total satisfaction is our #1 priority. The Becker & Poliakoff Client CARE Center is available for questions, concerns and suggestions. Please contact us at 954.364.6090 or via email at CARE@becker-poliakoff.com<mailto:CARE@becker-poliakoff.com>.

The City of Miami Springs is on [Twitter](#) and has a website [MiamiSprings-FL.Gov](#)



Please save a tree. Don't print this e-mail unless it's really necessary.

IN THE CIRCUIT COURT FOR THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

SANDRA J, LLC, a Florida limited liability company, REALTY DEVELOPMENT INVESTMENT, LTD., a Florida limited partnership, RAUL V. MEDINA, JR., an individual, RECHTIEN HOLDINGS, LLC, a Florida limited liability company, PAN ATLANTIC CORPORATION, a Florida corporation, ROBERT YGLESIAS, an individual, G E R P PROPERTIES, LLC, a Florida limited liability company, ATLAS INVESTMENT CORP., a Florida corporation, COSTEX CORPORATION, a Florida corporation, and AIRPORT CENTRE, INC., a Florida corporation,

General Jurisdiction Division
CASE NO.: 13-17742 CA 24

Plaintiffs,

vs.

CITY OF MIAMI SPRINGS, and
MIAMI-DADE COUNTY,

Defendants.

VERIFIED MOTION FOR PRELIMINARY INJUNCTION

Plaintiffs, by and through undersigned counsel, hereby file and serve their Motion for Temporary Injunction and in support thereof submit as follows:

FACTS SUPPORTING PRELIMINARY INJUNCTIVE RELIEF

1. Each Plaintiff is the owner of real property located in unincorporated Miami-Dade County, Florida, and more specifically, the real property that forms the subject matter of the proposed annexation by the City of Miami Springs, as more fully set forth below. Plaintiffs are each directly impacted by the unlawful actions described below.

2. Miami-Dade County is governed by Article VIII, Section 11, Florida Constitution (1885), the Miami-Dade County Home Rule Charter, and the Miami-Dade County Code of Ordinances, as amended from time to time.

3. Miami Springs is governed by the Miami Springs Charter and the Miami Springs Code of Ordinances, as amended from time to time.

4. In an effort to increase its tax base, Miami Springs has been attempting to annex certain non-residential areas of unincorporated Miami-Dade County since at least 2002.

5. These efforts languished until 2009 when Miami Springs and three of its neighboring municipalities (the Town of Medley, the City of Doral, and the Village of Virginia Gardens) reached an agreement as to which of the county's valuable territory would be annexed into which municipality.

6. As part of its plan to expand its tax base Miami Springs adopted Ordinance No. 977-2009¹ on May 11, 2009 authorizing the submission to Miami-Dade County of a plan to annex certain *contiguous* territory described below. (the "2009 Annexation Plan") (A true and correct copy of the 2009 Annexation Plan is attached as Exhibit 1).

7. The Miami Springs charter only permits annexation of lands "contiguous" to its geographic boundaries.² If approved by Miami-Dade County, the 2009 Annexation Plan would incorporate into Miami Springs' boundaries the targeted geographic area in which the Plaintiffs' own real property and would transfer municipal control (including municipal taxing and regulatory authority) from Miami-Dade County to Miami Springs. The 2009 Annexation Plan provided:

The City wishes to annex approximately 1,331 acres (2.08 square miles) *which are contiguous to the City's current western municipal boundary* [...] This area is located generally south of the

¹ Section 20.3, Miami-Dade County Code, requires that a municipality seeking to annex lands adopt a "resolution." Here, rather than adopt a resolution, Miami Springs adopted an "ordinance," which procedure is itself a violation of the County Code.

² City of Miami Springs Charter at §2.02 as amended by a vote of the electors in 2009.

NW 74th Street Connector, north of NW 36th Street, east of SR 826 and west of the City's current western boundary (NW 6th Avenue). This proposed annexation area comprises mostly industrial and commercial land... The Annexation Area is also described as portions of: ...Sections 11, 12, 13, 14, 23, 24 and 26, Township 53, Range 40. Annexation plan Executive Summary at p. 1. (Emphasis added.)

8. It is important to note that before the Miami Springs City Council authorized submission of the 2009 Annexation Plan, the voters of Miami Springs were required to approve the proposed annexation. An election was held on April 7, 2009 whereby the following question was put to the eligible electors of the Miami Springs:

Shall the City of Miami Springs annex the property contained within the area from north of the center line of NW 36th Street on the south, to south of the center line of NW 74th Street on the north, except for certain small "out parcel" areas, to the westernmost pavement of Ludlam Drive on the east, to the pavement of the service road parallel to the Palmetto Expressway on the west? (A true and correct copy of the Miami Springs Master Ballot is attached as Exhibit 2.)

9. The electors of Miami Springs approved this ballot question.

10. Miami-Dade County has the exclusive jurisdiction to approve boundary changes within its geographic confines. Miami-Dade County's jurisdiction over boundary changes derives from Article VII, Section 11 of the Florida Constitution (1885)(the "Home Rule Amendment"), which states as follows:

[The Board of County Commissioners] [m]ay change the boundaries of, merge, consolidate, and abolish and may provide a method for changing the boundaries of, merging, consolidating and abolishing from time to time all municipal corporations, county or district governments, special taxing districts, authorities, boards, or other governmental units whose jurisdiction lies wholly within Dade County, whether such governmental units are created by the Constitution or the Legislature or otherwise, except the Dade County Board of County Commissioners as it may be provided for from time to time by this home rule charter and the Board of Public Instruction of Dade County.

11. In order to effect the change of its boundaries, a city such as Miami Springs must comply with the provisions of Chapter 20 of the Miami-Dade Code of Ordinances. The relevant provisions require the following:

Any proposed boundary change desired by the governing body of a municipality **shall be initiated by resolution** of such governing body adopted after a public hearing held pursuant to written notice mailed to all owners of property within the area and within six hundred (600) feet thereof in such proposed boundary changes, Sec. 20-3, Miami-Dade County Code of Ordinances. (Emphasis added.)

No proposed boundary change request shall be filed, nor shall any filed request be heard, considered, or approved, pursuant to Section 20-7 or Section 20-8 by the Board of County Commissioners when the governing body requesting the change has omitted as part of the boundary change application information on an existing enclave, as defined in Section 20-7(A)(1)(c), adjacent to the municipality's boundaries or **when the boundary change application creates a new enclave.** Sec. 20-3.1, Miami-Dade County Code of Ordinances. (Emphasis added.)

12. While the 2009 Annexation Plan was pending, certain property owners in the area to be annexed voiced concerns and objections to the Plan. One of those property owners was the Florida East Coast Railway Yard (hereinafter "FEC").³ FEC pressed its objection with County staff and the Miami-Dade County's Planning Advisory Board ("PAB").

13. In response to these objections, Miami Springs materially altered the 2009 Annexation Plan to remove the FEC's property from the area to be annexed. Without presenting the material change to the electors as required by Article II, section 2.02 of the Miami Springs Charter and without voter approval, Miami Springs adopted Ordinance No. 991-2010 on July 12, 2010. Ordinance 991-2010 materially altered the lands included in the 2009 Annexation Plan by removing the FEC Property:

Section 2: That the City Council of the City of Miami Springs hereby authorizes and approves the deletion of the Florida East Coast

³ According to Miami-Dade County property records, the subject "Hialeah Rail Yard" is variously owned by "FEC," "FEC RR CO" and "FEC RY".

Railroad railyard property, adjacent to the western boundary of the City, from the City's application for annexation now pending before Miami-Dade County.

The 2009 Annexation Plan as purportedly amended by Ordinance 991-2010 is referred to hereinafter as the “Amended 2009 Annexation Plan.”

14. Removing the FEC property reduced the lands to be annexed by approximately *twenty-five percent* (25%) of the lands originally described in the 2009 Annexation Plan.⁴ Miami Springs continues to advance the Amended 2009 Annexation Plan despite that it had been materially altered without voter approval and without a proper enabling resolution, and despite that it would create an impermissible enclave, which will be discussed more fully below.

15. Consistent with Chapter 20, upon receipt of the Amended 2009 Annexation Plan, the PAB held a public hearing on September 8, 2010. According to an April 13, 2011 memorandum to the Miami-Dade County Board of County Commissioners from the county manager (a true and correct copy of the memorandum is attached as Exhibit 5), the PAB “recommended the [Board of County Commissioners] deny the [Amended 2009 Annexation Plan].” The memorandum notes that “As a result of the removal of the [FEC Property] ... **an enclave is created between the municipality and the annexation area.**”(Emphasis added.)

16. The area to be annexed is not contiguous to Miami Springs and thus the Amended 2009 Annexation Plan violates the Miami Springs Charter. The amended legal description accompanying Ordinance 99-2010 contains the following provision as to the property excluded from the amended annexation plan:

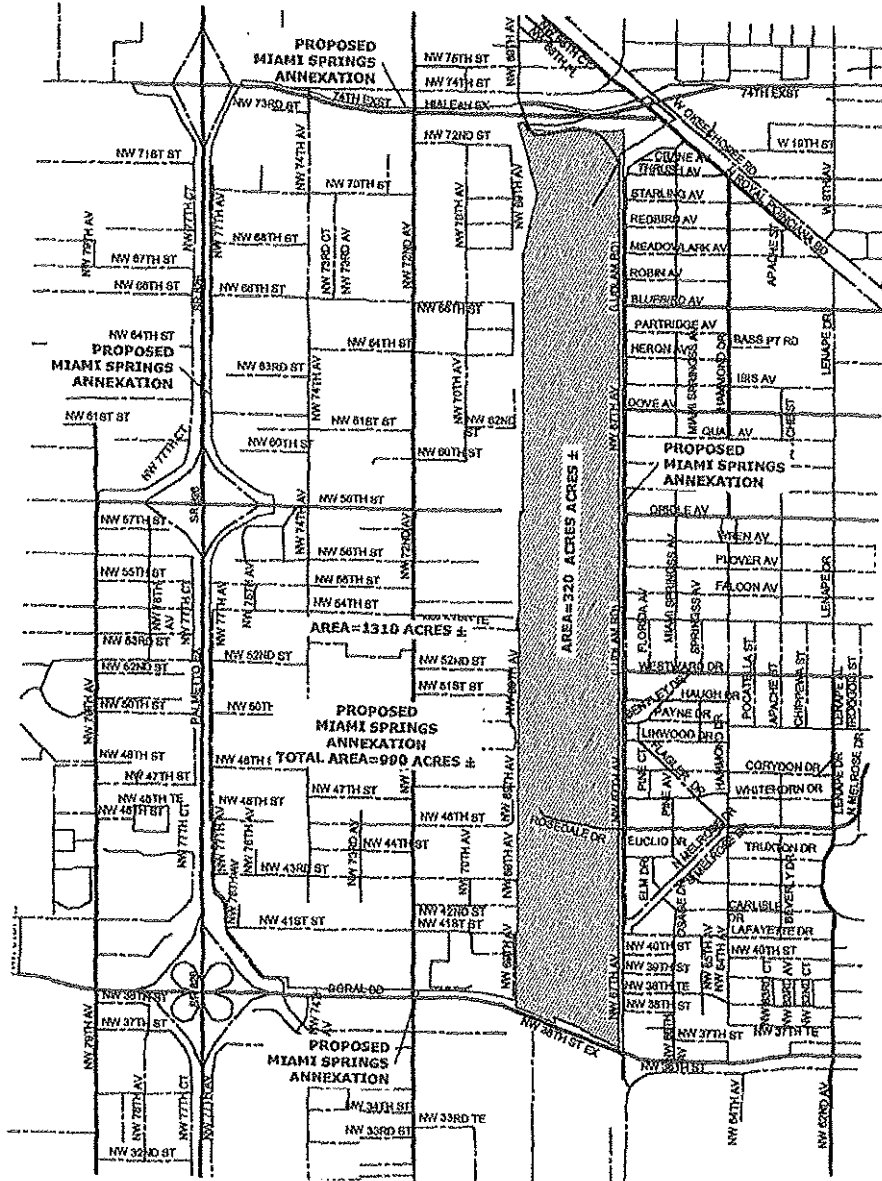
LESS AND EXCEPT THEREFROM:

All those lots, pieces or parcels of land as owned by the Florida East Coast Railway Company, L.L.C., a Florida Limited Liability Company, together with its parent and subsidiary corporate entities,

⁴ Again, the use of an ordinance as opposed to a resolution is yet another violation of Section 20.3 of the Miami-Dade County Code.

lying within the boundaries of the foregoing Annexation Area referenced in City Ordinance Number 991-2010 as passed and adopted by the City Council of the City of Miami Springs, Florida on the 12th day of July 2010.

17. Removing the FEC property (the area in blue below) from the area to be annexed destroys any pretext of contiguity and results in an enclave:



18. Section 20-3.1 of the Miami-Dade County Code prohibits any boundary change what would result in an enclave:

No proposed boundary change request shall be filed, nor shall any filed request be heard, considered, or approved ... when the boundary change application creates a new enclave.

19. It cannot be argued that the Amended 2009 Annexation Plan results in the creation of a new enclave, which is in direct contravention of an express provision of the Miami-Dade County Code. This fact alone should render the Amended 2009 Annexation Plan unlawful and requires that the Court grant the Plaintiffs the relief requested. Indeed, had Miami-Dade County complied with the express provisions of the Code, the result of the PAB memorandum should have resulted in the summary denial of the Amended 2009 Annexation Plan without further discussion.

20. Nevertheless, in direct contravention of its Code of Ordinances, Miami-Dade County scheduled the annexation plan for a public hearing on the April 13, 2011 before the BCC Infrastructure and Land Use Committee (ILUC).

21. After taking testimony from a number of irate property owners, including some or all of the Plaintiffs, the annexation plan was deferred.

22. Notwithstanding the defects and deficiencies of the Amended 2009 Annexation Plan noted herein, Miami Springs and Miami-Dade County remain intent upon disregarding their own Charter and Code of ordinances as well as established law, and unless prevented by this Court, appear to be well on their way to approving the illegal and unlawful Amended 2009 Annexation Plan.

ARGUMENT

The well-established requirements for the issuance of a temporary injunction are: (1) the likelihood of irreparable harm and the unavailability of an adequate remedy at law; (2) a substantial likelihood of success on the merits; (3) that the threatened injury to the petitioner outweighs any possible harm to the respondent; and, (4) the entry of the injunction will not disserve the public interest. *See Angelino v. Santa Barbara Enters., LLC*, 2 So. 3d 1100 (Fla. 3d DCA 2009); *Miami-Dade*

County v. Fernandez, 905 So. 2d 213 (Fla. 3d DCA 2005). Moreover, a temporary injunction "should be granted only sparingly and only after the moving party has alleged and proved facts entitling it to relief." *Morgan v. Herff Jones, Inc.*, 883 So. 2d 309, 313 (Fla. 2d DCA 2004).

An injunction should be granted to enjoin Miami Springs and Miami-Dade County, from proceeding with the unlawful Amended 2009 Annexation Plan because:

- (a) The Amended 2009 Annexation Plan violates Miami Springs' Charter §2.02, which provides:

The city, by ordinance, may annex contiguous lands in the manner provided by law. The City of Miami Springs shall not annex any lands outside of the existing boundaries of the City of Miami Springs, without first being approved and authorized by a majority of qualified city electors voting in a [sic] election to consider any such action. (Miami Springs Charter, Sec. 2.02 as amended by a vote of the electors in 2009.) (Emphasis added.)

The Amended 2009 Annexation Plan contains lands that are not contiguous to Miami Springs, which constitutes a violation of the Miami Springs Charter. F.S. § 171.031(11) defines "Contiguous" as follows:

Contiguous means that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park, a right-of-way for a highway, road, railroad, canal, or utility or a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation under this act, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically. However, nothing herein shall be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision or provisions of special law or laws prohibit the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

F.S. § 171.031(11).

Property is contiguous when “[a] substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality.” *Sanford v. Seminole County*, 538 So.2d 113, 115 (Fla. 5th DCA 1989) (noting that “contiguous” in annexation has been defined as “touching or adjoining in a reasonably substantial ... sense”).

In *May v. Lee County*, 483 So.2d 481, 482 (Fla. 2d DCA 1986) the court noted that “[w]hen used in the context of municipal annexation, the term “contiguous” has been defined as “touching or adjoining in a reasonably substantial ... sense.” *Wescom, Inc. v. Woodridge Park District*, 49 Ill.App.3d 903, 7 Ill.Dec. 560, 563, 364 N.E.2d 721, 724 (1977). Here there can be no rational argument or contention that the property sought to be annexed is contiguous to Miami Springs.

More specifically, by deleting the FEC-owned Property, Amended 2009 Annexation Plan seeks to annex lands that are physically remote from Miami Springs, and therefore is not permitted under the Charter. Also, the number of acres of the lands and the location of those lands as described in the Amended 2009 Annexation Plan materially differ from the description of the lands contained in the question put to Miami Springs’ voters on April 7, 2009. Specifically, the voters approved an annexation of “approximately 1,331 acres (2.08 square miles) which are contiguous to the City’s current western municipal boundary.” The amended annexation plan proposes to incorporate approximately 990 acres separated from Miami Springs by a railyard and two canals – over 25% less land than that approved by the voters.

- (b) The Amended 2009 Annexation Plan violates Miami-Dade County Code Section 20-3.1, which provides:

No proposed boundary change request shall be filed, nor shall any filed request be heard, considered, or approved, pursuant to Section 20-7 or Section 20-8 by the Board of County Commissioners when the governing body requesting the change has omitted as part of the boundary change application information on an existing enclave, as defined in Section 20-7(A)(1)(c), adjacent to the municipality’s boundaries or when the boundary change application creates a new enclave.

and

- (c) The amended plan of annexation violates Miami-Dade County Code Section 20-3, which provides:

Any proposed boundary change desired by the governing body of a municipality **shall be initiated by resolution** of such governing body adopted after a public hearing held pursuant to written notice mailed to all owners of property within the area and within six hundred (600) feet thereof in such proposed boundary changes. Sec. 20-3, Miami-Dade County Code of Ordinances. (Emphasis added.)

The Amended 2009 Annexation Plan—adopted impermissibly by an ordinance, rather than a resolution⁵—excluded the FEC-owned Property, thereby creating an impermissible enclave. Accordingly, the amended plan on its face violates the Miami-Dade County Code and if heard, considered, and approved, would constitute an unlawful annexation.

The Amended 2009 Annexation Plan further violates §20-3 of the Miami Dade Code because Miami Springs did not initiate the plan by resolution. Miami Springs initiated and amended the annexation plan by ordinance. “Ordinance” means an official legislative action of a governing body, which action is a regulation of a general and permanent nature and enforceable as a local law.

“Resolution” means an expression of a governing body concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body. *See* Fla. Stat. §166.041.

Plaintiffs have a clear legal right to an injunction. As set forth above, the Amended 2009 Annexation Plan is unlawful under both the Miami Springs’ Charter and Miami-Dade County’s Code. The proposed annexation plan violates both the County Code and Miami Springs Charter and should be considered null and void. *Town of Bithlo v. Bank of Commerce*, 92 Fla. 975, 110 So. 837, 838

⁵ (a) “Ordinance” means an official legislative action of a governing body, which action is a regulation of a general and permanent nature and enforceable as a local law.

(b) “Resolution” means an expression of a governing body concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body. *See* Fla. Stat. §166.041.

(Fla. 1926); *Little River Investments, Inc. v. Fowler*, 266 So. 2d 68, 70 (Fla. 3d DCA 1972) (city's failure to comply with its ordinances in replatting property rendered its actions null and void); 12 *Fla. Jur. 2d* Counties and Municipal Corporations § 86 (1979).

Plaintiffs have an inadequate remedy at law. Indeed, the only remedy which Plaintiffs have to protect against a municipality and county from disregarding their own respective Charters and Codes is a ruling from the Court to put a stop to the impermissible conduct.

Plaintiffs will suffer irreparable harm if the injunction is not entered and the status quo is not maintained. Plaintiffs should not be governed by Miami Springs, nor should Plaintiffs be required to be taxed by Miami-Springs. Miami-Springs has no governing authority over Plaintiffs.

Plaintiffs are likely to succeed on the merits given that the Amended 2009 Annexation Plan is facially unlawful. The injury to the Plaintiffs also outweighs any possible harm to the County or Miami Springs because the Plaintiffs' seek to prevent the County and Miami Springs from an illegal act.

An injunction will serve the public purpose. Codes and ordinances have been enacted which promulgated the exact manner in which a Municipality may annex unincorporated property. The Amended 2009 Annexation Plan violates the public laws. Upholding these laws clearly serve a public interest.

WHEREFORE, based on the foregoing, Plaintiffs pray that this Court a preliminary injunction enjoining Miami-Dade County from hearing, considering or approving the Miami Springs' Amended 2009 Annexation Plan, and further to enjoin Miami Springs from annexing the unincorporated property as set forth in the Amended 2009 Annexation Plan and to award Plaintiffs their costs, and such further relief as this Court may deem just and proper.

Respectfully submitted,

FUERST ITTLEMAN DAVID & JOSEPH, PL
Attorneys for Plaintiffs

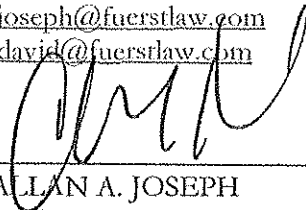
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By:  _____

ALLAN A. JOSEPH

Florida Bar Number: 893137

CHRISTOPHER M. DAVID

Florida Bar Number: 985163

VERIFICATION

I hereby swear or affirm that the facts alleged in the foregoing Verified Motion for Preliminary Injunction are true and correct to the best of my knowledge and belief.



Jeffrey Kluger
Manager of Plaintiff SANDRA J, LLC

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

BEFORE ME, the undersigned authority, personally appeared Jeffrey Kluger, who, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct to the best of her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me this 19 day of June, 2013.



NOTARY PUBLIC, STATE OF FLORIDA

NAME OF NOTARY PUBLIC
(PRINT, STAMP OR TYPE AS COMMISSIONED)

My Commission Expires:

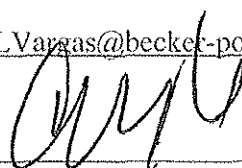


KARLA MATUS-GOMEZ
MY COMMISSION # DD 978655
EXPIRES: August 4, 2014
Recoded This Budget Notary Services

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was sent via e-mail this 19 day of June, 2013 to **Craig H. Coller**, Esq., Miami-Dade County Attorney's Office, 111 NW 1st Street, Suite 2810, Miami, FL 33128 (chc@miamidade.gov; cjs2@miamidade.gov; and elb2@miamidade.gov), and Perry M. Adair, Esq., Becker & Poliakoff, P.A., 121 Alhambra Plaza, 10th Floor, Coral Gables, FL 33124 (PAdair@becker-poliakoff.com; MLopez@becker-poliakoff.com; and LVargas@becker-poliakoff.com).

By: _____


ALLAN A. JOSEPH
Florida Bar Number: 893137
CHRISTOPHER M. DAVID
Florida Bar Number: 985163

Magali Valls06-24-2013

From: jseiden@olsrhh.com
Sent: Wednesday, June 19, 2013 5:25 PM
To: Magali Valls
Subject: Fwd: Hearing on City's and County's Motions to Dismiss
Attachments: I 11 Notice of Hearing 061713.pdf

Magali, please make a copy of this email and the attached Notice of Hearing and include them in the upcoming meeting agenda packet for the annexation update item. JKS

-----Original Mail-----

From: "Adair, Perry" <PAdair@becker-poliakoff.com>
 To: "jseiden@olsrhh.com" <jseiden@olsrhh.com>, "Adair, Perry" <PAdair@becker-poliakoff.com>
 Sent: Wed, 19 Jun 2013 18:53:18 +0000
 Subject: Hearing on City's and County's Motions to Dismiss

Jan

Attached is a Notice of Hearing reflecting that the Motions have been set for hearing on September 24th, 2013. According to the judge's JA, this is the soonest they could accommodate us on a date that worked for all counsel.

So we have a decision to make. If we want to try for an earlier date, we will need to convince the judge that the lawsuit is interfering with the progress of the annexation application. If the matter really is scheduled for Committee in July and the Commission in September (understanding that the agendas have not been prepared yet) what we are really concerned about is the possibility that the existence of the law suit will cause the Committee and/or Commission to defer the matter (as opposed to preventing it from being scheduled).

I am not optimistic the Court will see that as sufficient reason to advance the hearing, but I can certainly ask.

I do feel that to have any chance of the matter being advanced, we need to get the County to join in the request with us. As a practical matter, it will likely not do us much good to have our Motion heard sooner if the County's Motion remains set for September. We still face the same problem- the lawsuit remains pending.

Accordingly, if it is OK with you, I will call Craig Coller and explain what we want to do. If he is agreeable, we will try to get the hearing advanced. If not, then I am not sure it is worth the effort.

Got the signed engagement letter and the cost deposit. Thanks

[Becker & Poliakoff]<<http://www.becker-poliakoff.com/>>

Perry M. Adair
 Attorney/Managing Shareholder

Alhambra Towers
 121 Alhambra Plaza, 10th Floor
 Coral Gables, FL 33134

305.260.1016 Phone
 305.442.2232 Fax

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www.becker-poliakoff.com<<http://www.becker-poliakoff.com>>
www.businesslitigationperspectives.com

Our clients' total satisfaction is our #1 priority. The Becker & Poliakoff Client CARE Center is available for questions, concerns and suggestions. Please contact us at 954.364.6090 or via email at CARE@becker-poliakoff.com<mailto:CARE@becker-poliakoff.com>.

The City of Miami Springs is on [Twitter](#) and has a website [MiamiSprings-FL.Gov](#)



Please save a tree. Don't print this e-mail unless it's really necessary.

**IN THE CIRCUIT COURT FOR THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

SANDRA J, LLC, a Florida limited liability company, REALTY DEVELOPMENT INVESTMENT, LTD., a Florida limited partnership, RAUL V. MEDINA, JR., an individual, RECHTIEN HOLDINGS, LLC, a Florida limited liability company, PAN ATLANTIC CORPORATION, a Florida corporation, ROBERT YGLESIAS, an individual, G E R P PROPERTIES, LLC, a Florida limited liability company, ATLAS INVESTMENT CORP., a Florida corporation, COSTEX CORPORATION, a Florida corporation, and AIRPORT CENTRE, INC., a Florida corporation,

General Jurisdiction Division

CASE NO.: 13-17742 CA 24

Plaintiffs,

vs.

CITY OF MIAMI SPRINGS, and
MIAMI-DADE COUNTY,

Defendants.

NOTICE OF HEARING
(30 Minute Special Set)

PLEASE TAKE NOTICE that the undersigned will call up for a hearing before the Honorable Sarah I Zabel, Judge of the above styled Court, at Miami-Dade County Courthouse, 73 West Flagler Street, Room 525, Miami, Florida 33130 on **Tuesday, September 24, 2013 at 4:30 p.m.** or as soon thereafter as can be heard:

**MIAMI-DADE COUNTY'S MOTION TO DISMISS FOR LACK OF SUBJECT
MATTER JURISDICTION**

AND

DEFENDANT CITY OF MIAMI SPRING'S MOTION TO DISMISS

I HEREBY CERTIFY that, prior to having a hearing on the Motion, the undersigned has made or shall make a good faith attempt to resolve the issues raised in the said Motion.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Respectfully submitted,

FUERST ITTLEMAN DAVID & JOSEPH, PL
Attorneys for Plaintiffs
1001 Brickell Bay Drive, 32nd Floor
Miami, Florida 33131
Telephone: (305) 350-5690
Facsimile: (786) 364-7995
Email: ajoseph@fuerstlaw.com
Email: cdavid@fuerstlaw.com

By: 

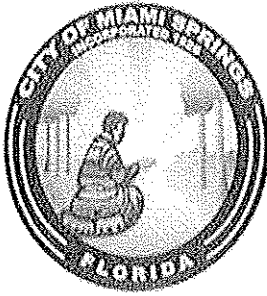
ALLAN A. JOSEPH
Florida Bar Number: 893137
CHRISTOPHER M. DAVID
Florida Bar Number: 985163

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was sent via e-mail this 17 day of June, 2013 to **Craig H. Collier, Esq.**, Miami-Dade County Attorney's Office, 111 NW 1st Street, Ste 2810, Miami, FL 33128 (chc@miamidade.gov; cjs2@miamidade.gov; and elb2@miamidade.gov), and Perry M. Adair, Esq., Becker & Poliakoff, P.A., 121 Alhambra Plaza, 10th Floor, Coral Gables, FL 33124 (PAadair@becker-poliakoff.com; MLopez@becker-poliakoff.com; and LVargas@becker-poliakoff.com).

By: 

ALLAN A. JOSEPH
Florida Bar Number: 893137
CHRISTOPHER M. DAVID
Florida Bar Number: 985163



CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5018

Agenda Item No.

City Council Meeting of:

6-24-2013

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager
William Alonso, Asst. City Manager/ Finance Director

FROM: Tammy Romero, Professional Services Supervisor

DATE: June 20, 2013

RECOMMENDATION:

Authorization to award Energy Conservation Measures contract to ConEdison and authorization to execute Energy Performance Contract between the City and ConEdison.

DISCUSSION:

As previously updated on the April 8th Council meeting (Attachment A) the City notified by email all 10 Energy Performance Contractors under the State of Florida contract Award, of the opportunity to respond to the City's Statement of Interest (SOI) of which we received 3 responses of interest from 1) ConEdison; 2) ESG; and 3) Trane.

The evaluation committee consisting of Ron Gorland, Jan Seiden, William Alonso and I all met with each company to discuss with them their overall programs. We directed all three vendors to provide their Preliminary Audits on or before close of business May 8th, 2013. Responses were received from ConEdison (Attachment B) and ESG (Attachment C). After careful evaluation, we asked each company to meet with staff for further discussion and presentation of each of their Preliminary Audits and assessments. Additionally we asked to see their sample contracts for our review (ConEdison contract- Attachment D and ESG contract- Attachment E).

The committee (mentioned above) met once again to discuss and rank the firms. Unanimously we agreed that ConEdison should be selected to perform an Investment Grade Audit (IGA), the next step once the Energy Savings Performance Contract has been executed. The committee agreed that both discussions and presentations were equal, however the overall selection was based on the following:

- o ConEdison had a more thorough Preliminary Audit
- o ESG's cost is \$10,000.00 vs. ConEdison's cost of zero for performing an IGA
- o BGA, Inc. is a ConEdison Solution Company which is a large well known, multifunction company.


PROFESSIONAL SERVICES APPROVAL:



CITY OF MIAMI SPRINGS
 Finance Department
 201 Westward Drive
 Miami Springs, FL 33166-5259
 Phone: (305) 805-5035
 Fax: (305) 805-5018

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager

FROM: William Alonso, Assistant City Manager/ Finance Director 

DATE: April 3, 2013

RE: **UPDATE FOR ENERGY CONSULTING SERVICES**

The State of Florida issued an ITN, (Invitation to Negotiate), number 973-320-08-1 (**Attachment "A"**) in which 10 Energy Performance Contractors (EPCO's) were qualified by the State to submit proposals for furnishing Energy Performance Contracting Services.

On February 4th, 2013, the City notified by email (**Attachment "B"**) all 10 Energy Performance Contractors, who qualified under the State of Florida contract Award, of the opportunity to work with the City of Miami Springs. Contractors were asked to respond to the City's Statement of Interest (SOI) (**Attachment "C"**) no later than February 27th, 2013.

We received 3 responses of interest from 1) ConEdison; 2) ESG; and 3) Trane. The evaluation committee consisting of Ron Gorland, Jan Seiden, Tammy Romero and I all met with each company to discuss with them their overall programs.

At this point, we have directed all three vendors to provide their Preliminary Audits on or before close of business May 8th, 2013 (**Attachment "D"**). Once responses have been received we will begin our process of selecting an Energy Service Company (ESCO). If necessary, the companies may be asked to participate in an Oral (Q&A) Presentation of which details will follow at a later date.

The next step thereafter would be for the committee (mentioned above) to meet again and evaluate each companies overall response and rank them accordingly. A selection of an ESCO is expected by mid May at which point a recommendation will be made to Council to award and enter into an Energy Savings Performance Contract with that company.

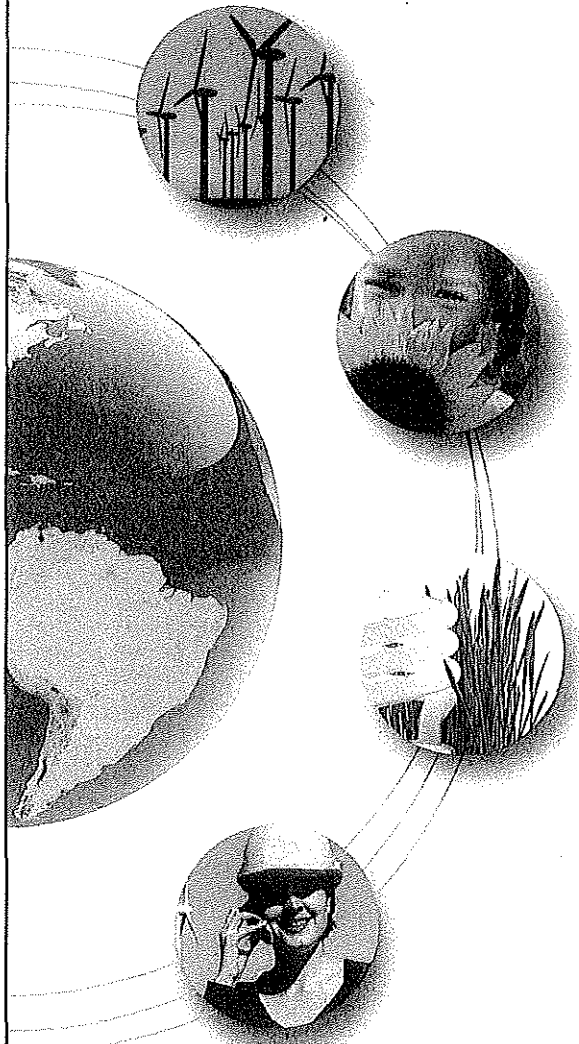
Professional Services approval 



May 8, 2013

City of Miami Springs

Preliminary Energy Audit

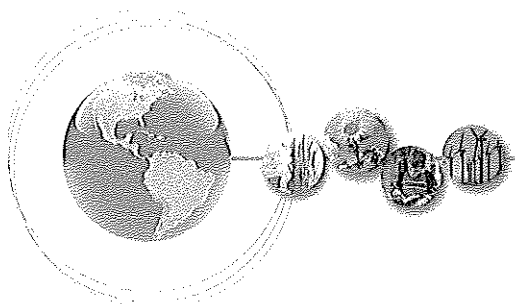


BGA, Inc.
A ConEdison Solutions Company
3101 West Dr. Martin Luther King, Jr. Blvd.
Suite 110
Tampa, FL 33607

Doug Hennen
Tel: (813) 375-3333
hennend@conedsolutions.com

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Executive Summary

As an introduction, BGA, Inc. (“BGA”), a ConEdison *Solutions* Company, has been a Florida focused business since its inception in 1986 specializing in analyzing, engineering and implementing energy conservation projects. ConEdison *Solutions*’ Florida Office (aka BGA) has an extensive staff of energy and engineering professionals including the credentials of licensed professional engineers, licensed general contractors, licensed mechanical contractors, Certified Energy Managers, Certified Lighting Efficiency Professionals, and Leadership in Energy and Environmental Design (LEED) Accredited Professionals. BGA will be referred to as ConEdison *Solutions* throughout the remainder of this document.

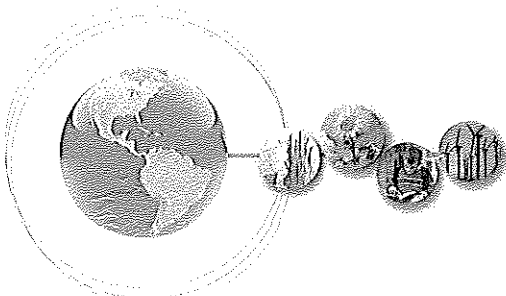
The primary goal of ConEdison *Solutions*’ proposed Performance Contracting Program is to identify and implement Energy Conservation Measures (ECMs) which will reduce the City’s energy usage, energy costs, and operating costs while at the same time generating attractive returns on the capital investments required to generate the savings.

The first step of a Performance Contracting Program is the Preliminary Energy Audit (PEA). The purpose of the PEA is to determine the feasibility of an energy savings contract. In addition, ConEdison *Solutions* uses the PEA to help provide the necessary information for the City of Miami Springs to begin customizing a program that best meets your needs. The PEA will provide an overview for the following:

- Energy conservations measures that will reduce costs and enhance City infrastructure;
- Various options for lighting, HVAC, and other improvement solutions to allow the City to make educated decisions that best meet long term financial and facility goals;
- Identification of potential capital improvement needs that may be in the City’s best interest;
- The potential to incorporate long-term City improvement plans using savings to offset some or all of the costs while using low-interest financing to realize the improvements now.

ConEdison *Solutions* can develop a Performance Contracting Program that combines quicker payback Energy Conservation Measures (such as Lighting, EMS, and Controls Improvements) with longer payback HVAC modifications which enhance comfort while increasing energy and operating efficiency. The end result is a self-funding program that can pay for itself within a prescribed timeframe that will meet the requirements of the Florida Energy Performance Contracting Legislation for Municipalities.

ConEdison *Solutions*’ Florida Office has been helping Florida Cities, School Districts, Colleges, Universities, and other facilities save energy and solve problems since its inception in 1986. We are looking forward to helping the City of Miami Springs save energy and provide comfortable, productive, and healthy environments for its employees and residents.



Following are some of the advantages of the ConEdison *Solutions* program:

- ✓ **No risk Investment Grade Audit (IGA)**
- ✓ Energy Policy Act of 2005 tax deduction sharing
- ✓ **Act as City's advocate – vendor neutral approach**
 - ❖ City can direct purchase equipment from manufacturers
 - ❖ We will utilize the City's preferred local contractors
- ✓ In-house self perform business model
- ✓ Open book pricing – **ECM MasterPlan**
- ✓ **Below industry standard overhead & cost structure**
- ✓ **Highly experienced Miami Springs project team**
- ✓ **We have the Horsepower!!**
 - ❖ **We have completed over 3,500 Investment Grade Energy Audits in Florida**
 - ❖ Over \$1.5 billion in energy services provided annually
 - ❖ Strong corporate bonding & insurances
 - ❖ Corporate performance guarantees
 - ❖ Leverage favorable financing terms, conditions & rates
 - ❖ Extensive renewable technology experience
 - ❖ Highest NAESCO (National Association of Energy Service Companies) certification
 - ❖ ConEdison's Jim Dixon is current NAESCO Chairman of the Board

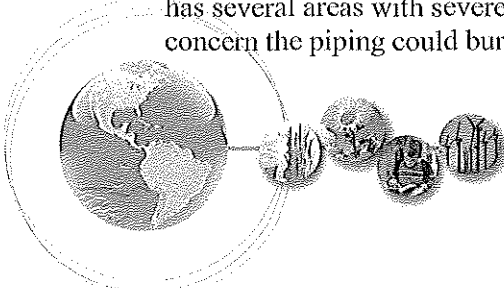
PRELIMINARY ENGINEERING AUDIT OVERVIEW:

ConEdison *Solutions* has completed a Preliminary Energy Audit (PEA) for the City of Miami Springs. The PEA targeted several facilities in the City namely the City Hall, Public Works Building, Recreation and Community Center, Senior Center, and Golf Course. Additional areas that are for further consideration include the public parks and the street lighting.

The objective of the PEA was to identify potential energy conservation measures that will provide a budget neutral solution to address some of the City's key infrastructure improvement needs, including the concerns related to "duct-work issues" at City Hall. The goal is for all improvements to be paid for using both energy and operational savings associated with the energy conservation measures.

Based on interviews with the staff, the primary area of concern is related to the aging ductwork at City Hall. We have completed preliminary development for three mechanical solutions that will address this issue. In addition, the following issues and goals were noted by various staff members:

- The water piping in the City Hall building is the original galvanized metal piping. The piping has several areas with severe corrosion and several patches have been installed. There is concern the piping could burst and result in flooding the City Hall building.



- The restrooms in City Hall do not meet current ADA standards.
- The City desires to install new bollard lights along Westward Drive, similar to what has already been completed along Curtiss Parkway.
- The outdoor pool is in need of extensive repairs that will cost in the neighborhood of \$400,000-\$1,000,000+ at the Community Center. In addition, the City would like to relocate the pool and build a new pool in the adjacent parking lot.

ConEdison Solutions will work with the City of Miami Springs to incorporate as many of the key City initiatives as desired by the City Administration. Each of our projects is customized to meet the goals and objectives of our clients. Pros and cons of various potential solutions will be discussed, along with the financial Performa to give the City the information necessary to make informed decisions.

As part of the PEA, ConEdison Solutions has performed the following engineering analysis:

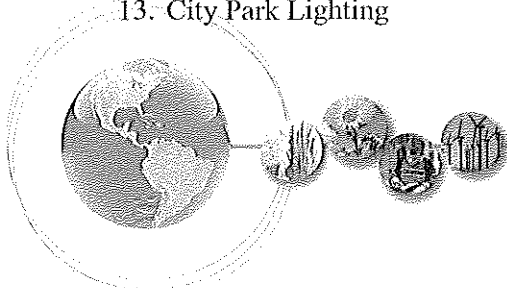
- ✓ **Building-by-building lighting, plumbing, and mechanical audits**
- ✓ **Temperature and humidity data logging**
- ✓ **Occupancy data logging**
- ✓ **Preliminary development of financial and facility options for various improvements**

The PEA included extensive interviews with City personnel along with extensive data collection and equipment inventory. Energy calculations were performed using commercially available software that takes into account the interactive effects of lighting and HVAC loads.

As a result of this engineering effort, ConEdison *Solutions* has developed a “menu” of Energy Conservation Measures that the City can use to select a project for implementation under the EECBG program. We refer to this “menu” as the **ECM MasterPlan**. Provided on pages 39 to 40 of this report is the menu of Energy Conservation Measures (ECMs).

A summary of the Energy Conservation Measures (ECMs) identified for the sites surveyed as part of this initial energy audit include:

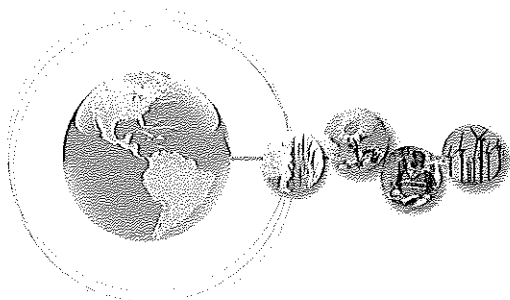
1. Interior Lighting System Improvements and Occupancy Controls
2. Exterior Building and Parking Lot Lighting
3. Water Conservation Measures
4. Heating, Ventilating and Air Conditioning (HVAC) System Improvements
5. Energy Management and Control System Modifications
6. Street Lighting
7. Pool Automation and Control
8. On-site Hypochlorite Generation
9. Supplemental Solar Thermal Pool Heating
10. PC Power Management
11. Vending Machine Controls
12. Ice Machine Heat Exchanger
13. City Park Lighting



14. Park irrigation – N/A
15. Additional ECMs to be further investigated

Recommendation and Next Step

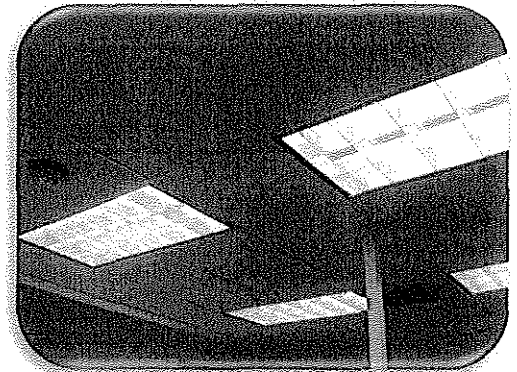
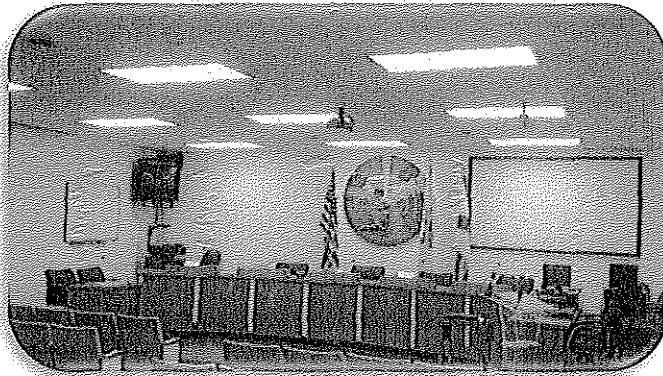
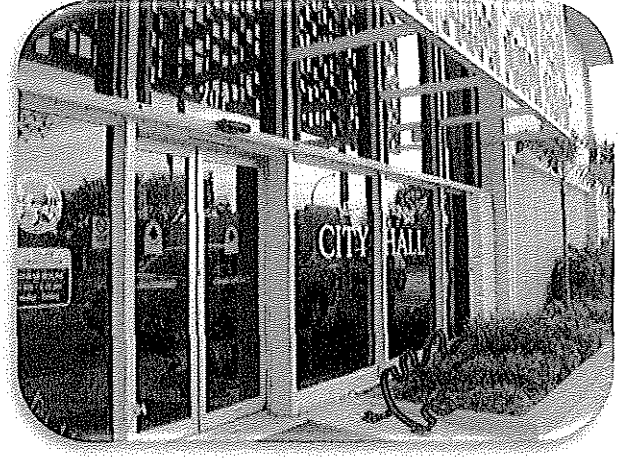
The next step of the process is for the City of Miami Springs to select a partner to perform and Investment Grade Audit and customize the improvements to meet the needs of the City in accordance with the Florida Performance Contracting State Term Contract (ITN No. DMS 973-320-08-1).



Facility Descriptions

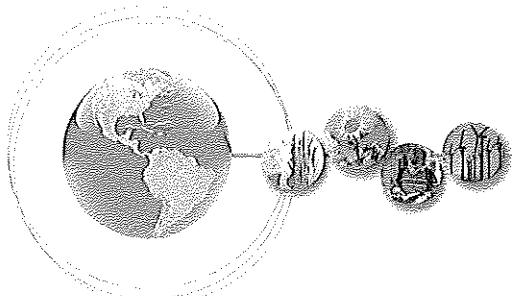
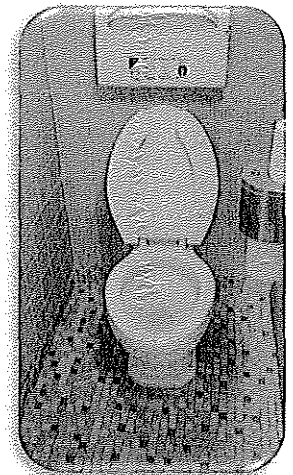
CITY HALL

The City Hall building located at 201 Westward Dr in Miami Springs, Florida is almost 60 years old and has approximately 18,000 square feet of mixed use spaces. The facility has multiple uses and includes the police department and a fire station for the City of Miami Springs. The north side of the facility includes the bays for housing the fire engines and a dormitory area for the fire fighters. The south side of the facility is a two-story structure that serve as general administration and dispatch for both the fire rescue and police. The second story includes additional administrative offices and the Counsel chambers.



The majority of the interior lighting is 32W T8, with exception of a few areas with T-12 lighting. Lighting levels appear appropriate in all areas, with the possible exception of the apparatus floor in the fire department section of the facility. There were no lighting controls noted in the facility.

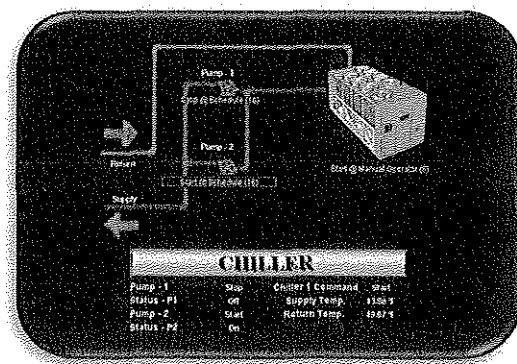
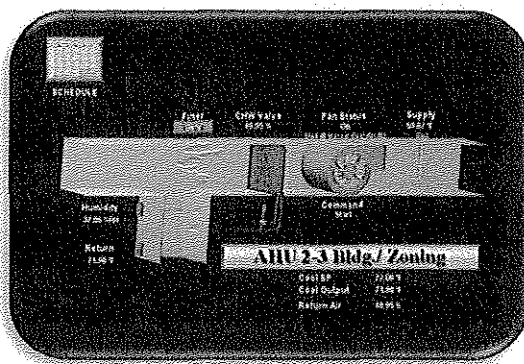
Plumbing fixtures throughout the facility consisted of 3.5 gpf floor mounted water closets with manual flush valves and 1.6 gpf urinals. Existing lavatory faucets are manual with high flow aerators. Hot water is produced by electric domestic hot water heaters. It was also noted during the walkthrough that the restrooms do not meet current ADA standards and the existing water piping is the original galvanized piping that is in poor condition.



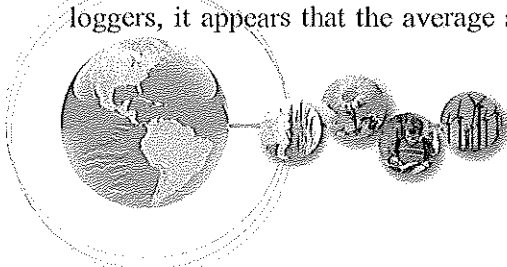
The building's mechanical systems consist of both chilled water and direct expansion (DX) systems. The facility utilizes (1) nominal 70 ton Trane air-cooled chiller (RTAA-070) to produce the chilled water that serves the air handling units (AHUs) located throughout the building. Chiller (CH-1) is 7 years old and in fair condition. The chilled water is distributed using (2) 5hp constant volume pumps. The facility utilizes (6) chilled water AHUs which provide constant volume air-flow to the spaces. Each unit has three-way control valves installed. In addition, a section of the 2nd floor is served by a 10-ton Carrier DX Packaged RTU (50TC-D12) with a constant air volume air distribution system.

The chilled water system is controlled by an Invensys DDC control system. The following is a brief summary of existing control system operation:

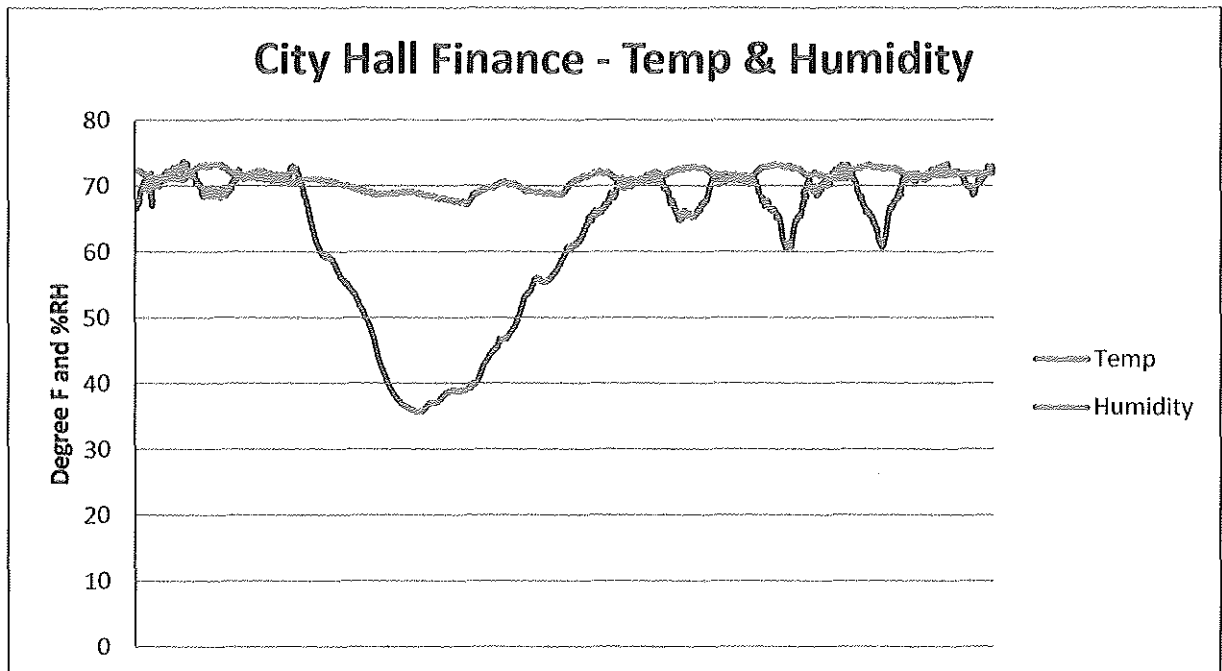
Unit	Area Served	Schedule	Notes
AHU 1-1	1 st Floor West - Finance Office	24/7 @ 71 degrees	
AHU 1-2	Fire Station	24/7 @ 71 degrees	
AHU 1-3	Police Station	24/7 @ 71 degrees	
AHU 1-4	Fire Station Dorms	24/7 @ 71 degrees	
AHU 2-1	2 nd floor West - Building & Zoning	M-W 3:30AM to 9PM T-F 4AM to 6PM @ 73 degrees Off - Sa/Su	
AHU 2-2	2 nd floor Board Room	24 hours and Sa- Su 7:30AM to Midnight @ 71F	CO ₂ sensor installed but no control logic and sensor is out of calibration
AHU 2-3	2 nd floor East - Offices		Dirty filter noted
RTU	2 nd floor West - Detective Offices	Stand-alone thermostat	



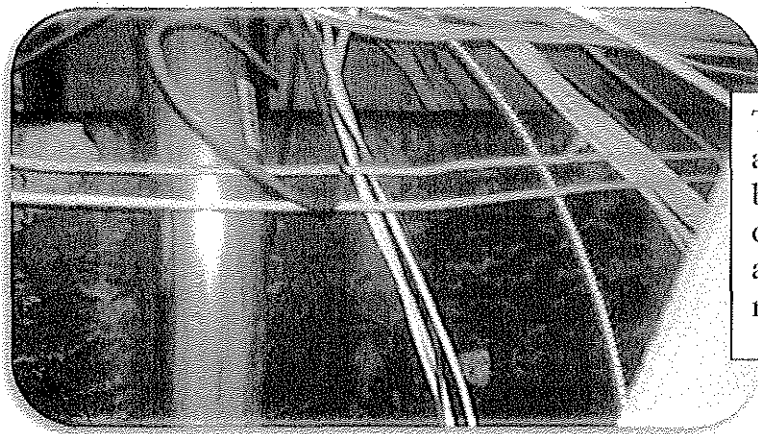
As part of the audit, data loggers were placed throughout the facility for two weeks to record the space temperature and relative humidity (RH) in various spaces. After analyzing the results from the loggers, it appears that the average space temperature throughout the facility is about 71°F with an



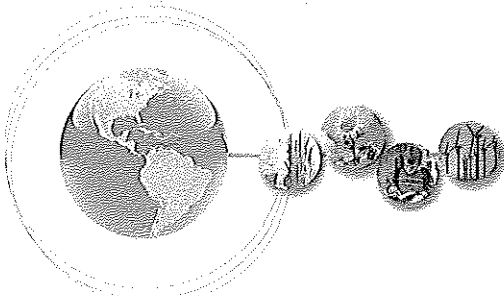
average swing of approximately 2°F above and below that point. At this temperature, the average relative humidity in that space was approximately 70-75% due to the lack of any humidity control. The maximum threshold that ASHRAE recommends for an indoor environment is a relative humidity of 60%.



In addition, it appears that the entire mechanical system is in need of a thorough cleaning that will improve system performance. It was noted that several of the air returns were significantly plugged with dirt build-up which will negatively affect system performance. In addition, it was noted that the majority of the ductwork has asbestos insulation.



The picture to the left shows the asbestos duct insulation (the dark brown and black) as well as some of the interference that would be associated with a ductwork replacement project.

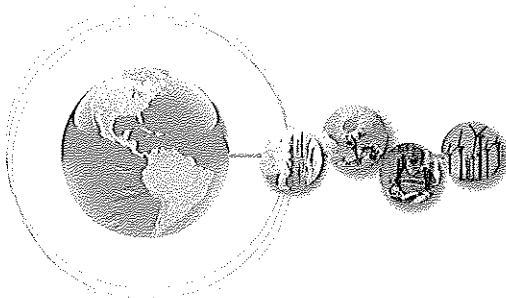


Potential ECMs for City Hall include:

1. Lighting improvements - 28W or 25W T8 lamps and ballasts retrofit. Lighting Controls
2. Water Conservation- retrofit all fixtures (restrooms currently not ADA compliant)
3. Mechanical – replace aging chilled water pump with high efficiency pump.
4. Mechanical – Convert loop to constant primary- variable secondary loop
5. Mechanical- convert 3-way valves to 2-way valves at AHUs
6. Controls – Upgrade existing controls to utilize DCV on AHU 2-2; variable secondary pumping; Additional averaging temperature sensors in each zone. Optimal start/stop. Night setup/setback. VFDs on AHU 2-1 & 2-6.
7. Building Envelope - Solar UV Window Film- All windows
8. Building Envelope- Install vestibule door at main entrance.

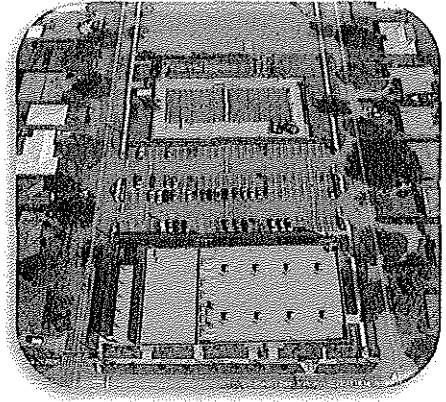
City Hall Facility Improvement Measures (FIMs)

1. Mechanical Design- replace ductwork throughout the building; relocate diffusers configuration to match current floor layout; add VAV boxes to new air distribution system to zones currently served by AHU 2-1 & 2-3
2. Plumbing Design- Bring public bathroom on first floor up to ADA compliance
3. Domestic plumbing system pipe replacement

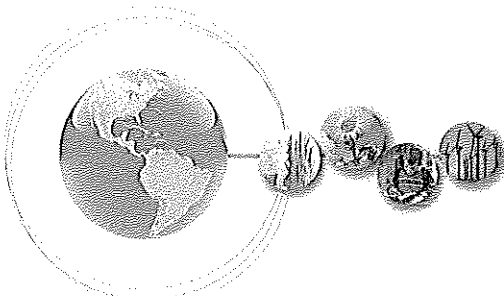


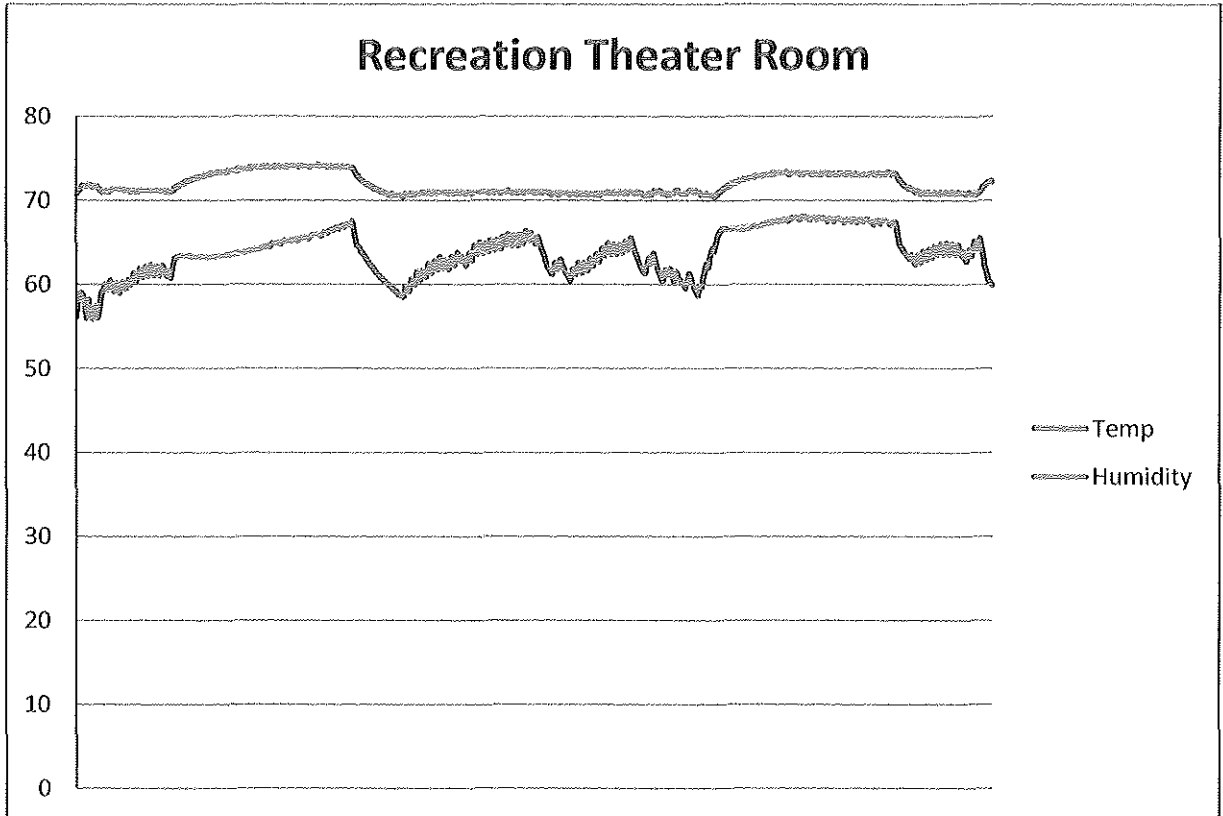
RECREATION COMPLEX

The Recreation Complex is a new building, built in 2010, that is located at 1401 Westward Drive. The facility is three stories and approximately 32,900 ft² and includes a gymnasium, multi-purpose room, theatre, indoor track, and office spaces. The hours of operation are M-F 6AM to 9:30PM Sa 7PM to 8:30 PM Su 9AM-7PM.

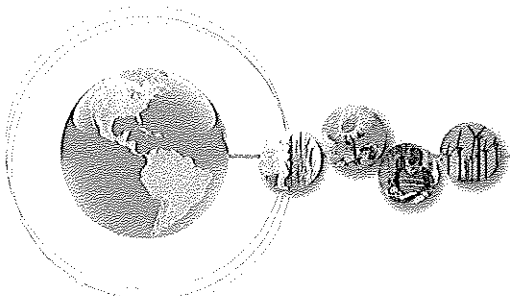
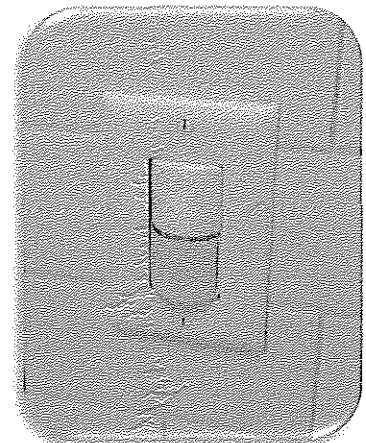
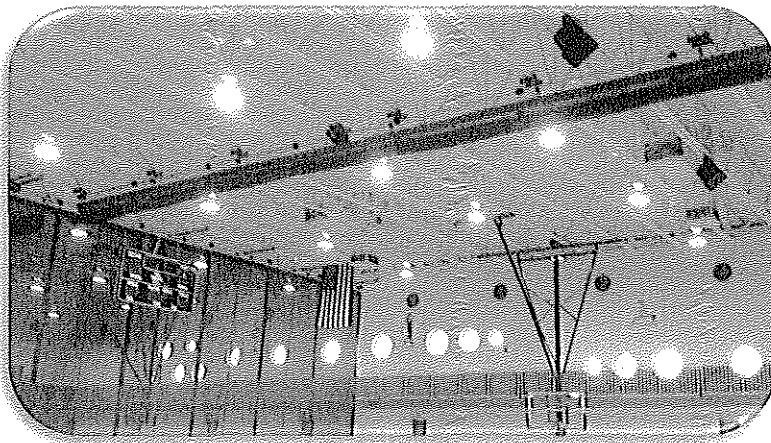


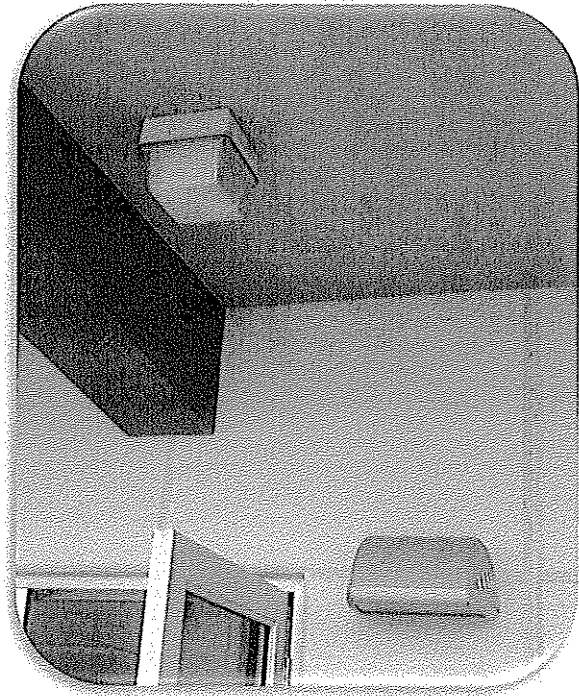
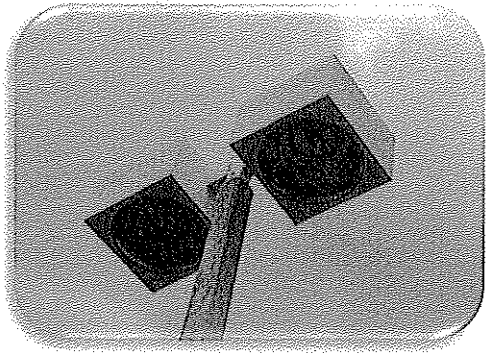
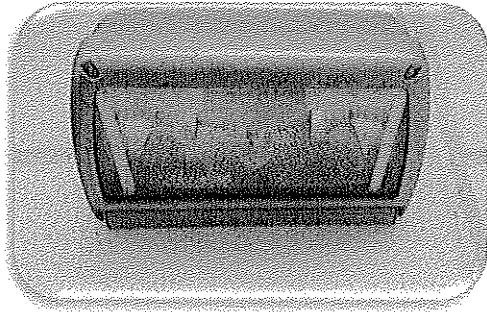
The heating and air conditioning is provided by 14 Trane DX roof-top units that are still in good condition and 3 split systems. The heating and air conditioning is controlled through a Distech DDC Building Automation System.



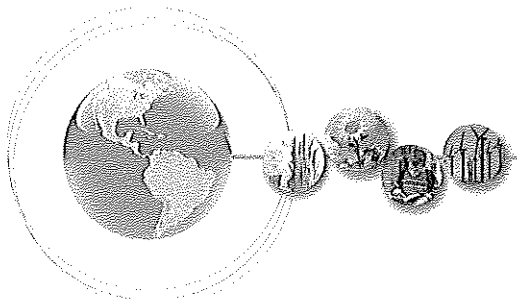


The lighting in the majority of the facility is efficient 32W T-8 with some compact fluorescents. The gymnasium lighting is HID. The outside lighting is HID and compact fluorescent. The majority of the interior spaces, with the exception of the gymnasium, are controlled with motion sensors.





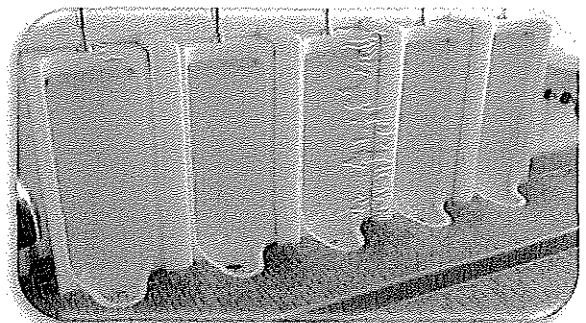
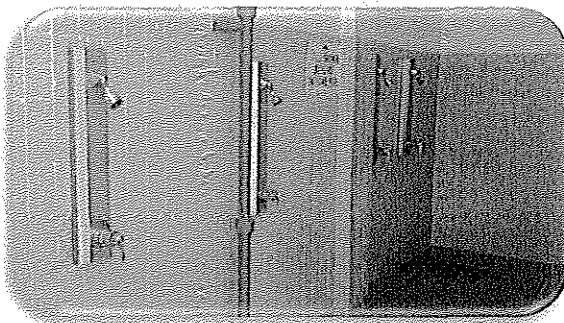
The interior plumbing fixtures are newer and efficient low flow devices.



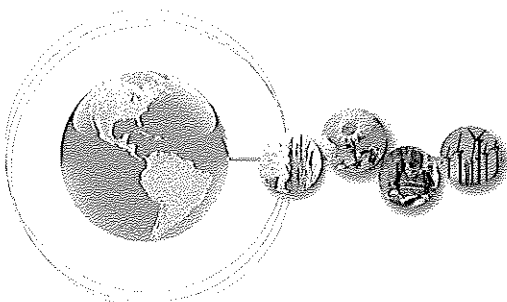
RECREATION COMPLEX – POOL FACILITY



The Miami Springs pool and pool-house are located adjacent to the Recreation Complex. The pool is utilized year round and was constructed in approximately 19XX. Presently the pool is in need of some significant repairs that will cost in the neighborhood of \$400,000 to \$1,000,000+ based on interviews with the Recreations Director. In addition, it was noted that the City would like to build a new pool in the adjacent parking lot.

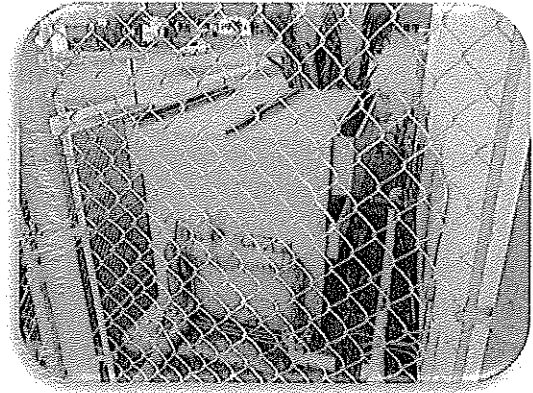


The Pool House contains the pumping and chemical treatment system for the pool. This facility also has men's and women's shower and restroom facilities. The majority of the facility is somewhat dated and the plumbing fixtures are all older inefficient fixtures.



The pool is heated by a 3.2MMBTU Teledyne Laars natural gas heater, Model # AP3200EN18CCACJX and S/N C00J11548. There is a 20 HP Baldor recirculating pump that runs 24/7. The pool control consists of an older Strantrol 6 control system.

The pool water is presently treated with liquid hypochlorite (primary disinfectant), muriatic acid, CO₂, chlorine and calcium to maintain water chemistry. The annual budget for the pool chemicals is \$25,000.



The pool is open to the public per the following schedule for approximately 9 months per year:

- Pool – hours: M-F 11AM to 1 PM then 3PM to 8 PM; Sa & Su 1PM to 5PM

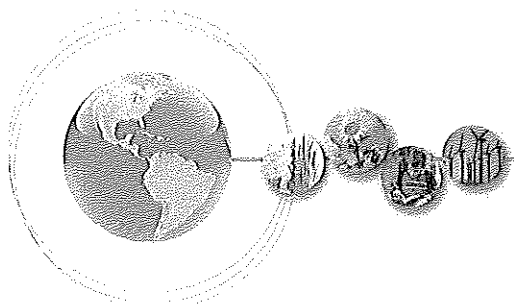
The pool remains in operation for the entire year to support school and competitive activities.

The potential Community Center ECMs:

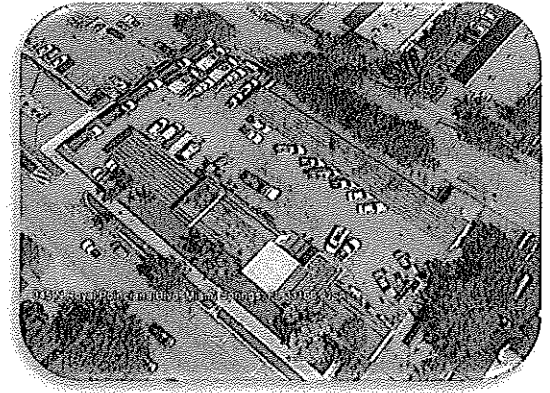
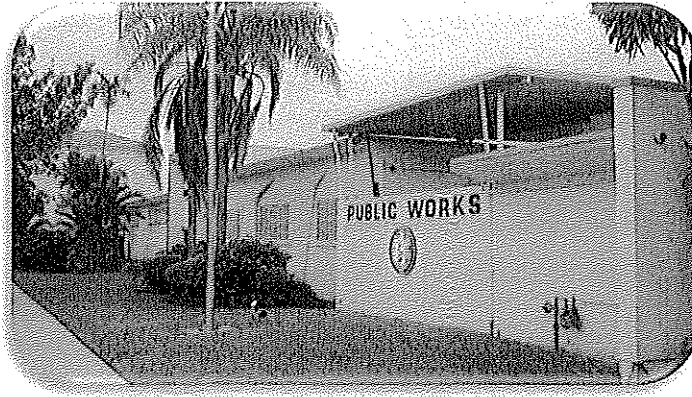
1. Select Lighting Retrofits
2. Water Conservation
3. Mechanical – Install ERV(s) to serve RTUs
4. Controls – integrate existing EMCS onto County Network with new EMCS provided for the other facilities. Integrate ERVs. Review existing controls for additional control strategies opportunities
5. Install new BECSys 7 Pool Automation Control System with VFD to control pumps, heaters filter and backwash
6. Hypochlorite On-site Generation
7. Supplemental Solar Thermal Water Heating System for Pool
8. New Natural Gas Condensing-Type Boiler for Pool
9. Liquid Pool Cover

Additional consideration:

1. The City would like to build a new pool. The existing pool is in need of a major repair that will cost approximately \$400,000-\$1,000,000+. In addition, there are several efficiency improvements associated with the existing pool and equipment which may help to offset part of the construction of a new pool if the City should decide to consider this approach.



Public Works Building



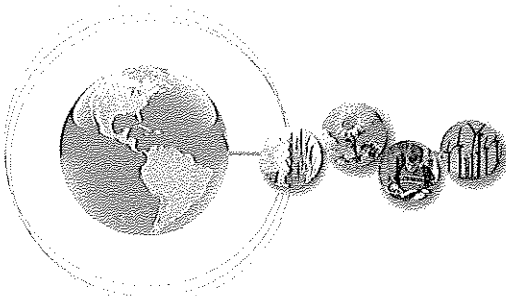
The Public Works Building is located at 345 N Royal Poinciana Blvd. It consists of two block structures that are approximately 7,300 ft². The structures consist of administrative offices, an employee break room, and mechanical bays for vehicle maintenance and repair, storage, staff weight room, and refueling station. The hours of operation are Monday thru Friday from 6AM to 4PM.

The lighting in the facility consists of predominantly T-12 fluorescent with some T-8 lighting in the administrative areas.

The heating and air conditioning for the facility consists predominantly of a split system and several window units. The main office is served by a Rheem 2-ton DX split system controlled by a electric non-programmable thermostat. There are 9 window air conditioners serving various small offices, weight room and storage areas throughout the buildings, these window units are all controlled by on-board on/off warmer cooler controls.

Public Works ECMs

1. Lighting Retrofit
2. Water Conservation – Bathroom fixtures retrofit
3. Controls -Stand-alone 7 day Programmable Thermostat for DX split AHU
4. Mechanical - Replace 5 window units with ~ 5 Mitsubishi Mr.Slim M Series mini split DX systems. Spec units to come with 7 day programmable thermostat (estimate at 12,000-18,000 Btu each)



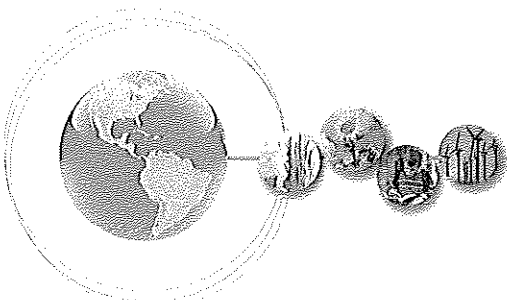
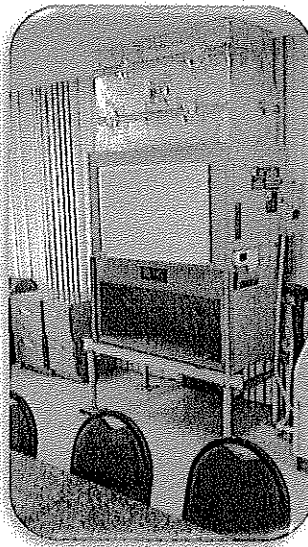
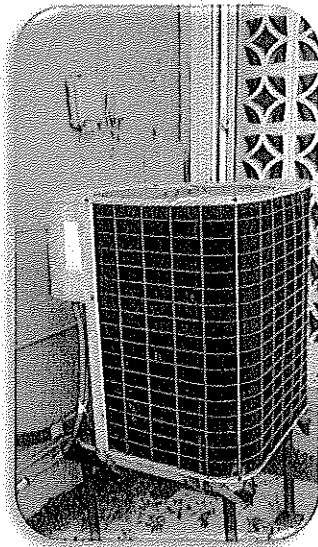
Senior Center

The senior center is located at 343 Payne Dr and is a single story building, which consist of a large community center open room with maximum occupancy of 240 people. A small exterior accessed restroom is at the side of the facility, this restroom is actually a part of the adjoining Prince Field Park (city-owned). Its hours of operation are Monday thru Friday 8AM - 6PM, some after hours and weekend use for rentals in community room.



The facility is served by 3 DX split systems controlled by non-programmable thermostats.

- a. Rheem 5 ton – M#I3AJ60A01757 208-230v/1ph installed 2011
- b. Trane 7.5 ton – M#TTTA090A300FA 208-230v/1ph installed 2008
- c. Nordyne 5 ton - nameplate worn - matching AHU M# B2Bv060k-C

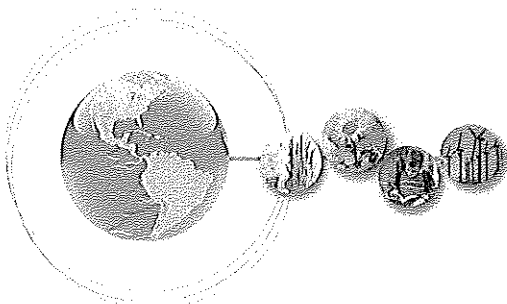


The main gathering hall for the center used to be an open air area that has now been enclosed using sliding glass doors that allow air infiltration and provide little insulating value.



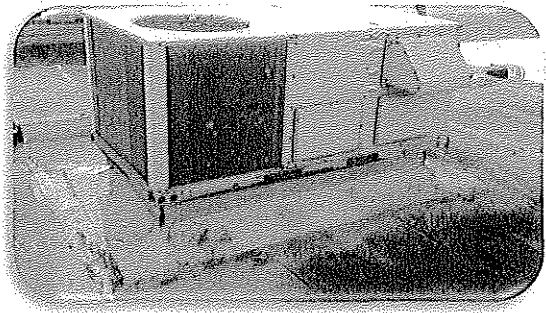
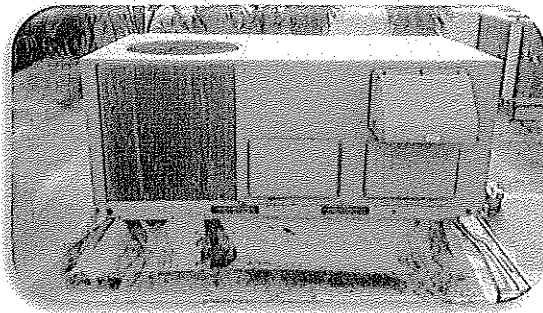
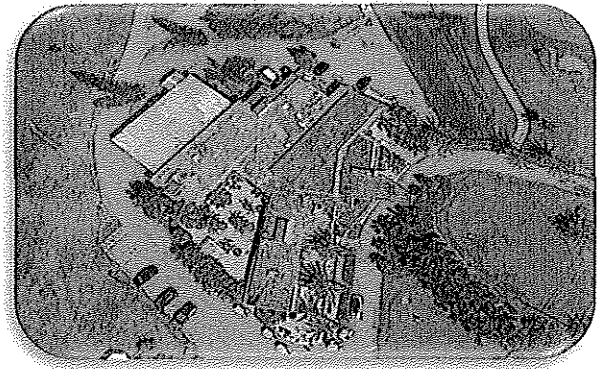
Senior Center ECMs

1. Lighting Retrofit- 25-28W T8 retrofit
2. Water Conservation- plumbing fixtures
3. Mechanical – replace 5 ton Nordyne DX split system. Include cost for new metal stand on existing concrete pad to elevate unit (flood zone).
4. Controls – Provide and install energy management control system – include 3 Terminal Equipment Controllers (TECs), Supervisory Controller, CAT5 network cable to City's intranet.
5. Building Envelope – Solar UV Window film – All windows in community room
6. Maxim-Icer for the ice machine



Golf Course

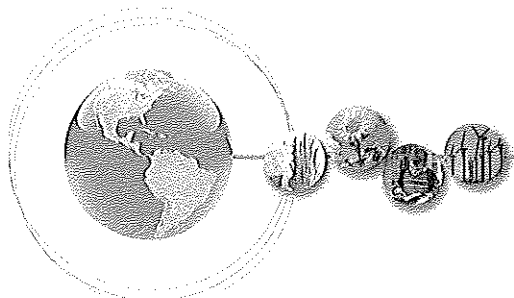
The City owns the golf course located at 650 Curtiss Pkwy that is sub-leased to a private operator. The clubhouse is a single story building which houses an event rental room, pro-shop, restaurant with full kitchen. The roof on one section of the building has been recently replaced. A golf cart charging shed is attached to the building, which has 80 ceiling mounted 48V charging stations for the 73 golf carts at the facility. The hours of operation are M-Sa 6AM to 9PM Su 6AM to 5PM.

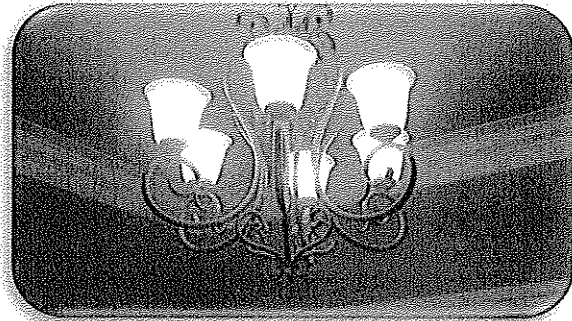


The heating and air conditioning is provided by 7 packaged DX RTUs on the roof of the facility and 3 DX split systems. Non-programmable thermostats control all units. All zones are constant volume:

- RTU-1: York 5 ton pkgd RTU; M# D4CE060 208-230v/1ph
- RTU-2: York 5 ton pkgd RTU; M# D4CE060 208-230v/1ph
- RTU-3: York 5 ton pkgd RTU; M# D4CE060 208-230v/1ph
- RTU-4: Carrier 5 ton pkgd RTU; M# 50HJ-006 208-230v/3ph install 2005
- RTU-5: Carrier 4 ton pkgd RTU; M# 50HJ-005 208-230v/3ph install 2006
- RTU-6: Carrier 4 ton pkgd RTU; M# 50HJ-005 208-230v/3ph install 2006
- CU-1: Rheem 4 ton DX split; M# 13AJA48A01 208-230v/1ph
- CU-2: Carrier 10ton DX split; M# 38AK-012
- CU-3: Carrier 2 ton DX split; M# 38AKS024

Significant decorative lighting exists, both inside and outside of the main facility. Concrete poles with field lighting are present in the driving range area but excluded from this evaluation. Dimming of lighting systems, decorative fixtures and the nature of a privately run business within a public facility all contribute to a significant design challenge. However, with the abundance of incandescent fixtures the opportunity for reduction is quite significant.

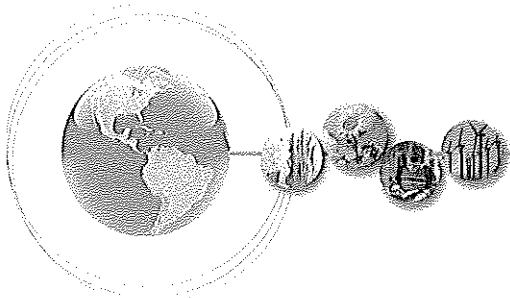




Exterior lighting is a mixture of HD and incandescent. Many HID fixtures are shattered and some are non-functioning. Incandescent lighting is typically used in decorative exterior fixtures.

Golf Course ECMs

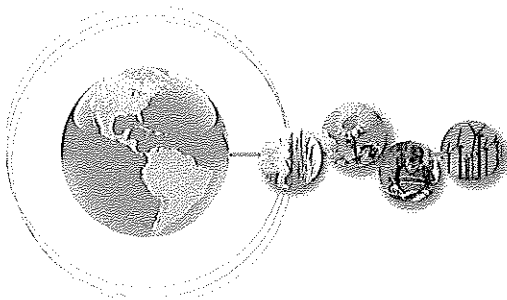
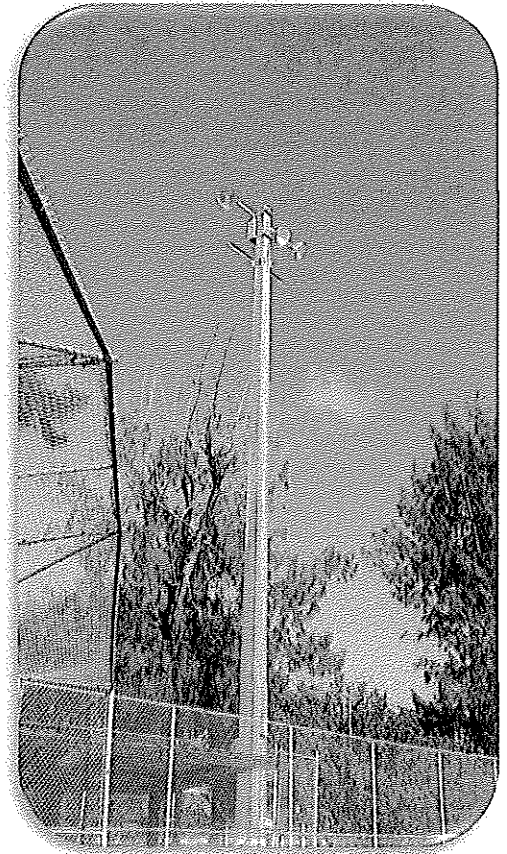
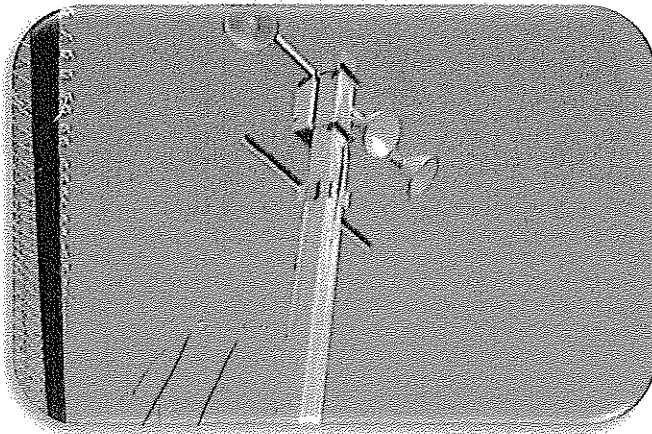
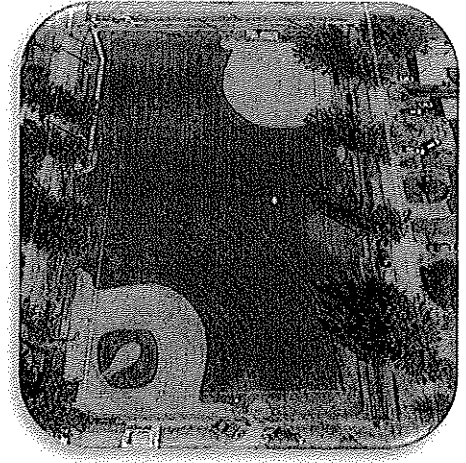
1. Lighting Retrofit
2. Water Conservation- Plumbing fixtures
3. Mechanical DX equipment replacement –
 - a. Replace one 20-ton split system
 - b. Replace one 10-ton split system
 - c. Replace two 4-ton packaged roof-top units
 - d. Install one 1-ton mini-split for the pro-shop
4. Mechanical – size and install ERV (quantity 2) on roof to serve each set of RTUs
5. New Energy Management Control System – TECs for 6 RTUs, 3 DX AHUs/ DDC controls for 2 ERVs
6. Solar PV retrofitted roof for Golf Carts – verify cart lease agreement.



City Parks

The City has 2 parks with ball fields. Prince Park has 12 poles – 38 luminaires with one additional pole that was abandoned in place. Stafford Park has 12 poles – 85 luminaires. It was noted that 13 of the lights were out during a night audit of Stafford Park. The lights are currently manually controlled and turned on Monday thru Saturday from 6PM to 9:30PM.

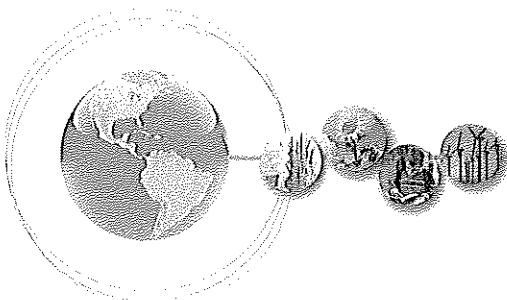
Relamping of the ball field lights is currently subcontracted. The elimination of subcontractor costs may offer significant savings for the City.



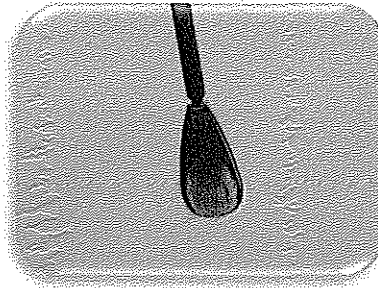
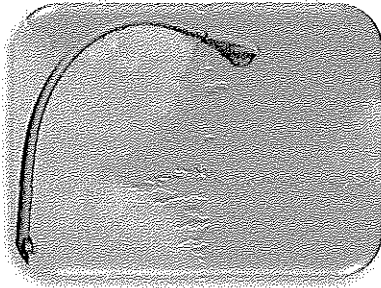
Additional City Information

IT Department:

The City of Miami Springs has 111 workstations with LCD monitors. Based on interviews with the IT department, there is currently no software used to help control power consumption. Managing a large fleet of PCs is expensive from an energy standpoint accounting for roughly 30% of IT's energy consumption. Taking a proactive approach to measuring and controlling energy usage pays for itself rapidly.

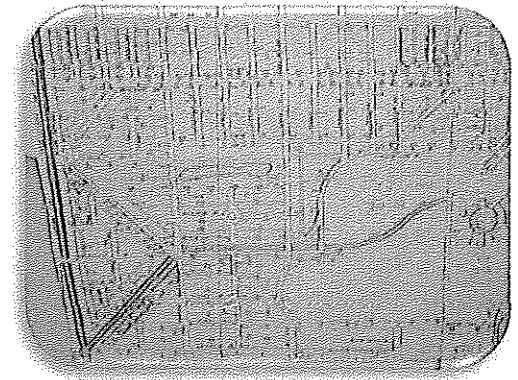


City Street Lighting:



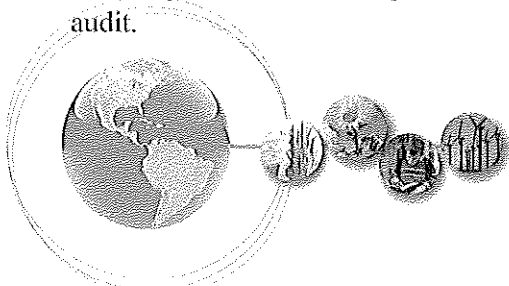
The City street lighting is the largest single energy bill paid by the City of Miami Springs. The City has a combination of street lighting of which 933 fixtures are owned and maintained by Florida Power and Light and 486 fixtures are owned by the City of Miami Springs. In addition, there are a number of bollard lights throughout the City.

The street lights have wattages that vary from 100 to 400 watts. The City is reportedly using 23 watt compact fluorescent lighting for the bollard lighting.



Existing City Owned Street Lights								
Type	Total Fixtures	Operating watts per Fixture	Total Fixture Watts	Operating Hours Per Day	KWh Per Day	Cost Per KWh	Total Avg. Cost Per Day	Total Cost Per Year
HPS	2	100	200	10	2.00	0.057	\$0.11	\$41.61
HPS	1	150	150	10	1.50	0.057	\$0.09	\$31.21
HPS	14	200	2,800	10	28.00	0.057	\$1.60	\$582.54
HPS	1	400	400	10	4.00	0.057	\$0.23	\$83.22
MH	400	175	70,000	10	700.00	0.057	\$39.90	\$14,563.50
MH	1	250	250	10	2.50	0.057	\$0.14	\$52.01
MH	33	400	13,200	10	132.00	0.057	\$7.52	\$2,746.26
Total								\$18,100.35

There are also approximately 20 additional lights that are owned by the City that are not in the above summary. Most of these lights are less than 100 watts and will be evaluated in the investment grade audit.



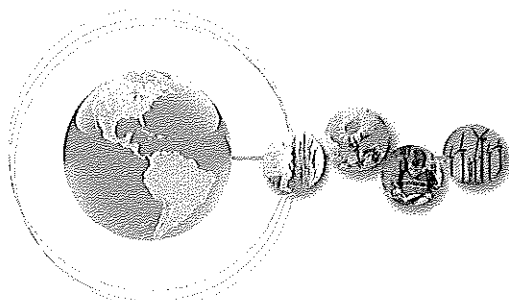
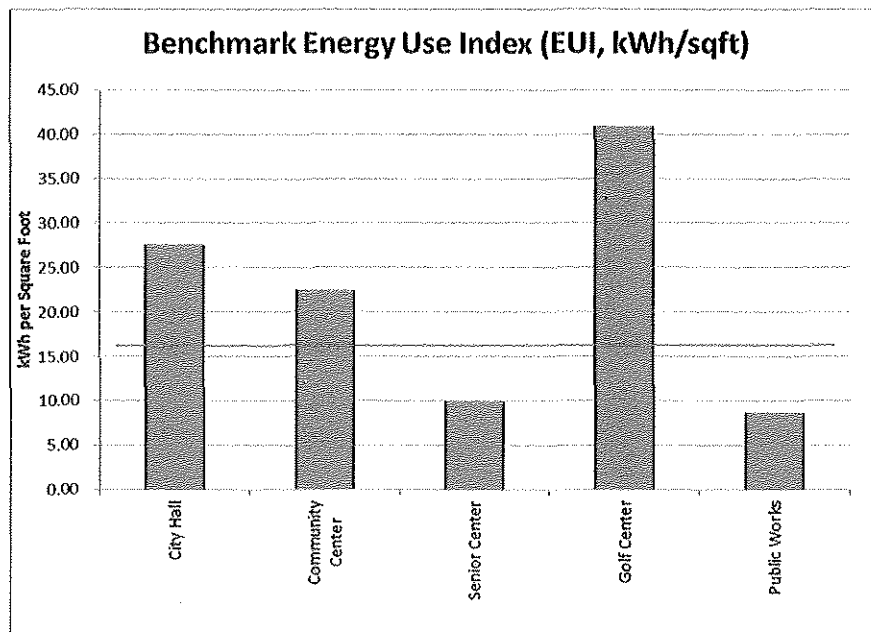
Baseline Analysis

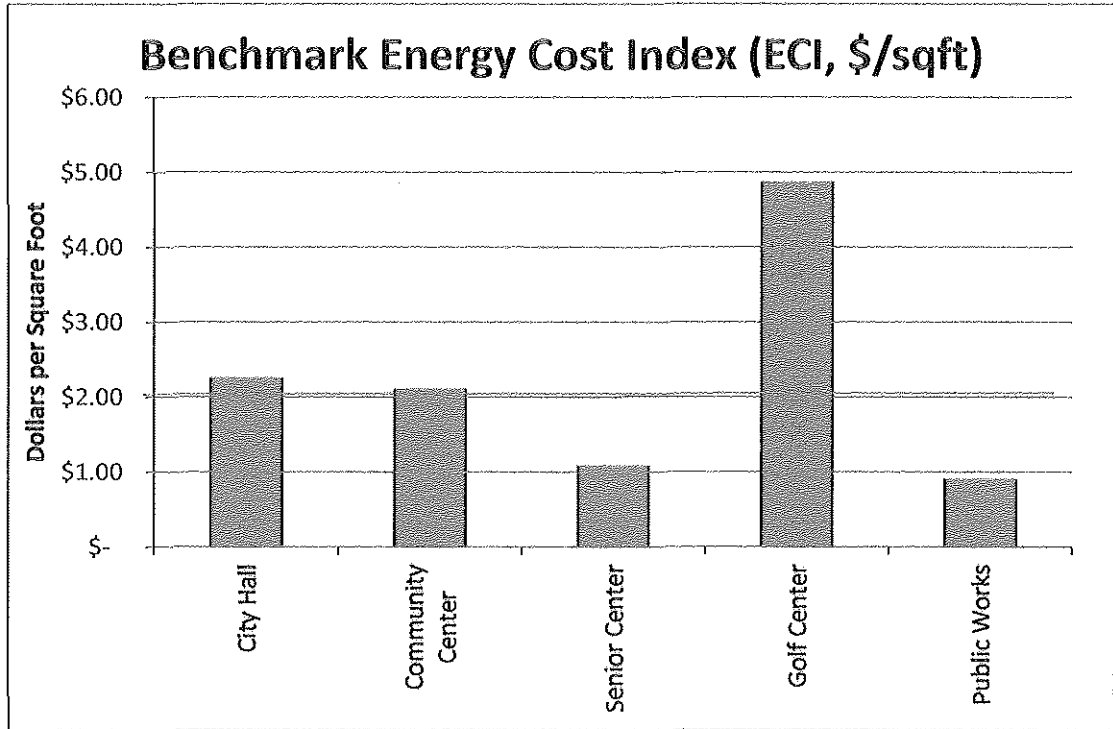
ConEdison *Solutions* engineers analyzed the utility bill information provided to establish a baseline energy consumption and to calibrate computer energy models used to analyze ECMs. Electricity is provided to each facility by FPL. Most of the facilities are on a general service demand rate structure.

The chart below summarizes the Utility Data for the audited facilities.

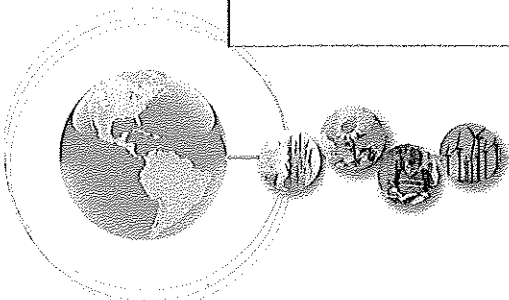
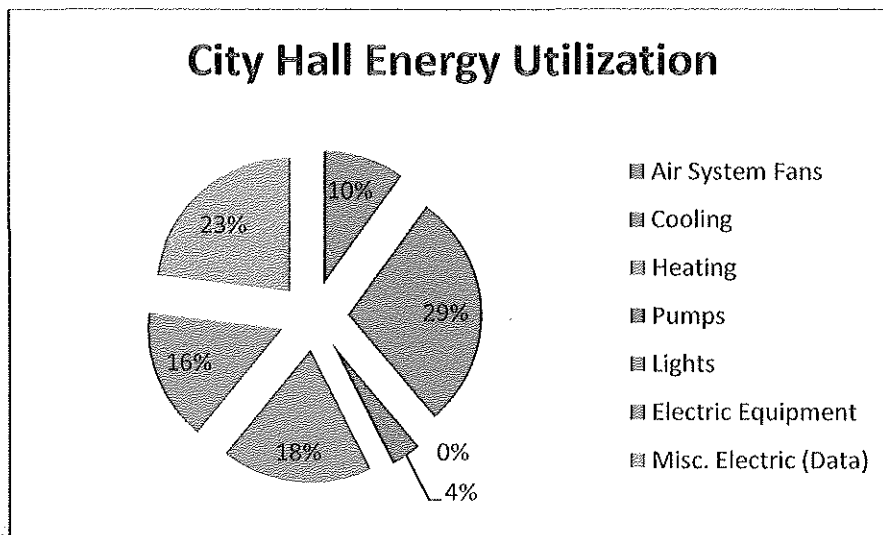
Location	Gross Square Footage (SF)	Annual Electricity			EUI kWh/sf	ECI \$/sf	10000 sqft/sf
		Consumed (kWh)	Demand (kW)	Cost			
City Hall	17,270	475,980	1,040	\$ 39,026	27.56	\$ 2.26	94.04
Community Center	32,937	740,604	2,403	\$ 69,488	22.49	\$ 2.11	76.72
Senior Center	7,700	76,309	346	\$ 8,403	9.91	\$ 1.09	33.81
Golf Center	14,000	571,884	2,839	\$ 68,228	40.85	\$ 4.87	139.38
Public Works	7,300	63,799	250	\$ 6,632	8.74	\$ 0.91	29.82
Totals	79,207	1,928,576	6,878	\$191,777			

The two indices used by ConEdison Solutions to evaluate a facility's energy use are the Energy Use Index (EUI) measuring of energy consumption per square foot and the Energy Cost Index (ECI) measuring the energy cost per square foot. The EUI and ECI are used to benchmark the facilities against each other and similar buildings. The charts below represent the EUI and ECI of each building.





In addition to the basic benchmarking, ConEdison *Solution* has also performed preliminary modeling of City Hall in order to better determine how energy is being used in the facility. The building model acts as a check-and-balance to ensure savings projections are realistic. For instance, the model indicates that total electric usage for heating and cooling has a cost of \$16,800 per year. This would indicate that savings attributed to the HVAC system in excess of ~\$8,000 may begin to be unrealistic.



Methodology

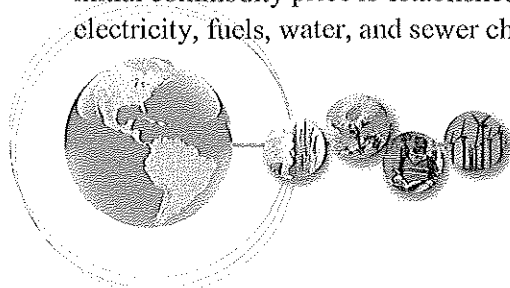
ConEdison *Solutions* brings many years of experience working in a variety of facility types. This experience gives ConEdison *Solutions* a working knowledge of building systems and energy consuming equipment and technologies, and moreover enables ConEdison *Solutions* to benchmark existing operations and develop energy costs comparisons to like facilities. During the IGA phase, ConEdison *Solutions* uses historical energy consumption and utility data from each facility to develop an overall understanding of the building's existing energy consumption patterns throughout the year. Our project engineers use detailed utility and demand data along with comprehensive equipment inventories, and operational information to develop an in-depth understanding of building energy usage, with the ultimate goal of reconciling engineering estimates with actual utility bills.

During this process, ConEdison *Solutions* will conduct detailed interviews with facility personnel and review operations, maintenance, and repair logs. We typically review information and trend data from building energy management systems (if any), and collect our own spot and trend meter data on specific end-use equipment to verify information provided or fill in areas where information may be lacking. ConEdison *Solutions* also collects information on space condition parameters such as occupancy, temperature, and humidity by means of spot measurement and placement of data loggers over periods of up to several weeks.

It is important to develop an accurate model of energy use. When appropriate we use high-level engineering modeling programs such as DOE-2, TRANE TRACE, Carrier HAP, or accepted engineering techniques such as block load calculations to develop an understanding of energy use which will form the project's energy baseline. The energy baseline is presented to the customer for review and approval, as it forms the basis for savings calculations, and overall project performance which is confirmed through M&V.

The baseline energy model will take into account typical thirty-year weather patterns to predict estimated average energy performance and this data will be used to calibrate the model to actual utility bills, with adjustments for unusually cold or hot weather encountered during the base year's utility bill period.

Once the energy baseline is established, the engineering and project development process focuses on identifying the energy efficiency opportunities and performing the engineering and design analysis which will determine the projected savings. After electric, fuel, and water savings have been determined through calculations, the commodity price is applied to determine the dollar savings. The initial commodity price is established through review of rate schedules and baseline analysis of electricity, fuels, water, and sewer charges. To determine future energy commodity prices, escalation



factors such as a flat percentage escalation rate or nationally-recognized governmental energy price predictions are applied. The current commodity prices are used for the baseline year and then adjusted thereafter with the escalation factors over the life of the project.

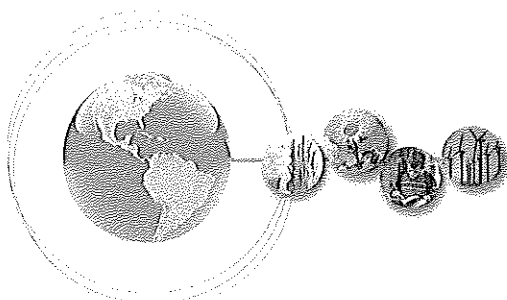
Procedures and Methodologies to Calculate Savings

The procedures, formulas and methodologies described in this section are representative of the standard approach to measuring savings.

Data Gathering

ConEdison *Solutions* uses the following data and methods to gather information regarding existing building energy systems and conditions, identify and evaluate potential efficiency measures and develop general recommendations. As part of the site-audit and planning phase the following types of information are obtained and reviewed:

- ❖ General Facility Details
- ❖ Building Drawings – These included both the original sets as well as more current sets based on past and future projects at the facilities studied.
- ❖ Utility Bills – This information was provided by the FCPS and analyzed by ConEdison *Solutions*. Additional insight to the utility information was obtained through further organizing the data, researching the utility rate structures and through our building simulation modeling efforts.
- ❖ Occupancy Sensor Data Loggers, Temperature and Humidity Data Loggers – ConEdison *Solutions* deploys dozens of data loggers throughout typical rooms. These loggers are installed for approximately 2 weeks during a typical occupant period and the data is used to determine baselines for determining the effectiveness of occupancy sensors as well as temperature controls.
- ❖ List of HVAC Equipment – This is developed based on the mechanical schedules provided in the available drawing sets. The list is checked and verified using the notes taken during the site audit.
- ❖ List of Lighting Fixture Quantities and Types
- ❖ List of Water Fixtures Quantities and Types



The audit field team focuses on major building systems including HVAC systems, lighting systems, energy management systems, building envelope, backup power systems, and specialty energy systems including water fixtures. Of these, ConEdison *Solutions* focuses on those areas that appeared most promising: the audit concentrates on deriving projects and strategies that can be employed to reduce costs and improve building environments.

Below is an explanation of the systems that are typically investigated and the corresponding information that is gathered:

HVAC Systems- The audit determines what type of cooling and heating systems are used in the facility. The auditors identified and evaluated system control, size, capacity, effectiveness, age, and maintenance history. Equipment investigated in this section included chiller plants components such as:

- ✓ Chiller system
- ✓ Pumping system
- ✓ Heat exchangers
- ✓ Water heaters
- ✓ Cooling towers
- ✓ HVAC systems
- ✓ Supply and return fan systems
- ✓ Variable and constant volume air systems
- ✓ Exhaust fan systems

Lighting Systems- The audit determines the variety of lighting systems that are in place in the facility. The auditors identified and evaluated system control, use, effectiveness, and age.

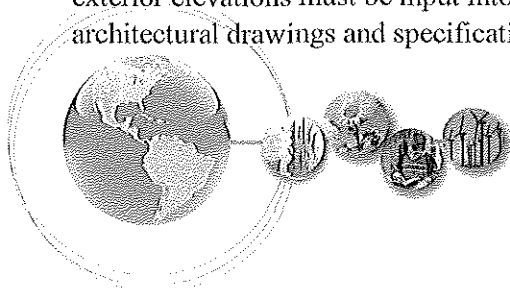
Water Systems- The audit identifies the specific type of fixture, flush valve, sink aerator, and shower head to determine the typical flow quantity per use cycle.

General Facility Characteristics- Detailed interviews with operating personnel and extensive walk-throughs of each facility are done to create a comprehensive understanding of how energy is utilized in the facility during all weather conditions and occupancy periods.

Building Energy Simulations Techniques

Larger, Complex Buildings: For larger and more complex facilities, the building's existing envelope, internal conditions and schedules, and energy-using systems are inputted into a Carrier HAP hourly energy simulation program in the following manner.

Architectural Inputs - An accurate representation of the building's footprint, internal zoning, and exterior elevations must be input into the Carrier HAP model. This is done with the aid of architectural drawings and specifications as well as observations made during the audits. This data



includes accurate building square footages, roof and wall construction details, and the area of those roofs and walls covered by glass. In this way, a representative building envelope load is established which will contribute to the heating and cooling loads calculations for the facility.

Loads - Within each zone created in the Carrier HAP model, lighting estimates, people density, plug loads, and miscellaneous loads are input as well as schedules for all of these loads. These were obtained from the site data package, site surveys, and industry standards based on the building types. The computer program uses these parameters, along with the latest ASHRAE methodologies to calculate the effect these loads will have on the overall cooling and heating loads for the facility.

Mechanical and Electrical Systems - Accurate HVAC and electrical system descriptions at the facility can be obtained from mechanical and electrical plans, as well as site surveys and interviews. The computer program uses the resulting loads from the architectural and general load model inputs in combination with the system parameters to calculate the cooling and heating load profiles for the facility on an hourly basis.

Plant Equipment Energy Consumption - Accurate information describing the energy consuming equipment in the central plant is input into this portion of the building simulation model. The program uses the load profiles and system requirements to calculate the energy consumption.

Interactivity of Systems and Measures - One major advantage of an hourly, computerized building energy simulation program is its ability to automatically determine the interactions between various measures, and between one measure (lighting) and another system (heating). The Carrier HAP program, for example, automatically calculated the effect of a lighting kWh reduction on the building's heating and cooling energy use. Lighting savings typically decrease summer cooling loads, but increase winter heating loads. The computer simulation automatically integrates these effects into annual calculations of the net savings from the lighting measure.

In addition, once each individual energy measure is simulated in Carrier HAP, and an interactive Carrier HAP run of all recommended measures is done to determine the ultimate integrated energy savings that will occur with each measure interacting with all other measures. This integrated analysis of measures is difficult or impossible to do with less sophisticated modeling tools.

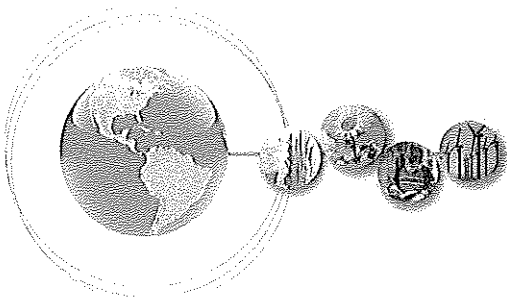
Energy Economics - In this final section, current electric and gas rate structures are defined in the computer model. The program uses this information to apply cost to the energy consumption calculated. The model is then adjusted until the calculated plant and system loads closely match the actual installed capacity and the calculated energy consumption closely matches the actual energy consumption determined from the utility bills.

Weather Data - Typical Meteorological Year (TMY) weather data is also input to calculate annual energy consumption and cost representative of existing conditions. However, weather conditions vary from year to year, therefore the calculated annual energy consumption and cost will not (and



should not) be exactly equal to the actual energy consumption over the past year. The calculated results should be close in value to the actual consumption and cost.

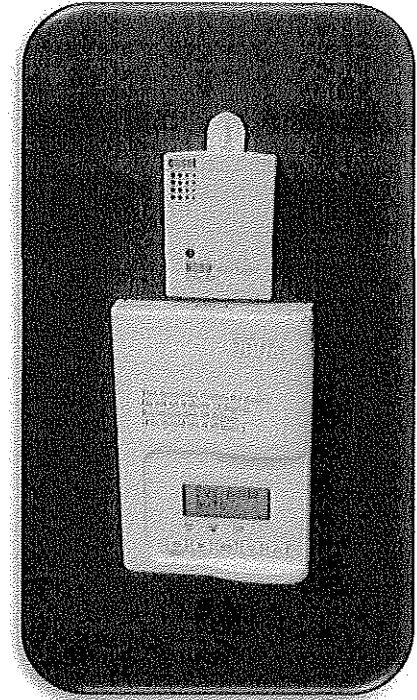
Smaller, Less-complex Buildings: For smaller and less complex facilities, the building's existing envelope, internal conditions and schedules, and energy-using systems are inputted into a custom-developed spreadsheet-based "bin model" energy simulation program.



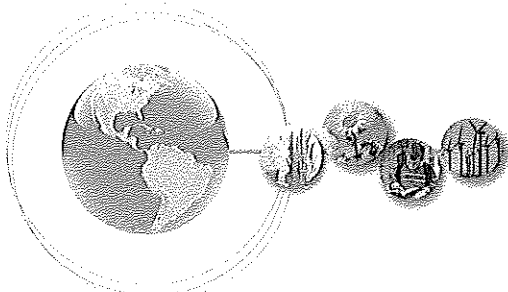
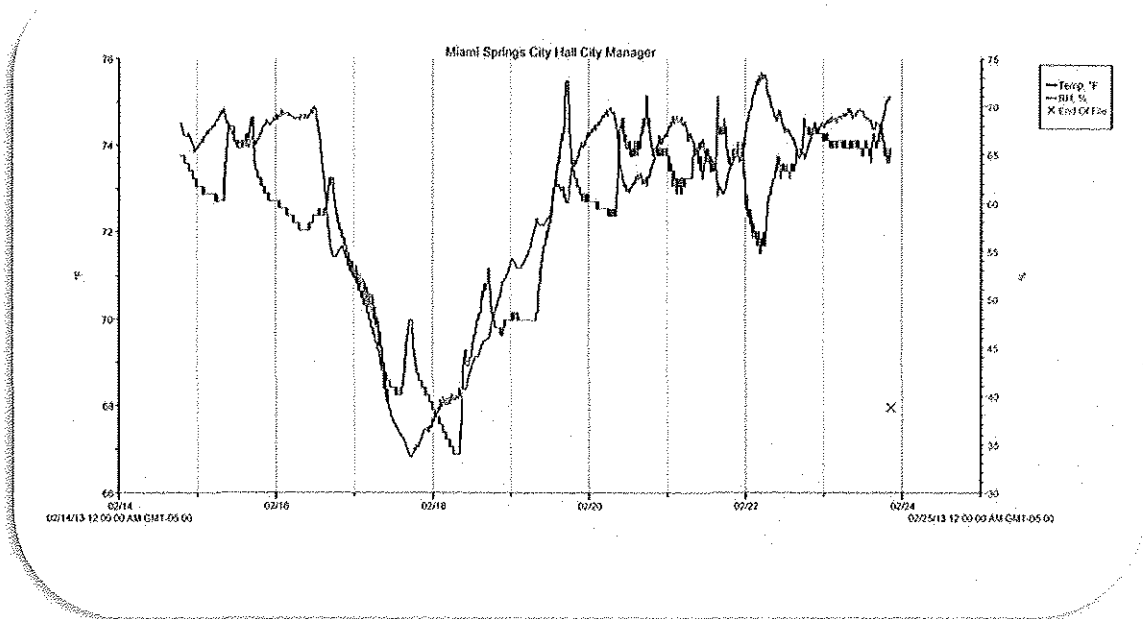
HVAC ECMs

For HVAC ECMs ConEdison *Solutions* uses commercially available energy simulation software that consists of Typical Meteorological Year (TMY) weather data that is provided by the US National Renewable Energy Laboratory (NREL). Use of TMY data ensures that the model does not overestimate or underestimate savings due to an extreme year of weather.

ConEdison *Solutions* typically deploys temperature and humidity data loggers in spaces throughout the building and motor on/off data loggers at fan motors in the building in order to determine how effective building control systems will have on the operation of the building. The graph below shows a sample output of a temperature and humidity data from the second floor Theatre Room of the Recreation Complex building.



Temperature and Humidity Data Logger
Deployed next to existing Thermostat in
Recreation Theatre Room

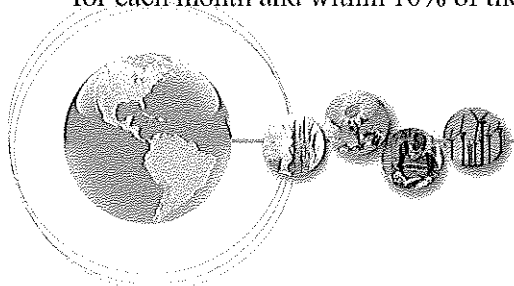


Furthermore, ConEdison Solutions takes spot CO₂ (carbon dioxide) measurements at spaces throughout the buildings in order to determine the effectiveness of ventilation systems and which systems may be overventilated in order to determine if there are possibilities for energy savings by adjusting the ventilation system controls. The table and photos below show CO₂ data that was collected at the various buildings on another project. *The CO₂ data is typically obtained during the investment grade audit. Results for a typical audit are shown in the table below.*

Location	CO ₂ Measurement (PPM)	Corresponding Calculated Ventilation Rate (CFM/person)	Design Ventilation Rate (CFM/person)	Difference between Design and Measured (CFM/person)	Over-Ventilation Percentage
Fire Station #1	756	29.5	20	9.5	32.2%
Fire Admin - Mezzanine Dispatch	871	21.6	20	1.6	7.4%
Police Admin Lobby	714	31.7	20	11.7	36.9%
Police Admin 3rd Flr Conference Rm	1,061	15.6	20	-4.4	-28.2%
Police Training - Weapons Cleaning	624	43.4	20	23.4	53.9%
Police Training - Firing Range	604	47.3	20	27.3	57.7%
City Hall - 4th Flr Purchasing Dept.	473	114	20	94	82.5%
City Hall - 1st Flr File/Records Code Compliance	581	52.5	20	32.5	61.9%
City Hall - 1st Flr Common Break Rm	642	40.5	20	20.5	50.6%
City Hall - 3rd Flr Police Back Office	698	33.3	20	13.3	39.9%

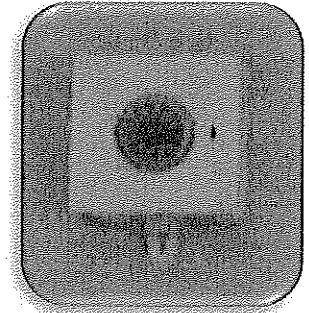


Interactive effects of all systems on overall building energy consumption are incorporated into the models, yielding highly accurate energy use estimates both for the baseline building design and operation and also for the proposed building design and operation. Utility data for the previous 2 to 3 years is used to calibrate the models. The Federal Energy Management Program (FEMP) defines a model as being calibrated within acceptable tolerances if the model is within 15% of the utility bills for each month and within 10% of the utility bills for the whole year.

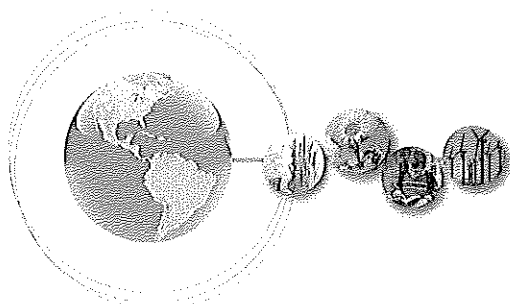
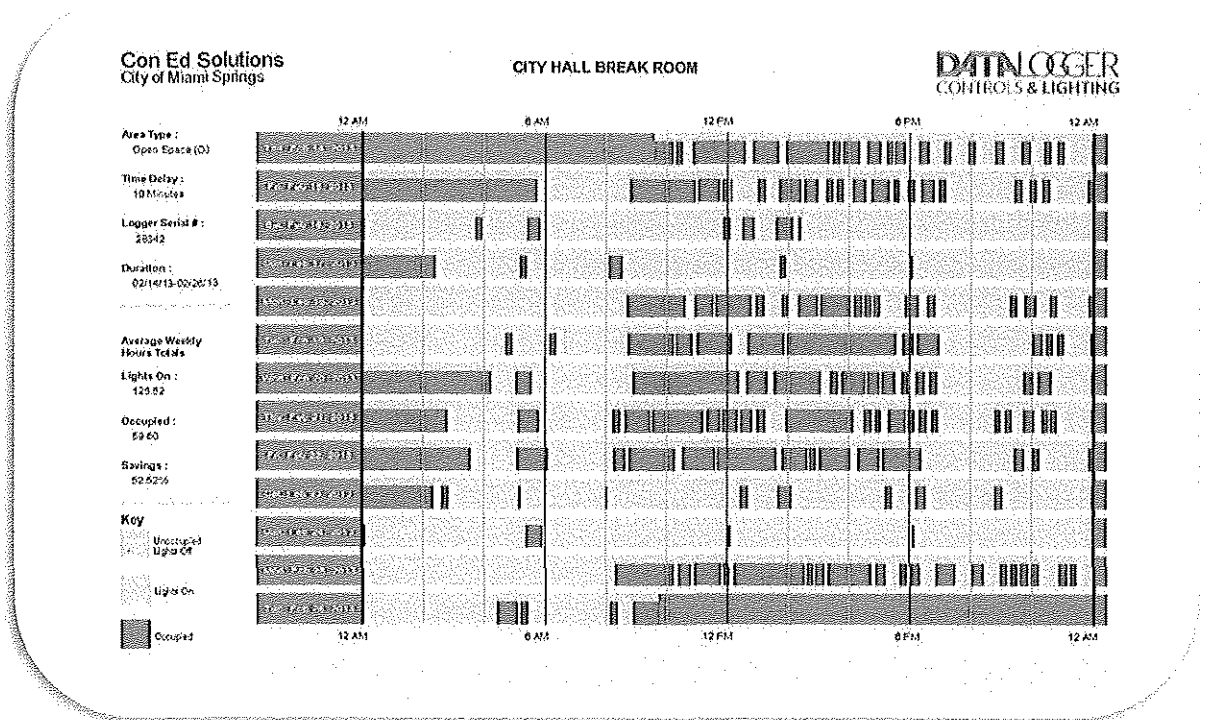


Lighting ECMs

For lighting ECMs, ConEdison *Solutions* establishes a baseline by performing a room by room lighting audit to determine the connected lighting load. The connected load is then multiplied by the run hours of the light to determine an electrical consumption in kWh for each fixture. Run hours for consumption is typically determined by using occupancy sensor data loggers in a representative number of spaces over a several week typical period. The data loggers determine when a light is on as well as when the space is occupied. Thus highly accurate run hours for fixtures can be determined as well as expected savings from the installation of occupancy sensors. The chart below is a sample of a typical output from an occupancy sensor data logger that was applied to the break room in City Hall. The light blue-gray sections of the data represent times when the lights are off. The blue bars represent times when the lights are on and the space is occupied. The yellow represent times when lights are on and the space is unoccupied.



Occupancy Sensor Data Logger
Deployed at Police Admin Building



Lighting usage (kWh) savings in general, is computed in the following manner:

$$(FWE / 1000 \times QFE \times OHE) - (FWN / 1000 \times QFN \times OHN)$$

Lighting demand (kW) savings in general, is computed in the following manner:

$$(FWE / 1000 \times QFE) - (FWN / 1000 \times QFN)$$

Where,

FWE = Fixture Rated Wattage – Existing

QFE = Quantity of Fixtures – Existing

OHE = Operating Hours – Existing

FWN = ECM Rated Wattage – New

QFN = Quantity of Fixtures – New

OHN = Operating Hours – New

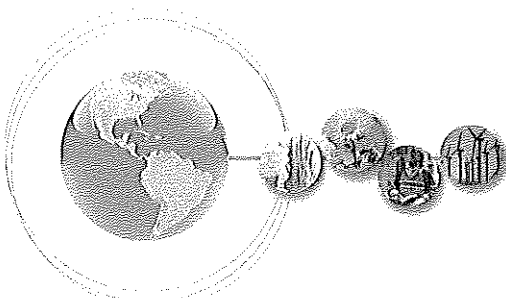
As an example application of these formulas, a hypothetical scenario will be discussed. Assume that in a particular room, there are currently five 60-watt incandescent lamps. We propose replacing these light bulbs with five 23-watt compact fluorescent lamps. Based on observation data, the existing yearly operating hours for those lamps is 2,000 hours but the room is only occupied for 1,000 hours per year. The following is then true:

$$QFE=5, FWE=60, QFN=5, FWN=23, OHE=2,000, OHN=1,000$$

Using the above formulas, the usage (kWh) and demand (kW) savings can be calculated for these fixtures.

$$\text{Lighting usage (kWh) savings} = (FWE \times QFE \times OHE) - (FWN \times QFN \times OHN) = (60 \times 5 \times 2000) / 1000 - (23 \times 5 \times 1000) / 1000 = 485 \text{ kWh saved}$$

$$\text{Lighting demand (kW) savings} = (FWE \times QFE) - (FWN \times QFN) = (60 \times 5) / 1000 - (23 \times 5) / 1000 = 0.185 \text{ kW saved}$$



Water ECMs

The basic methodology behind establishing a baseline and savings for water usage is to evaluate the water usage determined from a detailed survey of the facilities' water systems and interviews with building personnel. A walk through of each building is performed and all the water using end use devices are documented and studied. Calculations of water usage are then compared to a normal or expected use.

The historical record of the water usage is analyzed and then compiled as the actual usage. This is referred to as the water baseline. The water baseline is then compared to modeled water usage according to the survey information. The entire plumbing system is studied, identifying leaks and other areas of waste.

The existing water usage and savings was based on a calculation of full-time equivalent (FTE) occupant days per year, based on the following formula:

*FTE Days per Year = # of occupants * average hours per day per occupant * # of days per occupant annually / 8 hours per equivalent day.*

This formula is calculated separately for staff, visitors and students.

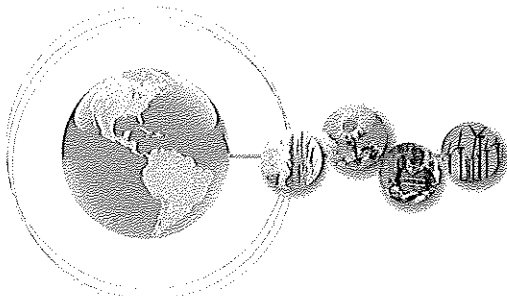
Once the FTE Days per Year are determined for each category, industry standards for urinal flushes/day, water closet flushes/day, lavatory flow per day, and sink flow per day are multiplied against the FTE days/year to achieve the current usage. The current calculated usage is compared against the billed actual usage and the calculated usage model is calibrated. The usage is then multiplied by the existing flow rates and by the new flow rates for the fixtures and the difference is the resulting annual water savings.

*Annual Water use of Fixture (kGal) = (FTE * Fixture Flow Rate (GPF or GPM) * Flushes or Flow/day) * 1kGal/1000 Gal*

Annual Water Savings (kGal) = Existing Annual Water Use (Kgal) – Upgrade Annual Water Use (kGal)

The difference between the existing fixture's annual consumption and the proposed replacement fixture's annual consumption is then calculated with the result being the annual water savings in kgals. The appropriate water and sewer rate is used to calculate the annual dollar savings.

*Annual Dollar Savings = Annual Water Savings (kGal) * (Water Rate (\$/kGal) + Sewer Rate (\$/kGal))*



Additionally, there are hot water savings for faucets and showers that can be associated with the water conservation project due to the reduction in water usage, with the basic saved therms calculation listed below. Therefore, the total cost savings for a water saving measure is the combination of both water and heating energy savings.

For hot water systems total amount of water saved at a fixture is multiplied by a percentage of hot water mix for the assumed temperature of the fixture.

For electric water heaters:

$$\text{Electrical Savings (kWh)} = (\text{Annual Water Savings (kGal)} \times \% \text{ Hot Water at Fixture} \times \text{Water Density} \times \text{Temperature Differential} / \text{Efficiency}) \times (1,000/3412.142)$$

$$\text{Annual Dollar Savings} = \text{Electrical Savings (kWh)} \times \text{Electrical Rate (\$/kWh)}$$

For gas water heaters:

$$\text{Gas Savings (CCF)} = (\text{Annual Water Savings (kGal)} \times \% \text{ Hot Water at Fixture} \times \text{Water Density} \times \text{Temperature Differential} \times \text{Specific Heat} / \text{Efficiency}) \times (1,000/100,000)$$

$$\text{Annual Dollar Savings} = \text{Gas Savings (CCF)} \times \text{Gas Rate (\$/CCF)}$$

Where,

Water Density = 8.33 (lb/gallon)

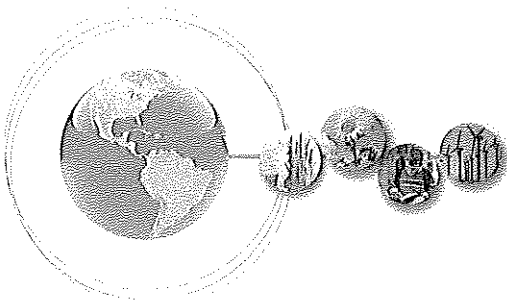
Temperature Differential is between water heater set point and water inlet temp (Degree F)

Efficiency is water heater efficiency (%)

Specific Heat Capacity of Water = 1 (BTU/lb-Degree F)

1000 gal per kGal

1 CCF = 100,000 BTU



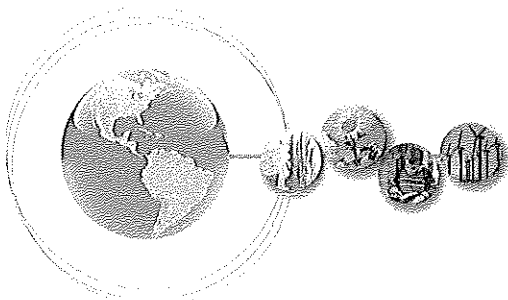
Building Envelope ECMs

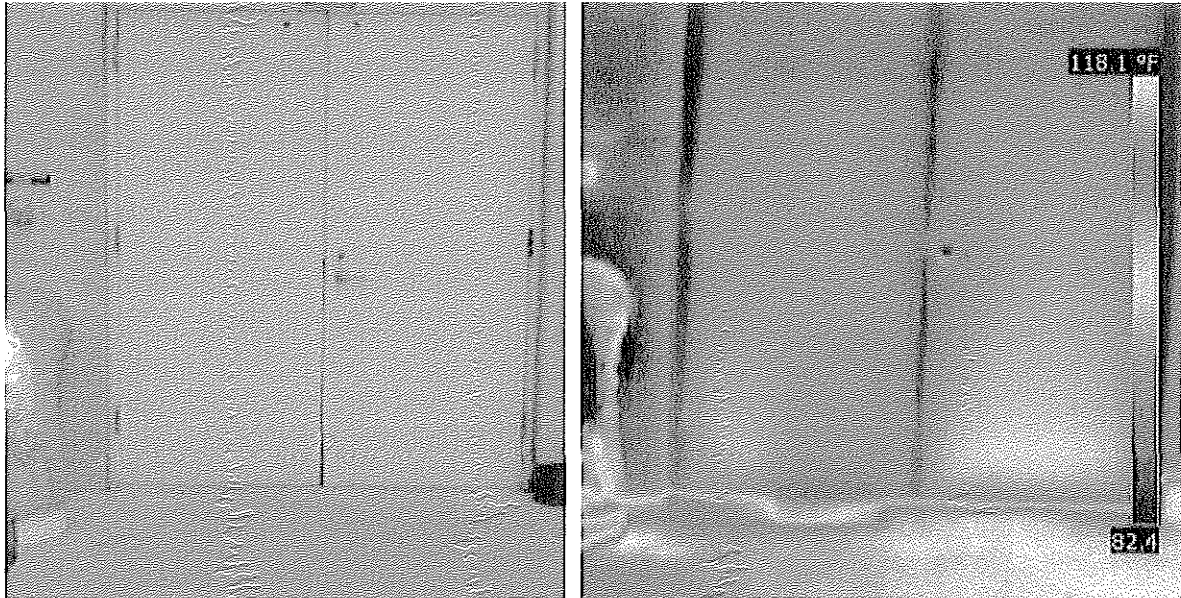
The exterior shell - or envelope - of a building including all walls, windows, and doors provides a layer of protection between the outdoors and conditioned interior space. This outer shell is often deteriorated due to weathering and age. The ASHRAE Handbook – Fundamentals, presents methods of estimation to quantify heat loss through existing building envelopes.

What governs the movement of air in or out of a structure is the pressure differential between the inside and outside of the building envelope. Three major contributing pressures combine to create differential pressure: stack pressure, due to the encapsulation of air within a structure; mechanical pressure, created by the mechanical systems within a structure; and the outdoor pressure, which is dependent on the ever changing atmospheric conditions.

The methodology presented in ASHRAE's Fundamentals handbook presents both a coefficient to quantify wind pressure based on field verified building location and a stack pressure coefficient based on building height. Tall commercial buildings require refinement of residential calculation procedures because of complications in accurately measuring phenomenon not present in residential structures. Such obstacles include large envelope leakage area, vertical shafts, interfloor leakage, the impact of mechanical system pressurization, and large stack and wind pressures. Currently the air handler for pressurization test is the only industry standard accepted as a means of quantifying commercial building envelope leakage. This test has many difficulties when being applied to real world applications.

In order to determine appropriate areas to apply weather sealing, ConEdison *Solutions* employs the use of thermal imaging cameras to see areas of building air leakage. The photos below show a sample of the thermal imaging camera output. As can be seen, the cooler colors near the bottom of the door show an air leakage path.

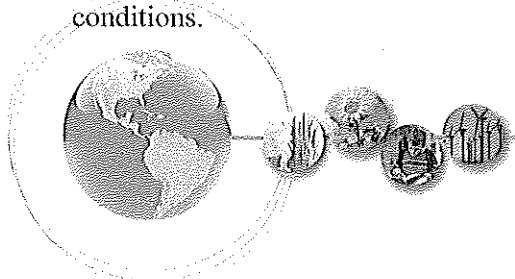




Because of the complexity of commercial building envelope leakage quantification, and, because the affects of infiltration are interactive to the systems in the building, the savings for this measure are calculated using an hourly simulation model. This allows for a more accurate means of calculating the energy impact. Referencing the 2005 ASHRAE Handbook – Fundamentals Chapter 27, the equation below was used to calculate the airflow rate due to existing infiltration as estimated based on site conditions. The infiltration flow rate is calculated and converted to air changes per hour based on the building’s volume. Inputting designed air changed per hour and adjusting according to the infiltration calculated below allows for the optimal quantification of energy savings associated with a change in the rate of infiltration.

$$Q = A \bullet \sqrt{C_s \Delta T + C_w \bullet U^2}$$

In the above equation, crack area, A(in²), is input as determined from field observations and measurements. The stack coefficient (C_s (cfm²/(in⁴*F)), is obtained from ASHRAE; it is estimated based on building height. The change in temperature is the annual average delta T across the envelope; outdoor temperature data was averaged based on a bin of weather data for the area. A wind coefficient, C_w (cfm²/(in⁴*mph²)), is obtained from ASHRAE based on the buildings shelter class and height. The average wind velocity, U (mph), can be obtained by referencing comparative climactic data for the United States as published by the National Oceanic and Atmospheric Administration for the City or, if that data is unavailable, for a nearby city. The resulting flow rate in cubic feet per minute is then converted to a percentage of total building volume (air changes per hour, ACH). This is included in the total building infiltration input into each facilities respective building simulation model. The savings due to enhancing the building envelope in these areas can then be developed by decreasing the building infiltration by the percentage that is due to the current conditions.



ECM Summary

ConEdison *Solutions* has developed a spreadsheet modeling tool called our Energy Conservation Measure MasterPlan (ECM MasterPlan). The ECM MasterPlan is a dynamic program that is tied directly into a project summary and project cash flow. All the identified and agreed upon ECMs and ECM options can be plugged into the ECM MasterPlan program in order to dynamically model, in real time various ECMs and options, utility rebates, utility rate increases, inclusion/exclusion of O&M savings, etc. Typically, this is done in a workshop environment with the client actively and intimately involved in the evaluation. The City is able to specifically select ECMs of interest to move in and out of the ECM MasterPlan. This workshop allows the City to model a large number of project parameters and options in a short amount of time.

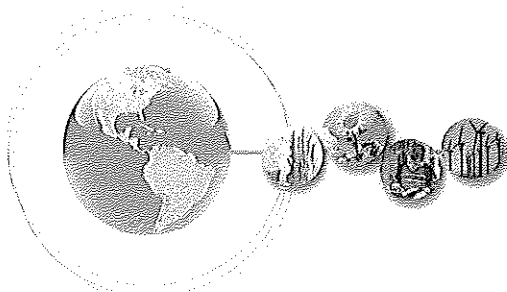
The table on the following page lists the proposed Energy Conservation Measures for the City of Miami Springs. This list however is not an exhaustive list of possible ECM options that are available to the City.

Also included is a sample ECM MasterPlan with selected projects in categories where there are options and an economic cash flow model that is linked to the selected project.

When selecting an Energy Services Company, it is important to understand both the energy and operational savings that are included in any cashflow proforma. Although the energy savings are guaranteed using the IPMVP (International Performance Measurement and Verification Protocol) Standard, the Operational Savings have no standard for validation and need to be understood.

The normal range for Operational Savings are typically 25-45% of the total project savings. ConEdison Solutions will normally provide a conservative estimate for Operational Savings and we tend to be on the lower end of that spectrum. For the City of Miami Spring's project, the majority of the Operational Savings come from two areas:

- Street Lighting: The new proposed street lighting has a rated life expectancy of 100,000 which equates to approximately 20-25 years of use before new lights should be required. This allows the City to avoid the current annual cost of \$8,500 that is being paid to FPL.
- Pool Chemicals: The City is presently spending approximately \$22,000 per year on pool chemicals. The proposed system will reduce the chemical expense to approximately \$10,000 resulting in annual savings of \$12,000.
- Other areas that will have operational savings include new lights that will reduce the cost of lighting replacement over the next several years and repairs that can be avoided by installing new HVAC equipment to replace equipment that is already near the end of useful life.





OPER/ AVOID \$ SAV IN (Y or N) Y
LABOR RATE (\$/hr) \$ 20.00
AVOIDED COST OPTION (A,B,C) A

NOTE: AVOIDED CAPITAL COSTS ARE
SAVINGS AVERAGED OVER 20 YEARS

ALL ENERGY CONSERVATION MEASURES

ECM MASTER PLAN
MIAMI SPRINGS

IN PROJECT	ECM #	NOTE	ECM DESCRIPTION	TOTAL PROJECT COST	ANNUAL PROJECT SAVINGS	SIMPLE PAY BACK (YEARS)	TOTAL ANNUAL UTILITY SAVINGS	ANNUAL OPERATIONAL COST SAVINGS			AVOIDED COST	TOTAL ANNUAL OPER/SUB AND CAPITAL COSTS SAVINGS	
								MATERIAL	SUBCONTRACTOR	LABOR			
								(\$)	(HRS)	(\$)	(\$)	(\$)	
City Hall													
X	1		Lighting Upgrades	\$28,130	\$2,730	10.3	\$1,600	\$330	\$800	0.0	\$0	\$0	\$1,130
X	2		Lighting Automation Controls	\$7,000	\$1,100	6.4	\$1,100	\$0	\$0	0.0	\$0	\$0	\$0
X	1		Exterior Building and Parking Lot Lighting	\$3,568	\$122	29.2	\$122	\$0	\$0	0.0	\$0	\$0	\$0
X	4	Pick only 1 of these 3 options.	HVAC - Install VRF System	\$795,000	\$6,900	115.2	\$6,900	\$0	\$0	0.0	\$0	\$0	\$0
X	4		HVAC - clean ductwork, variable pumping	\$140,000	\$961	145.7	\$961	\$0	\$0	0.0	\$0	\$0	\$0
X	4		HVAC - Replace Ductwork, variable pumping	\$480,000	\$961	499.5	\$961	\$0	\$0	0.0	\$0	\$0	\$0
X	5		Energy Management System Upgrades	\$39,875	\$3,850	10.4	\$3,850	\$0	\$0	0.0	\$0	\$0	\$0
X	10		PC Power Management	\$7,250	\$1,600	4.5	\$1,600	\$0	\$0	0.0	\$0	\$0	\$0
X	11		Vending Machine Controls	\$566	\$195	2.9	\$195	\$0	\$0	0.0	\$0	\$0	\$0
Community Center													
X	1		Lighting Upgrades (Gymnasium)	\$52,064	\$4,600	11.3	\$3,000	\$400	\$1,200	0.0	\$0	\$0	\$1,600
X	1		Exterior Building and Parking Lot Lighting	\$8,265	\$930	8.9	\$930	\$0	\$0	0.0	\$0	\$0	\$0
X	7		Pool Automation Control	\$27,441	\$5,300	5.2	\$5,300	\$0	\$0	0.0	\$0	\$0	\$0
X	8		On-Site Sodium Hypochlorite Generation	\$99,216	\$9,500	10.4	\$0	\$9,500	\$0	0.0	\$0	\$0	\$9,500
X	11		Vending Machine Controls	\$1,131	\$334	3.4	\$334	\$0	\$0	0.0	\$0	\$0	\$0
X		May be incorporated into solution	New Pool - may range from \$2.5M to \$6M	\$4,000,000	\$14,800	270.3	\$5,300	\$9,500	\$0				
Public Works													
X	1		Lighting Upgrades	\$10,500	\$1,806	5.8	\$1,061	\$0	\$745	0.0	\$0	\$0	\$745
X	2		Lighting Automation Controls	\$1,200	\$300	4.0	\$300	\$0	\$0	0.0	\$0	\$0	\$0
X	1		Exterior Building and Parking Lot Lighting	\$2,500	\$612	4.1	\$359	\$253	\$0	0.0	\$0	\$0	\$253
X	4		Replace DX Equipment - Window Units	\$20,000	\$1,936	10.3	\$1,100	\$836	\$0	0.0	\$0	\$0	\$836
X	11		Vending Machine Controls	\$566	\$195	2.9	\$195	\$0	\$0	0.0	\$0	\$0	\$0
X	12		Ice Machine Heat Exchanger	\$847	\$142	6.0	\$142	\$0	\$0	0.0	\$0	\$0	\$0
Senior Center													
X	1		Lighting Upgrades	\$8,500	\$1,200	7.1	\$800	\$0	\$400	0.0	\$0	\$0	\$400
X	1		Exterior Building and Parking Lot Lighting	\$3,568	\$163	21.9	\$163	\$0	\$0	0.0	\$0	\$0	\$0
X	4		Replace DX Equipment	\$11,250	\$1,261	8.9	\$841	\$420	\$0	0.0	\$0	\$0	\$420
X	5		Energy Management System Upgrades	\$2,686	\$504	5.3	\$504	\$0	\$0	0.0	\$0	\$0	\$0
Golf Course													
X	1		Lighting Upgrades	\$33,060	\$4,023	8.2	\$3,405	\$0	\$618	0.0	\$0	\$0	\$618
X	1		Exterior Building and Parking Lot Lighting	\$6,368	\$850	7.5	\$850	\$0	\$0	0.0	\$0	\$0	\$0
X	4		Replace DX Equipment	\$84,000	\$5,143	16.3	\$2,343	\$2,800	\$0	0.0	\$0	\$0	\$2,800
X	5		Energy Management System Upgrades	\$28,000	\$4,094	6.8	\$4,094	\$0	\$0	0.0	\$0	\$0	\$0
Multiple Sites													
X	6		Street Lighting	\$337,500	\$18,122	18.6	\$9,622	\$0	\$8,500	0.0	\$0	\$0	\$8,500
X	1		Sports Field Lighting	\$478,500	\$20,463	23.4	\$11,963	\$0	\$8,500	0.0	\$0	\$0	\$8,500
X	3		Water Conservation	\$53,601	\$5,458	9.8	\$5,458	\$0	\$0	0.0	\$0	\$0	\$0
TOTALS				\$6,772,152	\$ 120,155	56.4	\$ 75,353	\$ 24,039	\$ 20,763	0.0	\$ -	\$ -	\$ 35,302



OPER/ AVOID \$ SAV IN (Y or N) Y
LABOR RATE (\$/hr) \$ 20.00
AVOIDED COST OPTION (A,B,C) A

NOTE: AVOIDED CAPITAL COSTS ARE
SAVINGS AVERAGED OVER 20 YEARS

Potential Project
ECM MASTER PLAN
MIAMI SPRINGS

IN PROJECT	ECM #	NOTE	ECM DESCRIPTION	TOTAL PROJECT COST	ANNUAL PROJECT SAVINGS	SIMPLE PAYBACK (YEARS)	TOTAL ANNUAL UTILITY SAVINGS	ANNUAL OPERATIONAL COST SAVINGS			AVOIDED COST	TOTAL ANNUAL OPER. SUP. AND CAPITAL COST SAVINGS	
								MATERIAL	SUBCONTRACTOR	LABOR HRS			
City Hall													
X	1		Lighting Upgrades	\$28,130	\$2,730	10.3	\$1,600	\$330	\$800	0.0	\$0	\$0	\$1,130
X	2		Lighting Automation Controls	\$7,000	\$1,100	6.4	\$1,100	\$0	\$0	0.0	\$0	\$0	\$0
X	1		Exterior Building and Parking Lot Lighting	\$3,568	\$122	29.2	\$122	\$0	\$0	0.0	\$0	\$0	\$0
X	4	Pick only 1 of these 3 options.	HVAC - Install VRF System										
X	4		HVAC - clean ductwork, variable pumping	\$140,000	\$961	145.7	\$961	\$0	\$0	0.0	\$0	\$0	\$0
X	4		HVAC - Replace Ductwork, variable pumping										
X	5		Energy Management System Upgrades	\$39,875	\$3,850	10.4	\$3,850	\$0	\$0	0.0	\$0	\$0	\$0
X	10		PC Power Management	\$7,250	\$1,600	4.5	\$1,600	\$0	\$0	0.0	\$0	\$0	\$0
X	11		Vending Machine Controls	\$566	\$195	2.9	\$195	\$0	\$0	0.0	\$0	\$0	\$0
Community Center													
X	1		Lighting Upgrades (Gymnasium)	\$52,064	\$4,600	11.3	\$3,000	\$400	\$1,200	0.0	\$0	\$0	\$1,600
X	1		Exterior Building and Parking Lot Lighting	\$8,265	\$930	8.9	\$930	\$0	\$0	0.0	\$0	\$0	\$0
X	7		Pool Automation Control	\$27,441	\$5,300	5.2	\$5,300	\$0	\$0	0.0	\$0	\$0	\$0
X	8		On-Site Sodium Hypochlorite Generation	\$99,216	\$9,500	10.4	\$0	\$9,500	\$0	0.0	\$0	\$0	\$9,500
X	11		Vending Machine Controls	\$1,131	\$334	3.4	\$334	\$0	\$0	0.0	\$0	\$0	\$0
		May be incorporated into solution	New Pool - may range from \$2.5M to \$6M										
Public Works													
X	1		Lighting Upgrades	\$10,500	\$1,806	5.8	\$1,061	\$0	\$745	0.0	\$0	\$0	\$745
X	2		Lighting Automation Controls	\$1,200	\$300	4.0	\$300	\$0	\$0	0.0	\$0	\$0	\$0
X	1		Exterior Building and Parking Lot Lighting	\$2,300	\$612	4.1	\$359	\$253	\$0	0.0	\$0	\$0	\$253
X	4		Replace DX Equipment - Window Units	\$20,000	\$1,936	10.3	\$1,100	\$836	\$0	0.0	\$0	\$0	\$836
X	11		Vending Machine Controls	\$566	\$195	2.9	\$195	\$0	\$0	0.0	\$0	\$0	\$0
X	12		Ice Machine Heat Exchanger	\$847	\$142	6.0	\$142	\$0	\$0	0.0	\$0	\$0	\$0
Senior Center													
X	1		Lighting Upgrades	\$8,500	\$1,200	7.1	\$800	\$0	\$400	0.0	\$0	\$0	\$400
X	1		Exterior Building and Parking Lot Lighting	\$3,568	\$163	21.9	\$163	\$0	\$0	0.0	\$0	\$0	\$0
X	4		Replace DX Equipment	\$11,250	\$1,251	8.9	\$841	\$420	\$0	0.0	\$0	\$0	\$420
X	5		Energy Management System Upgrades	\$2,686	\$504	5.3	\$504	\$0	\$0	0.0	\$0	\$0	\$0
Golf Course													
X	1		Lighting Upgrades	\$33,060	\$4,023	8.2	\$3,405	\$0	\$618	0.0	\$0	\$0	\$618
X	1		Exterior Building and Parking Lot Lighting	\$6,368	\$850	7.5	\$850	\$0	\$0	0.0	\$0	\$0	\$0
X	4		Replace DX Equipment	\$84,000	\$5,143	16.3	\$2,343	\$2,800	\$0	0.0	\$0	\$0	\$2,800
X	5		Energy Management System Upgrades	\$28,000	\$4,094	6.8	\$4,094	\$0	\$0	0.0	\$0	\$0	\$0
Multiple Sites													
X	6		Street Lighting	\$337,500	\$18,122	18.6	\$9,622	\$0	\$8,500	0.0	\$0	\$0	\$8,500
X	1		Sports Field Lighting	\$478,500	\$20,463	23.4	\$11,963	\$0	\$8,500	0.0	\$0	\$0	\$8,500
X	3		Water Conservation	\$53,601	\$5,458	9.8	\$5,458	\$0	\$0	0.0	\$0	\$0	\$0
TOTALS				\$1,497,152	\$97,494	15.4	\$62,192	\$14,539	\$20,763	0	\$0	\$0	\$35,302

ECM 1: Lighting Upgrades

ECM Description

Con Edison *Solutions* proposes to install energy efficient lighting using fluorescent, Induction and LED lighting technologies throughout the City of Miami Springs that will not only save energy but also reduce operation and maintenance costs.

Existing Systems

The City's interior lighting for the most part consists of 4 foot 32 Watt T-8 fluorescent lamps with electronic ballasts. However, there are some facilities such as in the Public Works complex that still have T-12 lamps and magnetic ballasts. The Recreation Center Gym and the Fire Station Bay have Metal Halide fixtures installed. Exterior lighting includes a mix of High Pressure Sodium (HPS) and Metal Halide (MH) fixtures installed at street lighting, parking lot lighting, accent flood lighting, wall packs and canopy fixtures. ConEdison *Solutions* conducted a building by building audit of the facilities included in this report.

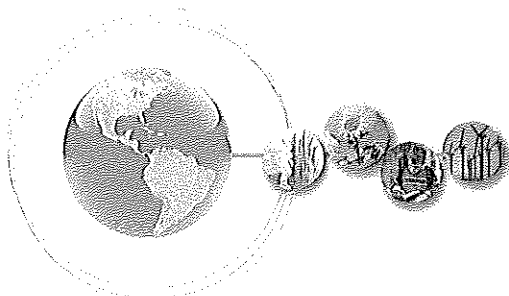
Proposed Systems

Interior Lighting Retrofits

Fluorescent Lighting Retrofits

ConEdison *Solutions* has developed three different options for retrofitting the fluorescent lighting systems as follows (ECM MasterPlan presented in this report includes a combination of each of these options depending on the situation that ConEdison *Solutions* recommends):

1. **Lamp and Ballast Retrofit** - Replace the 34W T12 fluorescent lamps and the existing 32W T8 fluorescent lamps with high efficiency long life 28W or 25W T8 fluorescent lamps. The new lamps will not only save energy but will also have a much longer life expectancy (typically 35,000 hours) than the existing lamps. Furthermore, in locations with old magnetic ballasts, ConEdison *Solutions* proposes to replace them with new electronic ballasts that consume very little power.



- Standard Reflector Retrofit** – Convert the existing 4-lamp and 3-lamp fixtures to a 2-lamp fixture with anodized aluminum reflectors. The fixture tombstones will be re-centered and electronic ballasts with T-8 lamps will be installed.

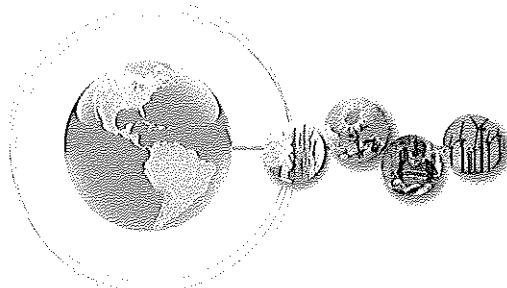
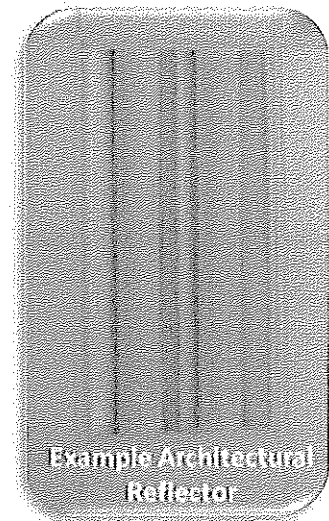
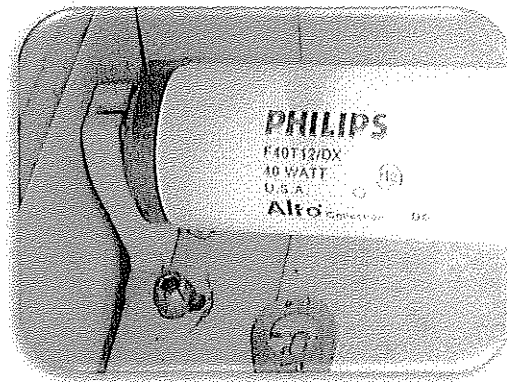
Upon completion of this retrofit, the buildings will be standardized on 2-lamp, T-8 fixtures with electronic ballasts. Along with significant energy savings, the number and variety of lamps and ballasts will be substantially reduced resulting in significant maintenance savings as well.

- Architectural Reflector Retrofit** – This retrofit is the same as the standard reflector retrofit, except architectural retrofit kits will be installed in place of the anodized aluminum reflector. The architectural retrofit kit will give the existing fixtures the appearance of a new fixture, mimicking the latest in today’s fluorescent design

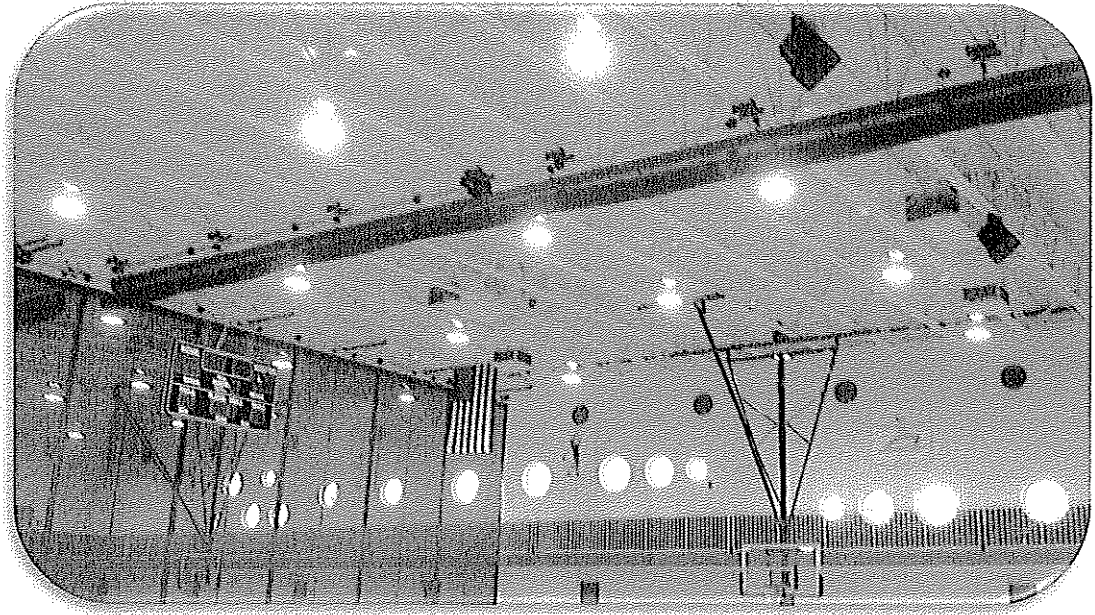
Additional options that could be included in any of the above options are special long life T-8 lamps (75,000 to 100,000 hour rated life) and continuously dimming ballasts for use with a daylight harvesting sensor.

Energy Savings Per Fixture			
ECM: REFLECTOR RETROFIT 3 LAMP FIXTURE			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
86	49	37	43%

Energy Savings Per Fixture			
ECM: REFLECTOR RETROFIT 4 LAMP FIXTURE			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
108	49	59	55%



High Bay Lighting

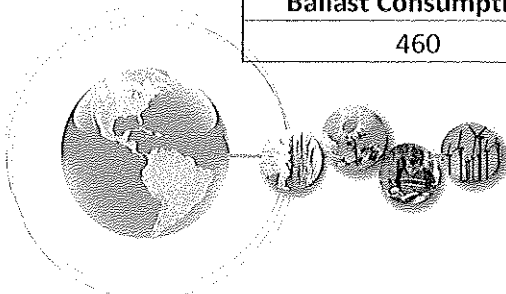


ConEdison *Solutions* proposes to replace the existing HID gym lighting in the Miami Springs Recreation Center gym with new Induction fixtures. The current lighting in the gym is composed of 400W (including ballast consumption) Metal Halide fixtures.

The Induction fixtures will also save significant amount of the input wattage, but the fixtures will have a 100,000 hour rated life and will thus reduce maintenance costs. Furthermore, light output from the Induction fixtures will be maintained throughout the life of the fixture as opposed to HID fixtures which lose approximately 30% of their light output in the first 3 years of burn hours.

Not only will the induction fixtures save electrical demand and consumption associated with the reduction if installed watts, but consumption will also be reduced by the installation of occupancy or vacancy sensors. Due to the long start up times for HID fixtures, these fixtures are usually turned on in the morning and left on for the rest of the day or there are fluorescent lamps that are installed to provide instant on lighting as can be seen in the photo above of a space in the Public Works complex. Induction fixtures are instant re-strike meaning that they can turn on instantly thus they are ideal candidates for occupancy sensors.

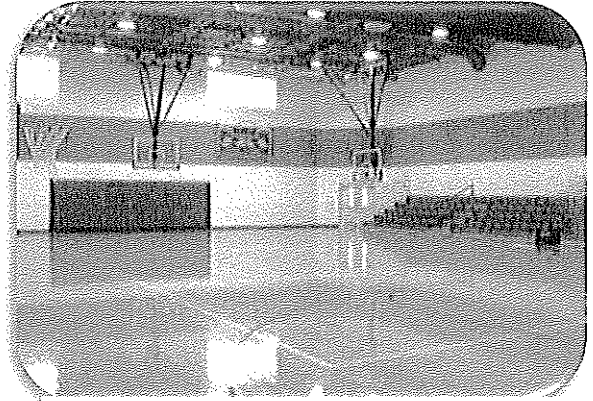
Energy Savings per Fixture			
ECMF HIGHBAY LIGHTING			
Existing Watts (Including Ballast Consumption)	Proposed Watts	Watts Saved	Percent Reduction
460	250	210	46%



Example Project: Civic Center Athletic Gymnasium



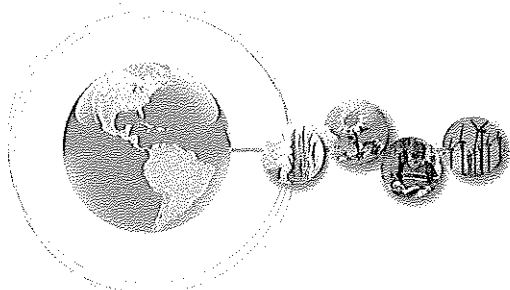
Old Metal Halide



New Induction Fixtures

Note because of the instant re-strike feature on induction lamps, run hours are reduced from 16 per day to 5 hours per day. In this case, they are saving 210 watts per fixture while also reducing run hours by 11 hours per day. This chart compares the estimated cost per month to run the gymnasium lights using the new induction fixtures versus the old metal halide lamps:

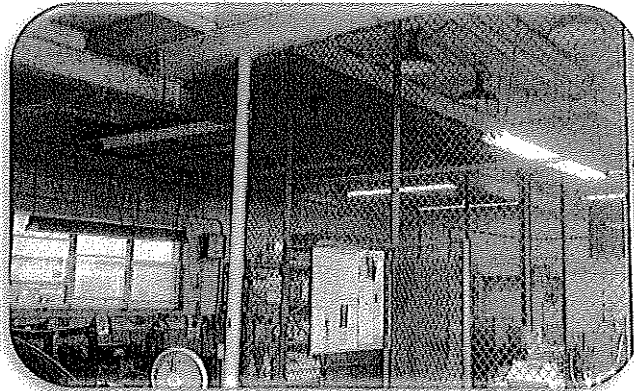
Old Metal Halide Lamps		New Induction Fixtures	
# of Fixtures	24	# of Fixtures	24
Watts per Fixture (including ballast consumption)	460	Watts per Fixture (no ballast consumption)	250
Operating Hours/year	5,760	Operating Hours/year	1,800
kWh/year	63,590.4	kWh/year	10,800
Annual Costs	\$6,994.9	Annual Costs	\$1,188



Fleet Services Building – Vehicle Service Bays

During the audit, it was observed that the vehicle service bays of the Fleet Services building contained a mixture of T-12 and T-8, with eight foot lamps, two foot lamps and U-bend lamps. Limited incandescent fixtures can be found, with several incandescent fixtures simply abandoned in place and no longer used.

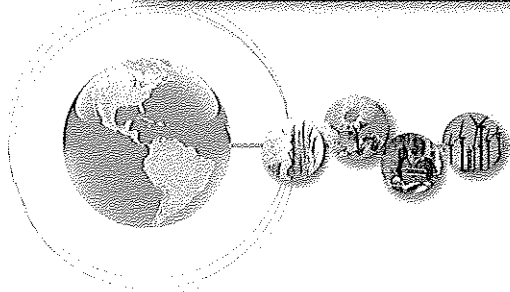
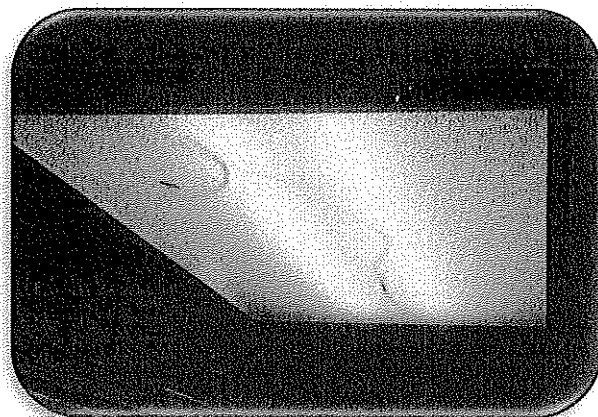
Lighting levels appear adequate for the tasks performed. Lighting within the storage areas is contained within protective lamp guards. Some of the fixtures in the work areas have missing, broken or discolored lenses or covers which will need to be replaced during a retrofit. Significant cleaning of the exposed fixtures will also be necessary. All lighting is controlled manually with individual wall switches.



Interior lighting within the administrative offices is a mixture of T-12 and T-8, with both four foot linear lamps and U-bend lamps. Lighting levels appear adequate for the tasks performed. All lighting is controlled manually with individual wall switches.

Lighting is primarily T-12 fluorescent for interior and work spaces while HID lighting is used to illuminate the parking lots and open exterior spaces.

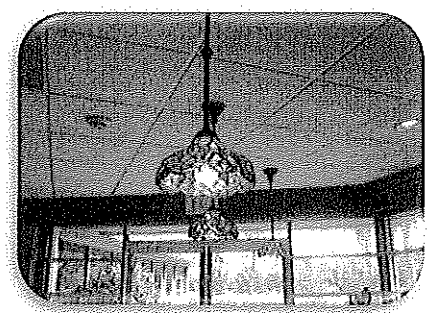
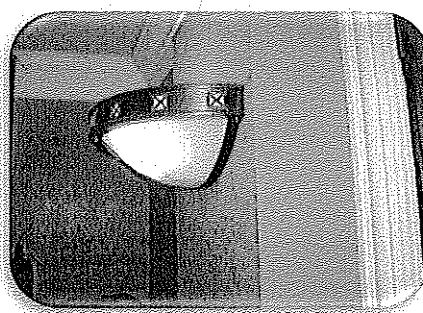
- **Retrofit existing 34 watt T12 fixtures to high efficiency 28 watt or 25 watt T8 fixtures. (Note: some fixtures may need complete replacement and further identification will be performed during the investment grade audit)**
- **Retrofit HID lighting to Induction or LED**



Miscellaneous Incandescent Lamps

During the walkthrough audit, CES observed several fixtures with incandescent lamps. These lamps are recommended to be replaced with compact fluorescent lamps (CFL).

Energy Savings per Fixture			
EOMI INCANDESCENT LAMPS			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
60	13	47	78%



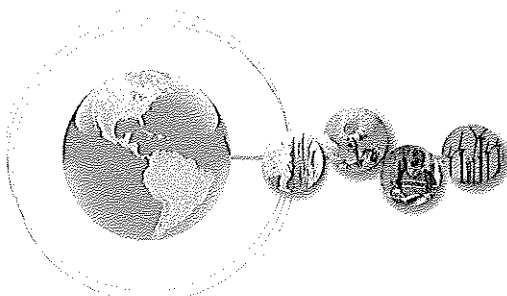
Due to the nature of the operations within the golf course facility, extensive design elements are necessary. Dimming of lighting systems, decorative fixtures and the nature of a privately run business within a public facility all contribute to a significant design challenge. However, with the abundance of incandescent fixtures the opportunity for reduction is quite significant.

Exit Signs

CES proposes to replace the incandescent exit signs with new LED type exit signs that consume 4watts of power.



Energy Savings per Fixture			
EOMI EXIT SIGNS			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
14-30	4	11-26	79-87%



Exterior Lighting

The City's metal halide (MH) and high pressure sodium (HPS) lighting systems are considered high intensity discharge lighting (HID). MH lighting has a rated life in the 10,000 to 15,000 hour range, while HPS has a rated life of about 20,000 hours.

With today's advances in energy efficient lighting technologies such as LED and induction lighting, the energy consumption of your existing HID lighting systems can be **reduced by 50% to 65%**. With a rated life of between 50,000 and 100,000 hours, these newer technologies can also represent a significant operational savings to the City in the form of reduced maintenance material costs and decreased labor hours for fixture repairs.

ConEdison *Solutions* has evaluated energy conservation measures (ECMs) that include both replacing and retrofitting the City's HID fixtures with LED and/or induction lighting technologies. While the energy savings per fixture is typically greater than 50%, the economic paybacks of the ECMs vary greatly due to the varying operating hours of the different systems.

For example, the street lights are on an average of 12 hours per day, all year long, so the total annual energy savings of a street lighting ECM is significant.

So how does the City decide on which energy conservation measures (ECMs) to include in the overall program?

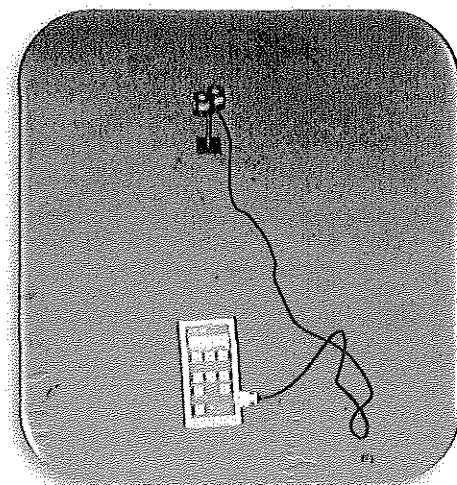
ConEdison *Solutions* has developed a spreadsheet tool called our Energy Conservation Measure (ECM) **MasterPlan**.

All the identified ECMs and various ECM options are plugged into the **MasterPlan**. The **MasterPlan** is a dynamic program that is tied directly into a project summary and project cash flow. The **MasterPlan** can be used to dynamically model, in real time, various ECMs and options, project interest rates, grant buy-down opportunities, utility rate increases, inclusion/exclusion of labor saving, etc.

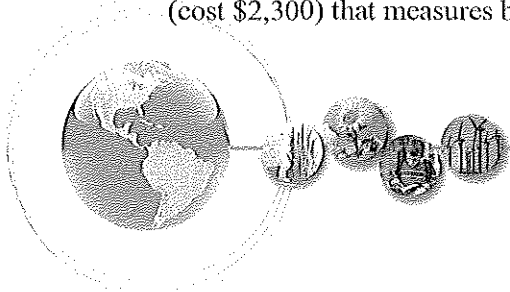
Light Level Readings

While performing the surveys, ConEdison *Solutions* took a number of light level readings.

ConEdison *Solutions* uses a special light meter (cost \$2,300) that measures both photopic and



City of Miami Springs – Proprietary and Confidential



scotopic light levels. Most companies use a standard light meter (cost about \$100) that only measures the photopic light levels.

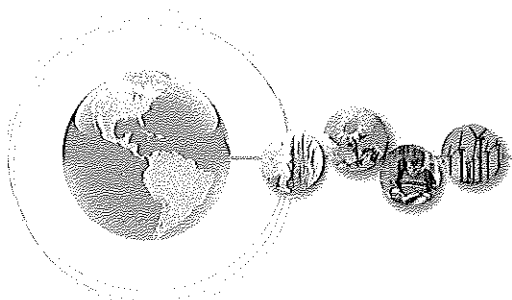
The human eye sees light using both rods and cones within the eye. This is what makes up scotopic and photopic vision. Put simply, photopic vision is how light is perceived during the day, and scotopic vision is how light is perceived at night. Measuring only photopic light levels only provides half the picture.

The light meter used by ConEdison *Solutions* measures photopic and scotopic light levels and then combines the two readings to provide the overall Visually Effective (VE) light levels. This is very important when analyzing lighting ECMs.

As an example, the high pressure sodium (HPS) and metal halide (MH) decorative street lights typically have high lumen outputs, but have low visually effective readings. HPS lighting typically has a yellow/orange color that has high photopic readings but low scotopic readings. Our measurements in the neighborhood confirmed this. Again, scotopic readings are not measured by the traditional light meters.

LED and induction lighting are a whiter light, and typically have photopic light levels similar to or slightly less than the HPS lighting. However, scotopic light levels of LED and induction is much higher than the HPS lighting. Therefore, when you compare the visually effective light levels of the two sources, it is possible to reduce the wattage of the LED and induction lights by 50% to 65% when compared to the HPS and MH and still have the same visually effective light level readings.

If only the photopic light levels of the HPS, MH and LED/induction lighting were compared, the LED/induction lighting would not match up favorably with the HPS or MH lighting. It is therefore critical to consider both the photopic and scotopic (visually effective) light levels when designing lighting ECMs.



Wall Packs

During the audit ConEdison *Solutions* observed many areas that had wall packs with wattages ranging from 150W to 400W. According to building personnel, most of this lighting is on to provide building security. ConEdison *Solutions* proposes to retrofit or replace these wall packs with either Induction or LED lamps. The new lamps will save approximately 50% of the wattage of the HID wall packs and will provide better color rendering for security cameras. Furthermore, the life of the lamps will be approximately 5 to 10 times greater than the existing HID.

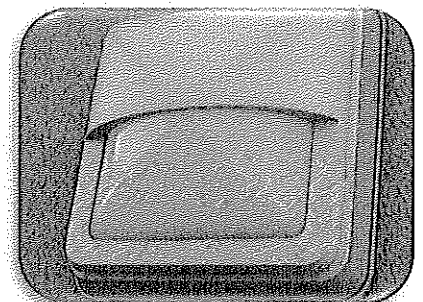
Energy Savings per Fixture			
EXISTING WALL PACKS			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
190 - 465	80 - 200	110-265	58%



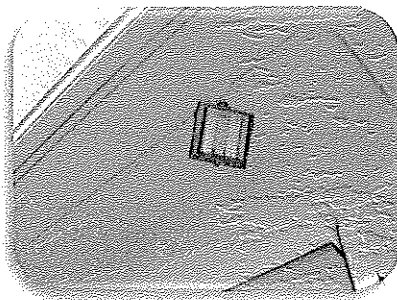
City Hall



Public Works



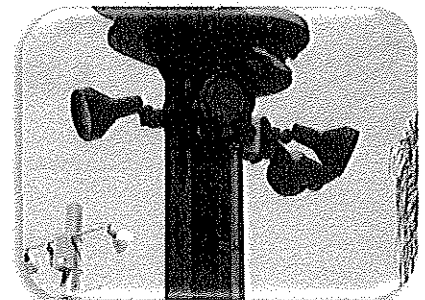
Recreation Center



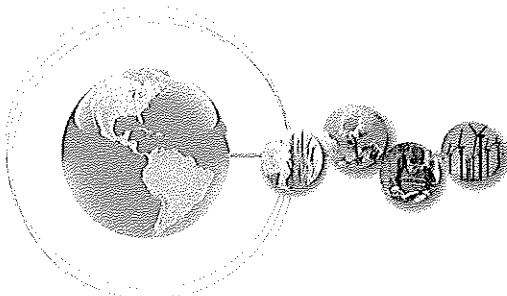
Senior Center



Pool Area



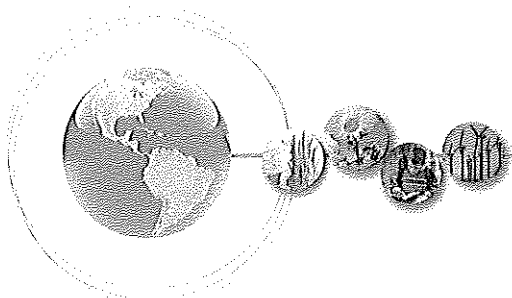
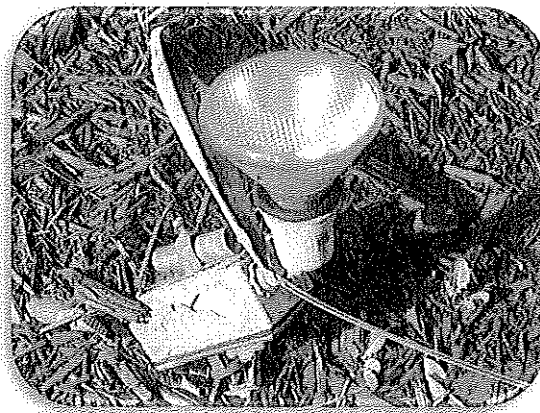
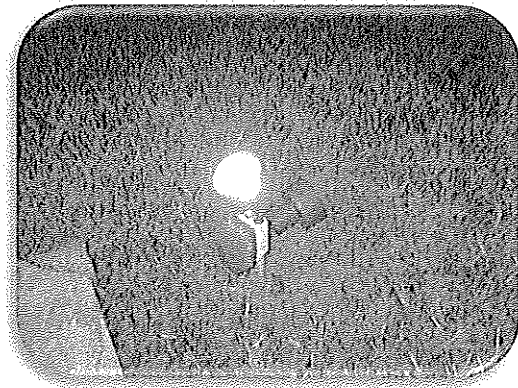
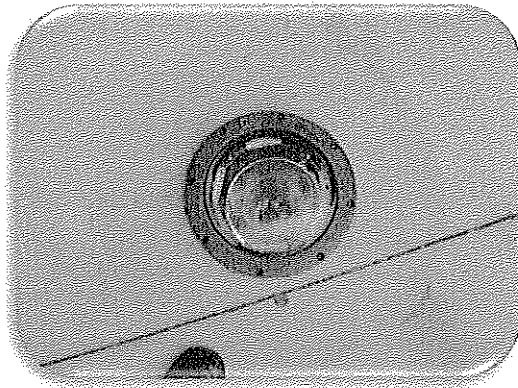
Playground



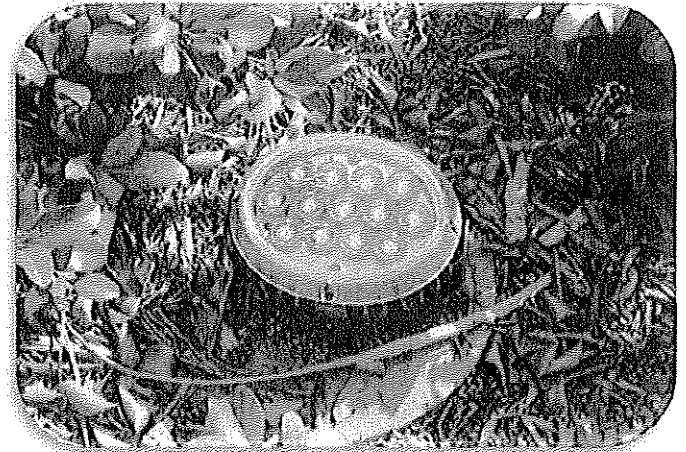
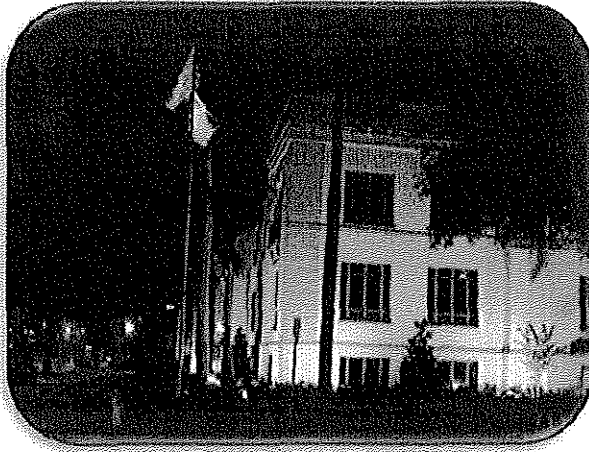
Flag Lights and Accent Lights

During the audit ConEdison *Solutions* observed several HID flood lights installed for illuminating flag poles. The wattages of the lights varied in general, however ConEdison *Solutions* recommends replacing the flood lights with new LED lights with wattages from 13 to 18 Watts.

Energy Savings per Fixture			
ECM: FLAG LIGHTS			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
100-180	13-60	60-160	66%-93%



Example Project: The City of St. Petersburg, FL

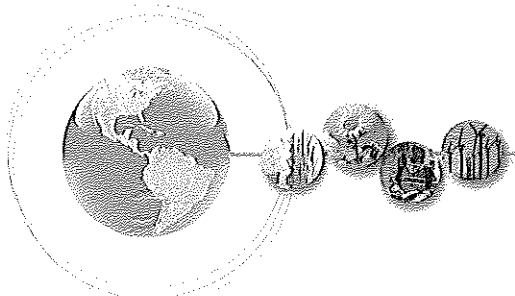


The 2 existing 180 watt metal halide flag pole lights were replaced with 2 new 13 watt weatherproof LED lights as pictured above. The new fixtures represent an **energy savings of 92%**, last 50,000 hours and provide a better color rendering index than the original metal halide fixtures.

Also, the original metal halide fixtures would frequently become wet and burn out long before their rated life of 15,000 hours. The new IP65 rated (weatherproof) LED fixtures have solved this problem.



The flagpole on the left is using two 13 watt LED fixtures. The flagpole on the right is using one 175 watt (210 watts with ballast) metal halide fixture. Notice how the true color of the stainless steel flagpole shows up with the LED lights.



Parking Lot Lighting

The Parking Lot Lighting at the Recreation Complex consists of a mix of Metal Halide fixtures. According to building personnel the lighting is left on for approximately 8-11 hours a night for security reasons.

ConEdison *Solutions* has identified (3) potential options for retrofitting the existing fixtures.

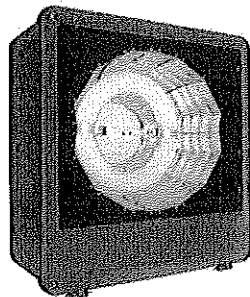
- **Induction retrofit kit (shoebox and cobrahead)**
- **LED retrofit kit (shoebox and cobrahead)**
- **T-5 retrofit kit (shoebox retrofit only)**

1. Induction retrofit

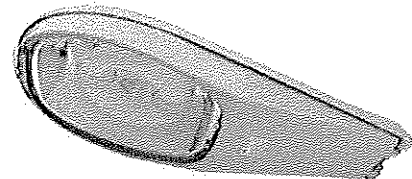
Not only do the retrofit options result in significant cost savings, operation and maintenance savings can also be achieved because the Induction fixtures have a typical rated life of 100,000 hours. Furthermore, better color rendering is provided by Induction over Metal Halide and Induction which makes imaging on security cameras better.



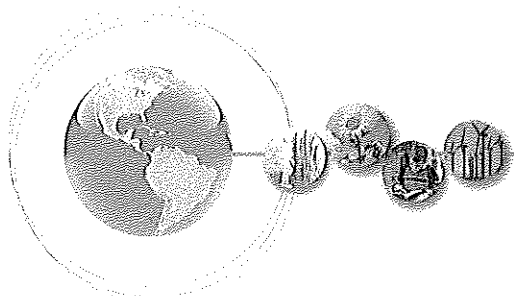
Energy Savings per Fixture			
ECM/INDUCTION PARKING LOT LIGHTING			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
460	200	260	57%



Induction Shoebox Option



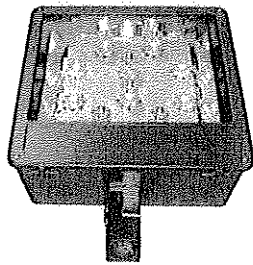
Induction Cobrahead Option



2. LED retrofit

Like the Induction retrofit, the LED retrofit offers additional operational savings over the energy savings because of the typical rated life of 50,000 to 75,000 hours. Further savings can be achieved by using dimmable fixtures

Energy Savings per Fixture			
ECM #12 PARKING LOT LIGHTING			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
460	210	250	54%



LED Shoebox Option

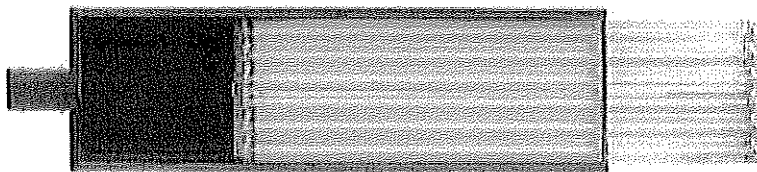


LED Cobrahead Option

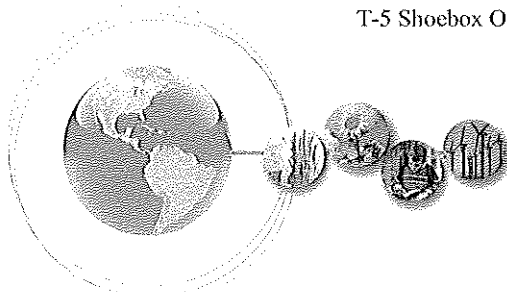
3. T-5 retrofit

The third option is the use of a shoebox retrofit fixture that has T5 lamps. Although the lamps do not have as much rated life as the LED or Induction it still is greater than current Metal Halide and the lamp replacement costs are less expensive and readily available.

Energy Savings per Fixture			
ECM #15 PARKING LOT LIGHTING			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
460	234	226	49%



T-5 Shoebox Option



Example Project – Santa Fe College, Gainesville, FL

The College's parking lot lots originally used 390 watt pulse start metal halide lamps and ballasts. The existing fixtures were heat tested and a custom 200 watt induction retrofit kit was developed for the existing fixtures.

The induction fixture retrofit kits represent an **energy savings of 48%** when compared to the original metal halide system. Also, the induction lighting has a much higher Color Rendering Index (CRI) than the existing metal halide lighting and provides a whiter light with less glare, helping to improve security.



ECM 2: Lighting Controls

1. ECM Description

This ECM focuses on installing occupancy sensor lighting controls and mechanical timers in appropriate areas throughout the City buildings.

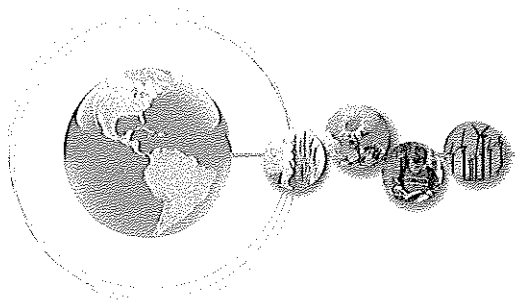
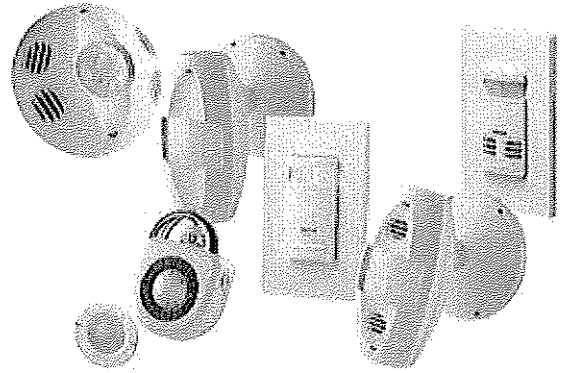
An appropriate area for lighting control is typically one that contains controllable fixtures, which have relatively variable occupancy and does not create a safety hazard if the sensor turns the lights off. Currently, there are vacancy and occupancy sensors in the market. The difference between the two types is related to the sequence with which the sensors turn the lights off.

Vacancy sensors detect when a space becomes vacant and turn lights off automatically after a preset time. Users can manually turn lights on or off at any time by pressing the on/off button. Occupancy sensors function just like a vacancy sensor, but lights turn on automatically when a person enters the room. The advantage of a vacancy sensor with regards to energy savings is that it prevents energy waste by having lights turn on when someone enters a room for just a moment.

Typical applications of occupancy or vacancy sensors include wall switch replacement type sensors installed in smaller rooms (offices, storage, single use bathroom, etc), ceiling mounted sensors installed in larger areas (open offices, conference rooms, large bathrooms, lunch rooms, hallways, etc) and mechanical twist type timers installed in utility spaces (electric, mechanical, telephone, custodial, janitorial, storage rooms, etc...).

2. Existing Systems

During the audit, ConEdison Solutions deployed several Occupancy Data Loggers in various spaces throughout the City facilities. The Appendix shows the individual results of the audit. As can be seen savings from between 15% to 60% of lighting consumption can be achieved by the installation of occupancy sensors in select spaces.

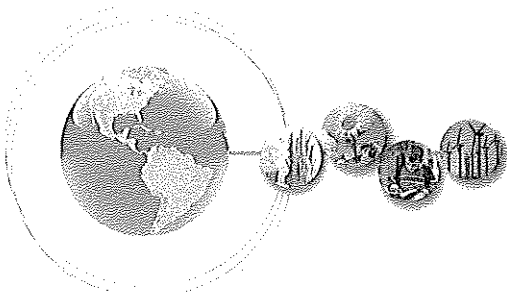
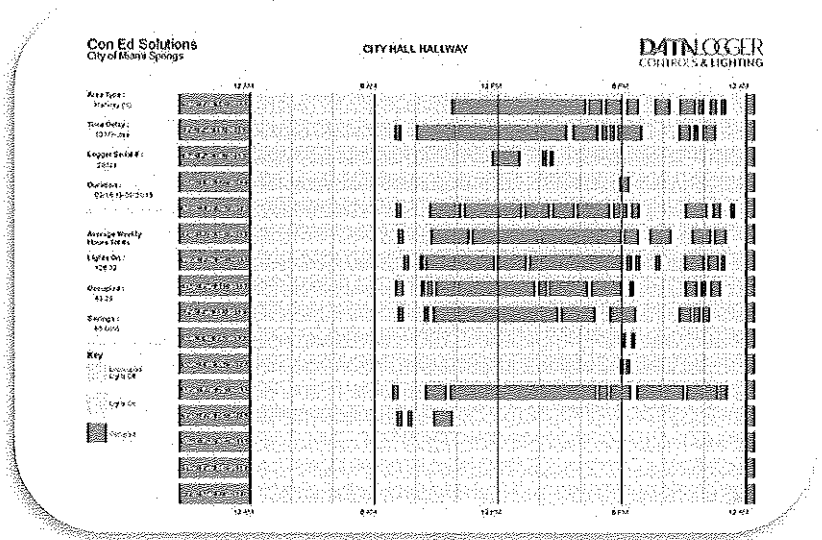
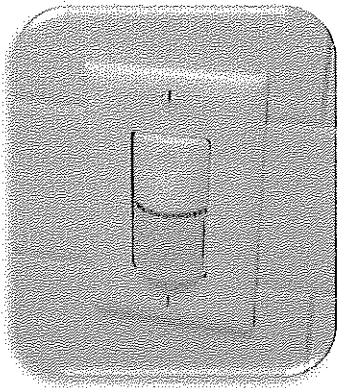


3. Proposed Systems

ConEdison *Solutions* proposes to install dual technology occupancy sensors in spaces such as offices, large storage rooms and single use bathrooms. Ceiling mounted occupancy sensors would be installed in conference rooms, lunch rooms and hallways. Mechanical twist timers or digital timers would be installed in utility rooms such as janitorial rooms and mechanical rooms.

Lighting Savings			
ECM LIGHTING CONTROLS			
Existing Lights on Hours	Proposed Lights on Hours	Hours Saved	Percent Reduction
Varies by Space	Varies by Space	Varies by Space	15% - 60%

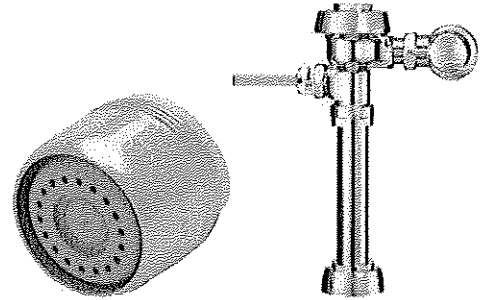
The City already has lighting control systems at the Recreation Complex. A sample of the sensor is shown in the picture below. The potential savings for lighting sensors can be significant as shown in the data below where almost 50% savings can be achieved on specific applications. The blue area on the chart indicate when the area was occupied, while the yellow shows when lighting was on with nobody in the space.



ECM 3: Water Conservation

1. ECM Description

This ECM focuses on several water conservation measures that are available. Many of the plumbing fixtures (water closets, showerheads, faucets) found throughout FCPS are of the high flow design. With the installation of low consumption fixtures throughout a building, the water consumption can drop dramatically. ADA compliance for handicapped accessible fixtures will be maintained with the contents of this project.



2. Existing Systems

ConEdison *Solutions* conducted a room by room audit of the water fixtures at the sites that were audited. The City in general had a mix of low and high flow fixtures. The room by room audit is included in the Appendix of this report.

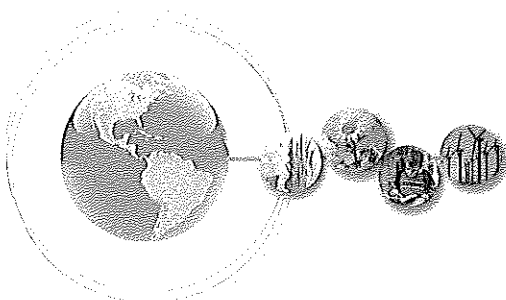
3. Proposed Systems

Flush Valve Water Closets

ConEdison *Solutions* proposes to replace the older 3.5 gpf water closet flush valves with new 1.28-1.6 gpf flush valves. These flush valves are user friendly and require low force to flush. They are also ADA compliant, providing access for everyone. The valves include vandal resistant chrome stop covers for the integral setscrews providing greater security.

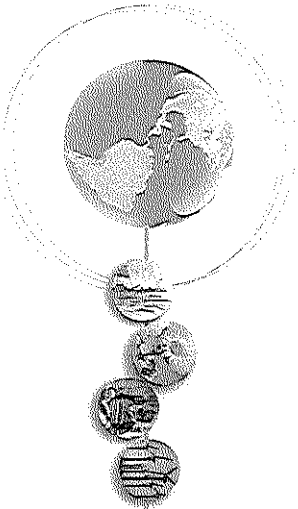
It is also required that the floor and wall mounted bowls be changed out to complete the low-flow replacement. They use a direct-fed siphon jet and have an elongated bowl. The new bowls will include new bolts, wax rings, toilet seats, and caulking of each fixture. In the situation that an ADA (American Disabilities Act) handicapped fixture is being changed out, the new fixture will be an ADA compliant fixture as well.

Water Savings Per Fixture			
ECM1: FLUSH VALVE WATER CLOSET			
Existing GPF	Proposed GPF	GPF Saved	Percent Reduction
3.5	1.28-1.6	2.22	63%



Building Name	Total Existing Fixtures Analyzed	Upgrade Type										
		A1	F1	T1	U1	S1	P1	P2	K-SPRAY	GR1	NO-SAV	DO-NOT
Public Works	13	2	2	3	0	0	0	1	0	0	3	1
Stafford Park	13	6	0	0	0	0	0	0	0	0	5	2
Peavy Field	14	6	0	0	0	0	0	0	0	0	6	2
Recreation Center Pool Complex	77	1	0	2	6	9	0	0	0	0	59	0
Senior Center	16	6	0	0	0	0	2	0	0	0	6	1
City Hall	47	11	1	9	1	4	2	0	0	1	17	1
Golf and Country Club	54	13	0	0	3	0	3	3	2	0	27	0
Library	14	4	0	0	0	0	0	0	0	0	7	2
TOTALS	248	49	3	14	10	13	7	4	2	1	130	9

Scope Summary Upgrade Legend	
Code	Upgrade Type
A1	Restroom Faucet - Installation of 0.5 GPM flow restrictor and repair or replace leaking faucet as needed
F1	Faucet - Replace Std & Single Spigot, cold only with Delay Close (push button) Faucet
T1	Water Closet - Installation of new 1.6 GPF water closet and flush valve
U1	Urinals - Installation of new 0.5 or 1.0 GPF flush valve (dependent on urinal type)
S1	Showers - Replace with new low flow shower heads and repair/replace shower valves as needed
P1	Sinks - Installation of Pedal Valve on Sink
P2	Sinks - Installation of Pedal Valve on Sink + 1.5 GPM flow restrictor
KSPRAY	Installation of new low-flow 1.28 GPM Kitchen sprayer
GR1	Installation of new Geysers-R heat pump on existing electric hot water heater
NOSAV	No Savings to be gained by doing a retrofit - already low flow or low usage
DONOT	Do Not Retrofit (no retrofit available or inadequate information for retrofit or bad payback)



Lavatory Sink Faucets

It is recommended that the aerators on these faucets be replaced with vandal-proof flow control devices. This reduces the water from an average 2.2 gpm to 0.5 gpm. The flow control device that is proposed is the vandal resistant Omni model 900 made by Chronomite Laboratories or equal. These devices are a specialized faucet attachment with a rotating sleeve that prevents tampering with the faucet. These fixtures can reduce the flow to 0.5 gpm, 1.0 gpm, or 1.5 gpm. They also provide greater flow on very low line pressures.

Water Savings Per Fixture			
ECM: LAVATORY SINK FAUCETS			
Existing GPM	Proposed GPM	GPM Saved	Percent Reduction
2.2	0.5	1.7	77.3%

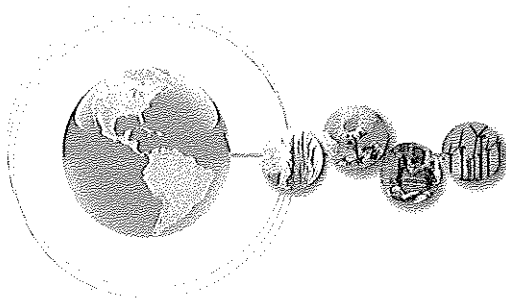
Urinal Flush Valves

ConEdison *Solutions* proposes to replace the high volume urinal valves will be replaced with new flush valves due to the age and condition of the valves. These new valves will reduce the flush volume from 1.5 gallons to .75 gallons.

In areas where the entire urinal needs to be replaced, ConEdison *Solutions* recommends installation of the urinal flush valve and urinal combination that has a flush volume of 0.125 gallons per flush.

Water Savings Per Fixture			
ECM: URINAL FLUSH VALVE REPLACEMENT			
Existing GPF	Proposed GPF	GPF Saved	Percent Reduction
1.5	0.75	0.75	50%

Water Savings Per Fixture			
ECM: URINAL REPLACEMENT			
Existing GPF	Proposed GPF	GPF Saved	Percent Reduction
1.5	0.125	1.375	92%

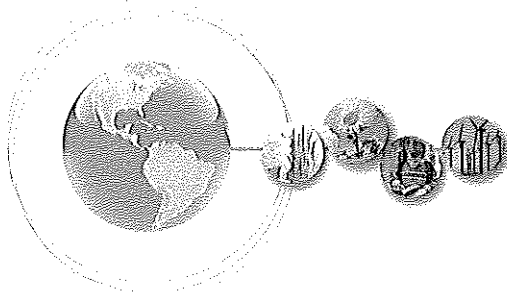


Shower Heads

The existing 2.5 gpm showerheads will be replaced with new 1.5 gpm fixtures. Replacing the shower heads will provide savings in overall water consumption and energy savings associated with heating the water. The replacement fixtures will provide a wide spray pattern at an adequate range of pressure, while conserving water.

Water Savings Per Fixture			
ECMP SHOWERHEAD			
Existing GPM	Proposed GPM	GPM Saved	Percent Reduction
2.5	1.5	1.0	40%

NOTE: ConEdison will install ADA compliant fixtures; however, in cases such as City Hall, this will not correct the remaining ADA issues. These issues may be incorporated into the comprehensive solution if the City Desires.

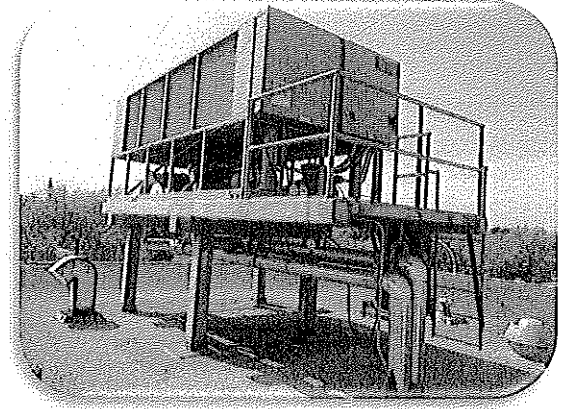


ECM 4: Mechanical Upgrades

City Hall

1. ECM Description

This ECM focuses on upgrades to the chilled water plant at City Hall. The savings from these upgrades will not only come from more efficient equipment but also from modified sequences of operation to optimize the control system.

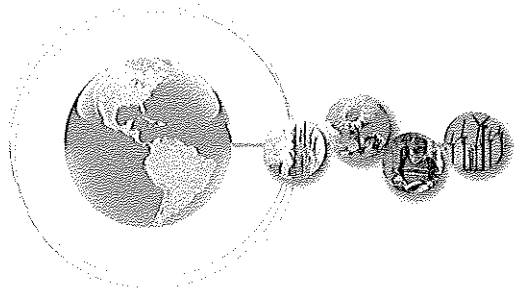


2. Existing Systems

Currently, City Hall is served by (1) 70 ton air cooled chillers manufactured by Trane. Two - 5 HP constant volume chilled water pumps are installed in the mechanical equipment room.

Based on nameplate data, the chiller was manufactured in 2005. There were no current problems reported with the existing chiller; however, we were informed that a compressor was replaced last year. The building's air distribution system is very dirty and is in need of a thorough cleaning.

Based on conversations with the City Administration, the biggest area of concern is the aging ductwork in the building. The primary mechanical system includes the chiller and the air-handling units (installed in 2005) is in good condition and should have several years of life remaining. The ductwork is original (installed in the 1960's) and reportedly has never been cleaned. There have been concerns associated with dust and allergies due to the dirty ductwork. The existing ductwork is known to have asbestos containing insulation which complicates any proposed solution for City Hall heating and air conditioning.



3. Proposed Solutions

ConEdison *Solutions* has considered three different potential solutions to address the City's concerns related to the ductwork. ConEdison *Solutions* will work with the City to determine the option that best meets your financial and operational needs. The options include:

- **Option 1:** The existing chilled water and air handling system is a good system that should have several years of remaining life with proper maintenance. The approximate cost of this option is in the range of \$110,000 - \$160,000 dependent on extent of the cleaning and some level of asbestos abatement.

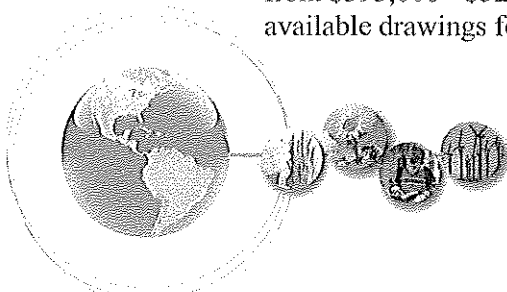
This option includes:

- ✓ Cleaning of the ductwork system (may require some asbestos abatement);
- ✓ Cleaning of HVAC units including evaporator and condenser coils and AHU blower section;
- ✓ Installation of a high efficiency air filtration system designed to trap over 99% of allergens;
- ✓ Installation of high efficiency pumps for the chilled water system.

We recommend cleaning the existing ductwork and air handling system. The system cleaning should include the chiller condenser coils, and air handling unit evaporator coils and blower section. The ductwork cleaning may include everything that can be reached from the existing supply and return grills or new access hatches may be installed to allow a more thorough system cleaning. In the event the City would like access hatches installed, asbestos abatement will need to be performed within 5 feet of each new access. ConEdison Solutions can assist the City in developing the scope of work and obtaining abatement quotes, however all asbestos abatement and subsequent testing will need to be contracted directly with the City. The cost for any abatement will be included within the overall financial Performa and included within the project financing.

Option 1 will also include a test and balance to ensure proper system operation and a general check of overall system operation to ensure proper performance. In addition, we have incorporated a *high-efficiency filter system* designed to have a positive impact on indoor air quality.

- **Option 2:** Replace the existing ductwork, install new Variable-Air-Volume (VAV) terminal units where appropriate, and install new enhanced filtration system. This option would require comprehensive asbestos abatement of the ductwork which will add significantly to the project cost. We have included a budget cost for the asbestos abatement and ductwork replacement, but the numbers will need to be finalized if the City would like to proceed with this option. The relative cost of this ECM will range from \$395,000 - \$525,000. A detailed audit is required to finalize pricing as the available drawings for the existing ductwork are minimal.



Again, ConEdison Solutions will work with the City of Miami Springs to obtain pricing for the required asbestos abatement, but the actual abatement contract shall be performed directly with the City.

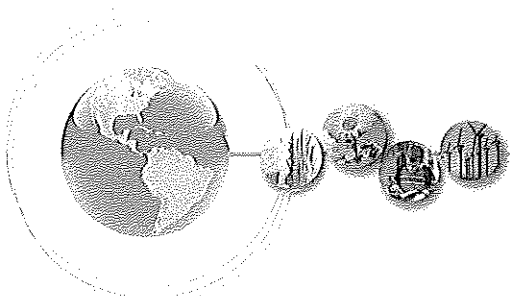
Option 2 will also include complete cleaning of the existing HVAC equipment.

A summary of Option 2 is:

- ✓ Abatement and removal of existing ductwork system;
 - ✓ Installation of **new ductwork**;
 - ✓ Cleaning of HVAC units including evaporator and condenser coils and AHU blower section;
 - ✓ Incorporate a variable air volume (VAV) system for appropriate areas;
 - ✓ Modify chilled water pumping system to variable flow with high efficiency pumps;
 - ✓ Installation of high efficiency filtration system that is designed to trap over 99% of allergens;
- **Option 3:** Install a new Variable-Refrigerant-Flow (VRF) System to replace the existing chilled water and air handling system. Although the VRF system is efficient, it is also the most expensive system. In addition, although the refrigerant piping may be run inside the existing ductwork, outside air is still required to meet building codes. That means either new ductwork must be installed or the existing ductwork will remain in use to meet the outside air requirements. Using the existing ductwork to supply the outside air does not truly address the City's concerns related to the current ductwork conditions. The cost for the VRF system is approximately \$795,000; however, some asbestos abatement may still be required and it would still be recommended to clean the existing ductwork if it would be used to meet outside air requirements.

Variable-Air-Volume (VAV):

A Variable Air Volume (VAV) system modulates the amount of air being delivered to a space in order to maintain a constant space temperature. There are two primary advantages to VAV systems. The fan capacity control, especially with modern electronic variable frequency drive reduces the energy consumed by fans, which can be a substantial part of the total cooling energy requirements of a building. Dehumidification is also greater with VAV systems than it is with constant-volume system, which modulate the discharge air temperature to attain part load cooling capacity.



Enhanced Filtration:

Issues such as air quality and sustainability are important with government projects just as they are in the private sector. In addition, though, Dynamic Air Cleaners have been chosen for applications within the U.S. military and sensitive government office buildings because of their effectiveness with airborne chemical threats such as Anthrax.

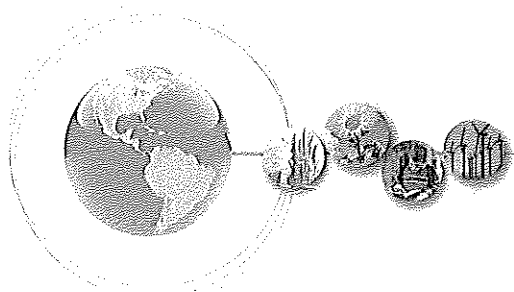
High Efficiency Air Cleaning – Dynamic Air Cleaners remove dangerous airborne particles that other air cleaning systems miss...including odors, VOCs, smoke, bacteria, allergens, fine dust, molds and pollen...without producing any harmful ozone. When properly applied Dynamic Air Cleaners can have a significant impact on removing odors from outside air as the air comes through the ventilation system.

Lower Operational Costs - Studies show that 92% of the cost of filtration is something other than the media, including energy (fan horsepower to push the air through the filter), labor to change the media and costs of disposal. Dynamic Air Cleaners can have a significant impact on reducing these costs as compared to bag and cartridge filters. Dynamic V-bank air cleaners can last up to 7 times longer than comparable cartridge filters and can cut down the mid-life static pressure by as much as 1.5" which saves significantly on the horsepower required for specific air handler.

Reduced Ventilation Air Costs - The conventional approach to ventilation air, as specified in ASHRAE Ventilation Standard 62, is to introduce fresh, outside air, to dilute contaminants. The amount of outside air depends on the number building occupants. Most school HVAC systems are designed for 15 CFM per person. This can be costly, in terms of conditioning outside air, and sometimes ineffective, when the outside air is polluted. Cleaning the air, rather than diluting it, can save energy...and money. With Dynamic Air Cleaners, outside air requirements can be cut in half...or even to a third - under the guidelines of ASHRAE Standard 62 IAQ Procedures. And Dynamic Air Cleaners have lower static pressures than other high efficiency air cleaners.

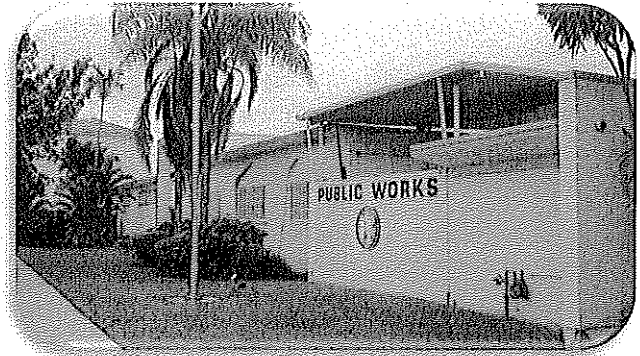
Variable CW Pumping:

Install a Variable Frequency Drive on the chilled water pump. ConEdison *Solutions* can install a VFD on the chilled water pump and replace the three-way control valves with new two-way control valves at each air handling unit. This will allow chilled water flow to be reduced at lower cooler loads and save energy by reducing pump and chiller loading.

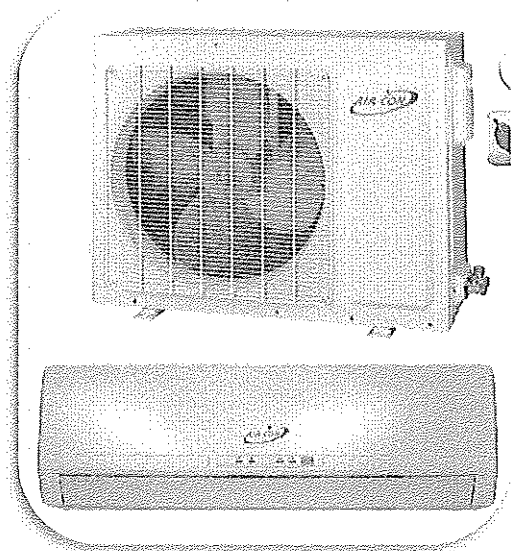
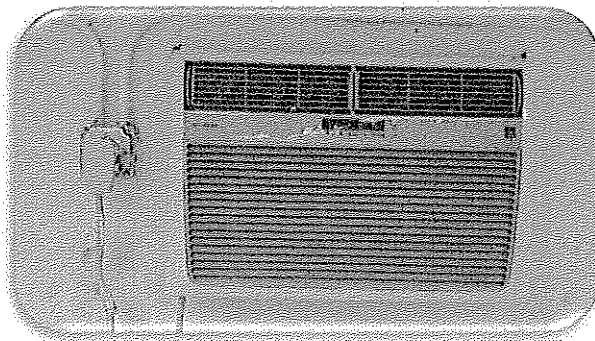


Public Works Mechanical Upgrades

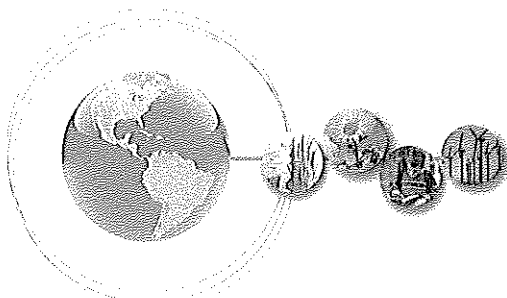
The majority of the air conditioning serving the Public Works building is old window air conditioning units. The typical energy efficiency rating (EER) for this type of unit is approximately 7-8 EER which is very inefficient. In addition, these units have limited control capabilities and are presently running 24/7.



ConEdison Solutions recommends replacing the existing window units with high efficiency mini-split systems. The mini-splits typically have an efficiency in the range of 16-18 EER which means energy usage for heating and cooling can be cut in half! *The electrical system at Public Works will need further evaluation to see if additional electrical system upgrades would be required to support the new HVAC system.*



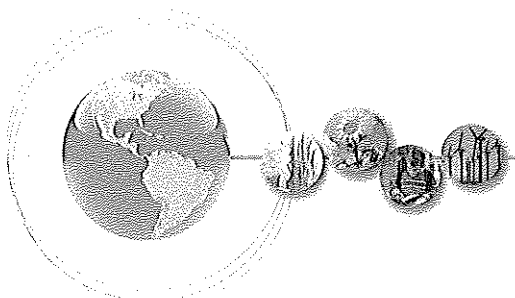
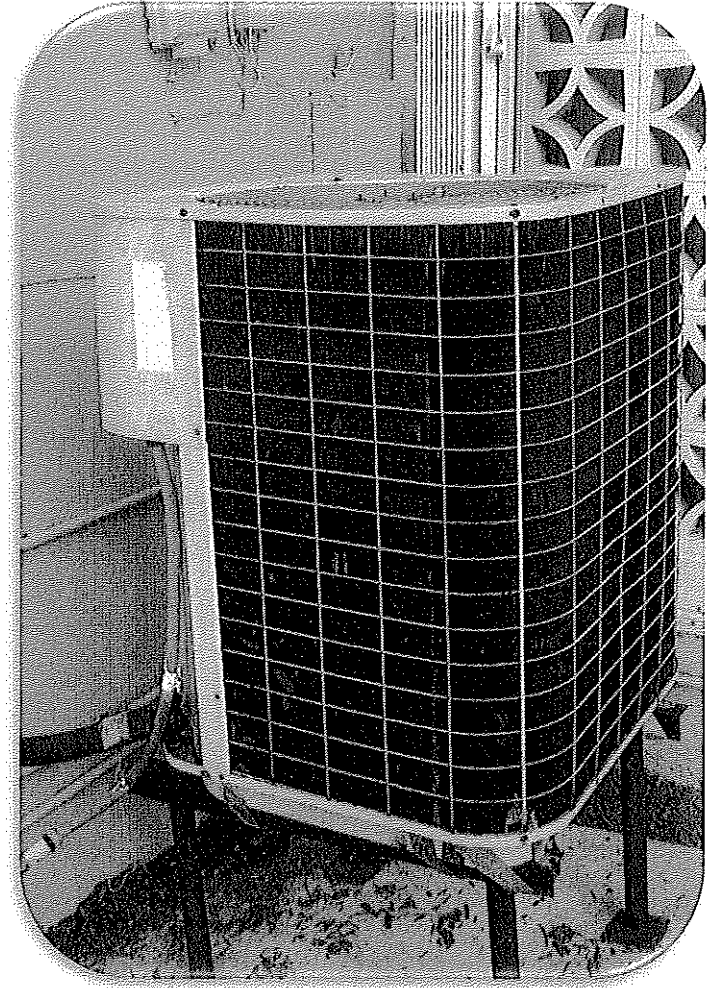
Replacement of an 18,000 btu window unit with high efficiency mini-split			
Existing Watts	Proposed Watts	Watts Saved	% Reduction
2250	1059	1191	52.9%



Senior Center Mechanical Upgrades

The heating and cooling system at the Senior Center consists of three split systems. Two of the split systems are in good condition, but the 5-ton Nordyne DX split-system is approaching its end-of-useful life. ConEdison Solutions recommends the replacement of this unit with a new high efficiency split system.

The new unit will have an energy efficiency rating of 13 and will be installed on a new metal stand. New refrigerant lines will be installed.

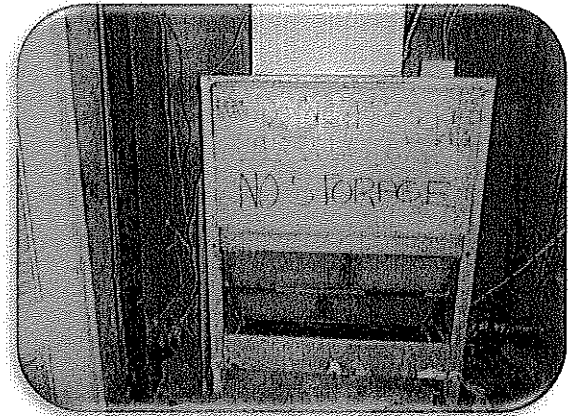
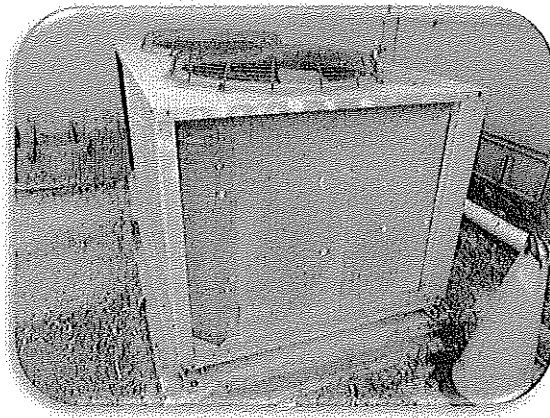


Golf Course Mechanical Upgrades

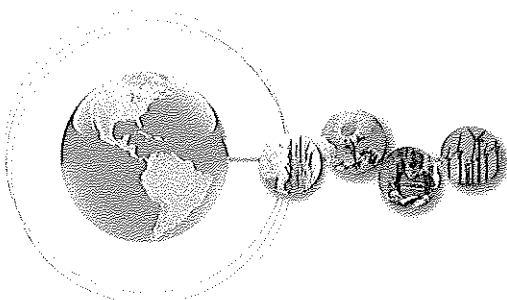
Several of the existing heating and cooling units at the golf course are approaching end-of-life. Based on interviews with the Miami Springs maintenance staff 3 of the units are rarely run and not recommended for replacement at this time.

ConEdison Solutions is recommending the replacement of the following units:

- ✓ Carrier 10ton DX split M# 38AK-012
- ✓ Carrier 2 ton DX split M# 38AKS024
- ✓ Carrier 4 ton pkgd RTUM# 50HJ-005 208-230v/3ph
- ✓ Carrier 4 ton pkgd RTU M# 50HJ-005 208-230v/3ph



In addition, ConEdison Solutions is recommending the installation of a 1-ton high efficiency mini-split for the pro-shop based on existing comfort issues resulting from the limitations of the existing air duct system.



ECM 5: HVAC Controls

1. ECM Description

This ECM focuses on the installation of networked controls throughout several buildings in the City of Miami Springs in order to have control of temperatures and schedules of HVAC equipment from a central location. Energy savings is achieved through control strategies such as:

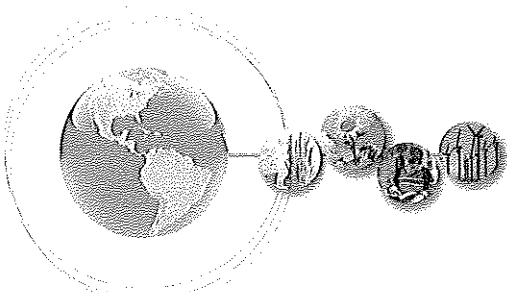
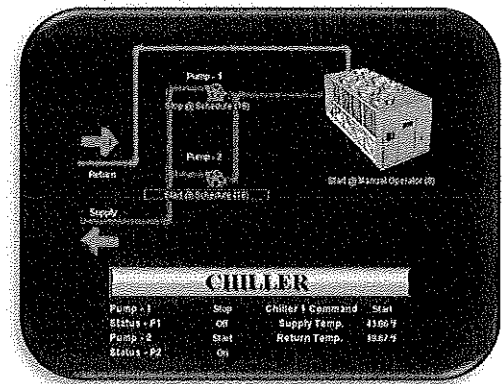
- Unoccupied setback;
- Room temperature reset;
- Chilled water reset;
- Optimum start/stop;
- Variable primary/secondary chilled water flow;
- Supply air reset;
- Outside Air Economizer;
- Variable frequency drives

2. Existing Systems

Facilities throughout the City of Miami Springs have a mix of different types of controls and settings. Below is a brief description of each type of control system observed:

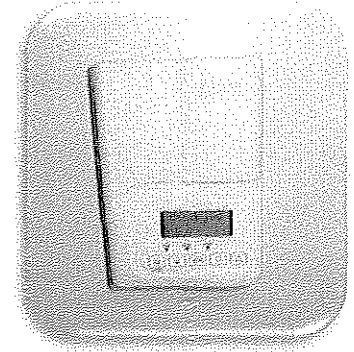
City Hall

City Hall currently has an Invensys direct digital control system that is approximately 7 years old. The system controls the chilled water plant and the chilled water air handling units. Control of the chilled water plant includes on/off control of the chilled water pumps, on/off control of air handling unit fans, and control of chilled water valves to maintain space temperature. The system has a computer based operator interface that allows for individual scheduling and temperature control of air handling units.



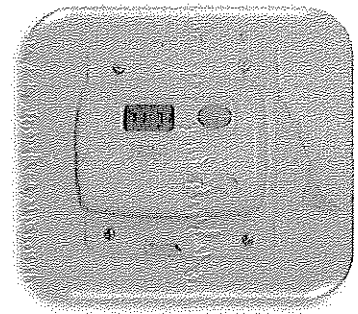
Recreation Complex

The Recreation Complex building controls consists of a new Distech direct digital control system that controls the roof top units and split systems. Outside air is modulated to the gymnasium based on a CO₂ sensor.



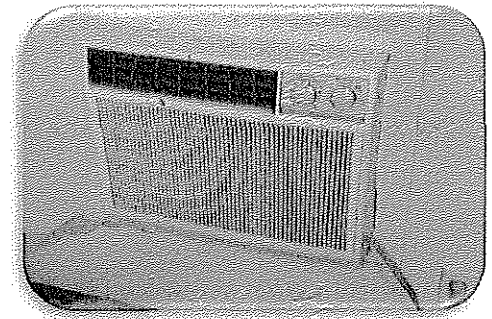
Senior Center

There are presently no direct digital controls at the Senior Center. Temperature control is presently maintained using non-programmable thermostats.



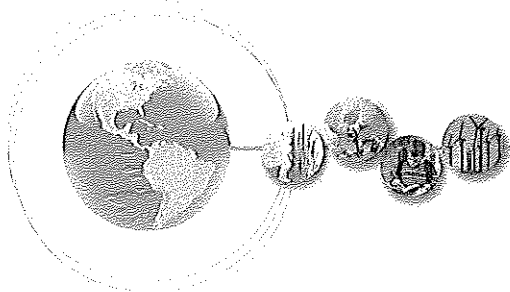
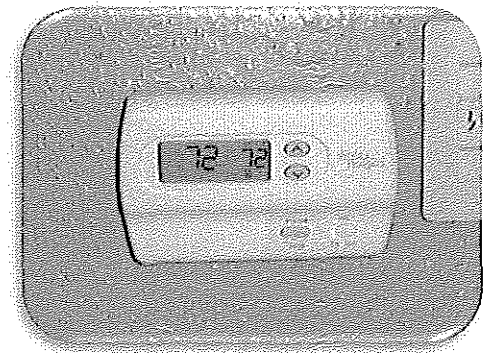
Public Works

The split system serving the Public Works office area is controlled by an electric, non-programmable thermostat. The window units have no independent control and control temperatures using their on-board on/off – warmer/cooler controls.

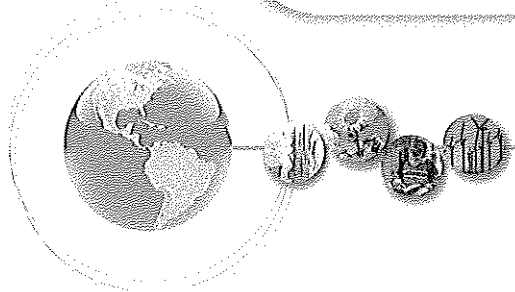
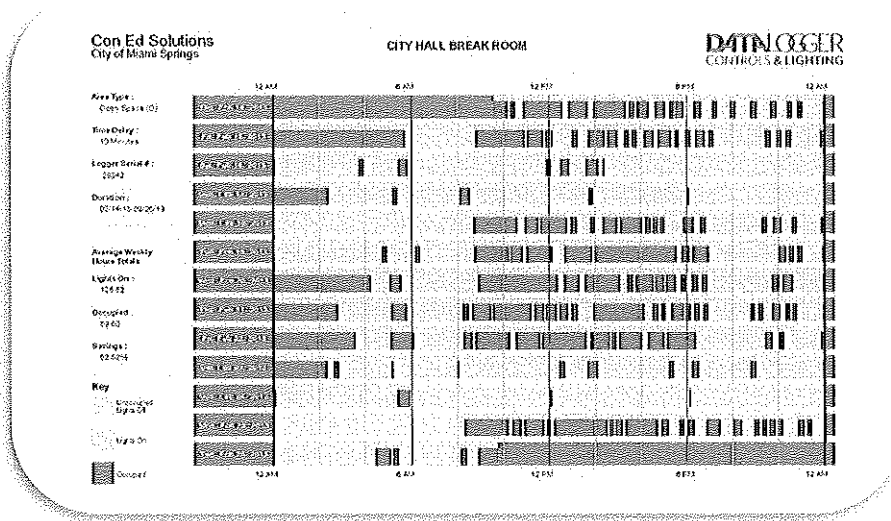
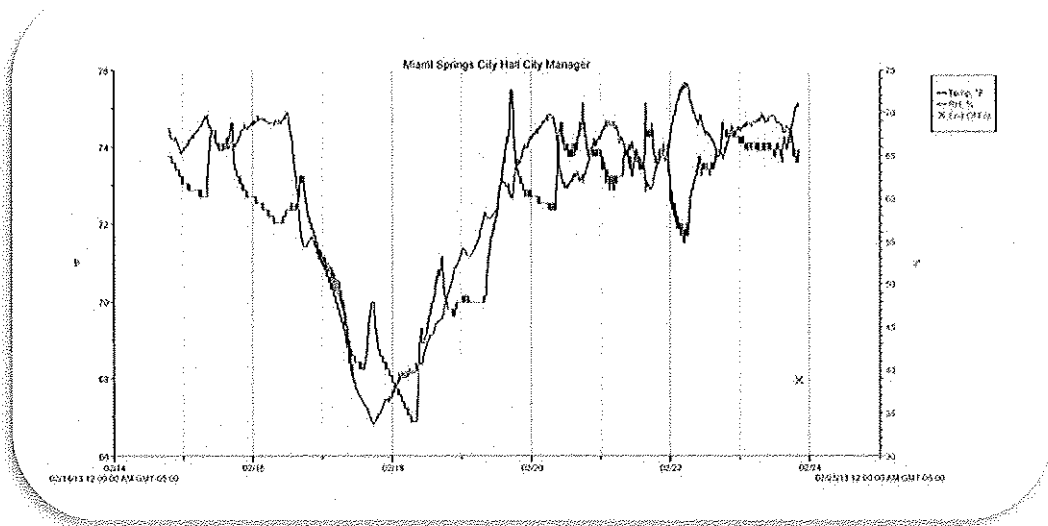


Golf Course

The roof-top units and split systems at the golf course are all controlled by non-programmable thermostats.



ConEdison Solutions deployed several occupancy sensor, temperature and humidity data loggers throughout the City to determine how the existing lighting and HVAC systems were working. As can be seen from the sample charts below that are from the City Manager's office at City Hall, it appears that the temperature control system does have proper setback controls. As can be seen the temperature of the space is ranging from 70 deg. F. to 74 deg. F throughout the 2 week period with the exception of the weekend. However, the humidity appears to be high reaching approximately 76% with very little humidity control. Areas of City Hall, such as the break room and hallways show significant opportunities for savings through the implementation of lighting controls as well.



3. Proposed Systems

ConEdison *Solutions* proposes to upgrade controls at various locations throughout the City to new DDC controls that is an “Open System”. A truly “Open System” should:

- Allow the City to buy an future upgrade products from multiple sources thus allowing for competitive pricing.
- Allow for multiple sources of service.
- Allow the City to have complete access to the system including any database generation tools, controller configuration and programming tools.
- Communicate using a non-proprietary protocol (BACnet)

ConEdison *Solutions* thus recommends any control upgrades be installed use a Java-based infrastructure software system (Niagara Framework) that can be easily expanded in the future as the City requires. The system is based upon the Tridium Jace (Java application control engine).

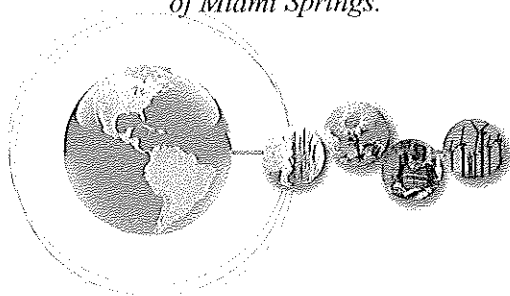
City Hall

The control strategy will depend on the mechanical option that is selected by the City of Miami Springs. If the City elects to install a new VRF system, a new control system will be required. However, ConEdison *Solutions* would recommend to recommission the existing Invensys control system while utilizing the existing chiller and air-handling system. There is a lot of opportunity to enhance the system performance and improve comfort through re-commissioning. For example:

- CHW valves seem to be hunting.
- The humidity is high in some areas.
- The CO2 sensor for the Council Chamber appears to be out of calibration which will result in excessive outside air being introduced into the facility.
- Adding controls for a variable flow chilled water system

Recreation Complex

Note: *The controls for the Recreation Complex will be further evaluated in the Investment Grade Audit. The below strategy has been identified; however, additional building modeling is required to determine if this will be a cost effective strategy (cost vs. savings) for the City of Miami Springs.*



The existing Distech controls systems is a decent system for this facility. It is possible to achieve greater energy savings by modifying this system to better leverage its capabilities. The existing roof-top units have 2 stages of cooling, this makes it possible to slow the evaporator fans down when 1 stage is running to maintain a constant leaving air temperature of 55 °F in the larger spaces, like the gym & black-box theater. Not only would this modification be *more efficient, it would also result in better humidity control.* The improvement would require replacing the thermostats with DDC controllers and adding the appropriate programming logic.

Senior Center

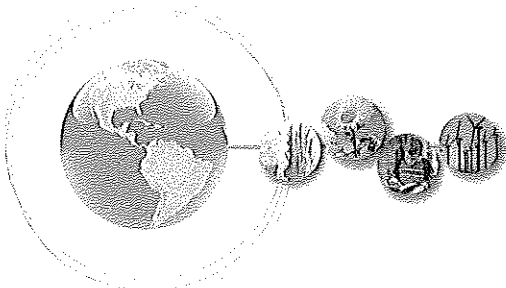
ConEdison Solutions suggests a wireless system with remote internet access for up to 4 units. This is a flexible system that will allow remote monitoring and provide energy savings reduce wear and tear on the equipment as the units are presently running 24/7. In addition, it is possible to integrate motion sensors that can control both the lighting and the heating and air conditioning to turn the lighting off and place the air-conditioning in a setback mode when the facility is not occupied.

Public Works

Based on the small units serving this facility, the most cost effective option will be stand-alone programmable thermostats. Once again, our intent will be to utilize a thermostat with the capability of integrating with the lighting controls to automatically place the air-conditioning in a set-back mode when the spaces are not occupied.

Golf Center

ConEdison Solutions recommends installing the Niagara JACE with networkable thermostats. This is an open protocol system that is offered by several different companies that will ensure competitive pricing (Honeywell WEBs, Johnson FX, Distech or Invensys).



ECM 6: Street Lighting

Street Lighting

The City has a combination of street lighting of which 933 fixtures are owned and maintained by Florida Power and Light and 486 fixtures are owned by the City of Miami Springs. At this point ConEdison Solutions has not been able to obtain any detailed information regarding the wattage or voltage of the existing City street lights. We have made the following assumptions for the preliminary evaluation:

- ✓ An average wattage of 460W per street light
- ✓ Existing voltage of 208V
- ✓ Average burn hours of 10 hours per night with photo-cells

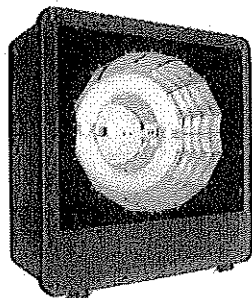
ConEdison *Solutions* has developed (2) options for retrofitting the existing fixtures.

- **Induction retrofit kit (shoebox and cobrahead)**
- **LED retrofit kit (shoebox and cobrahead)**

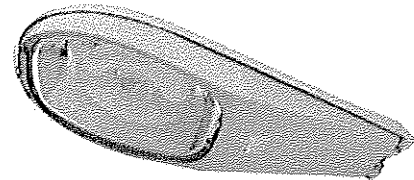
4. Induction retrofit

Not only do the retrofit options result in significant cost savings, operation and maintenance savings can also be achieved because the Induction fixtures have a typical rated life of 100,000 hours. Furthermore, better color rendering is provided by Induction over Metal Halide and Induction which makes imaging on security cameras better.

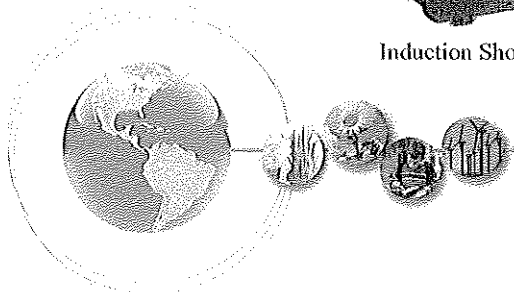
Energy Savings per Fixture			
ECM: INDUCTION PARKING LOT LIGHTING			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
460	200	260	57%



Induction Shoebox Option



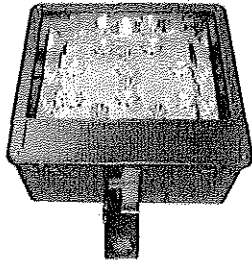
Induction Cobrahead Option



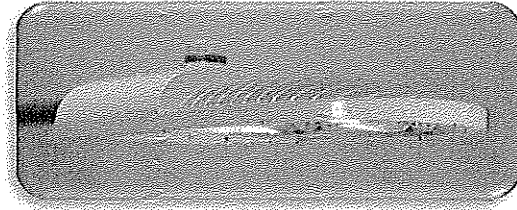
5. LED retrofit

Like the Induction retrofit, the LED retrofit offers additional operational savings over the energy savings because of the typical rated life of 50,000 to 75,000 hours. Further savings can be achieved by using dimmable fixtures

Energy Savings per Fixture			
COMMERCIAL PARKING LOT LIGHTING			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
460	210	250	54%

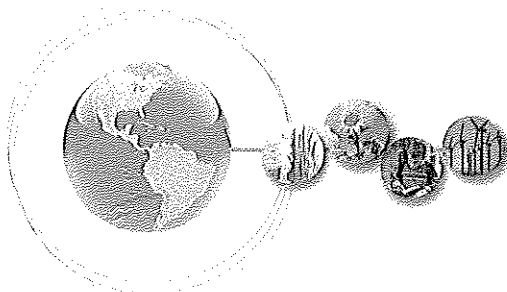


LED Shoebox Option



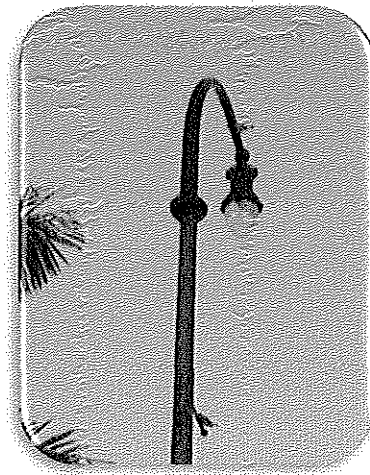
LED Cobrahead Option

City Owned Street Lights					
Existing Watts	Proposed Watts	Wattage Saved	Energy Cost Savings	Maintenance Cost Savings	Total Savings
100	50	50	\$ 20.81	\$39.84	\$ 60.65
150	50	100	\$ 20.81	\$20.28	\$ 41.09
200	120	80	\$ 233.02	\$357.84	\$ 590.86
400	200	200	\$ 41.61	\$25.68	\$ 67.29
175	80	95	\$ 7,905.90	\$7,152.00	\$ 15,057.90
250	120	130	\$ 27.05	\$25.80	\$ 52.85
400	200	200	\$ 1,373.13	\$835.56	\$ 2,208.69
Total Savings:			\$ 9,622.31	\$8,457.00	\$ 18,079.31



Decorative Acorn Style Street Lights

During the audit, City personnel had expressed some interest in decorative street lighting for specific areas of the City. The same level of savings can be achieved as for the cobra head fixtures; however, the cost of modifying the existing light poles to a decorative fixture would require additional capital dollars.

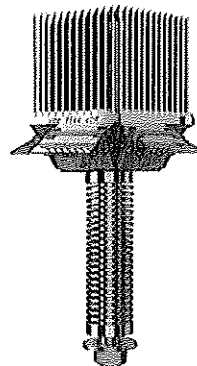
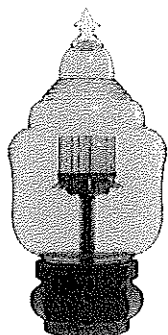
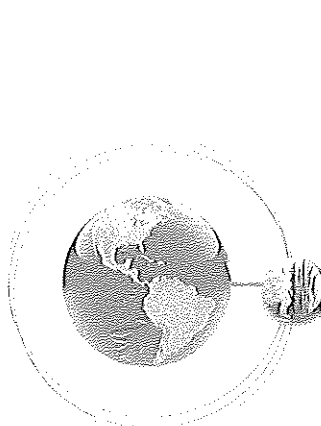


ConEdison *Solutions* can develop potential decorative street lighting ECM options including:

- **LED Retrofit Kits:** Retrofit the existing fixtures with LED retrofit kits.
- **Induction Retrofit Kits:** Retrofit the existing fixtures with induction retrofit kits.

1. LED Retrofit Kits

Retrofit the existing HID fixtures with LED retrofit kits. The LED retrofit kits have a rated life of 50,000 hours. The existing poles are to remain. Note that the existing fixture watts are 120 watts total (100 watts bulb and 20%, or 20 watts, ballast consumption). LED and induction systems have no ballast consumption.



2. Induction Retrofit Kits

Retrofit the existing HID fixtures with induction retrofit kits. The induction retrofit kits have a rated life of 100,000 hours.

Energy Savings per Fixture			
ECM: DECORATIVE ACORN STREET LIGHTING			
Existing Watts	Proposed Watts	Watts Saved	Percent Reduction
180-300	80-150	100-150	50-56%

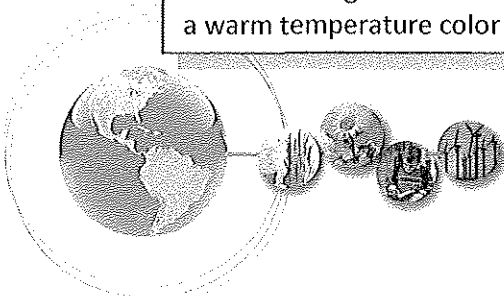
Example Project – The City of St. Petersburg, FL



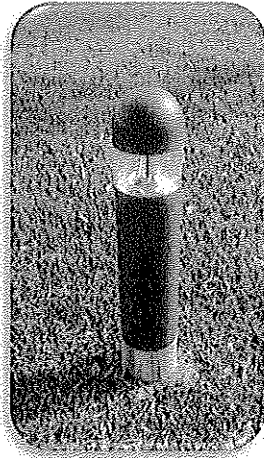
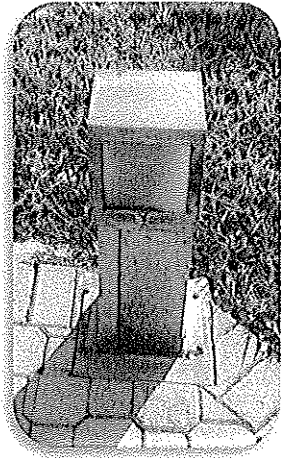
Approximately 2,000 of the City's Acorn style lights were retrofitted with custom made induction retrofit kits as pictured above. The retrofit kits were installed on city streets, neighborhood streets and in city parks.

Existing metal halide and high pressure sodium systems ranging from 120 watts to 290 watts were replaced with 55 watt to 165 watt induction retrofit kits. The project has an average **energy savings of 60%**. Also, the induction retrofit kits have a rated life five to ten times longer than the systems they replaced and are expected to **last for over 20 years** when operated 12 hours per day.

For busy city streets, a bright white temperature color of 5000 Kelvin was used. For neighborhood streets where residents preferred a "warmer" color, a warm temperature color of 3000 to 4000 Kelvin was installed.



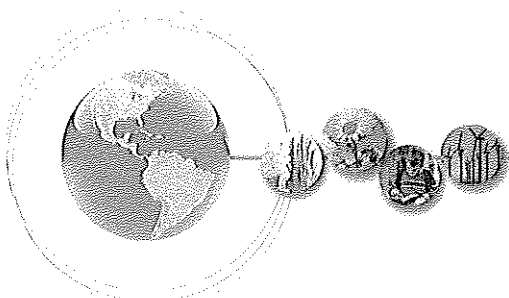
Decorative Bollard Walkway Lighting



The City of Miami Springs is presently using 23W compact fluorescents for the bollard lighting. This is a relatively efficient solution, but replacing the compact fluorescents with high efficiency LED lighting would provide additional energy savings and longer life expectancy as compared to the compact fluorescents. We do not presently have a count of all of the existing bollard lighting, but the table below shows the energy savings for 1,000 fixtures.

Fixtures	Before Wattage	After Wattage	Burn Hours	Annual kWh Savings	15 Year Savings
1,000	23	8	3650	54,750	\$ 65,700.00

In addition to the energy savings, the labor savings would also be significant when the lamp life is extended by a factor of three. This ECM can be further developed in the investment grade audit if desired by the City in order to evaluate both cost and savings. At this point, we have determined that retrofitting the existing cannot be funded entirely through energy savings; however, this could be incorporated to allow the City to make the improvements now while taking advantage of very low interest rates.



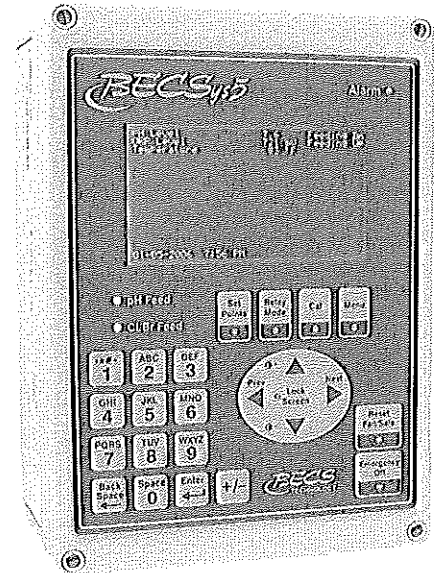
ECM 7: Pool Automation and Control

1. ECM Description

Overview

Pool pumps have traditionally been designed to operate at full motor speed while utilizing proportioning valve to restrict flow to desired levels and match automatic chemical feed systems. Pumps also need to be oversized to allow for temporary additional restrictions such as heaters and pool filters. Installing a variable frequency drive will allow pumps to operate at the precise speed necessary to provide the desired flow reducing energy consumption.

Coupling the VFD installation with advanced pool automation controls integrates important pumping system with the water sanitation system allows you to synchronize the water chemistry parameters resulting in reduced chemical usage, improved water quality and assures health code compliance.

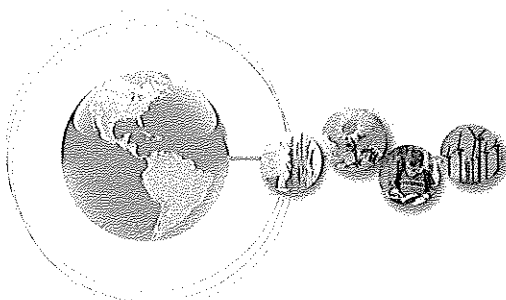


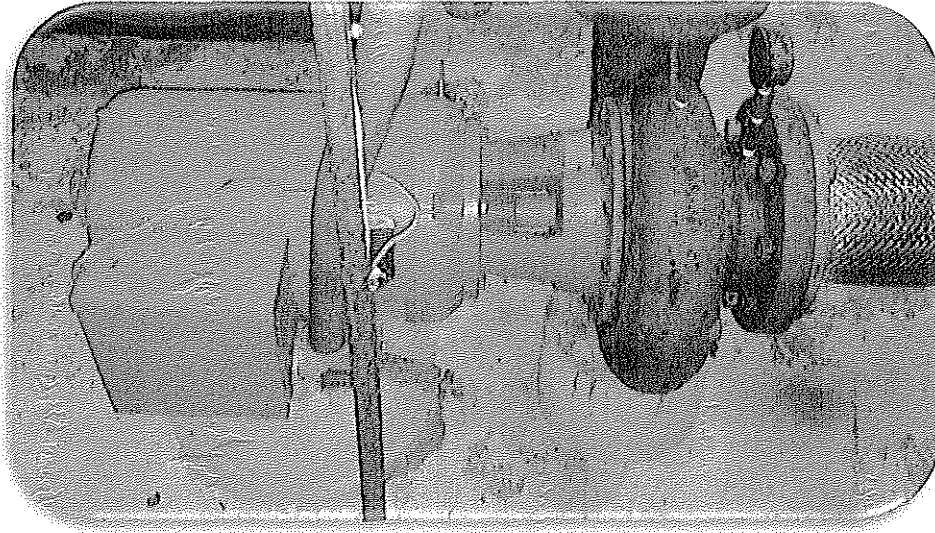
Detail

ConEdison Solutions proposes to replace existing pool controls with an intelligent web-based control system. This provides the end-user with an intuitive, user-friendly control of the aquatic facility energy and chemical consumption, extending equipment life while allowing for remote access, alarms, data-logging and overall system control and monitoring.

2. Existing System

The recirculating pool pumps are all currently controlled by a basic Strantrol controller and operate 24/7 to maintain water chemistry parameters within health code regulations. Pool Chemical are automated and controlled by a separate chemical feed system. The existing 25hp pump operates at constant speed regardless of bather load. This process is very energy intensive.





3. Proposed System

The proposed design is to install new a new pool automation controls with variable frequency drives on both recirculating pump motors. The new controls will be a state-of-the-art BECSys7 control system capable of advance water chemistry control, variable speed circulation pump controls and enhanced access to vital information such as pH and ORP including remote access via a pc or smart phone.

Below are some of the features and benefits of the proposed automated control system.

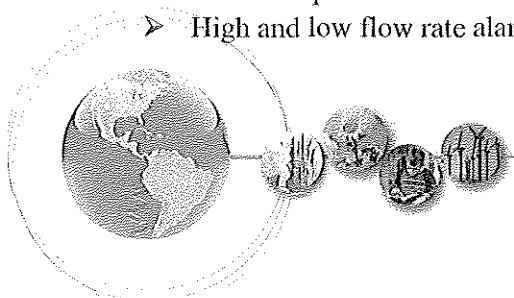
Features & Benefits

Advanced Water Chemistry Control- Integration of water chemistry and pump control opens the opportunity for more intelligent overall system control.

- Real-time adjustment of peak/off-peak flow rate settings
- Blended flow rate
- Maintain minimum turnover rate on a daily, or weekly, basis

VFD/Circulation Pump Control- Operator-settable parameters for closed-loop control of circulation pump

- VFD/Pump Set Point selectable as either flow rate or effluent filter pressure
- High and low flow rate alarm points



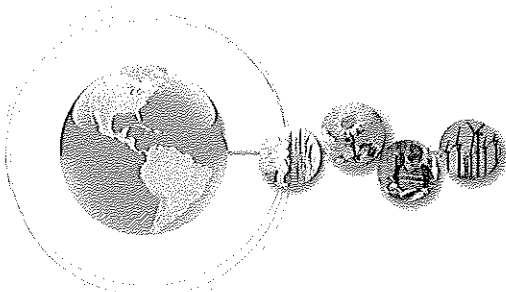
- Backwash override algorithm
- Ramp up / Ramp down profile settings
- Minimum output (floor) setting
- Four (4) Manual Turndowns
 - Easily activated from top-level menu on BECSys front panel
 - Uses operator-specified alternate settings for pre-determined period
 - Each manual turndown can be renamed by the operator: Race, Free swim, Cleaning...
- Four (4) Scheduled Turndowns
 - Automatically activated at operator-programmed day/week start/stop time
 - Example: Night setting from 10:00PM – 6:00 AM
 - Each scheduled turndown can be renamed by the operator: Weeknight, Weekend night

Total Dynamic Head (TDH) monitoring- Real-time Total Dynamic Head of circulation pump displayed on front panel, and recorded in integral data logs

- High and Low TDH alarm points
- Operator settable parameters
- Local alarm notification on front panel, and recorded in integral Event Logs
- Remote alarm notification to service and/or management personnel

*Enhanced access to vital information-*Allows user to remotely monitor vital statistics necessary for proper operation as well as recording of parameters for Health Code Requirements.

- Remote access using BECSys for Windows PC software
- Pump set points, alarm points, and configuration parameters all available
- Integrated water chemistry and pump graphical analysis tools
- Utilizes BECSys historical data logs
- Analyze pH, ORP, flow rate, TDH and associated events on same graph
- Unified alarm notification
- Pump system alarm notification through the same mechanism as water chemistry alarms
- Information sent via Pager, Fax, Email or SMS Text Messaging

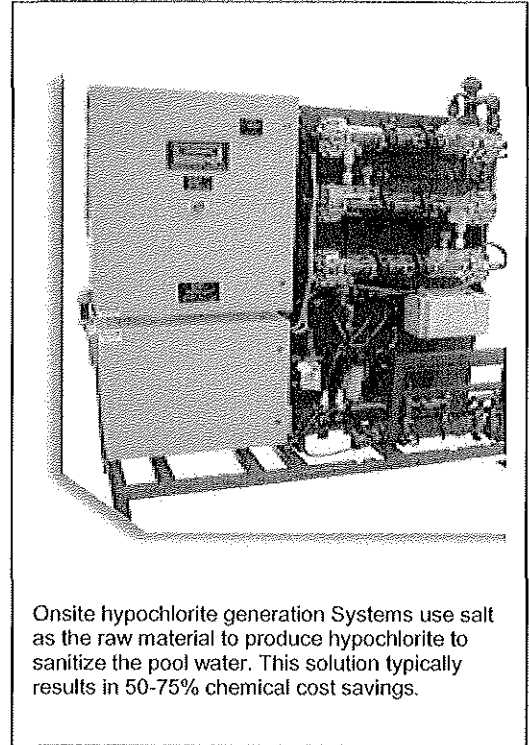


ECM 8: On-Site Hypochlorite Generation

1. ECM Description

The swimming pool currently has a hypochlorite based sanitization system. Chlorine, sodium bicarbonate, calcium chloride and several other chemicals are used in varying dosages to maintain water chemistry within the allowable parameters in accordance with local health and safety codes for public swimming pools. This is an effective but costly water treatment process.

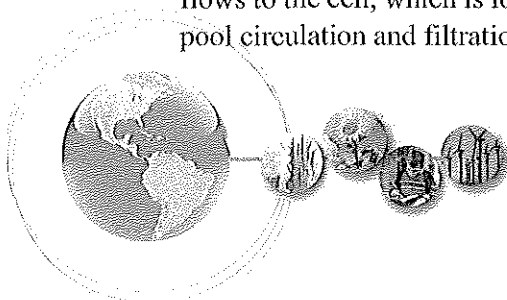
ConEdison Solutions proposes to analyze the feasibility of modifying the current process and incorporate an onsite hypochlorite generation system to eliminate hypochlorite purchase, which will significantly reduce chemical cost. ConEdison will work directly with the City's Aquatic Staff, and current pool service provider CES to analyze this potential options and determine the most cost effective and viable solution. Generating hypochlorite onsite will reduce the health risk associated with transporting and storing this chemical.



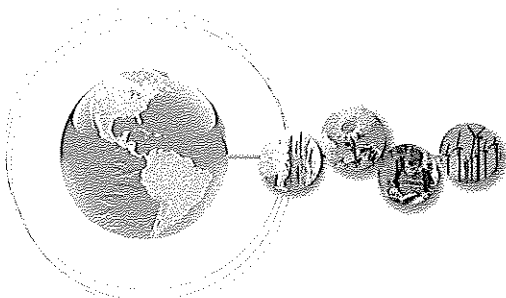
Onsite hypochlorite generation Systems use salt as the raw material to produce hypochlorite to sanitize the pool water. This solution typically results in 50-75% chemical cost savings.

Detail

The only costs for on-site generation are electricity, salt and water. Savings vary depending on energy costs, but the typical user of an on-site hypochlorite generator system realizes savings of 50 - 75% in operating costs compared to commercially purchased chlorine in most areas. The process begins with using water from a standard hose bib connection on a fresh water line in the mechanical room. The water then flows to a small 10 inch cartridge filter to remove dirt from the city water supply. The water then flows to a set of water softeners that remove the calcium from the supply water (this is important as we do not want calcium in our brine water for an electrolytic process). The softened water then flows to the brine tank. ***The salt the system requires is contained in the brine tank...not in the pool.*** Once the water mixes with the salt in the tank the softened brine water then flows to another 10 inch cartridge filter to remove any dirt that may be in the brine tank. The brine water then flows to the cell, which is located in a cabinet mounted on a wall or skid (not in-line with the pool circulation and filtration system). The cell is where the chlorine reactions are made and



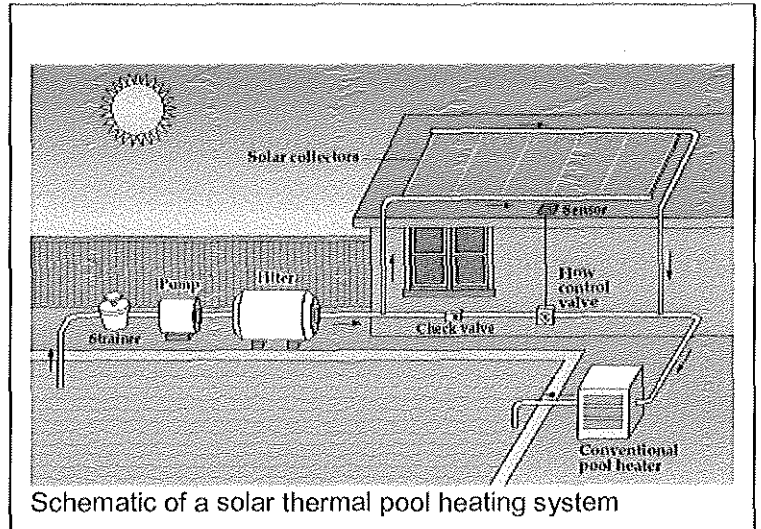
then the chlorine solution flows to a holding tank (oxidant tank) and stored. Once the tank is full the generator will stop producing chlorine and go into a standby mode automatically. The oxidant tank has an ultrasonic level sensor that detects the volume level in the tank. As the tank volume decreases the generator will start up automatically and begin producing more chlorine to refill the oxidant tank. The chlorine is simply fed from the oxidant tank to the pool return line via chemical metering pumps or venturi systems as needed from swimmer demand. The oxidant tank is sized for the entire demand of daily consumption therefore peak swimming times and moderate swim times can be accommodated without any adjustments to the chlorine generator.



ECM 9: Solar Thermal Supplemental Heating System

Overview

The swimming pool currently utilizes a 3.2MMBTU Teledyne Laars gas pool heater to maintain a pool temperature of 83 degrees. The heater is aging and is in poor to fair condition. Efficiency improvements can be achieved with newer more efficient heaters as well as through the addition of solar heating.

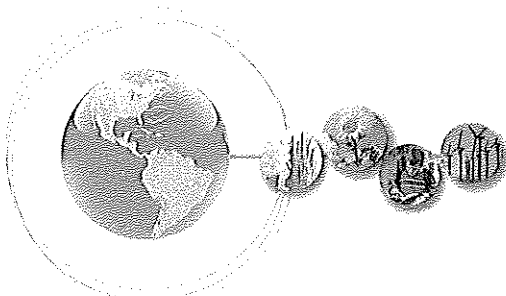


Detail

ConEdison Solutions proposes to analyze the feasibility of modifying the current pool heating and cooling process during the investment grade audit to determine whether it will be cost effective to incorporate a solar thermal pool heating system. A solar pool heating systems include the following:

- solar collector -- the device through which pool water is circulated to be heated by the sun
- filter -- removes debris before water is pumped through the collector
- pump -- circulates water through the filter and collector and back to the pool
- flow control valve -- automatic or manual device that diverts pool water through the solar collector.

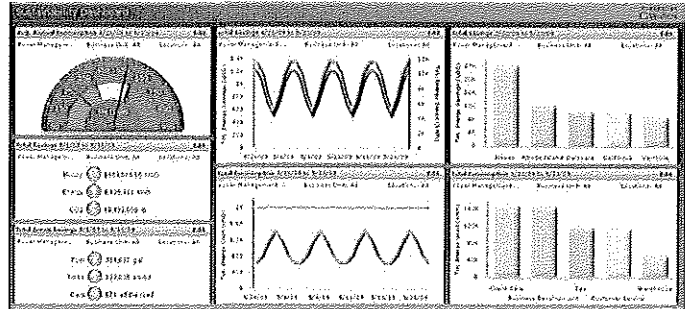
Pool water is pumped through the filter and then through the solar collector(s), where it is heated before it is returned to the pool. In hot climates, the collector(s) can also be used to cool the pool during peak summer months by circulating the water through the collector(s) at night. The systems include sensors and an automatic or manual valve to divert water through the collector(s) when the collector temperature is sufficiently greater than the pool temperature. When the collector temperature is similar to the pool temperature, filtered water simply bypasses the collector(s) and is returned to the pool. A cost effective un-glazed solar thermal system can be sized and installed for this facility and easily integrated in with proposed automated controls and current pool circulation system.



ECM 10: PC Power Management

Network Computer Controls

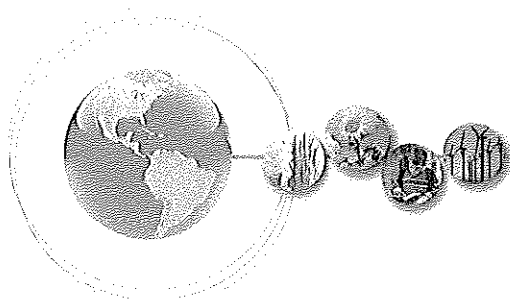
This ECM focuses on saving electricity from computers located throughout the City owned facilities. ConEdison *Solutions* proposes to install a software tool that will allow measurement, management, and reduction of the power used by the network computers.



During the audit it was observed that there were numerous computers with monitors that were on even when the room was empty and locked.

ConEdison *Solutions* proposes to install a software utility that will allow measurement, management, and reduction of power usage of the City personal computers for networked computers throughout the City. This software will save energy consumed by computers during unoccupied periods. The software is fully configurable by Information Technology (IT) personnel and provides a means to schedule software updates as well as to reduce energy and power consumption. The software detects user presence by tracking inputs such as a mouse movement or use of the keyboard. During unoccupied periods the software resets parameters to reduce power consumption after a period of time specified by the IT department. Not only does the software save energy for the end user but it also allows the IT department to work more efficiently.

Annual Energy Savings Per Computer			
ECM: NETWORK COMPUTER CONTROLS			
Existing Annual kWh	Proposed Annual kWh	Annual kWh Saved	Percent Reduction
500	300	130-200	~40%

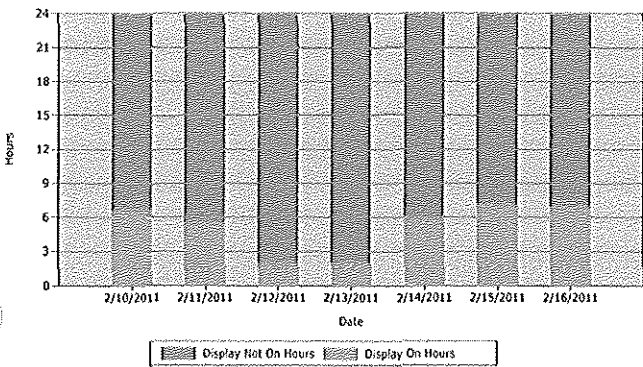


Example Project

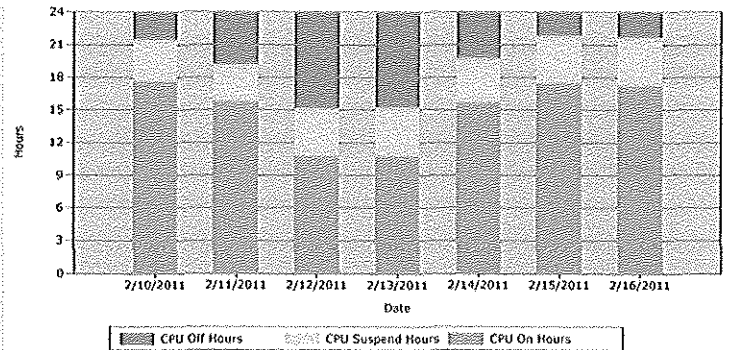
The charts below and on the following page show the data collected over a 2 week period for the computers in offices and classrooms based on the installation of computer auditing software.

As can be seen, there were several hours in the day where the computer CPU's were consuming energy however, the display is in an off state indicating that there is energy that could be saved by forcing computers into a lower power state.

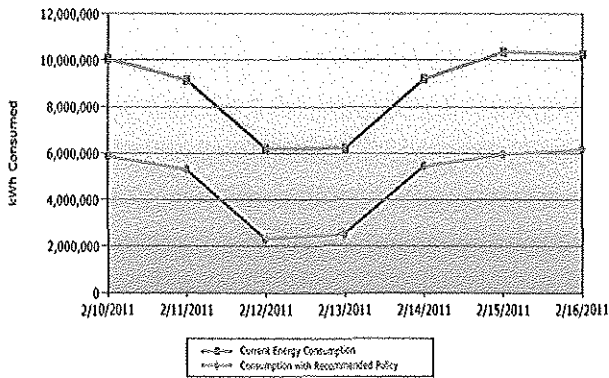
Average Daily Display Operation



Average Daily CPU Operation



Annualized Daily Power Usage



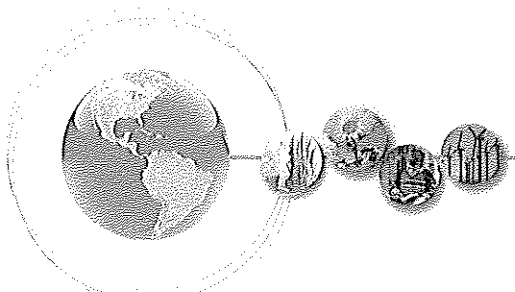
Energy consumption is based on a population of 21,000 PCs.

Summary of Annualized Energy Consumption Data using the Recommended Policy

	Annual Per PC Average	All 21,000 PCs
Baseline Energy Consumption	418.5 kWh	8,788,918 kWh
Energy Consumption with SURVEYOR	229.0 kWh	4,809,761.1 kWh
Energy SAVINGS	189.5 kWh	3,979,157 kWh
Greenhouse Gas Emission REDUCTION	231 lbs	4,854,571 lbs
Energy REDUCTION %	45.3 %	

Summary of Annualized Energy Costs using the Recommended Policy

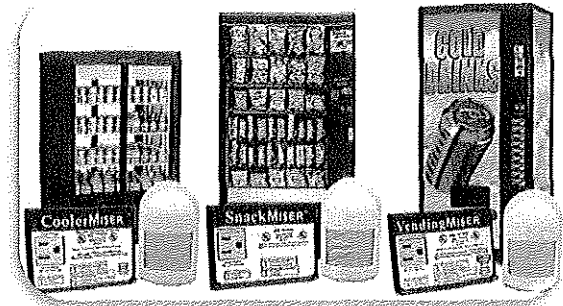
	Annual Per PC Average	All 21,000 PCs
Baseline Energy Cost	\$49.05	\$1,030,061.19
Energy Cost with SURVEYOR	\$26.84	\$563,704.00
Cost SAVINGS	\$22.21	\$466,357.20
Cost SAVINGS %	45.3 %	



ECM 11: Vending Machine Controls

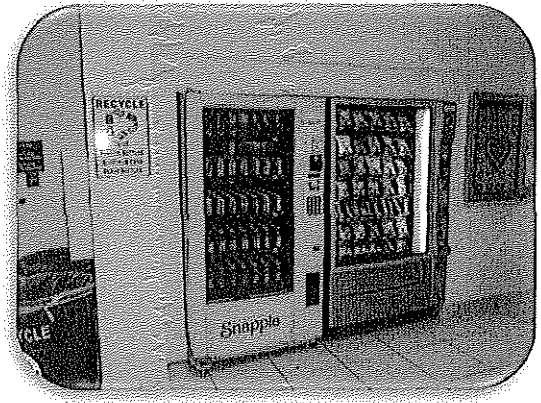
1. ECM Description

This ECM focuses on reducing the electrical energy draw from the cold drink vending machines located throughout the facilities. A VendingMiser controls the operation of the cooler based on an occupancy sensor that senses movement and an ambient temperature sensor to determine when to turn the vending machine lights and compressors on or off.



2. Existing Systems

During the audit it was observed that cold drink vending machines are installed at several City buildings. The machines appeared to be operating with their case lights on. It did not appear that any occupancy sensor load management device was installed on any of the machines.

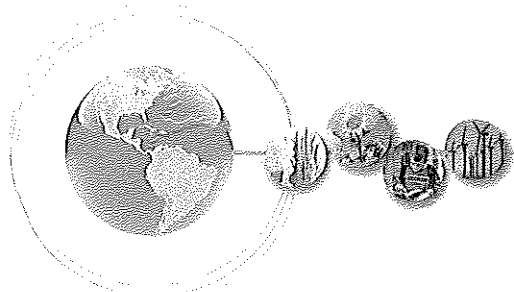


3. Proposed Systems

Beverage vending machines operate continuously regardless of the presence of potential consumers.

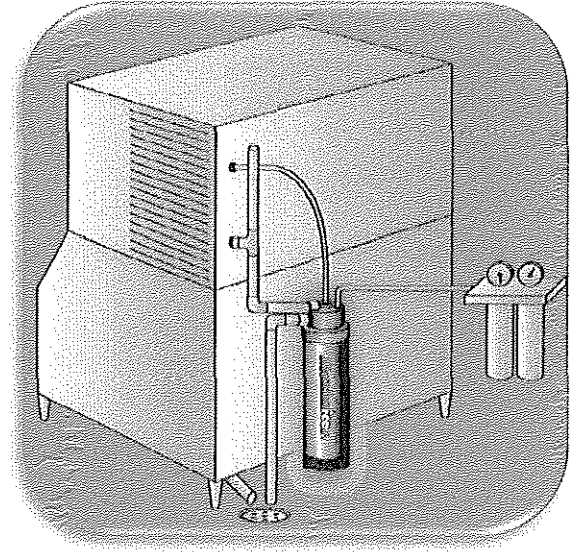
The existing soda machine's lighting operates continuously and the compressor cycles continuously. A standard vending machine with lamps draws on average 427 Watts.

ConEdison *Solutions* proposes to install a VendingMiser which consists of a Passive Infrared Sensor (PIR) and a microcontroller. The VendingMiser is an occupancy-based energy controller which will power down the machine during unoccupied hours at night and over the weekend. It then monitors the room's temperature and automatically re-powers the cooling system at one to three hour intervals to ensure the product stays cold. The controller is designed so that it will not de-energize the vending machine during a cooling compressor cycle. It saves money by turning off lighting and managing compressor cooling cycles when they are not needed.

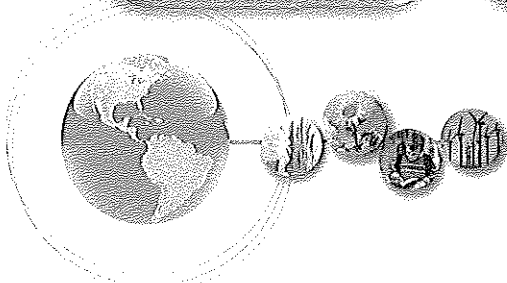
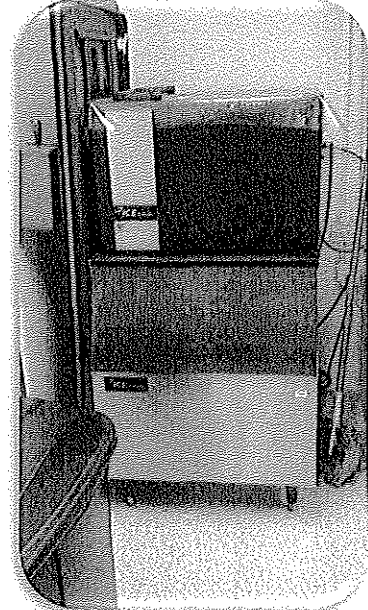
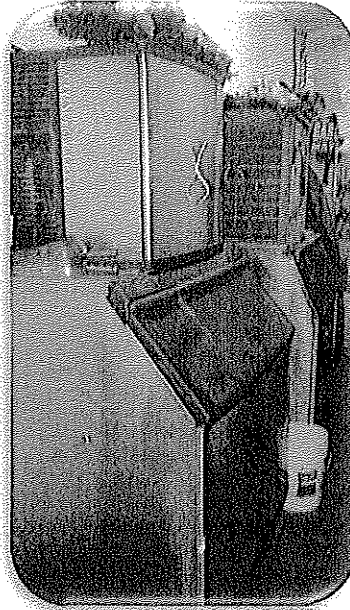


ECM 12: Ice Machine Heat Exchanger

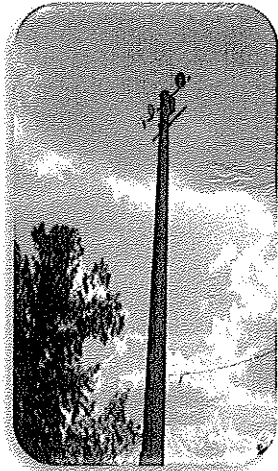
During the audit, (2) large ice machines were observed in the Public Works complex near the solid waste department. This ECM proposes to install a pre-cooler heat exchanger on the inlet side of the water make up for each ice machine. This pre-cooler uses purge water from the ice machine, that would typically just be wasted down the drain, to reduce the temperature of the water that enters the ice machine for makeup, thus allowing the ice machine to convert the water to ice with less electrical energy.



Ice Machine Electrical Savings			
ECM: ICE MACHINE HEAT EXCHANGER			
Existing kWh	Proposed kWh	kWh Saved	Percent Reduction
12,045	9,636	2,409	20%



ECM 13: City Park Lighting



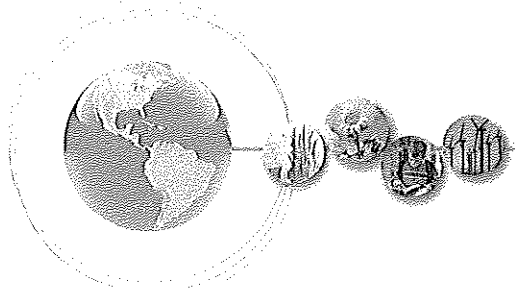
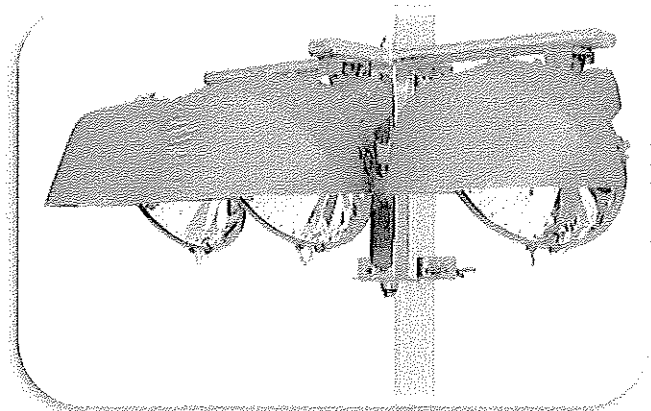
As noted during the walkthrough, several of the existing sports lights were burnt out and in need of replacement. ConEdison Solutions would recommend replacing the existing sports lighting with high efficiency lighting. This will not only correct the lighting that is presently burnt out but also reduce the wattage by up to 50%.

For existing poles, the proposed system provides a solution. With rugged and reliable dependability, the new system can meet the specific requirements of your sports field or facility.

- Designed as a modular system – with electrical components remote from luminaire assemblies
- Factory assembled, aimed and tested for proven performance
- Adapts to your choice of structures
- Makes retrofit of existing equipment easy and trouble-free

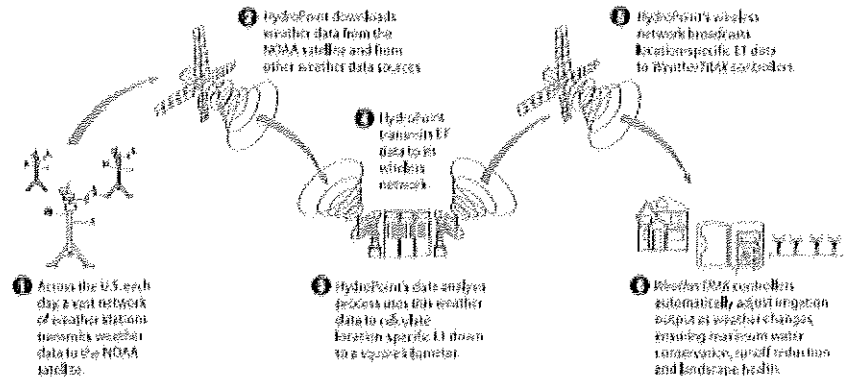
The new sports lighting system would:

- Cuts operating costs by up to 50%
- Reduces spill light by 50%
- Provides guaranteed Constant Light™



ECM 14: Park Irrigation – (N/A)

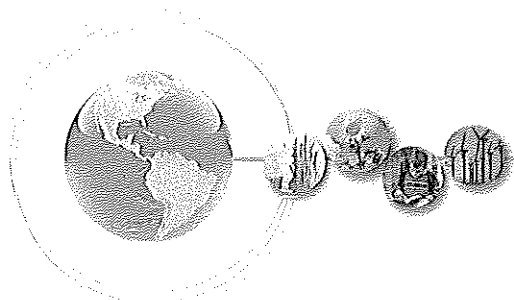
This ECM focuses on installation of advanced irrigation controllers that gather local weather-based evapotranspiration (ET) via a wireless communication network daily, automatically adjusting irrigation in accordance with changing



weather data. ConEdison *Solutions* proposes to investigate the installation of intelligent irrigation controllers that automate irrigation schedules based on landscape-specific parameters such as plant, soil, slope and sprinkler type. Furthermore, irrigation schedules are automatically adjusted based on daily weather based ET updates collected from weather stations across the US including the National Oceanic and Atmospheric Administration (NOAA) network, state and county networks and private weather stations.

Irrigation Water Savings			
ECM: IRRIGATION CONTROLS			
Existing GPD	Proposed GPD	GPD Saved	Percent Reduction
Varies	Varies	Varies	25% to 50%

NOTE: ConEdison *Solutions* had planned to incorporate this ECM; however, we discovered the City of Miami Springs has been very proactive in the area of irrigation and *water usage is already very tightly controlled!* The City golf course is already using well water as well for course irrigation and no further improvements are viable.



ECMs To Be Further Investigated:

Utility Bill Analysis

This ECM focuses on the review and analysis of utility billing and account information to determine if there are meter problems, meter reading problems, calculation errors, wrong rates or inactive accounts. Savings may also be achieved by reducing the number of utility meters at a single location. A summary of possible savings from utility bill analysis is outlined below:

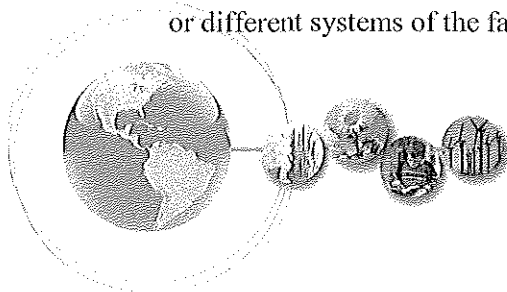
Meter Problems – Like any mechanical device, electric meters can malfunction. There may be a manufacturer’s defect. Meters are changed out all the time in the field. Sometimes when the new one is put in, mistakes can be made. If a utility company finds a bad meter they may have to estimate the readings for that month. They try to pick a fair estimate but it is possible that they used wrong assumptions. The new meter may have a different constant than the old meter and they may forget to update it in the utility metering software. The number that shows on the meter is not the actual kWh or KW. It is a meter unit that must be multiplied by a “constant” or “multiplier” to get the actual kWh or KW amount.

Meter Reading Problems –As mentioned above sometimes the meter reader can’t get to the meter that month so the utility company has to estimate the readings. This is okay for the kWh. If it was over estimated the previous month it will correct itself at the next reading because it is a cumulative number. This is not true of the demand reading. There is no way to make sure what it actually should have been other than to have copies of bills showing the previous month or the same month from the previous year.

Calculation Errors – Sometimes a utility company may change to a new system of calculating bills and improperly place billable items in the wrong sequence. There are taxes and fees that are applied to certain items and not to be applied to others. It is possible that taxes or special fees are applied to billing items where they should not be applied.

Wrong Rates – Utility companies can change the rate they give you in order to achieve the best rate for your situation, however, they can’t look at every bill each month to see if that is occurring. Most main meters have a General Service Demand rate. Facilities are charged a rate for total consumption (kWh, energy charge) and a separate rate for demand (KW, peak power for that month). The second most common is the General Service rate which is simply a charge on the total consumption (kWh). In some cases a Time of Use rate may be applied. These rates should be checked periodically to make sure that the facility is on the one most economically beneficial.

Meter Consolidation – Some facilities may have multiple meters serving different buildings or different systems of the facility. Savings may be achieved by consolidating meters. For



example, there may be two meters at a park, one meter for lighting and the other for any facilities at the park. If both meters are at a general service demand rate, demand charges may be cumulative for the two systems. If the meters are consolidated, demand would be charged just on the peak of the two systems.

Inactive Accounts – Accounts for facilities that have been abandoned or demolished may not be closed. Thus the City may be charged for items such as a monthly account fee and associated taxes on an account that has no consumption. As can be seen from the sample account data below, the City is being charged an average of \$450 a year for an account that does not appear to be consuming any electricity for the past two years.



Miami-Dade Water and Sewer Department
P O Box 026055
Miami, FL 33102-6055

Name: CITY OF MIAMI SPRINGS
Account Number: 6124000000 *Stp12*
Billing Date: 10/03/2012
Past Due Date: 10/24/2012

Billing Inquiries (hours 8:00 AM - 4:30 PM) 305-665-7477
Report any hazardous conditions to 305-274-9272
Water Conservation Program Information: Call 311

Page 1 of 3

Messages

Pay your bill and view your account on-line at www.miamidade.gov/water/make-payments.asp. To pay by phone, call 1-877-365-9300 to use a banking account or 1-877-729-3590 to use a credit card.

In an effort to be more eco-friendly, WASD will now post the quarterly Pipeline newsletter at www.miamidade.gov/water/publications-reports.asp

Account Summary

Previous Balance \$ 117.46
Payment Received -117.46
Current Charges 117.46
Total Account Balance \$ 117.46

21103395

Service From	Service To	Meter Number	Days of Service	Prior Reading	Current Reading	Consumption In CCF	Consumption in Gallons
08/29/12	09/28/12	08416510	89	0	0	0	0

Service Address: 1X SOUTH DR, SPRKLOOM

Water Charges



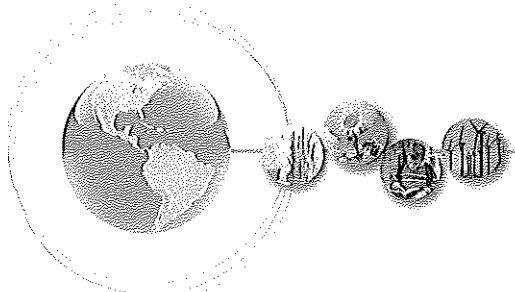
City of Miami Springs Surcharge 20.39
Water Charges 80.30
Water Charges Subtotal \$ 110.69

001-5404-541.43-02

Water Fees and Taxes
Meter Number: 08416610

Utility Service Fee 6.77
Water Fees and Taxes Subtotal \$ 6.77

000114



Renewable Energy Demonstration Project

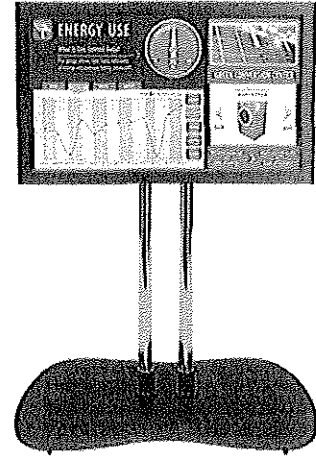
Overview

ConEdison Solutions will evaluate the feasibility to include a Solar Energy Demonstration Project at a high visibility location at the Golf Course or Pool for the City of Miami Springs's consideration. This project can be used to educate local constituents and the wider community regarding renewable solar energy systems. This Energy Savings performance Contract is guaranteed to save the City of Miami Springs money. However this green initiative could go mainly unnoticed by the public without some sort of public relation efforts associated with this project. A Renewable Energy Project will save energy but also serve as a permanent public relation component, which will attract attention to the City's sustainable efforts. The Golf Course or Pool is used on a daily basis by local residents and other users making it the ideal location for such a project.

Detail

The cost of renewable energy technology has decreased over 40% in the last 4 years. However the economics of these projects still struggle to fit within the financial constraints of an energy savings performance contract. One intuitive way of incorporating a renewable energy component into an ESPC is to include a small scale Solar Photovoltaic Project. ConEdison solutions suggest including a 5-10kW Solar Demonstration Project that can be used to offset current energy cost and greenhouse gas emissions. An educational kiosk, project displays and renewable energy web portal would be incorporated as part of this project to maximize the public relation effort. Other key green features that are being implemented by the City of Miami Springs may also be included on the Kiosk, on-site project display and web-portal. Some possible features are:

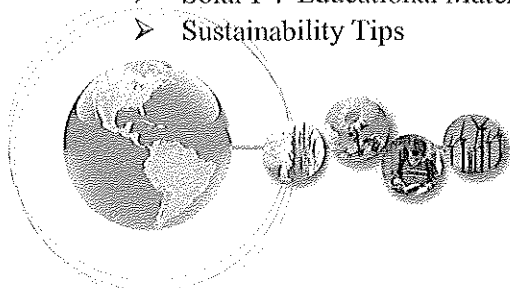
- Real Time City-wide Energy Monitoring
- Solar Thermal Water Heating Educational Info (proposed)
- Solar PV Educational Material (proposed)
- Sustainability Tips



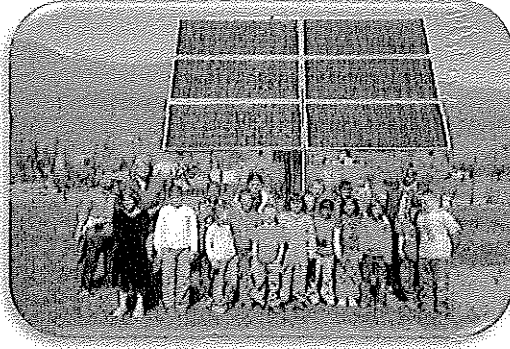
An Energy Dashboard can be used to promote sustainable initiatives and create environmental awareness through the display of building efficiency information, educational demos, environmental tips, quizzes and more.



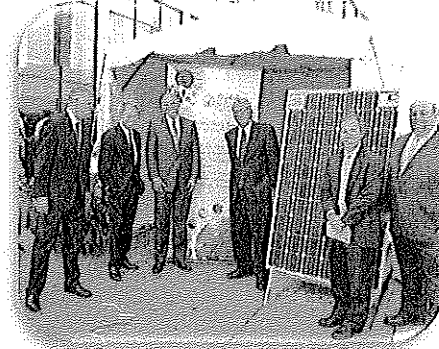
Electric karts currently used at the golf course can be easily converted to solar-powered vehicles. The existing roof would be removed and retrofitted with a solar PV reducing the need to keep vehicles plugged in.



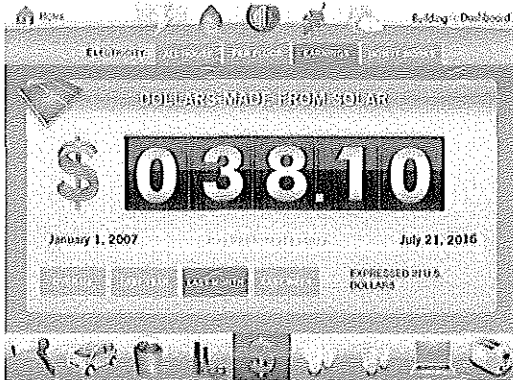
Similar Projects and Energy Dashboard Screenshots



A Solar PV Demo project installed at a k-12 school.



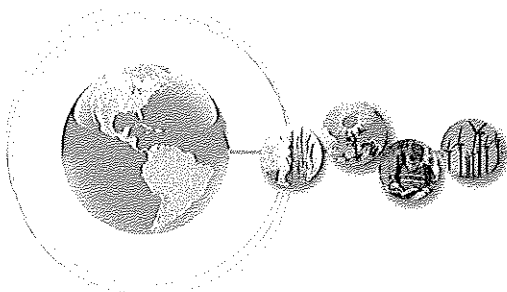
A PR event hosted by ConEdison Solutions and the City of New Bedford, MA launching a Solar Project



Sample kiosk/web portal information

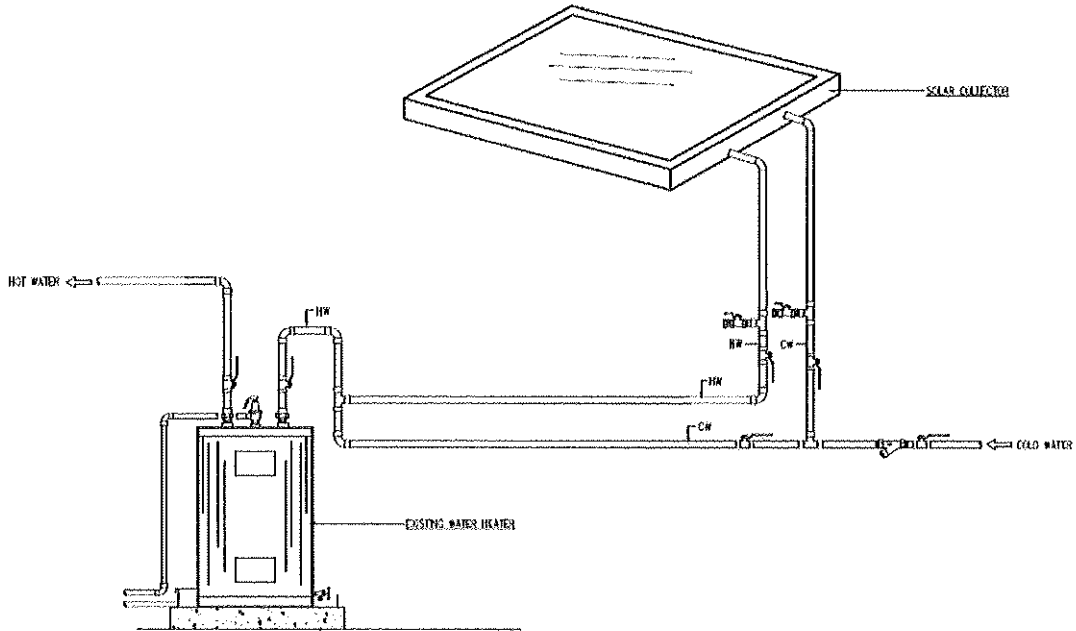


Sample kiosk/web portal information



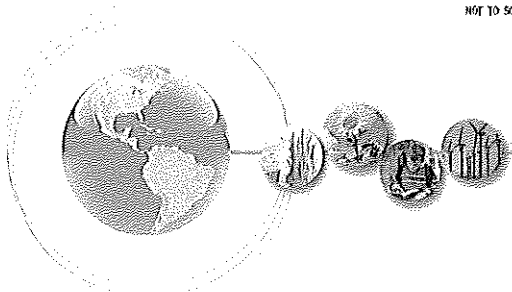
Solar Domestic Water Heater

This ECM focuses on reducing the energy consumption of domestic water heaters. The existing domestic water heaters observed throughout the City are stand-alone electric resistance type. Since, many of the City facilities have large flat roof without significant blockage from the sun, a solar water heating system will also be evaluated. A solar water heater system utilizes energy from the sun to pre-heat incoming water. The type of technology proposed is called a passive system. In a passive system, the hot water storage system is separate from the solar collector. There is no need for separate pumps or separate heat transfer fluids. The cold water enters the solar collector and flows by natural convection through the collector as it gets warmed up and then enters the storage tank. Depending on the time of day and load additional heating will be required by the existing hot water system in place. The figure below includes a sample schematic of the installation of the solar domestic hot water pre-heater system.



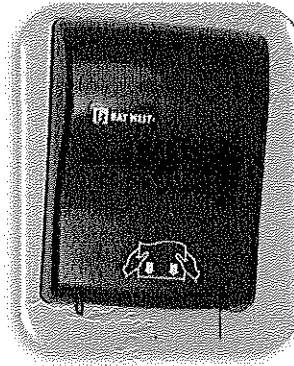
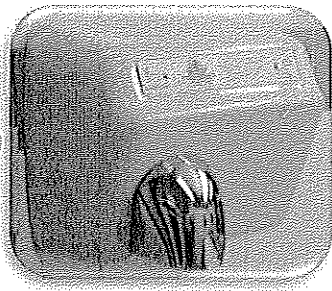
SOLAR PREHEATER SYSTEM PIPING DETAIL

NOT TO SCALE

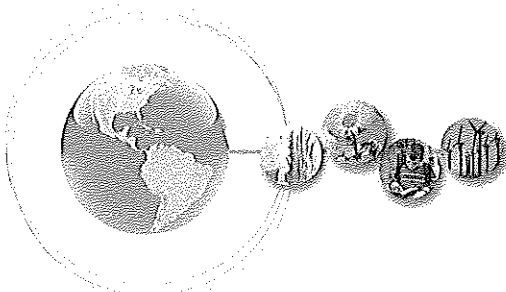


Ultra-Efficient Electric Hand Dryers

This ECM focuses on reducing the cost of purchasing paper towels for drying hands by installing ultra high efficient electric hand dryers in restrooms. Furthermore, any existing inefficient hand dryers will be replaced with new ultra-efficient ones. During the audit ConEdison *Solutions* observed that there are paper towel dispensers installed at bathrooms throughout City facilities. The proposed hand dryers only use a maximum of 540 watts of energy and will eliminate the need for purchasing paper and the cost to restock paper towels in dispensers.

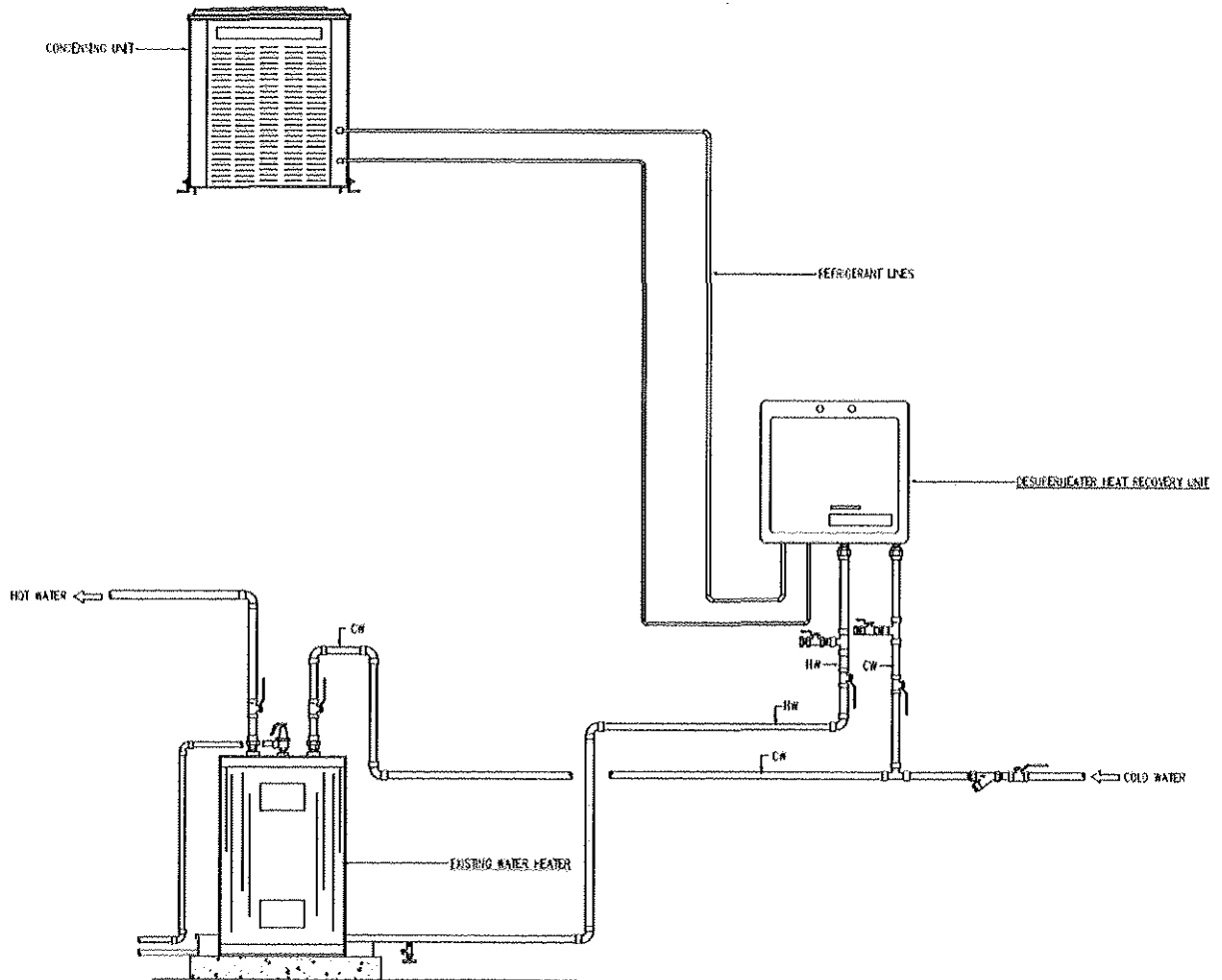


Savings per Hand Dryer Use			
ECM: Electric Hand Dryers			
Existing Wh	Proposed Wh	Wh Savings	Percent Reduction
19.2	2.25	16.95	88%



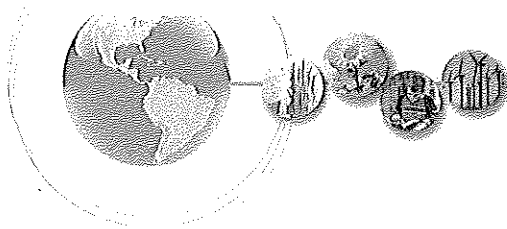
Desuperheater Heat Recovery Unit

The Fire Station has a significant amount of domestic hot water usage due to its occupancy profile and use. In addition, the facility also has a large continuous cooling load. A Desuperheater Heat Recovery Unit utilizes the heat rejected from the chillers on the roof of the fire station to heat the domestic water for use in the facility. Not only does the Heat Recovery Unit substantially reduce the amount of energy required to provide domestic hot water, but it also improves the cooling efficiency of the air conditioning equipment while it is operating, by reducing the pressure of the compressor head. The figure below shows a sample piping schematic of a desuperheater applied.



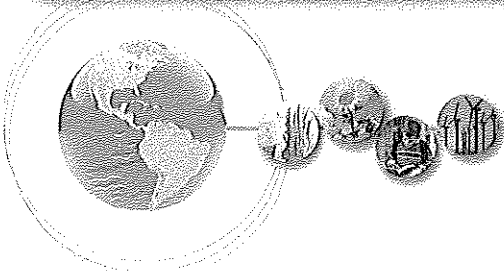
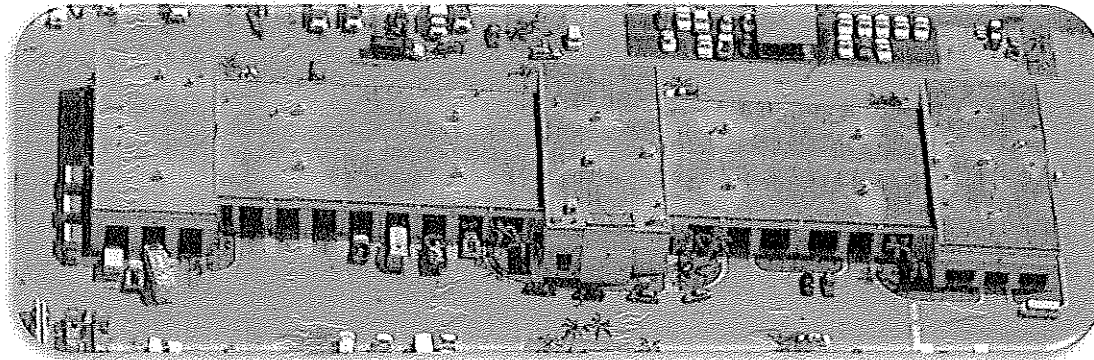
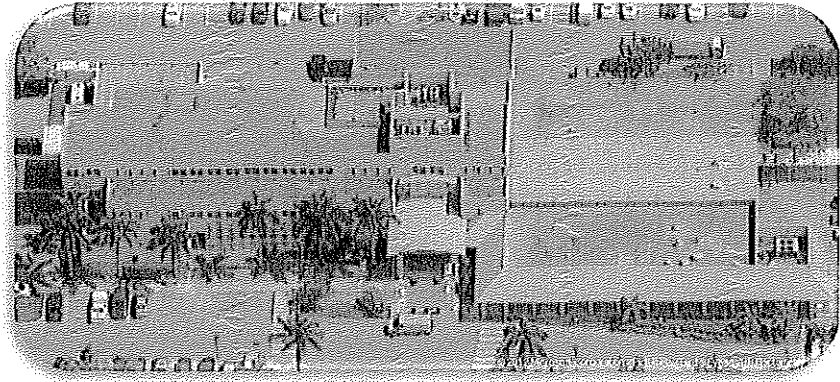
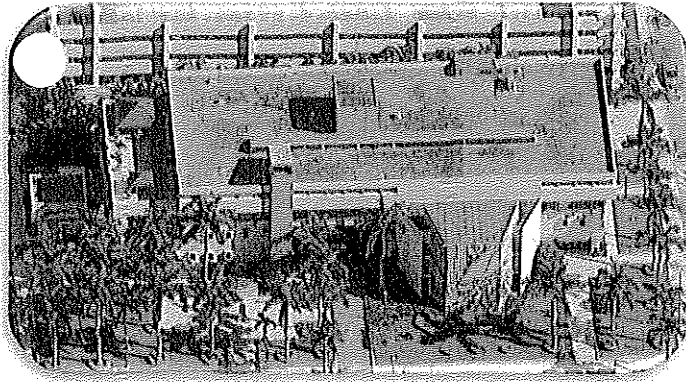
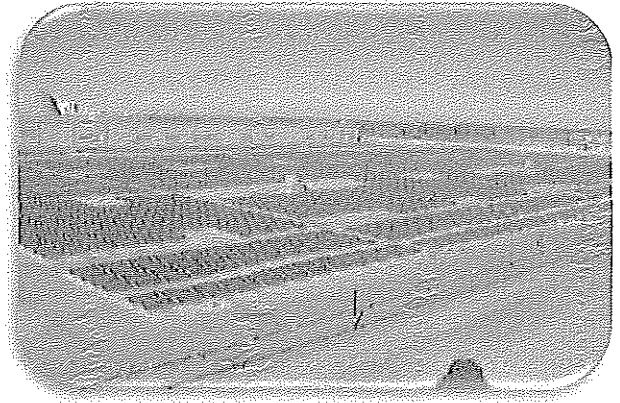
DESUPERHEATER SYSTEM PIPING DETAIL

NOT TO SCALE

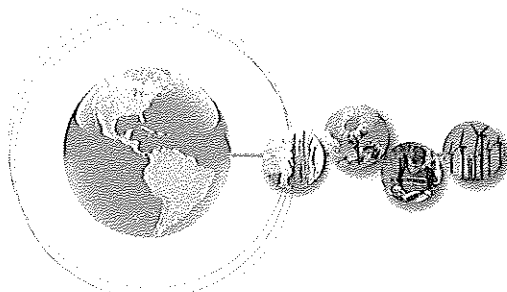
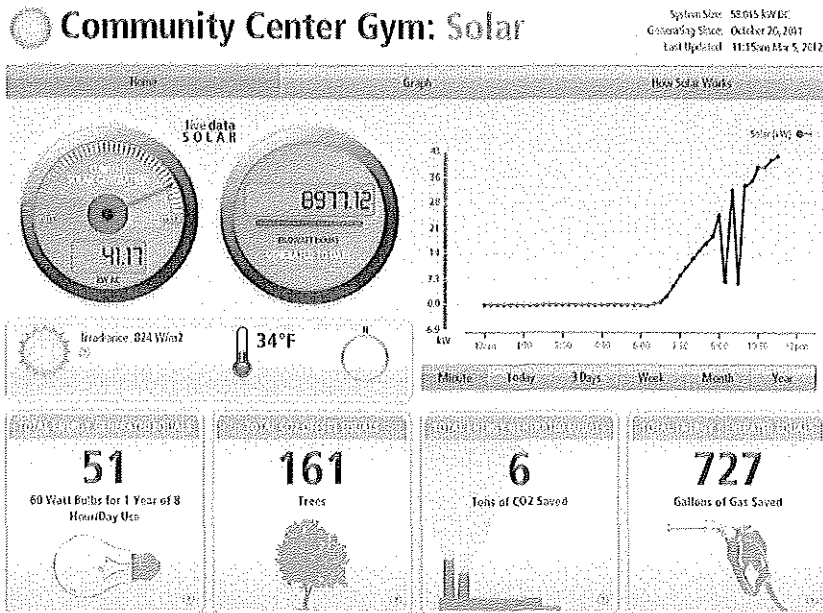
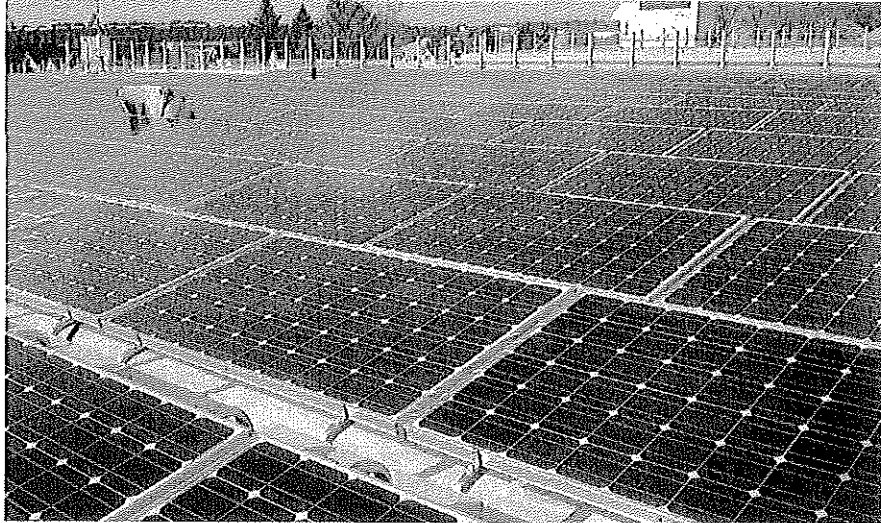


Photovoltaic Energy Production

During the Audit it was observed that several City Buildings have large flat roofs without any obstruction to sun. In recent years photovoltaic technology has seen increased use to convert solar energy into electricity. Although the cost of implementation of this system is extremely high and does not provide an acceptable payback in this region of the country, the implementation of this system demonstrates the City's commitment to renewable technologies. A nominal 1 kW panel could produce 1,278 kWh of electrical energy in the first year and would only depreciate at an annual rate of no greater than 3%.



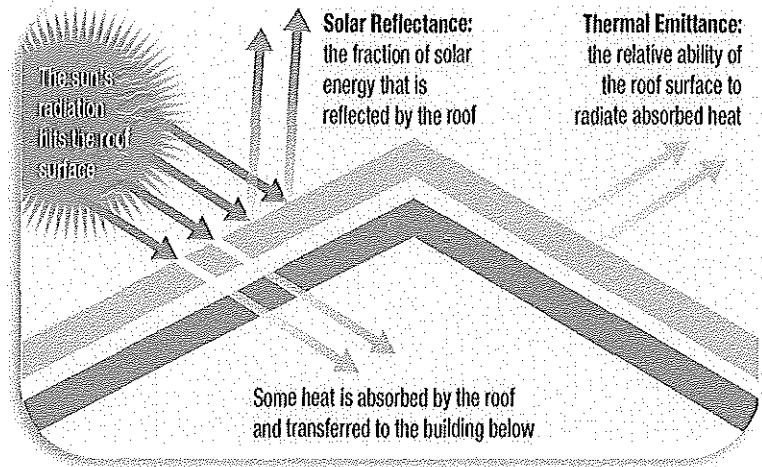
Example Project – Community Center Gym (55 kW)



Cool Roof Coating

This ECM focuses on installing a cool roof system that provides a high solar reflectance and high thermal emittance. Traditional dark-colored roofing materials strongly absorb sunlight, making them warm in the sun and heating the building. White or special “cool color” roofs absorb less sunlight, staying cooler in the sun and

transmitting less heat into the building. This reduces the need for cooling energy. During the audit it was observed that most of the roofs at the buildings were very dirty and could benefit from the installation of a cool roof coating.

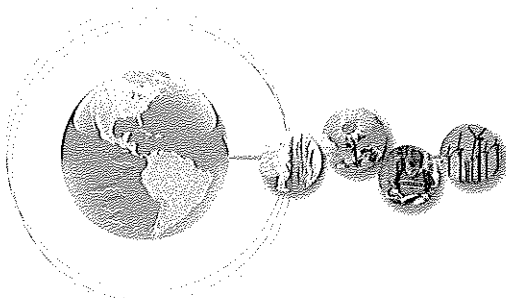


The “coolness” of a roof is determined by two properties and their combined effects on temperature:

- Solar reflectance — the fraction of sunlight that is reflected
- Thermal emittance — the efficiency with which a surface cools itself by emitting thermal radiation

Both properties are measured on a scale of 0 to 1 — the higher the values, the cooler the roof.

A solar reflective coating can be installed on existing roofs to increase its reflectivity and emissivity. Roof surface temperatures can typically be reduced by 40 degrees F which results in a decrease in air conditioning costs.



Energy Awareness and Behavioral Modification Training

ConEdison *Solutions* – Energy Savings Behavior Management Program

Implementing a successful energy savings project combines expert engineering, precise product selection and skillful construction management. ConEdison *Solutions* prides itself in building energy projects that employ these key components, as well as the relationship built with the client. However, once construction is complete, the success of the energy savings falls squarely on the shoulders of the people within the building and the staff managing the facility. Construction completion signifies that the building is ready to reap the rewards, but it is up to the people to run it in an efficient manner. At this critical juncture, ConEdison *Solutions* has developed a program to encourage the building occupants and managers to allow their building to operate as efficiently as the infrastructure and equipment will allow.

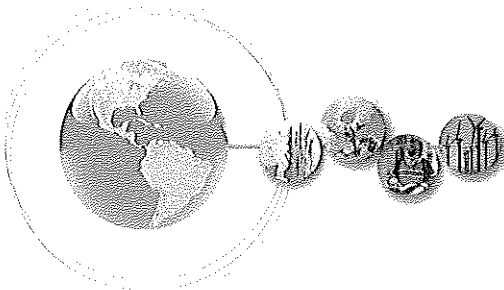
Key Components

Think of the building like that of an overweight individual trying to shed a few pounds; only in this case it's BTU's. Like the individual, the building can be equipped with all the necessary tools to achieve the savings goals. But, will it behave appropriately? Most individuals agree that if only they had a personal trainer pushing them to follow the plan, they'd shed the desired pounds. For the building, the personal trainer is our behavior management plan.

1. Provide essential training and materials to help building staff be aware of how their actions affect energy consumption of the building
2. Facility managers will be provided training to ensure the effective operation of equipment

Teamwork

Our mission is to help our clients achieve their energy savings goals. In doing so, we feel that pairing our engineered savings with a sincere behavior management plan is the best way to achieve that desired energy savings. Paramount to this effort is forging an energy partnership between the City of Miami Springs and the ConEdison *Solutions* team. We are confident that you will find this project as gratifying as we will, and appreciate the opportunity to partner with you on this project.



ConEdison *Solutions* Program Overview

Company Overview:

ConEdison *Solutions* (CES) is an energy services company (ESCO) with over 200 employees and 14 years experience providing energy management and conservation services to its customers. ConEdison *Solutions* is accredited by the National Association of Energy Services Companies at the energy service provider (ESP) level. ESP is the most comprehensive and highest accreditation that NAESCO provides, and as such, includes all of the services offered by energy services companies, as well as energy supply options.

ConEdison *Solutions* is a local company with a national reach. Our corporate headquarters are in Valhalla, NY and we have regional offices in Burlington, MA; Cherry Hill, NJ; Falls Church, VA; Durham, NC; Tampa, FL; Overland Park, KS; and Houston, TX. Any work undertaken for the **City of Miami Springs** will be managed, staffed, and conducted from the office in **Tampa, FL**.

ConEdison *Solutions* is a wholly-owned subsidiary and registered trademark of Consolidated Edison, Inc. (CEI). CEI is listed on the New York Stock Exchange under ticker symbol: ED. CEI is one of the nation's longest operating and largest investor-owned energy companies, with approximately **\$13 billion in annual revenues and \$33 billion in assets**.



U.S. DEPARTMENT OF
ENERGY

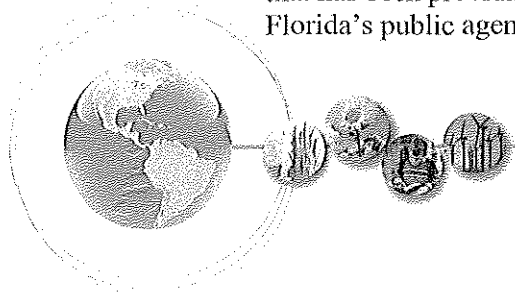
renewable energy and water conservation services to federally owned buildings and facilities nationwide.

The U.S. Department of Energy (DOE) and Department of Defense (DOD) have both designated ConEdison *Solutions* as an approved provider of energy efficiency,



As the result of a nationwide selection process intended to identify qualified vendors, ConEdison *Solutions* became one of a handful of providers so designated, which underscores ConEdison *Solutions*' proven ability to help government entities achieve their energy savings goals. ConEdison *Solutions* has held this designation since 2003, so this re-designation marks a continuation and expansion of ConEdison *Solutions*' relationship with DOE and DOD.

In 2007, ConEdison *Solutions* purchased BGA, Inc., an energy services and engineering company based in Florida that has been providing energy conservation services to Florida's public agencies since its founding in 1986.



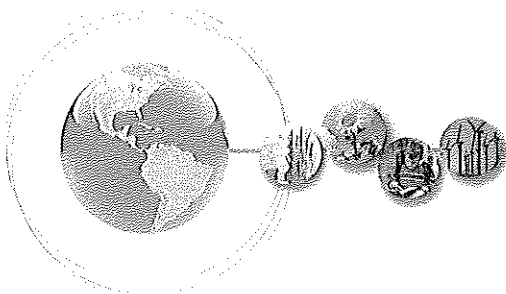
ConEdison *Solutions*' motto is "**Energy. Efficiency. Expertise.**" This motto sums up the services ConEdison *Solutions* offers its customers.

Energy. ConEdison *Solutions* sells electricity in the retail market to customers ranging in size from single family homes, to large commercial office buildings, to factories, to hospitals. Selling electricity gives ConEdison *Solutions* unique insight into the energy marketplace. We closely follow the trends both in terms of pricing and in production and regulation. We are intimately familiar with utility rates and rate structures. This combination of knowledge allows us to advise our energy efficiency customers about electricity purchasing strategies and trends in the energy market. Equally important to our performance contracting customers, the staff's detailed knowledge of utility rates and rate structures allows ConEdison *Solutions* to provide careful, thorough, and reliable analysis of baseline energy consumption and projections of energy savings.

Efficiency. ConEdison *Solutions* provides energy efficiency services. ConEdison *Solutions* works closely with its customers to reduce their energy consumption through the introduction of new technologies and equipment into the customer's facilities. Whether it is installing new energy efficient equipment, helping the facilities team better control the existing equipment, introducing or re-commissioning energy management systems, or deploying renewable technology, the goal is to reduce energy consumption, operating costs, and environmental impact of the customer's facility. Energy efficiency services are typically provided through energy performance contracts or through design-build contracts.

Expertise. ConEdison *Solutions* has a staff of energy professionals and related support personnel. Many of our Energy Services staff have engineering degrees; most are licensed Professional Engineers with postgraduate engineering degrees and other advanced degrees, such as MBA degrees, law degrees, and/or energy management (CEM) and LEED™ certification. Many of the team members in the Florida office come out of an engineering/consulting background, and our clients benefit from a "small boutique" consulting approach, backed by the strength, depth and stability of one of the nation's largest utilities.

ConEdison *Solutions* is a proud sponsor of the American College and University Presidents Climate Initiative (ACUPCC). ACUPCC is a voluntary agreement signed by college and university presidents to reduce and ultimately eliminate their greenhouse gas emissions, and to equip society to fight global warming by training the next generation of scientists, business leaders, elected officials and citizens.



Why Choose ConEdison Solutions?

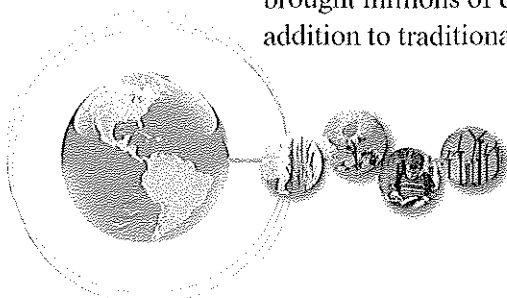
The City is embarking on an important project to bring energy efficiency and sustainability to its facilities. This initiative will not only improve the building environment for the students and teachers, and set an example of environmental and economic stewardship for the community, but will reduce operating expenses for the City's facilities in future years. While other firms can do a portion of the work, few firms can provide all the services ConEdison Solutions can. ConEdison Solutions has unparalleled experience developing and implementing performance-based Energy Management Services Programs. ConEdison Solutions is a subsidiary of CEI – a publically traded company with a 100 year history. ConEdison Solutions has the financial strength to undertake a project of this size and complexity and will be there as part of the City's team throughout the project performance period.

We are free of any technology or manufacturer allegiance. ConEdison Solutions, as one of the premier ESCOs in the country, works with virtually all of the major suppliers and manufacturers of mechanical equipment and energy management systems (EMS). We do NOT approach a project with a technological bias, looking to install our own equipment, or looking to sign our clients up for lucrative long term service contracts. A major benefit ConEdison Solutions brings is our ability to oversee your mechanical and EMS contractors, and to act as your advocate to ensure nothing less than maximum operating efficiency is delivered consistently. We routinely find on our projects that our design standards and commissioning plans greatly surpass those typically employed by EMS and other vendors, suppliers, and ESCOs. We are often in the position of educating these other companies and demanding adherence to the highest of commissioning standards. We are not in the business of selling costly long-term controls systems service contracts.

Technical rigor and creative engineering. We bring the mindset and approach of an energy-engineering and design firm to all of our projects. Our clients benefit from our considerable energy engineering expertise, coupled with our experience developing and implementing a portfolio of performance-based energy savings that really deliver.

We treat your house like our house. Our clients often tell us “You know our facility and the way it's running better than we do!” We have the experience, and put in the time and effort to really understand how things are operating and to identify the efficiency and savings opportunities.

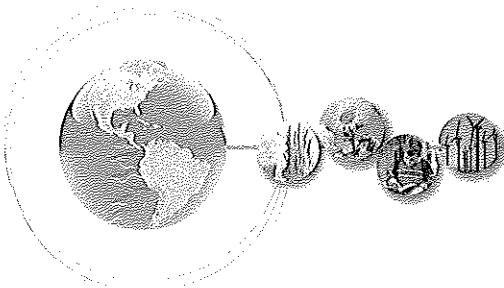
We are experts in identifying supplemental funding sources. With our experience identifying, administering and evaluating utility rebate and grant programs, we have brought millions of dollars of supplemental funding to our clients' projects. In addition to traditional utility rebate funding, we have experience working with other



funding sources such as grants and RECs, which are focused on supporting green and sustainable projects.

We take a flexible approach in working with our customers. Among ESCOs, we are often told we are unique in our willingness to work flexibly with regard to scope and schedule, as well as our role on their larger, new construction project teams, in general. We have worked closely with our clients' new construction architects, engineers, and general contractors, and we have experience working on creative phasing of projects that are intended to complement the realities of funding, planning, and timing of other projects at our clients' sites. We have considerable experience working collaboratively with our customers on their team for new construction projects, and we have brought to bear our technical expertise, design review and enhancements, project management, and commissioning capabilities. As the performance contracting ESCO, we have been able to navigate the complexities of process and communications, and have been able to bring the additional ESCO project funding stream and expertise to supplement and enhance the new construction work, and ultimately, to guarantee the savings.

We work collaboratively with our customers. We can support the City of Miami Springs with the development and implementation of sustainable **green strategies** including **LEED certification**.

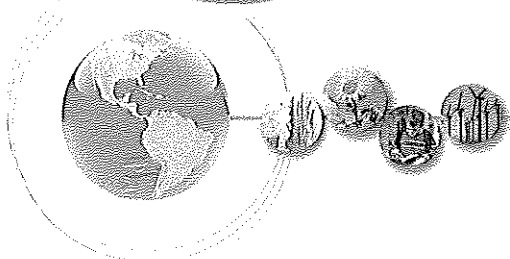


Company Accreditations / Certifications:

- ✓ Accredited by the National Association of Energy Services Companies at the energy service provider (ESP) level. ESP is the most comprehensive and highest accreditation that NAESCO provides, and as such, includes all of the services offered by energy services companies, as well as energy supply options.
- ✓ The U.S. Department of Energy (DOE) and Department of Defense (DOD) have both designated ConEdison *Solutions* as an approved provider of energy efficiency, renewable energy and water conservation services to federally owned buildings and facilities nationwide.
- ✓ US Green Building Council for LEED assessment
- ✓ ENERGY STAR service and product provider
- ✓ US Postal Service SES contractor
- ✓ Member of the national Energy Services Coalition (ESC) and the Florida ESC
- ✓ Certified Florida Licensed Professional Engineering Firm
- ✓ Florida General Contracting License



U.S. DEPARTMENT OF
ENERGY



Firm History



For 25 years, ConEdison *Solutions*, through its subsidiary, BGA, Inc. has provided a broad range of energy-related services to its clients. When BGA began operation as Bosek, Gibson and Associates, Inc. in July 1986, its first service offering involved completing energy grant

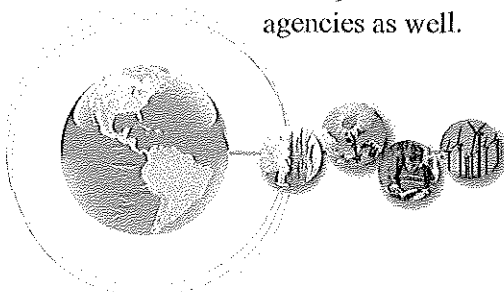
applications for public education and not-for-profit hospital clients for a fee. The grant applications secured 50% matching funds through the Federal Institutional Conservation Program (ICP) for design and construction of energy efficient capital improvements.

Within the first year of operation, BGA expanded its services to include performing on-site energy audits, energy modeling and production of investment grade technical energy audit documents that could be ranked by the ICP program administrators for funding.

During the period 1989 through 1995, BGA produced more than 2,000 investment grade technical energy audits covering well over 30,000,000 sq. ft. of building space. These technical audits resulted in grant funding for implementation of over \$82,000,000 (average \$12,000,000/year) in energy-efficiency improvements with 2-10 year paybacks for our Florida public school districts and not-for-profit health care clients.

Our mechanical/electrical engineering design business also has its roots in the ICP program. Once our staff had developed the energy projects and secured matching grant funds, our clients began to hire us to provide professional engineering design and construction administration services required to complete project implementation. The consulting engineering design business soon expanded beyond design of the energy projects alone. Within a few years, our engineers were also engaged in design for new construction and renovation of buildings of all types for public agencies statewide. We also developed extensive expertise in the design of central utility plants/distribution systems, medium voltage electrical distribution systems, and other types of utility infrastructure.

In 1997, BGA became a licensed general contracting business and we entered the Construction Management business as well. In 1998, BGA entered the District Energy Plant business, completing construction on the first 3rd-party owned and operated district cooling plant in Florida. The Florida Office of ConEdison *Solutions* now operates one such facility and develops similar facilities for a number of public agencies as well.



BGA has a 10+ year resume as a prime energy performance contractor with over \$95 million of installed energy performance contract projects in Florida, of which nearly \$30 million was provided for through FS 489.145 selections and another \$30 million through FS 235.215 (statute since renumbered) awards.

BGA is Pre-Qualified by the State of Florida as an Energy Services Company, and is on the State Term Contract for the implementation of Energy Performance Contracting projects. (Contract Name: Energy Savings; Contract Number: 973-320-08-1)

In May of 2007, BGA was purchased by ConEdison *Solutions*, making it part of a New York State based energy service company with over 190 employees and over 10 years experience providing energy management and conservation services to its customers.

Following is a summary of BGA, Inc. and its unique approach to energy conservation projects:

Headquartered in Tampa, Florida

- Working throughout Florida & Southeast U.S.
- Florida DMS PC state term contract qualified
- Registered Florida Professional Engineering firm

World Class Staff

- Extensive staff of veteran engineers, designers & construction managers
- 15 + years industry experience average
- 10 years average tenure

A Focused, Time and Cost Efficient Project Model

- Consulting-based energy services company using in-house staff
- Maintain a low overhead structure

Strong Florida Energy Service Legacy

Energy Analysis Business Since 1986

- Over 100,000,000 sq. ft. of building space audited

Engineering Design Business Since 1987

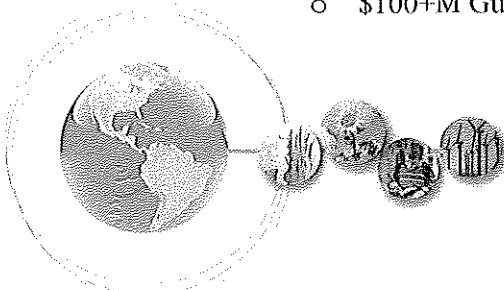
- Over \$200M in energy efficiency projects designed

Construction Business Since 1994

- Over \$150M total construction (DB and CM)

Prime Performance Contracting Business

- Over \$65M in third party financing secured
- \$100+M Guaranteed Performance Projects in Florida



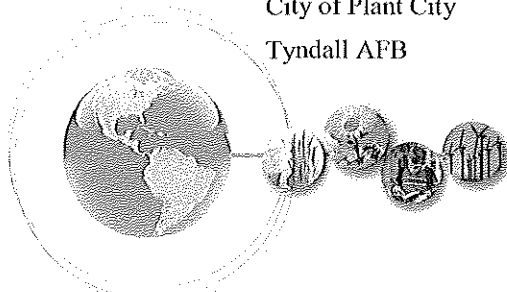
Financial Strength

- Through ConEdison *Solutions* -- BGA's parent 2010 revenues were \$1.5B

To further compliment BGA's direct PC experience, ConEdison Solutions, BGA's parent, has provided more than \$100 million in guaranteed performance contracting projects over the last 11 years with again a proven track record.

Following is a list of ESCO contracts implemented by ConEdison Solutions Southeast Regional Office:

<i>City of Hialeah</i>	<i>Recently Selected</i>
<i>City of Punta Gorda</i>	<i>Recently Selected</i>
<i>City of New Port Richey</i>	<i>Recently Selected</i>
<i>Martin County Biosolids (WWTPs)</i>	<i>Recently Selected</i>
<i>Brevard County Government</i>	<i>Recently Selected</i>
<i>City of Fort Pierce (finalizing project)</i>	\$5,400,000
<i>Pasco-Hernando Community College (installing project)</i>	\$6,000,000
<i>Miami-Dade County Government (recently completed)</i>	\$21,000,000
<i>Lake County School District (recently completed)</i>	\$6,328,851
Miami-Dade County Government (Past PC Projects)	\$11,200,000
Naval Air Station Jacksonville	\$12,200,000
U. S. Postal Service, Various Cities	\$50,000,000
U. S. Postal Service Central FL	\$13,264,582
U. S. General Services Administration	\$ 1,500,000
Department of Corrections	\$11,738,930
Hillsborough Community College	\$ 3,719,277
Manatee Community College	\$ 1,939,053
Central Florida Community College	\$ 2,526,077
Escambia County Schools	\$12,000,000
Charlotte County Public Schools	\$ 6,000,000
Hillsborough County Public Schools	\$ 2,005,263
Broward County Public Schools	\$ 1,883,915
Franklin County Public Schools	\$ 1,579,572
St. Lucie County Government	\$ 4,141,760
City of Winter Haven	\$ 1,645,712
City of Plant City	\$ 79,000
Tyndall AFB	\$ 525,000



Technical Capabilities

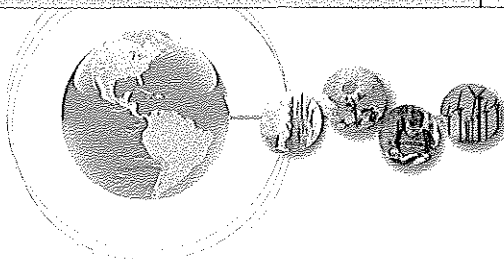
ConEdison *Solutions* is a qualified Florida Performance Contracting Company under Florida Statute 489.145 and Florida Statute 1013.23.

ConEdison *Solutions* has the technical expertise and capability to analyze and provide energy performance contracting services for a variety of systems including, but not limited to:

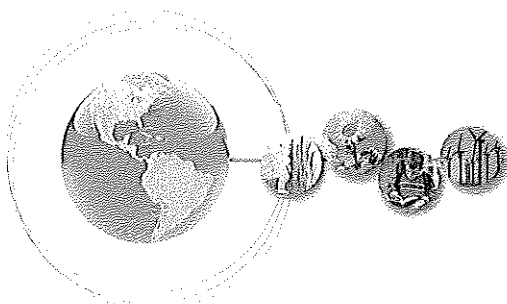
- ✓ Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- ✓ Plants. Distribution systems, cogeneration systems, etc.
- ✓ Lighting systems. Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- ✓ Building envelope systems. Windows, insulation, weatherization, etc.
- ✓ Specialty Systems: laundry equipment, kitchen equipment, pool systems, renewable energy systems.
- ✓ LEED-EB: LEED-EB strategies to improve operations and maintenance practices
- ✓ Water and Sewage Systems: automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.

ConEdison *Solutions* Florida Office areas of technical expertise and representative clients include:

Area of Technical Expertise	Applicable Services Rendered	Representative Clients Served
Energy Efficient Lighting: T8 Lamps, Electronic Ballasts, Reflectors, LEDs, Compact Fluorescents, New Fixtures, New Ceiling Grids	Design/Build, Design, Performance Contracting	United States Postal Service, Escambia County Public Schools, Charlotte County Public Schools, Franklin County Public Schools, Manatee Community College
Life Safety Systems: Fire Alarm, Sprinklers, Smoke Evacuation	Design/Build, Design	Arcadia Hospice, Cedars Medical Center, Aventura Hospital, Brandon Hospital, Miami Dade County Govt., Osceola Schools, Pasco Govt.
Chiller Plant: New Construction, Chiller Replacement, Thermal Energy Storage, Variable Volume Pumping	Design Build, Design, Performance Contracting	Collier County Schools, Englewood Hospital, St. Petersburg Hospital, Ocala Regional Medical Center, JFK Medical Center, Highlands Schools, Lee County Schools, Sarasota Schools, Miami Dade County



Area of Technical Expertise	Applicable Services Rendered	Representative Clients Served
Boiler Plant: Steam, Hot Water, Decentralization	Design Build, Design, Performance Contracting	City of Daytona Beach, Lee County Schools, United States Navy, University Community Hospital
Air Handling Units: Conversion, Replacement, Variable Air Volume, Ductwork, Terminal Devices, IAQ	Design/Build, Design, Performance Contracting	Brevard Public Schools, Cedars Medical Center, Collier County Schools, Highlands Schools, Lee County Schools, Indian River Schools
General Construction: Roofing, Painting, Walkways, Flooring, Ceilings, Demolition	Design/Build, Design, Construction Management	Aventura Hospital, Hillsborough County Public Schools, Florida Citrus Building, Florida Dept. of Military Affairs, Florida Department of Plant & Industry
Energy Management and Controls Systems: System Integration, Optimization, Commissioning, Expansion	Design/Build, Design, Performance Contracting	United States Postal Service, Escambia County Schools, Franklin County Schools, Central Florida Community College, Plantation General Hospital
Electrical Systems: Intercom, Power Supply, Panel Boards, Surge Protection, Coordination Studies	Design	Pinellas County Schools, South Florida Community College, Time Warner, Manatee Community College, South Florida Community College
Water Conservation and Plumbing Systems: Low Flow Devices, Medical Gas, Compressed Air, Water Conditioning, Water, Sewer	Design/Build, Design	Brandon Medical Center, Largo Medical Center, University Hospital, Manatee Community College
Site Lighting: Hi Mast Systems, Sports Lighting, Parking Lot Lighting, Security Lighting	Design/Build, Design	Pinellas County Public Schools, Ferman Automotive Group, South Florida Community College, Manatee Community College, Simon Property Group
Lightning Protection Systems	Design	Sun City Center, Manatee Community College, Osceola Schools
Master Planning	Design	University of South Florida, Santa Fe Community College
Wells: Emergency Wells	Design/Build	Aventura Hospital, University Community Hospital
Emergency Generation: Backup Power, Generators, Flywheels, UPS	Design/Build, Design	United States Postal Service, Manatee Community College, Osceola Schools, Polk County Government
Processes: Juicing, Painting	Design	Minute Maid, Pinellas County Schools, United States Navy

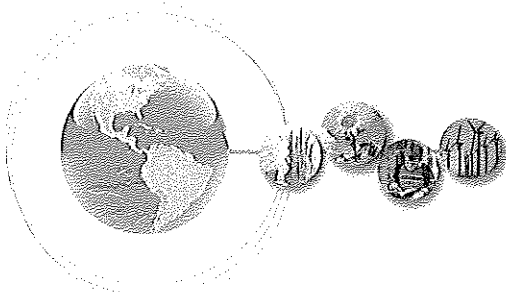


Experience with Renewable and Alternative Energy Technologies

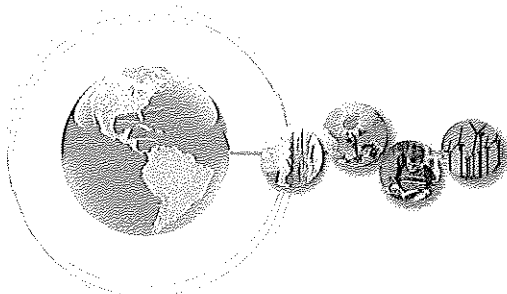
ConEdison *Solutions* has engaged in numerous viability studies for an extensive list of renewable energy projects throughout the Northeast, Southeast, Mid-Atlantic, and Midwest United States, and has undertaken renewable and clean energy projects for both public and private sector clients.

It is important to note that ConEdison *Solutions*' work is client driven. ConEdison *Solutions* does not dictate to the client what to build; the client must make that decision for itself. When clients view the economic benefit of a project in terms of evaluation criteria such as simple payback or return on investment, the cost of renewable projects have been evaluated as significantly more expensive than other types of energy conservation projects. Until recently, clients have tended not to move forward with renewable projects when the project economics are viewed in this fashion. However, ConEdison *Solutions* has successfully demonstrated that by employing a holistic energy strategy of combining energy efficiency and renewable energy technologies we provide our clients with the most cost effective and sustainable energy solutions that are available today and tomorrow.

Given the marketplace that ConEdison *Solutions* has operated in over the 16+ years, our experience with renewables is significant. The Federal, Public and Private sector energy projects listed on the next page are just a representative sample of the renewable and clean energy capabilities and experience of ConEdison *Solutions*. Our experience in renewables includes both implementation and numerous short and long-term viability studies in anticipation of executing contracts.



Project	Renewable Technology			
	Solar PV	Solar Preheating – (Ventilation air or domestic hot water)	Water Conservation	Alternative Fuel Sources - (Bio Fuels & Bio Mass, Wind, Geothermal)
Veterans Administration Medical Center, Bronx, NY	✓			
GSA 26 Federal Plaza, NY, NY	✓			
GSA, A. D'Amato Courthouse, Islip, NY	✓			
Foster-Glocester Regional Schools, Chepachet, RI				✓
Long Island Power Authority "Grid Connected"	✓			
U.S. Postal Service Jersey City, New Jersey Bulk Mail Facility	✓			
U.S. Coast Guard Sandy Hook Station, Sandy Hook, NJ				✓
USPS Brooklyn Processing and Distribution Center, Brooklyn, NY				✓
Rhode Island Airport Commission, T.F. Green Airport, Providence, RI		✓	✓	
State of Rhode Island, Zambarano Hospital, Burrville, RI				✓
Mahopac Central School District, Mahopac, NY	✓	✓		✓
Scarsdale Union Free School District, Scarsdale, NY	✓			
Patchogue-Medford Union Free School District, Patchogue, NY	✓	✓		
Cape Light Compact Project, Cape Cod, MA	✓			
Village of Lynbrook, Lynbrook, NY				✓
Town of Oyster Bay, Oyster Bay, NY	✓			✓
Appalachian State University, Boone, NC	✓			✓



Unique Advantages

Energy Policy Act Tax Deduction Sharing

As a designer and installer of public sector Performance Contracting projects, our firm will be eligible to receive a federal tax deduction for the City of Miami Springs Performance Contracting Project(s) as part of the Energy Policy Act of 2005 (EPAAct). We would be willing to discuss sharing our net tax deduction benefit with the City of Miami Springs.

Open Book Pricing Master Agreements

ConEdison *Solutions*, is at its core an energy engineering, design engineering and construction management firm. We have often been hired by Florida community colleges and public school districts to act as there owner's representative.

As an engineering based ESCO, our Performance Contracting cost structure is often more competitive than many of the traditional ESCOs. In fact, we have several major customers that have negotiated master energy services agreements with us using an Open-Book Pricing model. Three of these customers are highlighted in the next section of this report. We have been implementing energy conservation projects using our Florida office resources with these customers for many years.



United States Postal Service

- ✓ \$39+ million in PC projects
- ✓ 400+ sites, 40 states
- ✓ 18+ million sq. ft.
- ✓ Retrofitted 54,000 light fixtures
- ✓ **Open book pricing structure**



Miami-Dade County Government

- ✓ \$30 million in PC projects
- ✓ Interconnection and expansion of 2 chiller plants
- ✓ 15,000 tons of cooling/ 52,000 ton-hr
- ✓ **Open book pricing structure**



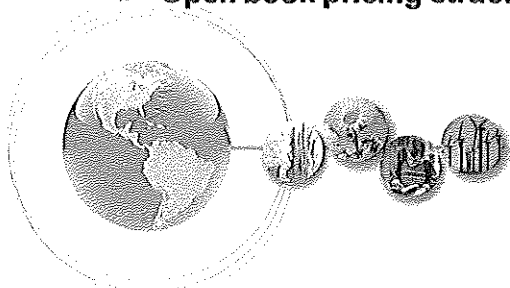
Simon Property Group, Inc.

- Largest public real estate company in the U.S.
- ✓ \$16+ million in projects developed
- ✓ 30+ sites, 13 states
- ✓ 15+ million sq. ft.
- ✓ **Open book pricing structure**



Hospital Corporation of America

- Largest Investor owned hospital system in the U.S.
- \$30 billion revenues, \$24 billion assets
- ✓ \$40+ million in projects installed
- ✓ 30+ hospitals
- ✓ **Open book pricing structure**



Client Name:



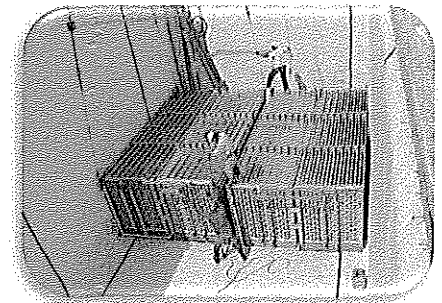
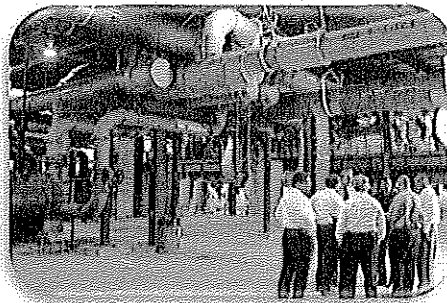
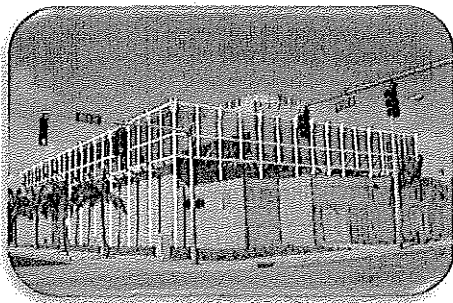
Overview:

In May of 2006, Miami-Dade County purchased the District Cooling Plant in Miami from TECO Energy, Inc. While the Plant was owned by TECO, it was operated by BGA through a Service Agreement that was ultimately assigned by TECO to the County. As a part of that Service Agreement, BGA manages, maintains, administers and provide engineering support for all Plant operations. The Plant currently provides district cooling services to three commercial customers of the County.

The total dollar value of the operating and management services provided by BGA to the County is \$550,000, which includes all other expenses associated with the Plant, which are paid by the County, through BGA. The two contracts with these customers generate all revenues necessary to fund operations, repay the debt for the Plant purchase, and are sufficient to cover all future modifications required to expand the Plant and eventually connect the Plant to the County's downtown facilities. BGA's Service Agreement has been in effect since May of 2006. BGA is the prime contractor/service provider to the County for the Plant.

In September, 2009, the Florida Office, aka BGA, was selected by Miami-Dade County as their ESCO for the expansion and interconnection of two County-owned district cooling plants and loops. The Miami-Dade County Board of Commissioners approved the \$20,310,700 PC project and Contract at its November 2010 Board Meeting and the financing was finalized in February, 2011.

Total Dollar Value of Contract: \$20,310,700
Annual Savings: \$1,551,646

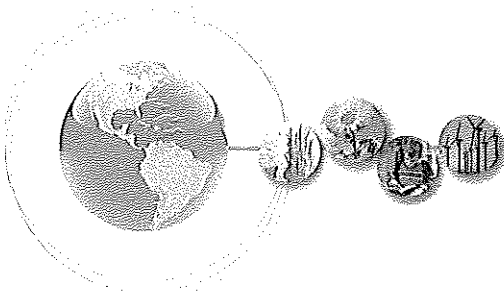


Description of Work:

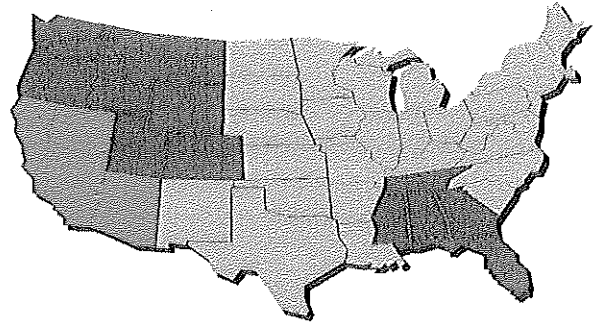
Miami-Dade County owned two separate district cooling loops in downtown Miami. One of these loops was aged and no longer capable of meeting the growing cooling needs of the downtown area.

BGA, Inc. / ConEdison Solutions designed and is currently implementing the cooling plant expansion and interconnection of the two separate district cooling loops. The new combined plant will be much more energy efficient and have a capacity of 19,000 tons and 52,000 ton-hours (with ice thermal energy storage capacity). ConEdison Solutions also currently operates and maintains the plant(s) for the County.

Contact: Jerry Hall, Director, 200 N.W. 1st Street, Miami, Florida 33128, (305) 375-3465



Client Name:



Overview:

In 2006, BGA was competitively selected by the U.S. Postal Services (USPS) for a Shared Energy Savings (SES) Regional Contract for all of its SES projects located throughout Florida, Tennessee, Mississippi and Alabama, continuing its long-standing relationship with BGA dating back to 1998. In November of 2008, BGA was awarded an additional SES Contract allowing BGA to also perform SES work in the USPS' Pacific and Western regions, which includes California, Colorado, Oregon, Montana, Washington, Wyoming, Arizona, Nevada, Hawaii and Guam. BGA has already been awarded work in each of these states. In 2010, BGA expanded services in 3 existing USPS Regions: Southeast, Pacific, and Western 2; and added 2 new USPS Regions: Western 1 and Great Lakes.

Description of Work:

ECMs are implemented on a phased basis and authorized upon receipt of a Delivery Order issued against this SES Contract. To date, BGA has performed over 500 energy audits and over 90% of these audits have resulted in implementation orders throughout the United States.

BGA has performed upgrades/retrofits of the chillers, lighting systems, motor controls and adjustable variable speed drives, cooling systems, and energy management control systems, with the majority of the ECMs relating to lighting upgrades in the USPS' various processing and distribution centers and bulk mail centers.

Total Dollar Value of Contract to Date: \$39,000,000

Prime or Subcontractor: BGA is the prime contractor for all work under this SES Contract.

Responsibilities and Results of the Projects:

BGA provided all labor, equipment, materials and incidentals required to complete the scope of work, including providing related project engineering, design, construction administration and construction inspection services.

Contacts and Telephone Numbers:

Nasser Almassi – (650) 615-7203

Nasser.Amassi@usps.gov

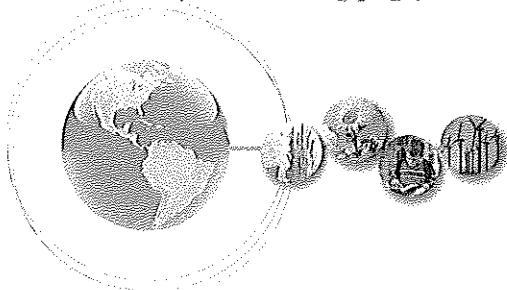
Brannon Christoff – (678) 442-6018

Brannon.c.christoff@usps.gov

Ken Downes – (303) 220-6582

Ken.Downes@usps.gov

In 2009, BGA was awarded one of only six “National Supplier of the Year Awards” by the U.S. Postal Service. Coming from a USPS supplier network of more than 20,000 suppliers, this award is very prestigious. Moreover, BGA was the only energy service firm receiving this award. (See following page).



BGA, Inc. Earns 'Supplier Performance Award'

White Plains, NY – June 2, 2009: BGA, Inc., a subsidiary of ConEdison *Solutions* -- one of the country's leading energy services companies -- has earned a Supplier Excellence Award under the 2008 United State Postal Service (USPS) Supplier Performance Awards Program.

The award recognizes companies designated as "key suppliers" that demonstrate "outstanding supply chain management performance" and maintain "positive business relationships" with the Postal Service.

BGA, an energy services and engineering firm located in Tampa, Florida, was cited for excellence in



delivering energy efficiency services to the USPS. Energy efficiency projects typically include upgrades to lighting and mechanical systems, as well as other energy improvements. The energy programs were praised for their cost-efficiency and also for helping the USPS enhance its services to the public.

This is the second time that ConEdison *Solutions* has been recognized by the USPS. In 2004, ConEdison *Solutions* itself received the Quality Supplier Award -- the prior title of the Supplier Excellence Award -- from the USPS for delivering substantial savings at hundreds of Postal Service locations throughout the greater New York City area.

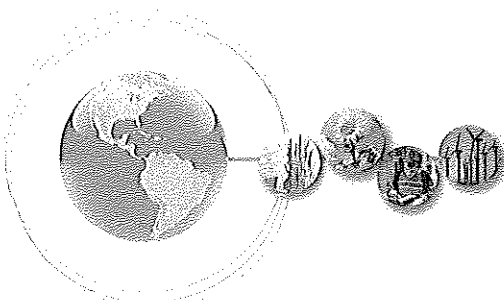
BGA, Inc., a subsidiary of ConEdison Solutions, was presented a Supplier Excellence Award by the United States Postal Service (USPS) at USPS headquarters in Washington, DC. Pictured: Susan M. Brownell, USPS Supply Management VP; Eric B. Lawton, BGA; Sunil A. Shah, BGA; Michael W. Gibson, BGA; James J. Dixon, ConEdison Solutions; John E. Potter, USPS Postmaster General and CEO.

"In today's energy marketplace, businesses and institutions of all kinds are implementing bold strategies to reduce energy use and energy spending," said Jorge Lopez, president of ConEdison *Solutions*. "We are proud to again be

recognized by the USPS for superior performance as an energy services provider, and we look forward to further strengthening our partnership with the Postal Service in the years to come."

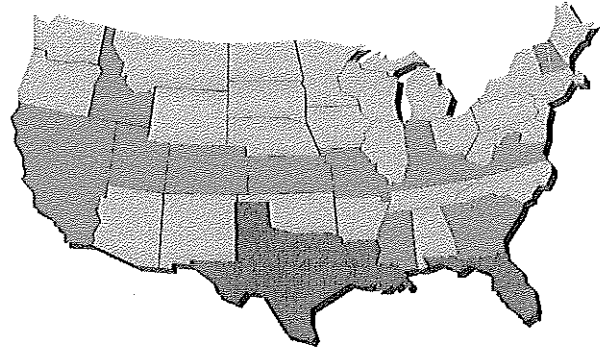
BGA and ConEdison *Solutions* have working relationships with the USPS extending as far back as 1997. Both have been recipients of a Shared Energy Services award from the Postal Service. Under this program, vendors receive a percentage or "share" of dollar savings attributable to energy conservation projects in return for assuming full implementation costs. In 2006, the USPS selected BGA to provide energy services to centers throughout the Southeast. At the same time, the Postal Service designated ConEdison *Solutions* to serve facilities in New York, New Jersey, Puerto Rico and the U.S. Virgin Islands. ConEdison *Solutions* acquired BGA, Inc in May 2007.

The presentation was made by the USPS at its 2008 Supplier Performance Awards Ceremony and Reception on Monday, May 11 at USPS headquarters in Washington, DC.



Client Name:

HCA
Hospital Corporation of America



Overview:

The Hospital Corporation of America (HCA) is the largest private operator of health care, facilities in the world, based in Nashville, Tennessee. HCA owns and operates approximately 179 hospitals and approximately 104 freestanding surgery centers in 21 states.

In 2003, BGA was selected by HCA as one of only two companies to assist HCA in identifying and ultimately implementing ECMs under HCA's National Programs at its hospitals throughout the United States. To date, BGA has been awarded \$40+ million worth of work under HCA's program at more than 30 hospitals owned and/or managed by HCA.

Description of Work:

Typical projects for HCA hospitals have included energy & water cost reduction projects, HVAC Replacement, Chiller / Cooling Tower Replacement, Fire Protection / Fire Alarm Install or Upgrade, Electrical Power Distribution / Emergency Power Install or Upgrade

Total dollar Value of the Contract:

To date, BGA has been awarded \$40+ million worth of work under HCA's program at more than 30 hospitals owned and/or managed by HCA.

Contract Duration:

2003 through present (HCA continues to award BGA work under this Program)

Prime or Subcontractor: BGA is the prime contractor for all work under this Master Contract.

Responsibilities and Results of the Project:

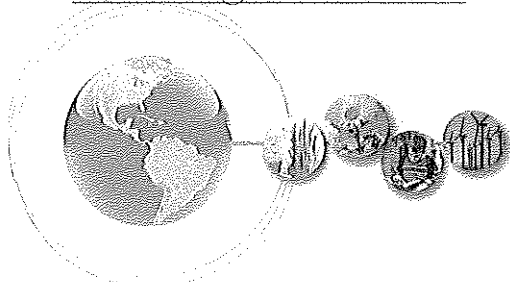
BGA provided all labor, equipment, materials and incidentals required to complete the scope of work, including providing related project engineering, design, construction administration and construction inspection services.

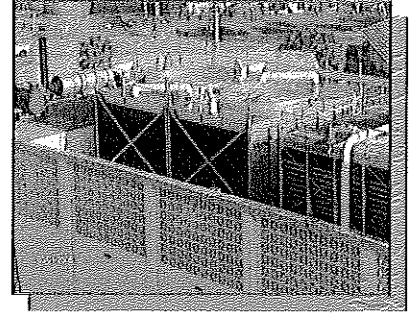
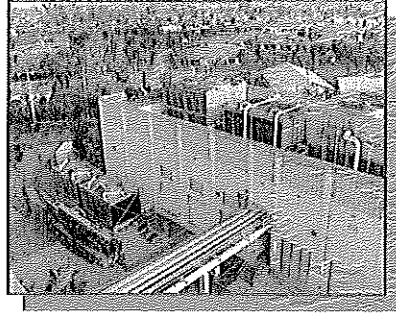
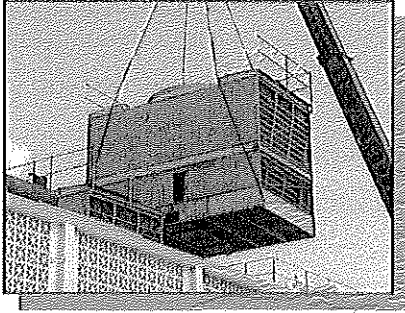
Energy savings are stipulated, based on engineering calculations. Continuation with BGA in their program validates calculated savings were achieved.

Contact:

Ron Harn -- 727-588-5889

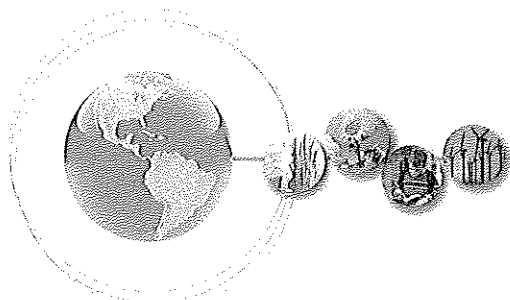
Ronald.harn@hcahealthcare.com





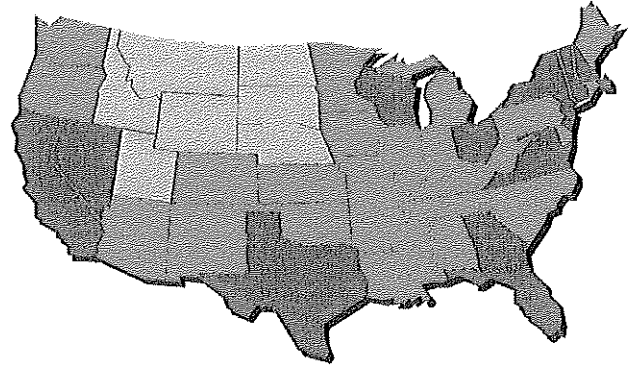
**Hospital Corporation of America (HCA)
PROJECT SITES BGA HAS PERFORMED WORK**

- Aventura Hospital and Medical Center
- Bay Hospital
- Brandon Regional Hospital
- Cedars Medical Center
- Columbia Hospital
- Englewood Community Hospital
- Fawcett Memorial Hospital
- Ft. Walton Beach Medical Center
- Gulfcoast Hospital and Medical Center
- JFK Medical Center
- Kendall Regional Medical Center
- Largo Medical Center
- Lawnwood Regional Medical Center
- North Florida Regional Medical Center
- Northwest Medical Center
- Oak Hill Hospital
- Ocala Regional Hospital and Medical Center
- Okeechobee Hospital
- Osceola Hospital and Medical Center
- Palms West Hospital
- St. Lucie Medical Center
- St. Petersburg General Hospital
- Sun City Hospital
- University Hospital
- West Side Regional Medical Center



Client Name:

SIMON[®] | **PROPERTY
GROUP, INC.**



Overview:

Simon Property Group (SPG) is the largest public real estate company in the USA. SPG owns or has an interest in at least 380 properties in the United States comprising more than 258 million square feet of gross leasable area in 39 states, plus Puerto Rico.

SPG has developed an Energy Efficiency Outsourcing Program to identify, design, build and monitor projects that promote energy efficiency within Simon owned/managed properties. These energy efficient projects include the installation of energy-related systems such as chiller plants, roof top HVAC units and boilers; lighting systems; building automation and energy management control systems; peak-shaving power supply systems; variable speed/frequency drives and high-efficiency motors; and metering systems.

Description of Work:

BGA performs energy efficiency work on a sole source basis to Simon Property Group under a Master Energy Services Agreement. Since the execution of this agreement in 2007, BGA has performed more than 35 audits at Simon Malls in 13 states.

Typical Project Scope for Malls include: EMS upgrades or replacements, EMS recommissioning, chiller or rooftop replacement, VFDs, motors, VAV control, parking garage lighting replacement or retrofit, parking lot pole lighting replacement, Interior HID upgrades or replacement, complete lighting system replacements, faucet and toilet upgrades or replacement, irrigation system modifications, and irrigation pumping system upgrades.

Total dollar Value of the Contract: \$3 million

Contract Duration: June, 2007- present

Prime or Subcontractor: BGA is the prime contractor for all work under this Master Contract.

Responsibilities and Results of the Project:

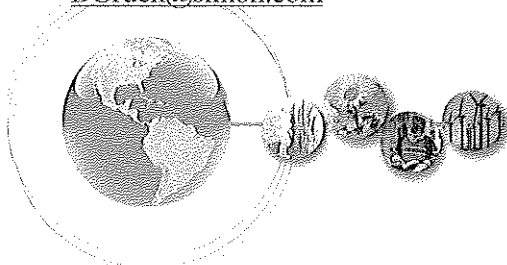
BGA provided all labor, equipment, materials and incidentals required to complete the scope of work, including providing related project engineering, design, construction administration and construction inspection services.

From the 35 audits BGA has prepared and submitted to SPG, \$16 million of energy efficiency projects have been developed. To date, \$3 million have been designed and constructed by BGA, saving SPG \$1 million annually in energy and operational savings.

Contact and Telephone Number:

Bill Gruen – (317) 636-1600

BGruen@simon.com



City of Miami Springs

Preliminary Energy Audit



May, 8 2013

Building Performance with ENERGY.

Preliminary Energy Assessment For Miami Springs

REPORT HIGHLIGHTS

- Energy Savings can pay for the purchase and installation of LED street lighting, new facility lighting, and HVAC equipment upgrades.
- Roughly \$1,900,000 in Capital Improvements could be implemented through the use of energy savings.
- Proposed projects will deliver the following environmental benefits:
 712 tons CO2 reduction/yr
 6.5 tons SO2 reduction/yr
 2.6 tons NOx reduction/yr

Executive Summary

The Preliminary Energy Assessment (PEA) of the City of Miami Springs is attached. This report identifies and discusses the Energy Conservation Measures (ECMs) that present the greatest opportunities for financial savings to the City of Miami Springs. These ECMs were determined to be viable measures through Benchmarking, and preliminary analysis not detailed engineering analysis.

The City of Miami Springs facilities were generally found to be consuming energy at "efficient" levels, However opportunities for energy savings definitely exist. The preliminary package of ECMs described in this report will save the City of Miami Springs **\$147,975** in annual utility and operational costs. This represents an opportunity to implement **\$1,932,966** in needed capital improvements through self-funding, energy-related upgrades.

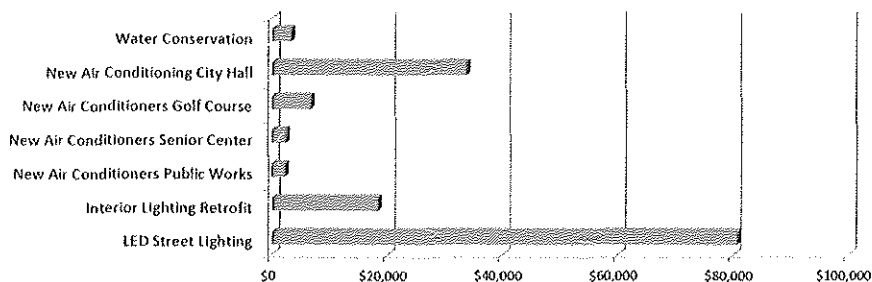
INSIDE THIS REPORT:

Summary of Existing Facility Conditions and Operations

Identify Potential Energy Conservation Measures

Preliminary Cost and Savings Projections

Total Annual Savings



Based on these findings, ESG recommends that the City commission an Investment Grade Energy Audit (IGA). To provide a more detailed engineering design and analysis. The IGA will provide firm pricing, guaranteed to be covered completely by savings generated from the project. The proposed project in its detailed form and assuming a 2.5% tax-exempt interest rate would be entirely amortized by the utility savings generated and guaranteed by the Energy Savings Performance Contract (ESPC).

Energy Savings Performance Contracting (ESPC) is a Partnership between the City and ESG whereby the energy savings discovered by ESG are used to pay for the modernization of the energy assets within those same facilities. Consequently, the greater the verifiable savings discovered, the more equipment and systems that can be replaced or repaired. In no event will the total project costs be more than the savings and increased revenues guaranteed to and

delivered to the City. In that, ESG will insure all of the upfront capital necessary to implement the project, guaranteeing a positive cash flow to the City would begin immediately following equipment commissioning.

ENERGY CONSUMPTION IN LOCAL GOVERNMENTS

Nationally, local governments spend over \$10 billion each year on energy. Adopting a strategic approach to energy management can lower your energy bills by 30 percent or more. ESG can provide Miami Springs with a proven energy management and facility modernization strategy to distinguish your municipality as an environmental leader while helping to fund repairs and renovations, new construction, and other core activities.

EXISTING ENERGY CONSUMPTION

The City of Miami Springs has approximately 45 electrical accounts and spends well over \$400,000 per year in energy on your Facilities and Infrastructure. This analysis examined a representative sample of the City's facilities and their energy consumption to identify opportunities to reduce energy consumption and while improving your facilities.

EXISTING FACILITY CONDITIONS

In this study, ESG analyzed the following facilities and infrastructures. This section provides a summary of the existing conditions of the facilities and systems reviewed by ESG as part of this study.

- Street Lighting
- City Hall
- Public Works Buildings
- Senior Center
- Recreational Center
- Golf Course and County Club

Street Lighting

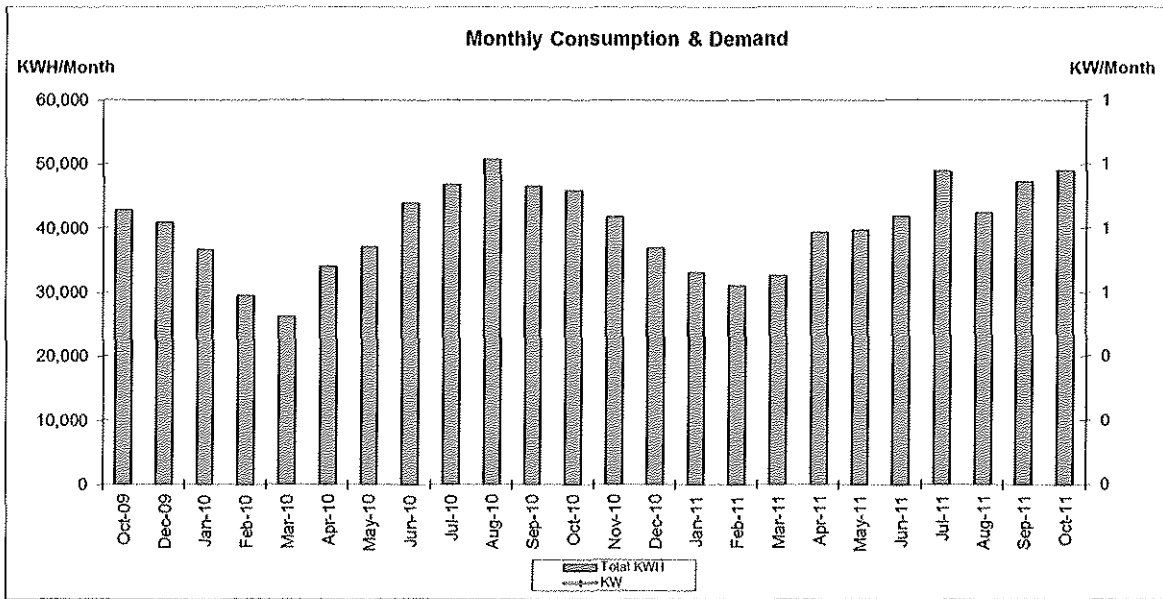
Miami Springs currently has approximately 1,400 street lights. Most of the street lighting uses high pressure sodium lamps which are very inefficient and give off a yellow light with low color rendering. These lights are paid for under a variety of rate agreements with Florida Power and Light. Of these lights, 467 are owned and maintained by the City. The City of Miami Springs's inventory of owned and maintained street lighting is listed below.

Component Type	Rate / Maintenance Type	Qty
HPS0100	Relamp	2
HPS0150	Energy	5
HPS0150	Relamp	1
HPS0200	Energy	2
HPS0200	Relamp	14
HPS0250	Energy	1
HPS0400	Relamp	1
MV00175	Energy	7
MV00175	Relamp	400
MV00250	Relamp	1
MV00400	Relamp	33
Total		467

City Hall – 201 Westward Dr.



City of Miami Springs’s City Hall is approximately 40 years old, two story and 21,000 square feet. The City Hall houses City Administration, Police, and Fire & Rescue. The building primarily operates from 8am-6pm Mon-Fri, with areas for support of emergency services in operation 24/7. City Hall consumes over \$45,000 per year in energy. The following chart depicts the facility’s average monthly usage.



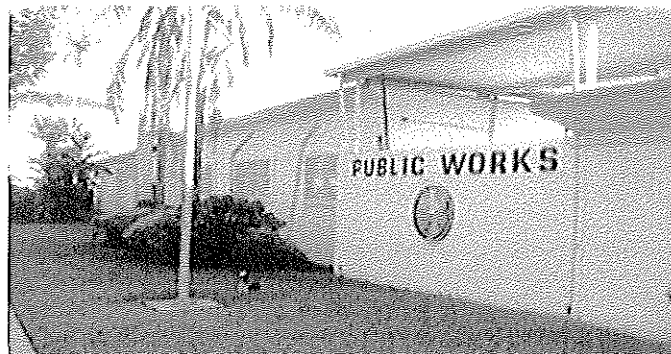
City Hall's lighting system is primarily composed of 4"x2" and 2"x2" fluorescent fixtures incorporating moderately efficient linear 32W T8 and U-tube lamps and ballasts. Additionally there are a small number of additional types of fixtures including incandescent fixtures, emergency lighting, exit lighting, etc.

The facility is conditioned utilizing a small air cooled chillier and a small rooftop packaged unit. Both units are past their rated life and are in need of replacement. The following table lists the building's current HVAC systems.

Building Number	Manufacturer	Model Number	Size (tons)	Efficiency (kW/Ton)
City Hall	Trane	RTAA 070A	70.0	1.17
City Hall	Carrier	50TFF012	10.0	1.33

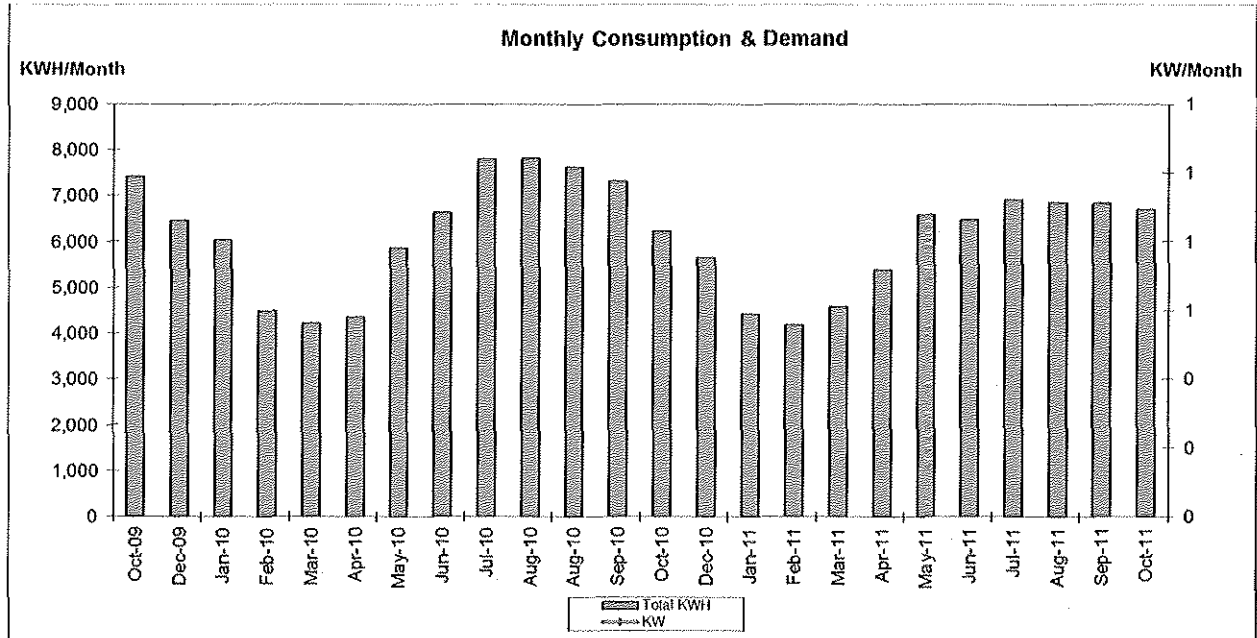
City Hall's domestic water system primarily incorporates the usage of outdated standard-flow water closets, urinals, faucets, and shower heads.

Public Works Buildings – 345 N. Royal Poinciana Blvd.



City of Miami Springs's Public Works facility is approximately 40 years old. The facility

includes a main building with garage bays, smaller secondary buildings, and covered areas for fleet storage and maintenance in total encompassing approximately 6,700 square feet. The Facility houses various city functions including Public Properties, Sanitation, Storm Water, and Streets and Street Lighting. The facility operates from 7am-3:30pm Mon-Fri. Public Works consumes over \$7,000 per year in energy. The following chart depicts the facility's average monthly usage.



Public Works' lighting system is primarily composed of 4"x2" and 2"x2" fluorescent fixtures incorporating inefficient linear 40W T12 and U-tube lamps and ballasts. Additionally there are a small number of additional types of fixtures including 32W T8 fixtures, incandescent fixtures, emergency lighting, exit lighting, etc.

The facility is conditioned utilizing a single 3 ton DX unit and 7 wall units of varying sizes. All are past their rated life and are in need of replacement. The following table lists the building's current HVAC systems.

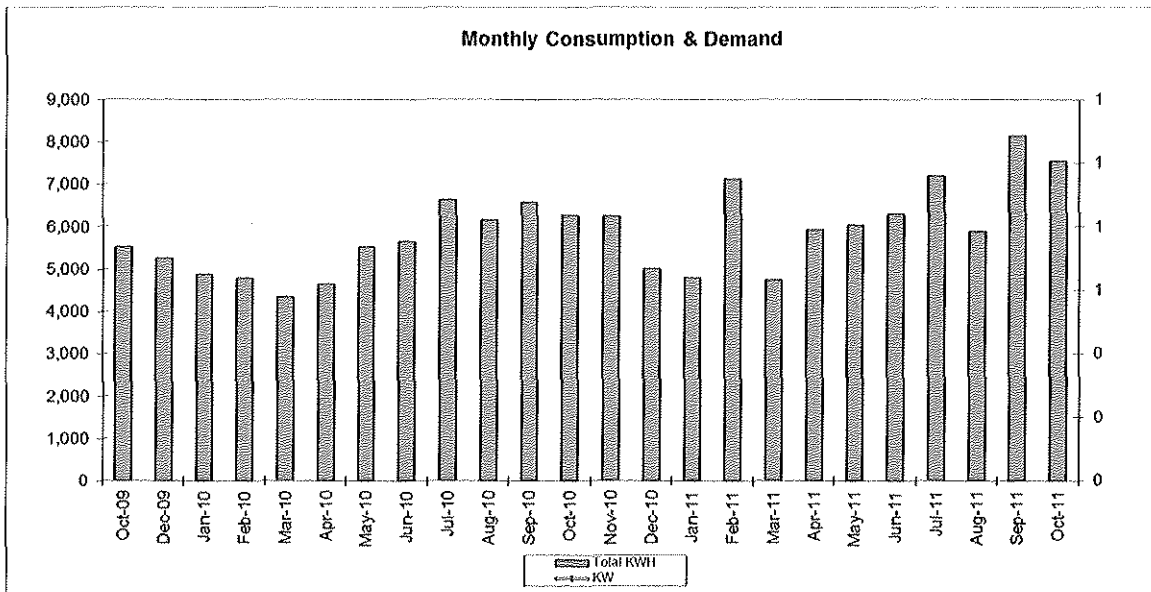
Building Number	Manufacturer	Model Number	Size (tons)	Efficiency (kW/Ton)
Public Works		Indeterminate	3	1.33
Public Works		Indeterminate	0.7	1.33
Public Works		Indeterminate	1.5	1.33
Public Works		Indeterminate	0.7	1.33
Public Works		Indeterminate	1	1.33
Public Works		Indeterminate	1.5	1.33
Public Works		Indeterminate	0.8	1.33
Public Works		Indeterminate	2	1.33

Public Works' domestic water system primarily incorporates the usage of outdated standard flow water closets, urinals, faucets, and shower heads.

Senior Center – 343 Payne Dr.



The Senior Center is approximately 6,900 square feet. This facility serves the Senior Citizens of the community with large community rooms. It primarily operates from 8am-6pm Mon-Fri, with occasional special events during evenings and weekends. The Senior Center consumes nearly \$8,000 per year in energy. The following chart depicts the facility's average monthly usage.



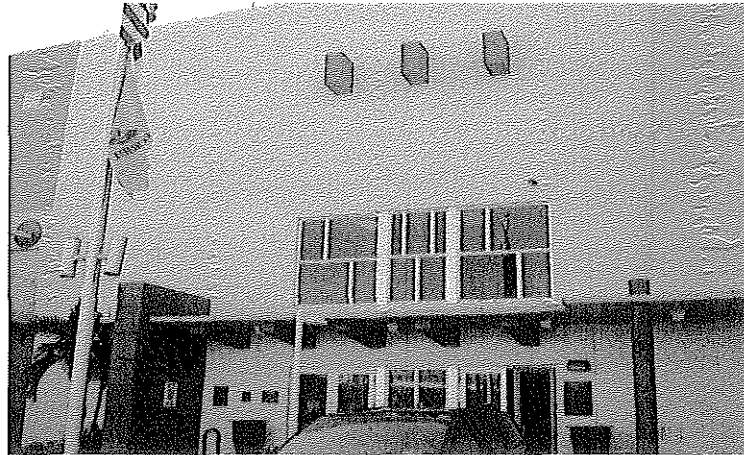
The Center's lighting system is primarily composed of 4"x2" and 2"x2" fluorescent fixtures incorporating moderately efficient linear 32W T8 and U-tube lamps and ballasts. Additionally there are a small number of additional types of fixtures including incandescent fixtures, emergency lighting, exit lighting, etc.

The facility is conditioned by two 5 ton package units. The center's HVAC systems which are over 10 years old are significantly less efficient than current HVAC systems and are nearing the end of their anticipated life. The following table lists the building's current HVAC systems.

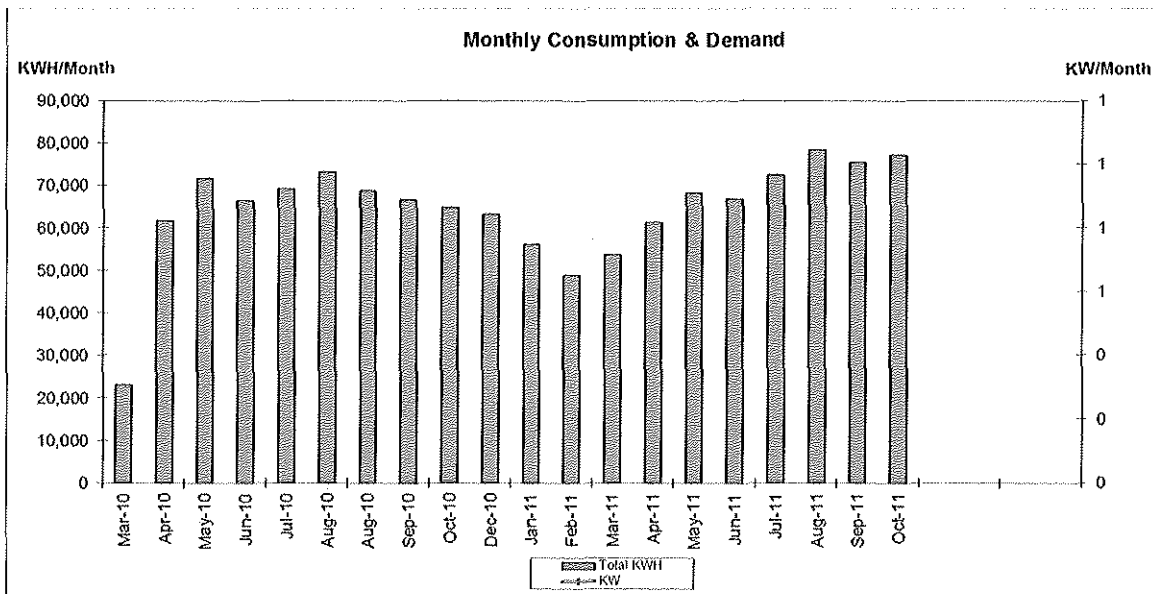
Building Number	Manufacturer	Model Number	Size (tons)	Efficiency (kW/Ton)
Senior Center	Trane	Unknown	5.0	1.20
Senior Center	Goodman	Unknown	5.0	1.20

The Senior Center's domestic water system primarily incorporates the usage of outdated standard flow water closets, urinals, and faucets.

Recreation Center - 1401 Westward Dr.



The Recreation Center was constructed 3 years ago and because of its age is generally using efficient technologies. The Center is approximately 34,800 sqft and comprised of a gymnasium, theater, and activity rooms with an adjacent outside aquatics center. The Recreation Center hosts a wide variety of community events and activities and generally operates from morning into the evenings 7 days per week. The Recreation Center consumes nearly \$67,000 per year in energy. The following chart depicts the facility's average monthly usage.



The interior lighting system is primarily composed of 4"x2" and 2"x2" fluorescent fixtures incorporating moderately efficient linear 32W T8 and U-tube lamps and ballasts. Additionally, there are a small number of additional types of fixtures including incandescent fixtures, emergency lighting, exit lighting, etc. The gymnasium lighting is comprised of 400W

metal halide HID fixtures.

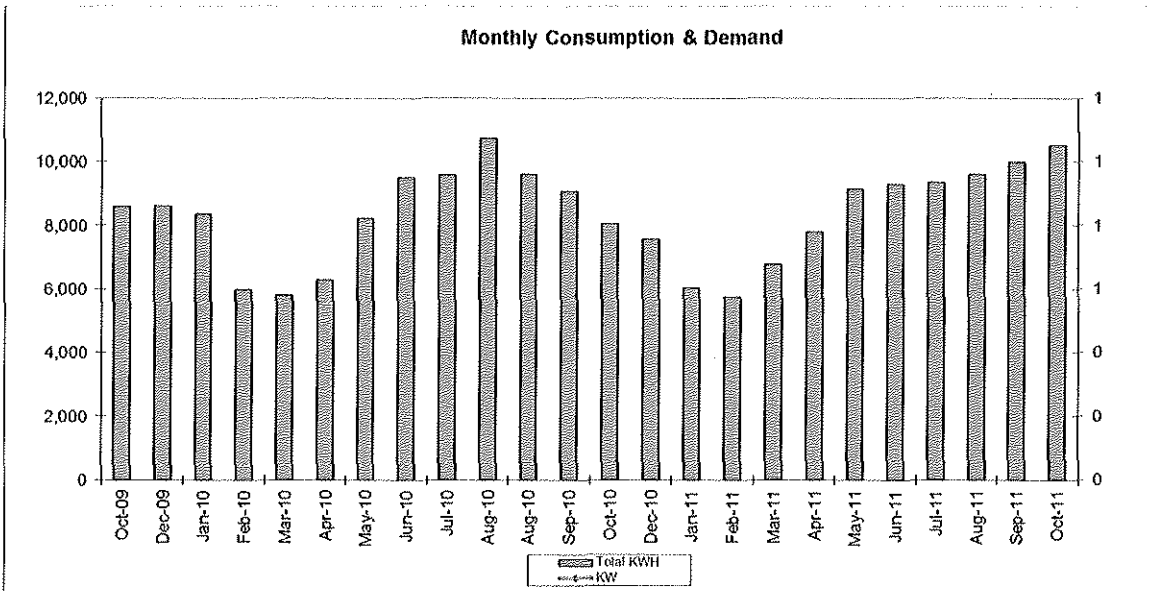
The facility is conditioned with a new, modern efficiency HVAC system. Because of the age and condition of the equipment, this system was not included in the preliminary evaluation.

The Center's domestic water system primarily incorporates the usage of low-flow water closets, urinals, faucets, and shower heads.

Golf Course & County Club – 650- Curtiss Pky



Miami Springs also owns and operates the municipal golf course. The course property includes a club house and restaurant facility and a separate golf cart shed, totaling approximately 17,500 sqft. The Golf Course consumes almost \$20,000 per year in energy. The following chart depicts the facility's average monthly usage.



The Center's lighting system is primarily composed of 4"x2" and 2"x2" fluorescent fixtures incorporating moderately efficient linear 32W T8 and U-tube lamps and ballasts. Additionally there are a small number of additional types of fixtures including incandescent fixtures, emergency lighting, exit lighting, etc.

The facility is conditioned by four package units ranging between 4 and 20 tons. The HVAC systems which are over 10 years old are significantly less efficient than current HVAC

systems are also nearing the end of their anticipated life. The following table lists the building's current HVAC systems.

Building Number	Manufacturer	Model Number	Size (tons)	Efficiency (kW/Ton)
Golf Course	Carrier	50TJ-005	4.0	1.20
Golf Course	Carrier	50TJ-005	4.0	1.20
Golf Course	Carrier	38AKS-024	20.0	1.30
Golf Course	Carrier	38AK-012	10.0	1.30

The Senior Center's domestic water system primarily incorporates the usage of outdated standard-flow water closets, urinals, and faucets.

AREAS OF FOCUS

The initial feasibility study is not intended as an exhaustive review of all potential improvement measures available to the city, but is a targeted, high-level assessment of key areas that represent areas that typically offer the highest levels of potential savings and overall economic returns. Identified project opportunities in these areas are used to provide support for conducting an Investment Grade Audit, where all savings opportunities will be analyzed in greater detail. The following briefly describes the areas of focus associated with ESG's analysis of the City of Miami Springs.

Street Lighting

New LED and induction street lighting products provide a great opportunity to save energy and maintenance costs. These new fixtures use approximately half the energy the existing fixtures with an expected life of 20 years without lamp replacements. This greatly reduces the maintenance requirements. Another benefit is that the LED's and Induction retrofits produce a white light that provide a better color rendering than traditional High Pressure Sodium fixtures for better visibility at night.

Lighting

Facility lighting systems typically comprise between 20% - 30% of a facility's energy consumption. Facility lighting often offers an attractive energy conservation opportunity due to the relatively low cost of upgrading to newer technologies in relation to gained efficiencies. Current facility lighting equipment options include ultra-efficient fluorescent, induction, and LED technologies. All of which, offer greatly improved efficiencies, extended product life, and reduced levels of certain hazardous materials.

HVAC & Controls

HVAC systems typically compose 50% - 60% of a facility's energy consumption. As HVAC systems age, they experience a material decrease in efficiency while also requiring ever increasing preventative maintenance and repair costs. This overall increase in cost of operations contrasted with improved efficiencies and overall performance offered by newer chiller technologies often provides sufficient savings to justify the replacement of aging systems. Significant operational savings combined with energy savings can support the relatively high initial capital cost and longer paybacks associated with this type of equipment.

Domestic Water

The use of low-flow domestic water fixtures (toilets, urinals, faucets, shower heads, etc.) can reduce water consumption by more than 50% compared to standard flow systems. Although domestic water usage generally represents only a small portion of a facility's total utility costs, the relatively low cost of upgrading to low-flow fixtures is typically an excellent investment given the quick paybacks and long life of the equipment.

AREAS FOR ADDITIONAL REVIEW

ESG believes there are additional areas of opportunity for savings within the City, however the analysis of these associated systems exceed the scope of this feasibility study but these opportunities would be evaluated and developed as part of the Investment Grade Energy Audit phase of project development. The following section lists a few of these areas

Building Envelope

As buildings age, they often begin to experience compromises in their envelope. Poor insulation, leaky roofs, windows, doors, etc. can all lead to increased costs of operation, reduced comfort, and indoor air quality issues. As part of the investment grade audit ESG will evaluate the envelope integrity of city facilities and identify any cost effective improvements that should be considered for final project scope.

Park & Sports Lighting

Miami Springs has several parks that include lighting for walking paths, tennis and basketball courts, and baseball fields. All of these systems require specialty lighting that requires a more detailed analysis to insure that any proposed retrofits will meet required lighting levels for safety. ESG's Investment Grade Audit will evaluate the existing park and sports lighting including control systems to identify any cost effective solutions that should be considered for the final project scope.

Utility Rate Study

Utility bills contain critical information that can help identify energy problems. Occasionally the bills contain errors due to improper meter reads, estimated meter reads, failure to reset demands, improper rate applications, taxes, franchise fees, equipment rental fees and so on. ESG will audit and analyze utility bills for the potential to switch rate structures and meter types. The wrong rate structure can cost the City thousands of dollars, so surveillance of bills routinely is a big part of ESG's analytical process. Additionally, ESG will work closely with City's utility providers to rectify billing errors, secure refunds, identify potential rebates for conservation retrofits, etc.

Alternative Fuel

The City employees a wide range of fleet vehicles to support city operations. Many municipal vehicle fleets are now exploring the economic benefits of conversion to alternative fuel vehicles from hybrid and electric staff cars to Biodiesel and GNC fueled heavy vehicles. If these alternatives are of interest to the City, ESG can help provide an analysis of current options and develop cost effective implementation strategies.

Renewable Energy Resources

Renewable energy technologies have become more cost effective during the past few years. With rising energy costs and reduction in the cost of solar technologies, ESG is identifying more and more practical uses for renewable energy applications. Specific areas of considerations for Miami Springs will include solar golf cart charging stations at the golf

course and solar water heaters for the Police, Fire and Rescue facilities, the Recreation Center, and the golf course.

SUMMARY OF RECOMMENDED CONSERVATION MEASURES

The following recommended conservation measures represent a potential savings of \$53,111 in energy and \$94,264 in operational and avoided capital costs.

ECM	Electric Demand Savings (kW)	Electric Energy Savings (kWh)	Water Savings (kGal)	Annual Energy Savings	Operational Savings	Total Annual Savings	Estimated Cost	Simple Payback
LED Street Lighting	1,487	289,470	-	\$24,894	\$55,813	\$80,707	\$512,502	6.4
Interior Lighting Retrofit	189	159,408	-	\$11,209	\$7,083	\$18,292	\$161,904	8.9
New Air Conditioners Public Works	58	13,322	-	\$1,326	\$1,000	\$2,326	\$40,000	17.2
New Air Conditioners Senior Center	47	10,919	-	\$1,080	\$1,360	\$2,440	\$54,400	22.3
New Air Conditioners Golf Course	76	22,751	-	\$2,052	\$4,624	\$6,676	\$184,960	27.7
New Air Conditioning City Hall	421	97,428	-	\$9,680	\$24,000	\$33,680	\$960,000	28.6
Water Conservation	-	-	322	\$2,869	\$384	\$3,253	\$19,200	5.9
Total	2,277	593,298	322	\$53,111	\$94,264	\$147,375	\$1,932,066	13.1

ECM Descriptions

LED and Induction Street Lighting – Replace and retrofit existing street lighting with high efficiency and low maintenance with long life LED and induction lighting.

Interior Lighting Retrofits – Retrofit existing fluorescent lighting fixtures at City Hall, Public Works, the Senior Center, Recreational Center, and the Golf Course with new higher efficiency T8 lamps and ballasts. Existing gym high bay 400 Watt metal halide fixtures will be replaced with T-5 Fluorescent fixtures. Remaining incandescent lights will be retrofitted with compact fluorescent bulbs. Additionally, automated lighting controls will be installed in specified areas to reduce unnecessary run hours.

Public Works HVAC replacement – Replace existing end of life HVAC systems with new high efficiency HVAC systems.

Senior Center HVAC replacement – Replace existing end of life HVAC systems with new high efficiency HVAC systems.

Golf Course HVAC replacement – Replace existing end of life HVAC systems with new high efficiency HVAC systems.

City Hall Upgrade to VRV & New Ceilings – Install a new HVAC system in City Hall that would use VRV air handling units and install new ceiling below the new ductwork throughout the facility. Remove the existing unit air handlers from the building to reduce maintenance cost and avoided future capital cost to replace this equipment at the end of its expected life. The new system will provide better temperature control while savings some energy.

Water Conservation - Replace or retrofit standard-flow fixtures at City Hall, Public Works, the Senior Center, and the Golf Course with new, low-flow devices as part of this project.

Energy Systems Group Background and Experience

ESG was founded in 1994 to help customers develop and implement energy solutions that improve facilities through energy efficiency based capital projects. We are a wholly owned subsidiary of Vectren Corporation (NYSE: VVC), an energy and applied technology holding company headquartered in Evansville, Indiana with assets in excess of \$4.0 billion employing approximately 3,500 people. ESG's mission is to be the BEST energy services and performance contracting company in North America. Our focus on developing long lasting and trusting relationships with our customers is one of the cornerstones of ESG's success. Using our strengths in project development, design, financing, operations, maintenance, and project management, we strive to discover distinctive solutions for the complex issues facing today's energy consumers.

Corporate Headquarters:

4655 Rosebud Lane
Newburgh, IN 47630
(812) 471-5000

Regional Office:

17757 US Highway 19 North
Suite 210
Clearwater, FL 33764-6592
(727) 533-0403

State of Florida Performance Contracting Program

The State of Florida through FS 489.145 encourages governmental entities to utilize Guaranteed Energy Savings Performance Contracting (ESPC) as a practical way to obtain and finance energy-saving projects for their facilities. Performance contracting can provide the resources to finance and acquire needed capital equipment and improve energy efficiency and comfort in public buildings. Numerous state agencies, county governments, municipalities, school districts, and colleges in the State of Florida have taken advantage of performance contracting to fund capital improvements without the commitment of capital funds while saving hundreds of millions of dollars in utility costs.

Typical Schedule for an Energy Performance Contract

Energy Savings Performance Contracting (ESPC) represents a partnership between the City and ESG whereby the energy savings discovered by ESG are used to pay for the implemented improvements and upgrades. Consequently, the greater the verifiable savings discovered, the more equipment and systems that can be replaced or repaired. In no event will the total project costs be more than the savings and increased revenues guaranteed to and delivered to the City. In that ESG will insure all of the upfront capital necessary to implement the project, guaranteeing a positive cash flow to the City would begin immediately following equipment commissioning.

The following is a typical schedule for the implementation of an ESPC for a Public Entity in Florida:

1. Select a qualified ESCO partner for the City's project. This can be accomplished via the issuance of a Request for Qualifications (RFQ) in accordance with Florida Statutes 489.145 to identify and select a State-qualified ESCO (Energy Services Company)
2. Enter into an Investment Grade Energy Audit (IGA) Agreement, setting forth the audit scope, the desired contract terms and conditions, as well as an audit fee should the project not proceed beyond the IGA

3. Receive and review the completed IGA as well as the Energy Services Agreement (ESA) from the ESCO for the Energy Performance Contract
4. Execute the ESPC with the ESCO
5. ESCO commences equipment procurement and construction

EXHIBIT A

ECM DESCRIPTION AND ENERGY SAVINGS OVERVIEW

The feasibility analysis projects a base project opportunity that would include a total of \$1.9 million worth of self-funding infrastructure and facility improvements that will generate an estimated \$147,000 in annual energy and operational savings and future capital cost avoidance representing an aggregate simple payback of 13.1 years. Recommended Energy Conservation Measures grouped and numbered by ECM type are outlined below:

- 1 LED Street Lighting Retrofit
 - 1.1 *Replace Existing HPS Street Lighting Fixtures with New LED Fixtures*

- 2 Interior Lighting Retrofit
 - 2.1 *Retrofit existing lighting fixtures with energy efficient lighting and ballasts*
 - 2.2 *Install occupancy sensors, photocells and daylight harvesting in the buildings*
 - 2.3 *Replace Existing Metal Halide Lighting System with New High Bay T-5 System*

- 3 HVAC Upgrades
 - 3.1 *Replace City Hall HVAC System with New VRV System*
 - 3.2 *Replace Existing City Hall Ductwork with New Ductwork*
 - 3.3 *Replace Existing City Hall Drop Ceilings with New Grid and Tile*
 - 3.4 *Replace Existing HVAC Public Works HVAC Systems with New Systems*
 - 3.5 *Replace Existing Senior Center Split Systems with New Split Systems*
 - 3.6 *Replace Existing Golf Course Split Systems and Rooftop Systems with New HVAC Systems*

- 4 Water Conservation
 - 4.1 *Replace Existing Standard Flow Toilets with New Low-Flow Toilets and Flush Valves*
 - 4.2 *Replace Existing Standard Flow Urinal Flush Valves with New Low-Flow Flush Valves*
 - 4.3 *Install New Aerators on Existing Faucets*

More detailed descriptions of each ECM including estimated economics are provided in the following section.

ECM 1 – LED STREET LIGHTS

SUMMARY

Measure Summary

ESG proposes to replace or retrofit existing street lighting with high efficiency, low maintenance, and long life LED and induction lighting. Color rendering index, component life and quality of light are all dramatically improved through the utilization of the new lighting technology.

Affected Facilities

- **City Owned and Maintained Street Lights**

DETAILED DESCRIPTION

Existing System

Miami Springs currently has approximately 450 city owned and maintained street lights. Most of the existing lighting is high pressure sodium which is very inefficient and gives off a yellow light with low color rendering.

Proposed System

ESG proposes to retrofit or replace all existing city owned and maintained street lights with new LED or Induction fixtures. These lighting systems are far superior to the existing HID lighting in both efficiency and longevity. Color rendering index, component life and quality of light are all dramatically improved through the utilization of the new lighting technology. It is assumed that the existing pole, arm and electrical wiring are in good condition and changing any of these are not part of this scope of work.

Correct selection of specific technology and fixture type is essential for a successful system upgrade. ESG will work with City staff to implement a two phase design and development process for finalizing scope and equipment selection. Phase I will be a point-by-point photometric analysis utilizing manufacturer specifications and IES data files. This will allow ESG and the City to select a short list of potential materials based on meeting determined minimum specification requirements. Phase II will involve installing sample fixtures for each selected product during Phase I. These fixtures will be evaluated by ESG and the City staff for features such as fixture quality, ease of installation, and real conditions performance.

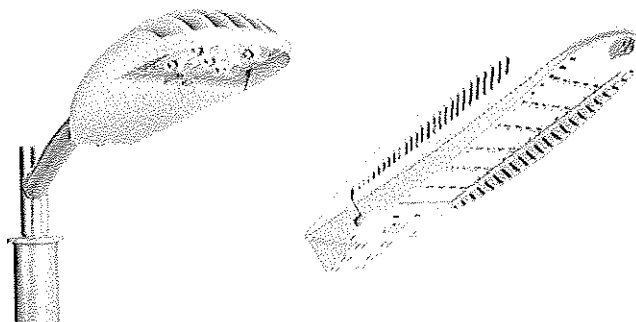


Figure 1: Typical LED Street Lighting

Scope of Work

- Existing street lights will be replaced or retrofitted with appropriately selected LED or induction fixtures
- Pre and Post light level readings to insure proper light levels and distribution to maximize light quality and minimize glare
- New fixtures will be GPS located and inventoried for future tracking and maintenance
- New fixture installation information will be supplied to FP&L to coordinate appropriate rate adjustments to existing accounts

INTEGRATION WITH EXISTING SYSTEMS AND OPERATIONS

Impact on Facility Operations and Performance

- The new lights will provide approximately 50% reduction in energy consumption over existing system.
- New lighting systems proposed by this project offer an extensive improvement in rated burn life compared to existing fixtures. On average equipment life will be extend by 4 to 5 times that of the current system. New fixtures will feature extended warranties ranging between 10 and 15 years.
- The new lamps will have a high color-rendering index resulting in an increase in light quality. As compared to the yellow color rendering of existing HPS fixtures the new LED or Induction lighting will provide a clean white light that offers improved visibility and security.

EQUIPMENT INFORMATION

Manufacturer and Type

The equipment for this proposed measure will be specified and selected with input from City Staff. Potential OEMs include but not limited to the following:

Fixtures:

- Phillips Hadco Lighting Co
- Beta Lighting
- LeoTek Lighting
- Neptune Lighting

ECM 2 - INSTALL ENERGY EFFICIENT LIGHTING AND CONTROLS

SUMMARY

Measure Summary

ESG proposes a combination of installing new energy efficient lighting fixtures, as well as retrofitting existing fluorescent fixtures to increase overall efficiency. This will also consolidate a wide range of fluorescent lamp types currently used by the City to create a commonality of stock.

Automated lighting controls will be installed in specified areas to reduce unnecessary run hours.

Affected Facilities

- City Hall
- Public Works
- Senior Center
- Recreation Center
- Golf Course & County Club

DETAILED DESCRIPTION

Existing System

Existing lighting systems consist primarily of 2'x4' and 2'x2' lay-in fluorescent troffer fixtures with either inefficient 40W T-12 or moderately efficient 32W T-8 lamps and ballasts. Additionally, there is a small quantity of incandescent and compact fluorescent lamps. The gymnasium lighting at the Recreation Center is comprised of 400W HID metal halide fixtures.

Proposed System

ESG proposes to retrofit or replace all existing 40W T-12 and 32W T-8 lamps and ballasts with new 28W T-8 lamps and ballasts. All remaining incandescent lamps will be replaced with new compact fluorescent or screw in LED lamps. Surface mounted wall packs will be replaced with higher efficiency induction or LED fixtures. Existing gym high bay 400W metal halide fixtures will be replaced with T-5 Fluorescent fixtures. Along with energy savings, this installation will offer improved lighting quality and will reduce the maintenance costs substantially replacing existing equipment with a more standardized selection of new longer life equipment.

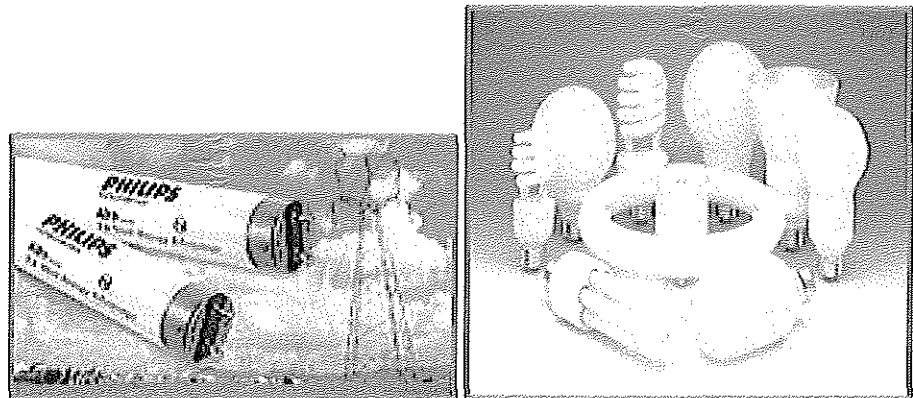


Figure 1: Typical Energy Efficient Lighting

Scope of Work

- Existing 2'x4' lay-in troffers containing two (2) T-8 32W lamps will be retrofitted with two (2) new T-8 28W lamps and high efficiency electronic ballast, tandem wiring where applicable to reduce ballast costs and increase savings.
- Existing 2'x4' lay-in troffers containing three (3), and four (4) T-8 32W lamps will be retrofitted with three (3), or four (4) new T-8 lamps and a single high efficiency electronic ballast. In select areas having light levels well above recommended values the quantity of lamps will be reduced in the existing fixtures resulting in proper illumination and increased energy savings.
- Existing fixtures containing incandescent lamps will be retrofitted with screw in compact fluorescent lamps.
- Existing gym high bay 400W metal halide fixtures will be replaced with T-5 Fluorescent fixtures.

INTEGRATION WITH EXISTING SYSTEMS AND OPERATIONS

Impact on Facility Operations and Performance

- The new lamps will have a high color-rendering index resulting in an increase in light quality.
- New T-8 lamps will maintain lighting levels within the IES standards.
- Because of the installation of new lamps and ballasts, maintenance costs will be lower.
- Efforts have been made as part of the recommendations to standardize on equipment reducing the variety of replacement lamps that must be stocked.
- Much of the existing lighting equipment contain hazardous materials. All lamps and ballasts will be disposed of according to state and federal regulations. Records of this material handling and disposal will be provided to the City upon completion.

EQUIPMENT INFORMATION

Manufacturer and Type

The equipment for this proposed measure will be specified and selected with input from City Staff. Potential OEMs include but not limited to the following:

Lamps:

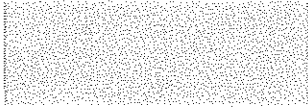
- Phillips Lighting Co
- Sylvania
- GE

Ballasts:

- Advanced
- Sylvania
- GE

Reflectors:

- Reflect-A-Light
- EPA



Occupancy Sensors:

- Sensor Switch
- Wattstopper

ECM 3 – INSTALL NEW HIGH EFFICIENCY HVAC SYSTEMS

SUMMARY

Measure Overview

The goal of this project is to replace the existing aging and inefficient HVAC equipment with new systems matched for facility need considering energy efficiency, reduced maintenance, improved comfort, and overall life cycle costing.

Affected Facilities

- City Hall
- Public Works
- Senior Center
- Golf Course & County Club

DETAILED DESCRIPTION

Existing System Description

Air conditioning for these facilities are provided by a combination of air cooled chillers and packaged style units, and wall units ranging between .7 and 70 tons. Existing systems range between 10 and 20 years of age and as such are at or past the end of their useful life. They are estimated to have operating efficiencies between 1.33 and 1.17 kW per ton, which is well below current efficiency standards of comparable new equipment. The advanced age of these systems also result in increased system maintenance costs and reliability concerns that could potentially interrupt essential city operations.

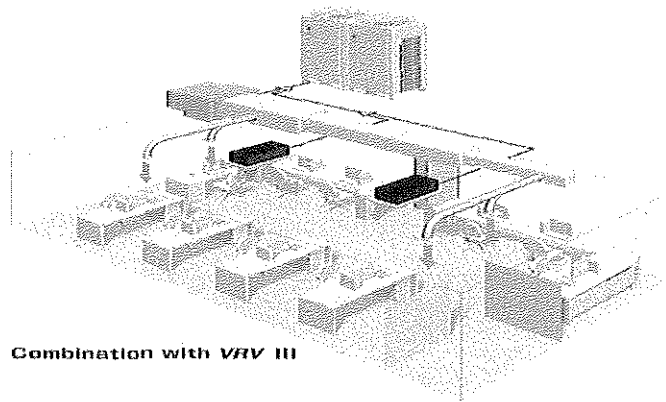
Building Number	Manufacturer	Model Number	Size (tons)	Efficiency (kW/Ton)
City Hall	Trane	RTAA 070A	70.0	1.17
City Hall	Carrier	50TFF012	10.0	1.33
Public Works	Indeterminate		3	1.33
Public Works	Indeterminate		0.7	1.33
Public Works	Indeterminate		1.5	1.33
Public Works	Indeterminate		0.7	1.33
Public Works	Indeterminate		1	1.33
Public Works	Indeterminate		1.5	1.33
Public Works	Indeterminate		0.8	1.33
Public Works	Indeterminate		2	1.33
Senior Center	Trane	Unknown	5.0	1.20
Senior Center	Goodman	Unknown	5.0	1.20
Golf Course	Carrier	50TJ-005	4.0	1.20
Golf Course	Carrier	50TJ-005	4.0	1.20
Golf Course	Carrier	38AKS-024	20.0	1.30
Golf Course	Carrier	38AK-012	10.0	1.30

Proposed Improvements

ESG proposes to install high-efficiency new high efficiency systems. New units will have average efficiencies of 0.9 kW/ton.

City Hall would be upgraded utilizing a variable refrigerant volume (VRV) system. The system will include zoned air handlers and external condenser units. New refrigerant piping will be routed throughout the facility. New air distribution systems will be installed along with new ceilings within the facility. The system will also contain a dedicated outside air unit to provide ventilation to meet ASHRAE Standard 62.1. A new central control system for better operation and maintenance is included.

Existing Units at the Senior Center and Golf Course will be replaced with new higher efficiency, packaged unit styled systems.



Combination with VRV III

Figure 1: Typical VRV HVAC System

Scope of Work

- Replace existing City Hall HVAC system with new VRV System.
- Replace existing City Hall ductwork with new ductwork
- Replace existing City Hall drop ceilings with new grid and tile
- Replace existing Public Works HVAC systems with new HVAC systems
- Replace existing Senior Center split systems with new split systems
- Replace existing Golf Course split and rooftop systems with new split and rooftop systems
- Install concrete pads for new units as needed
- Provide electric disconnects for new units
- Provide test and balance services for new systems
- Start-up and test of new equipment

INTEGRATION WITH EXISTING SYSTEMS AND OPERATIONS

Impact on Facility Operations and Performance

- New systems will improve overall energy efficiency of facility HVAC systems
- New systems will reduce the overall time and cost associated with system maintenance
- Improved comfort within facilities resulting from general improvements in temperature control and indoor air quality
- Proper scheduling will eliminate most impact on normal operations at the City's buildings.
- Installing, starting up, and servicing this equipment can be hazardous due to system pressures and electrical components. Only trained, qualified installers and service mechanics will install, start up, and service this equipment.
- When working on this equipment, observe precautions in the literature, and on tags, stickers, and labels attached to the equipment, and any other safety precautions that apply. Follow all safety codes. Wear safety glasses and work gloves. Use care in handling, rigging, and setting this equipment, and in handling all electrical components. Maintain the equipment according to all manufacturers' instructions.

EQUIPMENT INFORMATION

Manufacturer and Type

The equipment for this proposed measure will be specified and selected with input from City Staff. Potential OEMs include but not limited to the following:

- Daikin
- Trane Corp.
- Carrier Corp.
- York International

ECM 4 - IMPLEMENT WATER CONSERVATION MEASURES

SUMMARY

Measure Overview

ESG will replace any existing standard-flow fixtures with new water closets, new urinal flush valves, and new lavatory aerators, and new showerheads throughout City facilities. The new devices will be low-flow devices conforming to the latest standards. This action will reduce unnecessary water use, minimize maintenance requirements, and provide the facilities with new, more attractive plumbing fixtures.

Affected Facilities

- City Hall
- Public Works
- Senior Center
- Golf Course & County Club

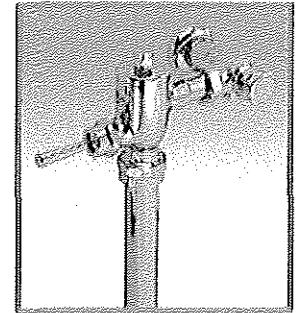
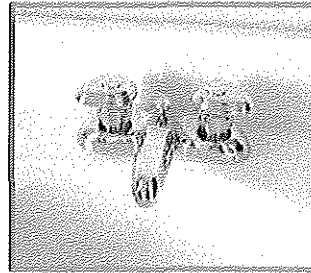
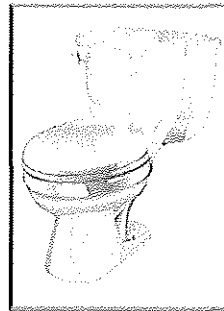
DETAILED DESCRIPTION

Existing System Description

All the buildings primarily have plumbing fixtures that appear to be of original construction. The toilets observed during our investigation are equipped with flushometers with flush rates of approximately 3.4 to 5 gallons per flush (gpf) on average. The urinals observed during the audit had average flush rates near 2.0 gpf. Sink faucets and showerheads varied greatly from building to building, but appeared to average around 3.1 gallons per minute (gpm).

Proposed Improvements

ESG will replace or retrofit each of these standard-flow fixtures with new, low-flow devices as part of this project. ESG will use the plumbing fixtures approved by the City in the buildings.



Scope of Work

- Replace existing toilets with new 1.2 gpm toilets and flush valves
- Retrofit existing urinal flush valves with new 1.0 gpm flush valves
- Install aerators or inline flow restrictors on all faucets
- Install new low flow showerheads in all showers

INTEGRATION WITH EXISTING SYSTEMS AND OPERATIONS

Impact on Facility Operations and Performance

- The benefit of this measure will be a reduction in the quantity of water consumed. Modern toilet fixtures have been designed to efficiently flush waste with much less water, although a brief period of testing and calibration may be required to balance the building water pressure.
- Current state codes require the use of low-flow water fixtures in new construction. Although these codes are not retroactive, the replacement of older, high-consumption water fixtures with new, low-flow units can result in significant water and sewer cost savings.
- The replacement equipment will provide flushing action adequate to remove all waste, and will be consistent with the fixtures in all buildings.
- Retrofit of the sinks aerators and showerheads will also save thermal energy, by reducing the amount of hot water consumed.

EQUIPMENT INFORMATION

Manufacturer and Type

The equipment for this proposed measure will be specified and selected with input from City Staff. Potential OEMs include but not limited to the following:

- Toto USA Inc.
- Sloan

AGREEMENT

THIS AGREEMENT is made between the City of Miami Springs, Florida, a political subdivision of the State of Florida (hereinafter the "**City**"), and BGA, Inc., a ConEdison Solutions Company, a corporation having a place of business at 3101 W. Dr. Martin Luther King Jr. Blvd., Suite 110, Tampa, Florida 33607 (hereinafter the "**Contractor**").

WHEREAS, pursuant to Florida Statute 489.145, the City is desirous of obtaining a Contractor to provide an investment grade technical energy audit ("Audit") at the City's Facilities;

WHEREAS, the Legislature of the state of Florida has determined that investment in energy, water, and wastewater efficiency and conservation measures in facilities can reduce the amount of energy and water consumed and wastewater produced and result in immediate and long term savings;

WHEREAS, the City has issued an RFQ (**Letter of Interest and Preliminary Audit**) for the purpose of obtaining qualifications from entities which are qualified to perform such audits;

WHEREAS, Contractor was selected in compliance with Florida Statute 287.055 for the purpose of providing such an audit;

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Miami Springs, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF WORK:** The Contractor shall conduct the Audit of the Facilities and provide a report to the City that will contain detailed projections of energy and cost savings to be obtained at the City Facilities as a result of the installation of recommended Energy Conservation Measures ("ECMs") along with a savings analysis ("Report") that will meet or exceed the requirements of Section 489.145 of the Florida Statutes. The scope and process of how the Audit that will be conducted, and the factors to be considered, is more specifically described in Attachment A to this Agreement.
2. **PARTY REPRESENTATIVES:** The City and the Contractor shall each, within two weeks of the signing of this Agreement, identify to the other party an individual who will be the primary point of contact on a day-to-day basis and the individual responsible for managing, scheduling, and coordinating the services identified in this Agreement. The Contractor's representative shall be available within three (3) business days' notice by electronic mail to attend meetings, respond to telephone calls, and to respond to specific inquiries. Should either party need to appoint a different representative during the course of the Agreement, it shall notify the other party in writing of the name of the new representative within two (2) business days of becoming aware of the need. Should a party have concerns regarding the new representative, it shall notify the other party of those concerns. The parties shall work cooperatively to resolve the concerns or identify a different representative.
3. **TERM:** The Contractor shall provide the City with the Report _____ (____) calendar days from the date this Agreement is fully executed by both parties ("Term"). The City shall conduct a technical review of the Report and respond to Contractor within thirty (30) calendar days of its receipt of the Report, as to whether it accepts the Report in its entirety, or accepts specific ECMs to be implemented. If only specific ECMs are selected for implementation by City, then Contractor has thirty (30) calendar days to revise such Report including only those ECMs selected for implementation, and return such revised Report to City. Once the Report or the revised Report is accepted by City, Contractor and City shall proceed with negotiation of a

Guaranteed Energy Performance Contract ("PC Contract") for implementation of the ECMs selected by City.

4. **PAYMENTS:** The Contractor is undertaking the Audit under this Agreement at risk. The City shall not have any obligation to pay the Contractor for services provided under this Agreement.

The Contractor is undertaking work under this Agreement in consideration of the City's good faith intention to negotiate the PC Contract with the Contractor. In consideration of Contractor performing the design and engineering services under this Agreement without the guarantee that a PC Contract has been executed by the Parties, the City understands and agrees that such design and engineering services referenced in the Audit and Report shall remain the property of the Contractor and shall not be utilized by the City or another company without written authorization by Contractor.

5. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the City and their employees from all claims, losses and expenses, including attorney's fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, to the extent such claim, damage, loss or expense(1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The Contractor acknowledges adequate consideration for this indemnification provision.

6. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable for consequential damages to be defined as loss of income, loss of profit, loss of business and reputation, and loss of management or employee productivity. Nothing contained in this provision shall be deemed to preclude an award of liquidated damages, when applicable, or actual damages incurred by the Contractor of Owner.

7. **MODIFICATIONS TO AGREEMENT:** Other than previously approved, this Agreement together with any exhibits, task assignments and schedules constitute the entire Agreement between the City and the Contractor and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

8. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the City, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury, Property Damage, Personal Injury and Advertising Injury.
- b. **Auto Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage.
- c. **Workers' Compensation and Employers Liability Insurance:** Providing coverage for all employees of the vendor and subcontractors, with limits of insurance consistent with those required by state statute, including Employers Liability limits of \$100,000.
- d. **Professional Liability Insurance:** In the event that the Agreement involves professional or consulting services, in addition to the aforementioned insurance

requirements, the vendor shall also be protected by a Professional Liability Insurance Policy with limits of not less than One Million dollars (\$1,000,000)

9. **INSURANCE CERTIFICATES:** The Contractor shall provide the City with Certificate(s) of Insurance on all the policies of insurance for General and Auto Liability and renewals thereof in a form(s) acceptable to the City. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized under the laws of the State of Florida.
10. **ATTORNEY'S FEES/NONJURY TRIAL:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs. Any trial to enforce or interpret the terms of this agreement shall be non-jury.
11. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the ordinances of Miami-Dade County and of the State of Florida. Any action brought to enforce the terms or litigate the terms of this agreement shall be brought in the venue of Miami-Dade County, Florida.
12. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, county, state, and federal agencies as applicable.
13. **QUALIFICATIONS/ASSIGNMENTS:** The Contractor shall supply a copy of a summary of the credentials/qualifications/license(s) for those individuals performing work under this Agreement before work begins under this Agreement. The Contractor shall ensure those individuals maintain credentials/qualifications/license(s) through the term of this Agreement. Should the Contractor need to utilize other individuals whose credentials/qualifications/license(s) have not previously been disclosed to the City, such additional information shall be provided to the City for its approval prior such individual performing any work under this Agreement. Such approval shall not be unreasonably withheld.
14. **SUBCONTRACTING:** There shall be no subcontracting of the work provided for under this Agreement without the written approval of the City.
15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City.
16. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor for a period of three (3) years after termination of the City and shall be retained by the Contractor for a period of three (3) years after terminating of the agreement. All records or documents created by the Contractor or provided to the Contractor by the City in connection with the activities or services provided by the Contractor under the terms of this agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.
17. **PUBLIC RECORDS:** The Contractor understands that most records created and/or received by the City are public records available for inspection by the public. Records will be created pursuant to this Agreement. Should any person or entity make a public records request of the City which requires or would require the City to allow inspection or provide

copies of such records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the City, within twenty four (24) hours (not including weekends and legal holidays) of notification by the City to the Contractor of the request, of the specific exemption or confidentiality provision in order for the City to comply with the requirements of Florida Statute 119.07. Should the City face any legal action to require or enforce inspection or production of records provided by the Contractor to the City which the Contractor maintains are exempt or confidential from such inspection or production as a public record, then the Consultant shall hire and compensate attorney(s) who shall represent the interest of the City as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Florida Statute 119.12.

18. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the City their Federal Tax ID Number or if the Contractor is a sole proprietor a Social Security Number.
19. **FORCE MAJEURE:** The Contractor shall not be liable for damage or delay caused directly or indirectly by embargos, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, epidemic or pandemic, or any cause beyond the Contractor's control.
20. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the City, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the City.
21. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they have fully reviewed this agreement, its attachments and have had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.
22. **NOTICE:** Notice under this agreement shall be given to _____ on behalf of the City. Notice shall be given to the Contractor by mailing written notice.
23. **INTERLOCAL COOPERATION:** The Parties understand and agree that the City's selection of Contractor through its competitive selection process and related agreements, including this Agreement, shall constitute an offer by Contractor to all public entities within the State of Florida under the same general conditions, and that such public entities are allowed to utilize the City's selection of Contractor and related Agreements, including this Agreement, in order to utilize Contractor for the same or similar services.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF MIAMI SPRINGS, FLORIDA

BGA, INC.

ATTACHMENT A SCOPE OF WORK

The primary purpose of the Report is to provide an engineering and economic basis for negotiating an Energy Performance Contract between the City and Contractor.

The Energy Audit and Report will specifically identify the energy improvements and operational changes which are recommended to be installed or implemented at the City's Facilities. The Report will contain detailed projections of energy and cost savings to be obtained at the Facilities as a result of the installation of the recommended ECMs (Energy Conservation Measures).

The savings calculations will be set forth in accordance with the *International Performance Measurement and Verification Protocol (IPMVP)*, and will utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Facilities (i.e., accurate marginal cost for each unit of savings at the time the audit is performed; documented material and operational costs actually avoided; adjustments to the baseline to reflect current conditions at the Facilities compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc.).

The Report will describe the plan for installing or implementing the ECMs at the Facilities, including all anticipated costs associated with such installation and implementation.

The following tasks will be performed in producing the Energy Audit and preparing the Report:

a. Collect General Facilities Information

The Audit will collect general information regarding the Facilities, such as: size, age, construction type, condition and general use of the Facilities. The Audit shall also collect and summarize the Facilities' utility cost and consumption data for the most recent twenty four (24) month period.

The Audit will evaluate the impact on utility cost and consumption of any energy initiatives currently being installed or currently planned to be installed by the City in the Facilities which will remain separate from the Energy Performance Contract throughout the duration of that agreement.

The City shall also make available a record of any energy-related improvements or modifications that are currently being installed or are currently planned to be installed by the City in the Facilities separate from the energy service agreement throughout the duration of that agreement.

The City shall make available (or cause its energy suppliers to make available) all available records and data concerning energy usage for its Facilities for the most current twenty four (24) month period.

The City shall also make available:

1. Occupancy information;
2. Descriptions of any changes in the structure of the Facilities or its heating, cooling, lighting or other systems or energy requirements;
3. Descriptions of all major energy consuming or energy saving equipment used in the Facilities;
4. Any comfort problems, code deficiencies and description of energy management procedures presently utilized;
5. Budget information;
6. Utility facility performance reports and metrics;

7. Existing relevant third party service contracts;
8. As-built engineering documentation;
9. Copies of drawings, equipment logs and maintenance records and work orders for affected facilities; and,
10. Related consulting engineer, or other applicable consultant, analysis reports and documentation.

b. Analyze Existing Systems and Equipment

The Audit will compile an analysis and inventory (where applicable), and when determined feasible by Contractor, of the City's energy consuming facilities to include (but not be limited to): Buildings, Parks, Street Lighting, Traffic Lighting, Water Meters, Water and Waste Water Treatment Facilities. A physical inspection of the major electrical and mechanical systems at the facilities will include, where applicable:

1. Cooling and heating systems and related equipment
2. Automatic temperature control systems and equipment
3. Air distribution systems and equipment
4. Outdoor ventilation systems and equipment
5. Hot water systems
6. Electric motors 5 HP and above, transmission and drive systems
7. Interior and exterior building lighting, street lighting and traffic lighting
8. Building envelope
9. Water consumption, such as restroom fixtures, water fountains, irrigation, etc.
10. Other major energy using systems, where applicable.

The analysis and inventory (where applicable) will address the following considerations:

1. Loads, efficiencies or hours of operation for each system (where Facility(s) operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings, appropriate measurements will be utilized);
2. Current operating condition for each system; and,
3. Estimated remaining useful life of each system.

When appropriate, interviews will be conducted with the Facilities' operation and maintenance staff regarding the Facilities' mechanical systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

c. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates

The Audit will analyze loading, usage and/or hours of operation for all major end uses representing more than five percent (5%) of total Facility(s) consumption including, but not limited to:

1. Lighting;
2. Heating;
3. Cooling;
4. HVAC motors (fans and pumps);
5. Facility equipment;
6. Service and maintenance costs;
7. Water; and,
8. Other equipment.

Where loading and/or usage are highly uncertain, spot measurement and/or short term monitoring will be employed. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment.

- d. Baseline Development: The Audit will develop Baseline models for energy and utility consumption. The Baseline models will represent pre-existing energy consumption and facility costs for all end uses within the Facilities, not just those end uses affected by the proposed ECMs. The Baseline models for heating and cooling systems will be developed, when appropriate, with a State of Florida approved whole-building simulation approach using a commercially-available energy simulation software package. The Contractor shall use the same energy simulation software, in accordance with recommendations and methods promulgated by professional societies and governmental organizations.

Models for systems that are not weather dependent such as lighting and water consumption will be prepared using spread sheets or other appropriate software. The same energy simulation software(s) used to develop the Baseline models will be used to develop the projected energy cost savings.

- e. Baseline Calibration: The Baseline models will be developed and calibrated with the assistance of utility bill data for the immediately preceding twenty four (24) month period.

- f. Water Utility Metering

The City's water utility metering system will be analyzed to identify potential lost revenue or opportunities to minimize operating costs where possible.

- g. Develop List of Potential ECMs

The Audit and Report will:

1. Identify, propose and estimate the cost of potential ECMs for installation or implementation at the Facilities;
2. Calculate projected energy and facility cost savings as the difference between Baseline energy costs and the costs that are expected to result from the proposed ECMs;
3. Provide a preliminary commissioning plan for the proposed ECMs;
4. Provide calculations for any rate savings proposals;
5. Provide supporting calculations for any proposed maintenance or other operational savings;
6. Estimate any environmental costs or benefits of the proposed ECMs (e.g., disposal costs, avoided emissions, water conservation, etc.); and,
7. Comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis for all proposed ECMs.

- h. Select Final Recommended ECMs

Contractor will, in consultation with the City, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facilities.

- i. Develop Savings Estimates

In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, Contractor will seek written guidance from the City. The following items will be considered as savings or in the development of savings:

1. City material/commodity cost;
2. Outside maintenance labor cost (if applicable);
3. Agreed escalation rates for natural gas;

4. Agreed escalation rates for electricity;
5. Agreed escalation rates for water;
6. City in-house labor cost;
7. City deferred maintenance cost; and,
8. Offset of future City capital cost

j. Measurement & Verification Methods

Contractor shall recommend methods of measurement and verification of cost savings using the *International Performance and Measurement and Verification Protocol (IPMVP)* to account for actual savings. Contractor will recommend which of the Measurement & Verification methods to use, once the ECMs have been identified, and such methods will be approved by the City for each of the ECMs in the Report. The City reserves the right, upon explanation as to how savings were developed, to accept or reject any of the recommended savings amounts. It is the Contractor's responsibility to determine all incentives and credits offered by the local utility serving the facility or any tax incentives.

WORKING DRAFT – FOR DISCUSSION PURPOSES ONLY

**GUARANTEED ENERGY, WATER, AND
WASTEWATER PERFORMANCE SAVINGS CONTRACT**

By and Between

BGA, INC.

and

CITY OF MIAMI SPRINGS, FLORIDA

_____, 2013

**GUARANTEED ENERGY, WATER, AND
WASTEWATER PERFORMANCE SAVINGS CONTRACT**

This Guaranteed Energy, Water, and Wastewater Performance Savings Contract (this "Contract") is made and entered into as of the day last signed below, by and between BGA, Inc. ("Company"), a Florida corporation having its principal office at 3101 W. Dr. Martin Luther King Jr. Blvd., Suite 110, Tampa, Florida 33607, and the City of Miami Springs, Florida, a political subdivision of the State of Florida (the "City"), with its principal office at _____, for the purpose of installing certain equipment, and providing other services designed to reduce energy or water consumption, wastewater production, or energy related operating costs for the City.

RECITALS

WHEREAS, on January 1, 2008, the Company and the Florida Department of Management Services entered into State Term Contract No. 973-320-08-1, authorizing Company to perform work for the City and other eligible users under the "Guaranteed Energy, Water, and Wastewater Performance Savings Contract Act" as set forth in § 489.145, Florida Statutes (the "Act"); and

WHEREAS, on January 1, 2013, the Florida Department of Management Services executed an Amendment No. 1 to State Term Contract No. 973-320-081, to extend the term of such contract to December 31, 2018; and

WHEREAS, pursuant to the State Term Contract, the City obtained from the Company an Audit that (i) recommends the installation of certain Conservation Measures at the Facilities, (ii) summarizes the costs of those Conservation Measures, and (iii) provides an estimate of the amount of cost savings resulting from those Conservation Measures; and

WHEREAS, the City finds that the amount it would spend on the Conservation Measures will not likely exceed the amount of the cost savings for up to twenty (20) years after the date of installation, based on the calculations required under the Act; and

WHEREAS, the Company has made an assessment of the energy and water performance characteristics of the facilities and existing Equipment described in Schedule A, (City Facilities and CM Groups To Be Installed), which the City has approved; and

WHEREAS, the Company will provide a written guarantee that the cost savings will meet or exceed the costs of the system and the actual cost savings must meet or exceed the estimated cost savings provided in the executed contract; and

WHEREAS, all selection criteria, notice requirements, certifications and approvals set forth in the Act have been satisfied or obtained; and

WHEREAS, the Parties desire that the Company install the Conservation Measures at the Facilities in accordance with and subject to the terms set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the City and Company agree as follows:

SECTION 1. DEFINITIONS.

Section 1.1 Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise:

“Annual Excess Savings” means the amount of any actual annual Cost Savings that exceeds total annual contract payments made by the City under this Contract for such calendar year pursuant to § 489.145(3)(d)(2), Florida Statutes.

“Annual Reconciliation” means a determination pursuant to § 489.145(5)(e), Florida Statutes, and Section 5.3 of this Contract, as to whether a shortfall in annual Cost Savings or an excess in annual Cost Savings exists based on the provisions of Company’s written savings guarantee reflected in Schedule B (Savings Guarantee) with savings calculated according to Schedule D (Savings Calculation Formula).

“Baseline” means the City’s fuel, energy or water consumption for each CM Group. The initial Baseline shall be for each month of the calendar year preceding the year this Contract is entered and is set forth in Schedule F (Baseline). To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedule F (Baseline).

“Conservation Measure” or **“CM”** means each of the facility alterations or equipment purchases set forth in Schedule A, (City Facilities and CM Groups To Be Installed), together with any training programs incidental to this Contract, which reduces energy or water consumption, or energy-related operating costs at the Facilities. CMs may only include, and this contract is void as to any other measures than, items listed in § 489.145 (3) (b) Florida Statutes.

“Cost Savings” means the measured reduction in the cost of fuel, energy, or water consumption and stipulated operation and maintenance, if applicable, created from the implementation of one or more Conservation Measures when compared with the established Baseline. The Cost Savings shall be determined in accordance with the formulas and methodologies set forth in Schedule D (Savings Calculation Formula).

“Equipment” means all items of property described in the Schedule A (City Facilities and CM Groups To Be Installed), and any other items of property pursuant to § 489.145(3)(b) Florida Statutes.

“Facilities” means the City-owned facilities as described in the first paragraph of this Contract and reflected in Schedule A (City Facilities and CM Groups To Be Installed).

“Fiscal Year” means the annual period from _____ through _____.

“CM Group” means each group of CMs or other deliverables as listed in Schedule A (City Facilities and CM Groups To Be Installed).

“Guarantee” means the Company’s guarantee reflected on Schedule B (Savings Guarantee), whereby the Company guarantees that the savings will meet or exceed the costs of the CMs and the estimated cost savings established under this Contract.

“Investment Grade Energy Audit” or **“Audit”** means the detailed energy, water and/or wastewater audit performed by the Company, along with an accompanying analysis of the Conservation Measures, and their costs, savings, and benefits prior to entry of this Contract. The Audit includes a narrative describing and justifying the need for the CMs. The Audit was delivered to the City, and accepted, on _____, 2013.

“Legally Available Funds” means funds duly appropriated or otherwise legally available for the purpose of making payments under this Contract.

“Non-Appropriation” means the failure of an appropriation or availability of the City to appropriate money for any Fiscal Year sufficient for the continued performance by the City of all of the City’s obligations under this Contract as evidenced by the passage of a final budget which does not include funding sufficient to pay all payments due .

“Parties” means both the City and the Company collectively, each of which may be individually referred to as a **“Party”**.

“Savings Calculation Formula” means the Company’s Savings Calculation Formula set forth in Schedule D (Savings Calculation Formula).

“Term” means the first day of the Construction Term, as defined in Section 3.1, through the last day of the Savings Guarantee Term, as set forth in Section 3.2.

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

Section 2.1. This Contract incorporates and makes a part hereof the following documents, listed in their order of precedence in the event of a conflict between any of their terms and conditions:

- 1-This Contract
- 2-All Schedules, Exhibits, and Appendices listed in the Table of Contents
- 3-The Investment Grade Energy Audit (dated _____)

4-The State Term Contract 973-320-08-1, as amended.

Section 2.2. Investment Grade Energy Audit. The Company has, under separate agreement, submitted the complete Investment Grade Energy Audit and analysis of the Facilities on _____, which has been approved and accepted by the City. The Investment Grade Energy Audit includes all Conservation Measures agreed upon by the Parties.

SECTION 3. TERM OF CONTRACT

Section 3.1. Construction Term of Contract. The Contract shall be effective and binding upon the Parties on the later of: (i) the last date that the Contract is executed by the Parties, and (ii) the date that financing is secured by the City, pursuant to Section 5.5, and shall continue until the City executes the Certificate of Acceptance for the last CM Group (“Construction Term”).

Section 3.2. Savings Guarantee Term. The Savings Guarantee shall begin on the date the City executes the Certificate of Acceptance for the last CM Group and shall automatically renew annually, subject to the City making sufficient annual appropriations based upon continued realized savings; provided, however, the Savings Guarantee Term shall not extend beyond the earlier of: (i) the effective date of termination under Section 7 of this Contract; or (ii) _____ () years (the “Savings Guarantee Term”).

SECTION 4. SCOPE OF WORK

Section 4.1 Installation of CMs. The Company shall:

(a) install the CMs in the Facilities pursuant to specifications in Schedule A (City Facilities and CM Groups To Be Installed). Construction and installation shall proceed in accordance with the Construction Schedule approved by the City and attached hereto as Schedule E (Construction and Installation Schedule).

(b) perform all tasks/phases under this Contract in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to the Standards of Comfort set forth in Schedule G (Standards of Comfort) and the Construction Schedule specified in Schedule E (Construction and Installation Schedule). The Company shall repair and restore to its original condition any area of damage caused by the Company's performance under this Contract. The City reserves the right to direct the Company to take certain corrective action if the structural integrity of the Facilities or its operating system is harmed. All costs associated with such corrective action to damage caused by the Company's performance of the work shall be borne by the Company.

(c) remain responsible for the professional and technical accuracy of all services performed, whether by the Company or its subcontractors, under this Contract, throughout the

Term of this Contract.

Section 4.2 Acceptance of CMs.

(a) When the Company considers the CM Group to have been substantially completed in accordance with all contractual requirements, the Company shall provide the City with a written request for substantial completion inspection. Within ten (10) business days from receipt of the Company's written request, the City will make an inspection to determine whether the CM Group installation is complete. If the City determines the CM Group installation is not complete, the City will provide the Company with a specific material performance deficiency list of all items that must be corrected or completed before the City would consider the CMs complete. If the City does not provide the Company with a specific material deficiency list within fifteen (15) business days from receipt of the Company's written request, the CM Group shall be considered substantially completed. Once the Company has completed all items on the deficiency list, the Company can request a second inspection by the City to verify the CM Group to be installed is complete. Again the re-inspection shall occur within ten (10) business days and a written response within fifteen (15) business days, or the CM Group shall be considered installed and completed. Once such final inspection has occurred and all additional non-warranty items have been addressed, all applicable permits have been closed, a conditional release of lien has been provided by the Company, and all equipment warranties and commissioning reports have been received by the City for all CM Groups, the City will provide the Company a signed Certificate of Final Acceptance in the format set forth in Exhibit I, for all CM Groups, which shall establish the Commencement Date for the Savings Guarantee.

(b) The Parties intend that the City's acceptance of substantial completion will be given for each CM Group installation as soon as the installation is complete and beneficial use is provided. However, it is anticipated and agreed that the City may require use of some installed and completed CM Groups prior to the execution of the Certificate of Acceptance. In such situations, any maintenance and repairs due to ordinary wear and tear caused by such use prior to the issuance of a Certificate of Acceptance will be made at the expense of the City.

Section 4.3 Records and Data

(a) The City has furnished or shall furnish (or cause its suppliers to furnish) to the Company, upon its request, all of its records and complete data concerning energy or water usage and energy/water-related maintenance for the Facilities described in Schedule A (City Facilities and CM Groups To Be Installed). During the Term, the City will provide the Company copies of all energy and water bills relevant to CMs on a regular basis so that the Company may provide the Cost Savings report(s) identified in subsections 4.4(b) and 5.3 below.

(b) At a minimum, the Company shall provide an annual Cost Savings and reconciliation report calculated in accordance with Schedule D (Savings Calculation Formula).

(c) The Company shall also furnish the City with a full set of as-built drawings, instructions, manuals, reports and other documentation needed to maintain and operate the CMs.

(d) If this Contract is terminated for any reason other than the default of the City or for the convenience of the City, all finished or unfinished documents, data, studies, correspondence, reports and any other products prepared for the purpose of performing this Contract, shall be made available to, or delivered to, the City for its use before any additional payments are made for any reason.

(e) The Company shall be subject to audit by the City or its designee. The City shall have the right upon reasonable notice to have its employees or agents inspect all of the books and records of the Company relating to this Contract at the Company's principal place of business during the City's normal business hours.

(f) If the City receives a public records request related to the Contract, the Company shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law.

Section 4.4 Training. The Company shall conduct the training program described in Schedule H (Company's Maintenance Responsibilities and Training) hereto. The training specified in Schedule H (Company's Maintenance Responsibilities and Training) must be completed prior to acceptance of the CM. The Company shall provide ongoing training whenever needed with respect to updated or altered equipment, including upgraded software as defined by the software manufacturer. Such training shall be provided at no additional cost to the City.

Section 4.5 Permits and Approvals. The Company shall be responsible for obtaining all governmental permits and approvals as may be required for installation of the CMs and for the performance of its obligations hereunder. The City shall cooperate with the Company in obtaining all such permits and approvals. In no event shall the City, however, be responsible for payment of any permit fees. The Equipment installed by the Company shall conform to all federal, state and local code requirements in effect at the time of such installation. The Company shall furnish copies of each permit or license which is required to perform the work to the City before the Company commences the portion of the work requiring such permit or license.

SECTION 5. PAYMENTS TO COMPANY

Section 5.1 Energy and Water Performance Savings Guarantee. The Company has formulated and provided a written Guarantee that the Cost Savings will meet or exceed the costs of the Conservation Measures and the estimated cost savings calculated in accordance with Schedule B (Savings Guarantee) and set forth in the Audit pursuant to § 489.145(4)(c), Florida Statutes, and that the amount of any actual annual savings meet or exceed total annual contract payments made by the City for the contract pursuant to § 489.145 (3)(d)(2), Florida Statutes. The Guarantee is attached as Schedule B (Savings Guarantee), providing the annual level of Cost Savings to be achieved as a result of the Conservation Measures provided for in this Contract and in accordance with the Savings Calculation Formula as set forth in Schedule D, which is calculated in compliance with Florida law. The Guarantee is set forth in annual increments for the Savings Guarantee Term of the Contract as specified in Schedule B (Savings Guarantee) and

has been structured so as to be sufficient to cover any and all annual payments required to be made by the City.

Section 5.2 Measuring Cost Savings. The Parties will measure the Cost Savings using the cost savings formula set forth in Schedule D (Savings Calculation Formula) and the monitoring and verification plans set forth in Schedule I (Measurement and Verification Plan). The Company will ensure that the reported Cost Savings have in fact been recognized or the provisions of Sec. 5.3 will apply.

Section 5.3 Annual Reconciliation.

(a) Reconciliation Reports. Pursuant to § 489.145(5)(e), Florida Statutes, the Company is required to provide to the City an annual reconciliation of the Cost Savings. Within sixty (60) days after the end each year beginning on the date the Certificate of Acceptance was signed, the Company will deliver to the City's Contract Manager, identified in Section 19.10 below, an Annual Reconciliation report for such calendar year, reflecting the amount guaranteed and the amount of actual Cost Savings achieved. Upon delivery of the report and all supporting documentation, the City will have thirty (30) business days to accept or reject the report. The City shall provide written notice of such rejection, within the stated acceptance period, specifying the basis of the deficiency. The Company shall have thirty (30) business days to cure such deficiency and deliver to the City a corrected reconciliation report. If the City fails to reject any report (including corrected reconciliations) within thirty (30) business days of receipt of all required documentation, the City shall be deemed to have accepted the Annual Reconciliation contained in the report as of the final day of the 30th business day period, unless a longer acceptance period is mutually agreed upon in writing. The Annual Reconciliation report verification requirements of the City's Measurement and Verification plan (M&V Plan) is in the form attached in Schedule I (Measurement and Verification Plan).

(b) Annual Review and Reimbursement/Reconciliation. If the annual reconciliation report shows that the Company has failed to achieve the annual Savings Guarantee specified in Schedule B, the Company shall remit such payment to the City within thirty (30) days of written notice by the City of such monies due. Any excess savings will accrue to the City, and shall not be used to cover any prior or subsequent energy savings shortfalls.

Section 5.4 City Payment. The City shall allow draws from a pre-established escrow account to go to the Company as set forth in Schedule C (Compensation to Company and Deliverables) based on actual completed milestones. The City shall not be required to make any payments to the Company through the established escrow account under this Contract unless and until the work required under a particular milestone has been completed.

Section 5.5 Financing. Upon execution of this Contract, the Parties agree that the City will pursue a separate financing agreement with a third party in order to allow the City to finance the scope of work under this Contract. Unless a more favorable vehicle is found once this Contract is executed, it is expected that this financing vehicle will be a Tax-Exempt Municipal Lease-Purchase Agreement. If a lender willing to provide an acceptable financing vehicle cannot

be located, the City will not be obligated to proceed with the implementation of the CMs under this Contract. Once the Tax-Exempt Municipal Lease-Purchase Agreement has been executed, an escrow account will be created by the lender, with the City's approval. An amount sufficient to cover the value of this Contract will be deposited by the lender into this account. As the work under this Contract progresses, and based on the pre-established milestones, the Company will submit to the City, for approval, escrow account draw requests, as the means of compensation for its work. Any interest earned by the funds that are maintained in this escrow account will belong to the City. At the end of the construction period, and once all obligations and required deliverables are fulfilled (with the exception of measurement and verification services and maintenance services), the Company will submit to the City its final draw request and a Final Completion Certificate.

Section 5.6 Current Expense. The City's obligations hereunder constitute a current expense that is payable exclusively from Legally Available Funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement.

Section 5.7 Baseline Costs. Actual savings are measured against baseline costs, the expenses that the City would have incurred had the CM Groups not been implemented. The Parties agree that baseline costs shall be calculated using the Baseline set forth in Schedule F. Details of the Monitoring and Verification methodology shall be agreed upon as set forth in Schedule I.

SECTION 6. FISCAL FUNDING

Section 6.1 Annual Appropriations. The City is a political subdivision of the State of Florida and the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation. The City is subject to the appropriation of funds by the governing body of the City in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Contract for each and every Fiscal Year following the Fiscal Year in which the Contract is in effect.

Section 6.2 City's Intent to Request Appropriations and Make Payments. The City intends for this Contract to continue until all payments contemplated under Section 5 have been satisfied. The City agrees to direct the person within the City in charge of preparing the City's budget to include in the budget request for each Fiscal Year the payments becoming due in such Fiscal Year. The City reasonably believes that money in an amount sufficient to make all Payments can and will lawfully be appropriated and made available to permit continued utilization of the CM in the performance of its essential functions during the Term.

Section 6.3 Notice of Non-Appropriation. The City shall, upon learning that sufficient funds will not be available to continue its full and faithful performance under this Contract, provide prompt written notice to Lender and any other affected parties of such event.

Section 6.4 Return of Equipment. Upon termination for Non-Appropriation under

Section 7.1 or 7.2, the City shall no longer be responsible for the payment of any additional payments coming due in succeeding Fiscal Years. If requested by Lender, and within thirty (30) days of such written notice, the City shall cause all equipment in a CM Group that the City is no longer responsible for the payment of (together with all documents necessary to transfer legal and beneficial title thereto to Lender) to be returned to the Lender. Any other terms and conditions regarding return of equipment will be agreed upon between the City and the Lender under a separate Financing Agreement.

Section 6.5 No Waiver of Sovereign Immunity. Nothing herein shall be construed as waiving the sovereign immunity of the City.

SECTION 7. TERMINATION

Section 7.1 Termination for Non-Appropriation. This Contract shall immediately terminate with respect to each CM Group for which a Non-Appropriation has occurred. The termination shall be effective as of the last day for which funds were appropriated and the Company or Lender, if allowed under the Financing Agreement, may then pursue its rights under Section 6 above. In the event that the appropriations has not been adopted by the governing body of the City prior to the expiration of a Fiscal Year, and the Notice of Non-Appropriation is not yet due under Section 6.3, the Savings Guarantee Term will be deemed extended and renewed pending the enactment of such appropriations act. If any payments are due under this Contract during such period, such Savings Guarantee Term will be extended and renewed only if: (a) an interim or emergency budget implemented by the governing body of the City pending enactment of a final budget makes available to the City money that may legally be used to make payments during such period; or (b) sums are otherwise available to make such payments.

Section 7.2 Company Option to Terminate Balance of CMs. In the event of a termination under Section 7.1 above, the Company may elect to terminate this Contract with respect to all, but not less than all, of the remaining CMs. This election shall be made by written notice to the City within thirty (30) days after the Non-Appropriation has occurred and shall be effective upon the last day of the Fiscal Year for which funds were not appropriated. Upon the effective date of the termination, the City shall pay to the Company any payments and other amounts that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract. In the event of termination of this Contract as provided in this Section, the City shall comply with Section 6.4 regarding the return of equipment.

Section 7.3 Termination Upon Default. This Contract is also subject to termination upon the occurrence of an event of default, as provided in Section 14 below.

Section 7.4 Effect of Termination. No CM Group Schedule shall be executed after any termination due to Non-Appropriation or Event of Default.

SECTION 8. WARRANTIES

Section 8.1 Equipment Warranties. The Company covenants and agrees that all work

performed under the Contract for each CM Group shall be free from defects in workmanship, for a period of one (1) year from the date the Certificate of Acceptance is executed by the City for each CM Group. The Company further agrees to assign to the City any and all manufacturer's or installer's warranties for Equipment or materials not manufactured by the Company and provided as part of the work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty. The City acknowledges that it may obtain additional supplier and/or manufacturer warranties through its direct purchase of materials and Equipment, and the City shall be solely responsible for securing and verifying all direct purchase warranties and/or guarantees. In the event of a warranty claim involving a direct purchase item, the City shall work directly with the supplier and/or manufacturer to resolve the claims, and the Company shall not be liable for any claim, breach, damage, loss or dispute arising out of or relating to any City direct purchased material and/or Equipment in connection with this Contract.

Section 8.2 Labor Warranties. The Company warrants that all work performed under this Contract complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with City supplied specifications and standards.

Section 8.3. Direct Purchase Procedure. If requested by the City, the Company will coordinate direct purchasing of materials and Equipment required under this Contract for the City. In such event, the City will, via its purchase orders, purchase the materials and Equipment, and the Company shall assist the City in the preparation of the direct purchase orders. The City shall prepare all direct purchase orders for the review and approval of the Company prior to issuing any direct purchase order to any vendor. The City shall execute a Certificate of Entitlement for each direct purchase and follow such procedures for direct purchases as set forth in Rule 12A-1.094 F.A.C, effective January 12, 2011. The form of such Certificate of Entitlement is set forth in Exhibit II.

The Agreement amount shall be reduced by the net, undiscounted amount of the purchase orders, plus all sales taxes.

The Company shall be entitled to sign for and receive all materials and Equipment purchased directly by the City on this Project. Upon delivery of any materials or Equipment purchased directly by the City, the Company shall promptly investigate each delivery to determine if the correct quality and quantity of materials and/or equipment have been delivered, and shall report to the City any discrepancy in quality or quantity of the materials and/or Equipment observed upon reasonable inspection. In the event of a discrepancy, defect, or warranty claim ("Deficiency") involving materials and/or Equipment purchased directly by the City, the City shall be responsible for correcting the Deficiency. The City shall be responsible for the protection, storage, security and oversight of all direct purchase materials and/or Equipment that have been delivered to the jobsite up to the point such Equipment is installed by the Company and all costs associated with same. The City, and not the Company, shall be solely liable for all direct, indirect, incidental, consequential, and/or delay damage, cost or claim ("Damage") arising out of or relating to the City's direct purchase of materials and/or Equipment prior to installation. The City waives the ability to setoff or seek Damages from the Company as a result of any direct

purchase made by the City prior to the installation of such materials and/or Equipment. In the event of a conflict between this Section 8.3 and any other provision in this Agreement, the attachments thereto or the Contract Documents, Section 8.3 shall take precedence, control and govern.

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 9.1 Indemnification by the Company. The Company agrees and covenants to defend, hold harmless, indemnify, reimburse and release the City against and from all and any claims, demands, liabilities and proceedings on account of death or injury, or damage to or loss of property, that is caused, in part or in whole, by the Company's failure to act or negligence, or arising out of, based upon, connected with, incidental to or related to the non-performance or performance by the City of the conditions, provisions and terms contained in this Agreement; provided, however, that this will not apply to the extent that any claim, demand, liability or proceeding is caused by the City's negligence or willful misconduct.

Section 9.2 Indemnification by the City. The City agrees and covenants to defend, hold harmless, indemnify, reimburse and release Company against and from all and any claims, demands, liabilities and proceedings, on account of death or injury, or damage to or loss of property, (a) that is caused, in part or in whole, by the City's or any of the City's failure to act or negligence, or arising out of, based upon, connected with, incidental to or related to the non-performance or performance by the City of the conditions, provisions and terms contained in this Agreement; provided, however, that this will not apply to the extent that any claim, demand, liability or proceeding is caused by the Company's negligence or willful misconduct.

Section 9.3 Limitation of Liability. Neither Party shall be liable to another for special, indirect, consequential or punitive damages, even if the Party has been advised that such damages are possible. The Company's liability is limited to the total Compensation actually paid to and received by the Company under this Contract.

SECTION 10. OWNERSHIP

Section 10.1 Ownership of Certain Proprietary Property Rights. The City shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the CMs. The Company shall grant to the City all rights for the duration of this Contract for any and all software or other intellectual property rights necessary for the City to continue to operate, maintain, and repair the CMs in a manner that will yield maximal consumption reductions.

Section 10.2 Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the City even if it is replaced or its operation made unnecessary by work performed by the Company pursuant to this Contract. The Company shall be responsible for the

disposal of all equipment and materials designated by the City as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 10.3 Ownership of Installed Equipment; Risk of Loss. Upon the issuance of a Certificate of Acceptance for a CM Group, the City shall have all legal title to and ownership of all underlying Equipment and the Company shall take all actions necessary to vest such title and ownership in the City. Prior to this date, the risk of loss or damage to all items shall be the responsibility of the Company, unless loss or damage results from negligence by the City, and the Company shall be responsible for filing, processing and collecting all damage claims.

Section 10.4 Patent and Copyright. The Company, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article supplied by Company. The Company has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Company or is based solely and exclusively upon the City's alteration of the article. The City will provide prompt written notification of a claim of copyright or patent infringement and will afford the Company full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the Company may, at its options and expenses procure for the City the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the City agrees to return the article on request to the Company and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

SECTION 11. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES

Section 11.1 Maintenance Procedures. The City agrees that it shall comply with and implement the maintenance procedures and methods of operation recommended in the Equipment manufacturers' maintenance manuals, common and recommended industry practices, and other mutually agreed maintenance procedures.

Section 11.2 Changes to CMs and Facilities by City. To the extent the Company is responsible for maintenance under the Contract, the City shall not move, remove, modify, alter, or change in any way the CMs or any part thereof without the prior written approval of the Company, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City may take reasonable steps to protect a CM if, due to an emergency, it is not possible or reasonable to notify the Company before taking any such actions. In the event of such an emergency, the City shall take reasonable steps to protect the CM from damage or injury and shall follow instructions for emergency action provided in advance by the Company. The City agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the CM. If the Company contends that the City is not performing maintenance responsibilities, or that the City has made any other material

changes, including a change in manner of use, hours of operation for the equipment, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of equipment at the Facilities, then the Company shall submit a report to the City and City and the Company shall mutually agree on what, if any, adjustments to Baseline will be made. If applicable, the Baseline may also be adjusted to reflect: (i) changes in occupied square footage; changes in energy consuming equipment by the City outside the scope of this Contract, (ii) changes in the use of the Facilities, and (iii) changes in occupancy census.

Section 11.3 Changes to CMs by Company. Notwithstanding anything to the contrary in this Contract or elsewhere, the Company shall at all times have the right, subject to the City's prior written approval, which approval shall not be unreasonably withheld, to change the CMs, revise any procedures for the operation of the Equipment or implement other saving actions in the Facilities, provided that (i) such modifications or additions to, or replacement of the CMs, and any operational changes, or new procedures are necessary to enable the Company to achieve the savings at the Facilities, and (ii) any cost incurred relative to such modifications, additions or replacement of the CMs, or operational changes or new procedures shall be the responsibility of the Company. All modifications, additions or replacements of the CMs or revisions to operating or other procedures shall be made by written amendment to this Contract pursuant to § 255.258 Florida Statutes.

SECTION 12. PROPERTY/CASUALTY/INSURANCE

Section 12.1 Insurance. At all times during the Construction Term, the Company shall maintain in full force and effect all insurance coverages customary for companies in its industry of comparable size, including: (1) Workmen's Compensation Insurance sufficient to cover all of the employees of the Company working to fulfill this Contract, and (2) Casualty and Liability Insurance on the CMs Company delivers and Liability Insurance for its employees and the possession, operation, and service of the underlying equipment. The limits of such insurance shall be not less than those established by the City's insurance/risk management department for the type and size of the work covered under this Contract. Prior to commencement of work under this Contract, the Company will be required to provide the City with current certificates of insurance specified above.

Section 12.2 Damage. The Company shall be responsible for (i) any damage to the Equipment to be installed or to any other property on the Facilities and (ii) any personal injury where such damage or injury occurs as a result of the Company's performance under this Contract, but only to the extent caused by the acts or omissions of the Company.

SECTION 13. BOND

Section 13.1 The City shall be provided with the following bonds, within 30 days of the date of this Contract:

(a) Construction Bond: The Company shall furnish the City a Public Construction Bond, for the full cost of completing the work under the Contract. The Construction Bond shall remain in effect until the CM is accepted by the City, but may be proportionately reduced by any change

order deductions by the City for Equipment directly purchased by the City.

Section 13.2 Bond Provisions. The following provisions shall apply to the bonds in this Section:

(a) The City shall be named as the beneficiary of the bonds. The Company's bonds shall provide that the insurer or bonding company shall pay losses suffered by the City directly to the City. The Company or its insurer shall provide the City thirty (30) days prior written notice of any attempt to cancel or to make any other material changes in the status, coverage or scope of the required bond or of the Company's failure to pay bond premiums. The cost of bonds shall be reflected as a project cost and included in the Conservation Measures to be installed.

(b) The Company shall follow § 255.05 "Bond of contractor constructing public buildings; form; action by materialmen" of the Florida Statutes.

(c) No payments shall be made to the Company until the bond is in place as per § 255.05 Florida Statutes.

(d) To be acceptable to the City as surety for performance bonds, the surety company shall:

(i) Have a currently valid Certificate of Authority, issued by the Florida Department of State;

(ii) Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(iii) Be in full compliance with the provisions of the Florida Insurance Code

(iv) Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

SECTION 14. EVENTS OF DEFAULT

Section 14.1 The following are events of default under this Contract:

(a) Any failure by either Party to pay any payment required to be paid when due. The City's failure to pay for reason of Non-Appropriation shall not constitute an event of default, and shall be governed by Section 6 of this Contract.

(b) Any failure by either Party to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder or under this Contract, other than as referred to in Clause (a) of this Section.

(c) The Company initiates a proceeding in any court, seeking liquidation, reorganization,

debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such proceeding continues undismissed, unstayed and in effect for a period of 60 consecutive days; or an order for relief is entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

SECTION 15. REMEDIES UPON DEFAULT

Section 15.1 Opportunity to Cure Defaults. Each Party shall have a period of forty (40) days after being notified of an event of default to cure said default, provided that the Party has not already failed to cure a default under the terms of this Contract.

Section 15.2 Remedies upon Default by City. If a default by the City is not cured in accordance with Section 15.1, the Company may, without a waiver of other remedies which exist in law or equity, exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by the City, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy.

Section 15.3 Remedies Upon Default by Company. If a default by the Company is not cured in accordance with Section 15.1, the City shall have the following remedies in law or equity:

(a) The City may exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred in exercise of its remedy,

(b) The City may take any and all steps necessary to cure the Company's default, including the hiring or contracting of third parties to fulfill Company's obligations. In the event the City takes any action to effect such cure, the Company shall be obligated to reimburse the City for its costs and expenses pursuant to any applicable City organizational procedures.

SECTION 16. ASSIGNMENT

Section 16.1 Assignment by Company. The Company acknowledges that the City is induced to enter into this Contract by, among other things, the professional qualifications of the Company. The Company agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the City, not to be withheld, conditioned or delayed; provided, however, the Company can without prior approval from the City assign this Contract to its parent or affiliate companies, or to a successor in interest, in the event of a merger or sale of all or substantially all of the Company's energy services-related assets. The Company may, with prior written approval of the City, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize subcontractors, provided that any assignee(s), delegee(s), or subcontractor(s) shall fully comply with the terms of this Contract.

Section 16.2 Assignment by City. The City may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Facilities or an interest therein subject to the prior written approval of the Company. If the Company rejects the new assignee, the City will continue to make the payments associated with the facility or the City can pay the remaining principal on the loan for the equipment installed in that facility. Notwithstanding the foregoing, the City's rights and responsibilities may be transferred in the event that the City/department that originally executed this Contract is transferred, moved or absorbed by another governmental entity to such succeeding entity.

SECTION 17. ARBITRATION

Any dispute, controversy, or claim arising out of or in connection with, or relating to this Contract, or any breach or alleged breach hereof, may, upon the agreement of both Parties, be submitted to and settled by arbitration in the State of Florida, in conformance with the rules of the American Arbitration Association then in effect for commercial disputes (or at any other place or under any other form of arbitration mutually acceptable to the Parties).

The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel.

SECTION 18. REPRESENTATIONS AND WARRANTIES

Section 18.1 Mutual Representations. Each Party warrants and represents to the other that:

(a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

(d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

Section 18.2 City Representations. The City hereby warrants and represents that:

(a) it has provided or shall provide timely to the Company, all records relating to energy and/or water usage and energy/water-related maintenance of Facilities requested by the Company and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and

(b) it has not entered into any leases, contracts or agreements with other persons or entities regarding the leasing of efficiency equipment or the provision of energy/water management services for the Facilities or with regard to servicing any of the related equipment located in the Facilities except as disclosed to the Company.

Section 18.3 Company Representations. The Company hereby warrants and represents that:

(a) before commencing performance of this Contract it shall have: (i) become licensed or otherwise permitted to do business in the State of Florida, and (ii) provided proof and documentation of required insurance pursuant to Section 12, and (iii) made available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

(b) it shall use qualified subcontractors and delegees, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;

(c) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to perform its obligations under this Contract.

SECTION 19. MISCELLANEOUS

Section 19.1 Compliance with Law and Standard Practices. The Company shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any City safety rules and practices. Upon discovery of a suspected or real presence of hazardous materials, including but not limited to asbestos, and in determining the need by the Company of disturbing such hazardous materials in order to complete any portion of the work under this Contract, the Company shall immediately stop work and notify the City of such discovery. The City will quickly endeavor to identify and have such hazardous material(s) removed, to the extent necessary for the Company to safely perform its work or to a further extent if the City deems necessary or preferable. The Construction and Installation Schedule set forth in Schedule E shall be allowed to be extended by the number of days such discovery and removal of hazardous materials has been accomplished. The Company shall not use, store, dispose of or otherwise handle any Hazardous Substance (as defined in 42 U.S.C. Sections 9601, 9603, 6921, 7412, 49 U.S.C. Sections 1802 and 33 U.S.C. Sections 1321 and 1317 as now or hereinafter amended) or Hazardous Material in or on the Facilities except in a lawful manner and so as not to cause the City any cost, loss, obligation or liability or expose the City to any claim or suit with respect to same. "Hazardous Materials" shall mean petroleum, or any fraction thereof, asbestos, polychlorinated biphenyls, or any other substance identified either as a "hazardous substance",

"hazardous waste", "pollutant", "contaminant" or other similar term in any applicable federal, state or local law or regulation, as such law or regulations may be now or hereafter amended.

Section 19.2 Independent Capacity of Company. The Parties agree that the Company, and any agents and employees of the Company, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

Section 19.3 No Waiver. The failure of the Company or the City to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of the Company or the City.

Section 19.4 Severability. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

Section 19.5 Complete Contract. This Contract, including all Schedules, Exhibits and Appendices attached hereto, when executed, shall constitute the entire Contract between the Parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the Parties.

Section 19.6 Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 19.7 Applicable Law. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.

Section 19.8 Notice. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or delivered by a nationally recognized express mail service, postage prepaid to the address shown below or to such other persons or addresses as are specified by similar notice. The City's Contract Manager for this project will serve as liaison for the ongoing administration of this Contract and the resolution of any problems related thereto.

TO COMPANY: Andre Leblanc
Director, Operations
BGA, Inc.
3101 W. Dr. Martin Luther King Jr. Blvd., Suite 110
Tampa, FL 33607

With a copy to:

Michael Gibson
Vice President
Consolidated Edison Solutions, Inc.
3101 W. Dr. Martin Luther King Jr. Blvd., Suite 110
Tampa, FL 33607

TO CITY:

[contact name to be provided by City]

Section 19.9 Statutory Notices and Requirements. The City shall consider the employment by the Company of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287 Florida Statutes. Wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of this Contract. The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Company any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 19.10 Public Records. The City shall have the right of unilateral cancellation for refusal by the Company to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by Company in conjunction with this Contract.

Section 19.11 Force Majeure. Neither Party will be liable for any default or delay in the

performance of its obligations under this Contract to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence of the Party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such Party (“Force Majeure Events”); provided the non-performing Party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay, provided that in the event the Company is delayed in its performance by reason of such cause, no such extension shall be made unless notice thereof is presented by the Company to the City in writing within ten (10) business days after the start of the occurrence of such delay, no payment shall be made by the City for any fees or expenses incurred by the Company by reason of such delay, and the Company shall use best efforts to perform its obligations during such period of delay, and notify the City of its abatement or cessation.

Section 19.12 Interlocal Cooperation. The Parties understand and agree that the City’s selection of the Company through its competitive selection process and related agreements, including this Contract, shall constitute an offer by the Company to all public entities within the State of Florida under the same general conditions, and that such public entities are allowed to utilize the City’s selection of the Company and related Agreements, including this Contract, in order to utilize the Company for the same energy performance contracting services.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers effective as of the date last executed below

BGA, INC.

CITY OF MIAMI SPRINGS, FLORIDA:

By: _____
[Signature]

By: _____
[Signature]

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A. CITY FACILITIES AND CM GROUPS TO BE INSTALLED

SCHEDULE B. SAVINGS GUARANTEE

The Company guarantees that, during each Guarantee Year during the Guarantee Period, the CM Groups shall be capable of producing Guaranteed Savings in an amount equal to or greater than Annual Guaranteed Savings for such Guarantee Period, subject to the City's proper operation and maintenance of the Facilities, adjustments which the Company is entitled to make per the terms of the Agreement, and all other terms of this Savings Guarantee.

Exhibits or other attachments referenced in this Schedule B are hereby incorporated by reference into this Savings Guarantee. The following initial capitalized terms in this Savings Guarantee have the meaning set forth below.

1. DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

“Energy Costs” may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

“Facilities” shall mean those buildings where the energy and operational cost savings will be realized.

“Guarantee Period” is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

“Guarantee Year” is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the Commencement Date.

“Guaranteed Savings” is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the CM incurred by the City in each Guarantee Year as identified in Section 3.1 hereof.

“Measurement and Verification Plan” (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

“Operational Costs” shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain the CM, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, and the cost of new capital equipment.

[placeholder for Options A through D, depending on which Option of the IPMVP Protocol is selected by the Customer]

“**Total Guarantee Year Savings**” is defined as the summation of avoided Energy and Operational Costs realized by Facilities in each Guarantee Year as a result of the Work provided by the Company.

2. TERM AND TERMINATION

Section 2.1 Guarantee Term. The Savings Guarantee shall begin on the date the City executes the Certificate of Acceptance for the last CM Group and shall automatically renew annually, subject to the City making sufficient annual appropriations based upon continued realized savings; provided, however, the Savings Guarantee Term shall not extend beyond the earlier of: (i) the effective date of termination under Section 7 of this Contract; or (ii) _____ () years (the “Savings Guarantee Term”).

Section 2.2 Guarantee Termination. Should this Agreement be terminated in whole or in part for any reason prior to the end of the Savings Guarantee Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

Section 3.1 Guaranteed Savings. The Company guarantees to the City that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all CM Groups over the Term of the Agreement. In no event shall the Savings Guarantee provided herein exceed the total installation, maintenance, and financing costs for the CM Groups under this Agreement.

Section 3.2 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of the Company’s efforts that result in no additional costs to the City beyond the costs identified in this Agreement will be included in the guarantee savings reconciliation report for the applicable Guarantee Year(s).

Section 3.3 Savings Reconciliation Documentation. The Company will provide the City with a guaranteed savings reconciliation report after each Guarantee Year in accordance with Section 5.3. The City will assist the Company in generating the savings reconciliation report by providing the Company with copies of all bills pertaining to Energy Cost together with access to relevant records relating to such energy costs. The City will also assist the Company by permitting access to the Facilities, any maintenance records, drawings, compliance records or other data deemed necessary by the Company to generate the said report. Data and calculations utilized by the Company in the preparation of its guarantee cost savings reconciliation report will be made available to the City, along with such explanations and clarifications as the City may

reasonably request.

Section 3.4 Guaranteed Savings Reconciliation. Guaranteed Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and stipulated/constants as described below and/or defined in Schedule D (Savings Calculation Formula) and/or additional methodologies defined by the Company that may be negotiated with City at any time. For each CM, the Company will employ an M&V Plan, which may be comprised of any or all of the following elements:

- Pre-retrofit model of energy consumption or demand
- Post retrofit measured energy consumption
- Post-retrofit measured demand and time-of-use
- Post-retrofit energy and demand charges
- Sampling plan
- Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included in Schedule D, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

4. OWNER CONTROLLED VARIABLES

Section 4.1 City Maintenance Responsibilities. For the purposes of the Savings Guarantee, the City represents, warrants, and agrees to adhere to, follow and implement the maintenance procedures and methods of operation recommended in the Equipment manufacturers' Maintenance Manuals, common and recommended industry practices, and other mutually agreed maintenance procedures. The City further represents, warrants and agrees to protect against and replace in the event of any casualty, and not to undertake any changes which would adversely affect or reduce the Guaranteed Savings ("Changes").

Section 4.2 City Responsibility to Notify. In the event of any failure of the City to abide by Section 4.1 of this Savings Guarantee or in the event of any Changes, the City agrees to notify the Company in writing within five (5) business days of any actual, anticipated or intended variation that would reduce the Guaranteed Savings, whether before substantial completion or during the Guarantee Period. Upon receipt of such notice, or in the event that the Company independently learns of any such variations, the Company shall be entitled to adjust the Guaranteed Savings appropriately.

Section 4.3 Measurement and Verification. This Savings Guarantee is based on M&V Option A and Option D as detailed in this Guarantee.

5. UTILITY BILLS

Section 5.1 Guarantee. The Savings Guarantee and the Guaranteed Savings in any M&V Plan report is not a representation, guarantee or warranty that the actual dollar amount of utility bills of the City will be reduced or lower than before, as so many other factors affect utility bills. This is only a guarantee that the Total Guaranteed Savings will meet or exceed the Guaranteed Savings during each respective annual measurement period during the Guaranteed Savings Period if the CM is operated and maintained by the City as required by this Contract. As the City has sole custody and control over the CM, the Company is permitted to adjust the Total Guaranteed Savings, as allowed under this Contract.

6. EXCLUSIVE REMEDIES OF THE CITY

Section 6.1 Company Remedies. Prior to the delivery of any Annual Reconciliation report, in the event that such Annual Reconciliation report would indicate that the CM will otherwise fail to produce Guaranteed Savings in an amount at least equal to the Total Guarantee Year Savings for such annual period (and such situation is not caused by the City's failure to operate the CM per this Contract), the Company may, on one or more occasions, take action to cause the Guaranteed Savings to equal or exceed the Total Guarantee Year Savings, including, but not limited to, fine-tuning the CM and the addition of implementation methods, operation methods or energy conservation measures which would increase the Guaranteed Savings. In any such remedy case, the Company shall provide the City with notice of any such activity including an Annual Reconciliation report, which will provide the appropriate details. Any such actions shall not adversely impact facility operations nor impede on normal facility functionality.

Section 6.2 City Remedies. If after taking the actions described above (which the Company shall describe to the City in the Annual Reconciliation report) and performing any follow up which the Company deems necessary, such Annual Reconciliation report still indicates that the Guaranteed Savings in such Annual Reconciliation report is not at least equal to the Total Guarantee Year Savings amount for such period, the Company shall pay to the City an amount equal to the difference for such respective annual period between the Guaranteed Savings amount and the Total Guarantee Year Savings amount in such Annual Reconciliation report. This shall only be for the then current Annual Reconciliation report and shall not affect any prior or any future annual Reconciliation report. The City agrees not to offset, deduct, set-off, withhold or delay any payment due under the Contract. This is the City's sole and exclusive remedy under this Savings Guarantee, and no other rights or remedies are granted.

Section 6.3 THE COMPANY SHALL NOT BE RESPONSIBLE FOR INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE RESULTING FROM, OR RELATED TO THE CONTRACT OR THE CM (INCLUDING BUT NOT LIMITED TO THE MALFUNCTION OR MISOPERATION THEREOF), BODILY INJURY, MENTAL ANGUISH, MENTAL INJURY OR DISEASE, LOSS OF PROFITS AND GOODWILL, REGARDLESS OF THE CAUSE OR BASIS OF SUCH ACTION, WHETHER IN STRICT LIABILITY, CONTRACT, TORT OR OTHERWISE.

[

ATTACHMENT 1. SUMMARY OF STIPULATED/CALCULATED SAVINGS

The savings identified below shall be stipulated/calculated savings which are mutually agreed by the City and the Company, but will not be specifically measured.

[TO BE ADDED ONCE THE CITY REVIEWS THE IGA REPORT AND DECIDES WHICH CM GROUPS TO IMPLEMENT UNDER THIS CONTRACT]

ATTACHMENT 2. ANNUAL GUARANTEED SAVINGS ALLOCATION

[TO BE ADDED ONCE THE CITY REVIEWS THE IGA REPORT AND DECIDES WHICH CM GROUPS TO IMPLEMENT UNDER THIS CONTRACT]

ATTACHMENT 3. ANNUAL RECONCILIATION REPORT

Upon each anniversary of the Commencement Date of the last CM Group during the Savings Guarantee Term, the Company shall provide the Annual Reconciliation report to the City. In the Annual Reconciliation report, the Company shall calculate the Guaranteed Savings and shall report to the City such amount (and shall detail any excess savings where the Guaranteed Savings exceed the Total Guaranteed Savings) during the preceding year.

Annual Guaranteed and Excess Savings Allocation

[TO BE ADDED ONCE THE CITY REVIEWS THE IGA REPORT AND DECIDES WHICH CM GROUPS TO IMPLEMENT UNDER THIS CONTRACT]

SCHEDULE C. COMPENSATION TO COMPANY AND DELIVERABLES

TOTAL COMPENSATION TO COMPANY:

POTENTIAL CREDIT BACK TO THE CITY:

Consolidated Edison, Inc. (“CEI”), the ultimate parent company of BGA, Inc., may be eligible to receive a tax deduction pursuant to Section 179D (“179D”) of the Internal Revenue Code for certain costs associated with the Company’s installation of the CMs. The Company agrees to claim tax deductions, through CEI, pursuant to and in accordance with the requirements of 179D, for certain energy efficiency work performed by the Company for the City, and pay the City 50% of the Net Tax Benefit. “Net Tax Benefit” would be calculated by multiplying: (i) the amount of the tax deduction approved by the IRS under §179D for the CMs installed by the Company by (ii) CEI’s then current nominal federal tax for the year the §179D deductions are claimed, and then deducting the Company’s expenses set forth below:

- Tax consultant fees paid by the Company to a third party tax consultant based on the product of: (i) the amount of the deduction claimed by CEI multiplied by the then current CEI nominal tax rate, and (ii) the tax consultant’s fee, but prior to the deductions set forth above.

Such payment would be made by the Company to the City via check, no later than thirty (30) days after the tax deduction is approved by the IRS.

NOTE: The Section 179D tax deduction is limited to CMs placed in service by December 31, 2013. Absent an extension of the current legislation, CMs installed after that date will not be eligible for the tax deduction.

SCHEDULE D. SAVINGS CALCULATION FORMULA

Cost Savings under the Contract will be determined according to the following formula:

$$\text{Cost Savings} = (\text{Baseline Costs} - \text{Post Installation Costs}) \pm \text{Adjustments}$$

The following definitions and methodologies will apply:

- A. **Baseline Costs.** The estimated costs of fuel, energy or water consumption or wastewater production that would have been incurred in the CM had not been installed or implemented. Baseline Costs shall be the product of: (i) the Baseline amounts set forth in Schedule F and (ii) the utility rates.
- B. **Post-Installation Costs.** Post-Installation Costs will be the cost of fuel, energy or water consumption or wastewater production resulting from the installation and implementation of the CM. Post-Installation Costs will be the product of actual measurable savings together with the stipulated operation and maintenance and capital cost avoidance cost savings resulting from the implementation and installation of the CM. These cost savings have been negotiated and agreed upon by the Parties and there is no need to verify the agreed savings.
- C. **Adjustments.** § 489.145 (4)c Florida Statutes, requires that any Baseline adjustments must be specified in the Contract. The Parties agree that Baseline adjustments are authorized only to the extent authorized in section 11 and/or Schedule F (Baseline) of the Contract.

INVESTMENT GRADE ENERGY AUDIT AGREEMENT

BETWEEN

ENERGY SYSTEMS GROUP, LLC

AND

City of Miami Springs

This Investment Grade Energy Audit Agreement (“Agreement”), effective the last date signed below, is by and between Miami Springs, a Florida Municipality located at 201 Westward Drive, (the “City”) and Energy Systems Group, LLC with an office at 17757 US 19 N, Suite 210, Clearwater, FL 33764 (the “Company”) (each a “Party” and collectively the “Parties”).

Whereas, the Company is an Energy Services Company specializing in the development and implementation of energy conservation focused projects, renewable energy projects, and guaranteed Energy Savings Performance Contracts (ESPCs), and is licensed to perform such work within the State of Florida; and

Whereas, the Company holds a Florida State Term Contract for Energy Services; and

Whereas, the City is owns and is responsible for the operation, management and maintenance of its facilities; and

Whereas, the City has previously reviewed the qualifications of the Company and both Parties have expressed a mutual interest in the Company developing and implementing an energy conservation project; and

Whereas, a comprehensive investment grade technical energy audit and savings analysis (“IGA”) must be performed at the Facilities in order to determine final scope, pricing, and guaranteed savings before entering into a contract to provide for the installation and implementation of the finalized Energy Conservation Measures (“ECMs”) at the Facilities and

Whereas, the Parties intend to negotiate an ESPC under which the Company shall design, procure, install, implement, monitor, and guarantee the performance of such ECMs at the Facilities;

Therefore, the Parties agree as follows:

Article 1: Scope of Energy Audit

The Company will conduct an Investment Grade Energy Audit (“IGA”) and prepare a Report that specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at each of the facilities. The Report shall contain detailed projections of energy and cost savings to be obtained at each facility as a result of the installation of the recommended ECMs. The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for each facility. The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe Company’s plan for installing or implementing the ECMs, including all anticipated costs associated with such installation and implementation.

The facilities to be included in this study are listed in Attachment A of this Agreement. This list may be modified by mutual written agreement of both Parties.

The Company shall perform the following tasks in performing the IGA and preparing the Report:

A. Collect General Facilities Information

The Company shall collect general Facilities information such as: size, age, construction type, condition and general use. The Company shall also collect and summarize utility cost and consumption data for the most recent 24-36 month period. The impact on utility cost and consumption of any energy initiatives currently being installed or currently planned to be installed by the by the City will also be evaluated.

As part of these efforts, Company shall catalog and document energy and water usage for each Facility for the most current 24-36 month period, occupancy information, any changes in the structure of the buildings or its heating, cooling, lighting or other systems or energy requirements, descriptions of all major energy and water consuming or energy and water saving equipment; any comfort problems, code deficiencies, and description of energy management procedures presently utilized.

B. Analyze Existing Systems and Equipment

The Company shall compile an analysis based on a physical inspection of the major electrical and mechanical systems of the buildings, including:

1. Cooling systems and related equipment
2. Heating and heat distribution systems
3. Automatic temperature control systems and equipment
4. Air distribution systems and equipment
5. Outdoor ventilation systems and equipment

6. Kitchen and associated dining room equipment, if applicable
7. Exhaust systems and equipment
8. Hot water systems
9. Electric motors 5 HP and above, transmission and drive systems
10. Interior and exterior lighting
11. Laundry equipment, if applicable
12. Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
13. Other major energy using systems, if applicable.

Interviews will be conducted operation and maintenance staff regarding the mechanical system operations, occupancy patterns, and problems with comfort levels or equipment reliability.

C. Establish Consumption Baseline

The Company shall examine the most recent 24-36 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water by averaging; or selecting the most representative contiguous 12 months. The Company shall consult with Facilities' staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

D. Develop List of Potential ECMs

The Company shall:

1. Conduct a detailed rate analysis on all Facilities' utility bills to insure that each building is operating on the best available utility rate structure and identify any refunds that may be due to the City as a result of past over billing
2. Identify opportunities for no-cost, changes to Facilities operational practices that can be easily implemented by City staff that will lower energy consumption profiles
3. Provide the cost, savings and life expectancy of each proposed ECM
4. Provide analysis methodology, supporting calculations and assumptions used to establish savings projections
5. Provide a preliminary savings measurement and verification plan
6. Detail environmental benefits of the proposed ECMs such as reduced emissions and carbon footprint reduction
7. For all proposed ECMs, the Company shall comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis

E. Select Final Recommended ECMs

The Company shall, in consultation with the City, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facilities

F. Provide Cost and Fee Estimates

The Company shall provide detailed estimates of all costs and fees associated with the installation and implementation of the ECMs

G. Deliver the Report

The Company shall complete and deliver the Report to The City in the following format:

1. An executive summary which describes the Facilities, ECMs evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each ECM
2. A discussion of ECMs not evaluated in detail and the explanation of why a detailed analysis was not performed.
3. A summary of all utility bills, Base Year consumption and how it was established, and end use reconciliation with respect to the Base Year including a discussion of any unusual characteristics and findings.
4. Detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues.
5. Conclusions, observations and caveats regarding cost and savings estimates.
6. Thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

H. Acceptance of the Report by The City

The City will review within thirty (30) days of its receipt of the Report, and provide notice of acceptance if the recommended ECMs are deemed Feasible as defined in Article 2. If the City determines that one or more of the recommended ECMs are not feasible or are not desired for implementation, the City will give the Company written notice of any and all said objections. The Company shall revise the Report and submit a revised draft within fourteen (14) days of said notification. The City will have seven (7) days from receipt of the revised Report to notify the Company if any objections have not been corrected.

Article 2: Project Feasibility

For the purposes of this Agreement, a Feasible Project Package shall be defined as a project that:

1. Is compliant with all state and local legislation regarding ESPCs
2. Offers guaranteed savings that supports a financial project term of 15 years or less
3. Includes Committed Financing for the full cost of the proposed ESPC

Article 3: Energy Savings Performance Contract

The Parties intend to negotiate an ESPC under which the Company shall design, install and implement ECMs and provide performance guarantees and certain maintenance and monitoring services. The terms and provisions of such an ESPC shall be set forth in a separate agreement. This Agreement shall automatically terminate upon the Parties' execution of an ESPC to the Facilities or terms of Article 4 (below) will apply.

Article 4: Payment

The Company is undertaking work under this Agreement at cost and under consideration of THE CITY's good faith intention to negotiate an ESPC with the Company. The at-cost value for the IGA ("**Audit Fee**") is \$10,000 (Ten Thousand Dollars) and is only intended to cover the Company's anticipated costs for providing the services described in Article 1.

The Parties understand and intend that the Audit Fee shall be included in the total project cost of the ESCP.

Should the IGA fail to demonstrate a Feasible Project, The City shall have no obligation to the Company for reimbursement of the Audit Fee.

Should the IGA demonstrate a Feasible Project and provide financing for the project that is both reasonable and comparable with current market conditions, but the Parties fail to negotiate and enter into an ESCP within sixty (60) days of The City's acceptance of the IGA, the Company shall have the right to invoice The City for the Audit Fee. In this event, The City shall make payment to The Company for the Audit Fee within thirty (30) days of receipt of invoice.

Should The City terminate this Agreement as defined in Article 5 subsection B, The City shall be required to reimburse Company for its efforts to date based on a prorated amount of the Audit Fee established in Article 4 of the Agreement. Company shall submit an invoice for the prorated Audit Fee to The City within ten (10) days of receipt of The City's notice of termination under Article 5 subsection B. The City shall make payment to The Company for the Audit Fee within thirty (30) days of receipt of invoice.

Article 5: Termination

A. By Company:

The Company may terminate this Agreement prior to the completion of the IGA if it determines that Company can not complete the report because of The City's failure to provide necessary information and access for timely completion of the Audit Report. The Company will give The City seven (7) days notice and allow seven (7) days to cure.

Termination under this section shall be effective upon the City's receipt of written notification from the Company stating the reason for the termination.

B. By THE CITY:

The City may terminate this Agreement at will. Termination under this subsection B shall be effective upon the Company's receipt of written notification from the City.

Article 6: Standard Terms and Conditions

Section 1. Agreement Term

This Agreement term shall commence on the effective date of the Agreement and end on upon any of the following:

1. Termination of the Agreement pursuant to the above provisions
2. Failure of the IGA Report to demonstrate a feasible project
3. Execution of an ESPC between the Parties
4. Payment of the Audit Fee to the Company by the City.

Section 2. Materials, Equipment and Supplies

The Company shall provide or cause to be provided all facilities, materials, equipment and supplies necessary to perform the IGA and prepare the Report.

Section 3. Patent and Copyright Responsibility

The Company agrees that any material or design specified by the Company or supplied by the Company pursuant to this Agreement shall not knowingly infringe any patent or copyright, and the Company shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by the Company in the performance of the Energy Audit and preparation of the Report.

Section 4. Release and Indemnity

The Company agrees to assume all risk of loss and to indemnify and hold the City, and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to or destruction of property (including property of the City) because of the Company's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the City, the City shall give prompt written notice thereof to the Company and the Company shall have the right to compromise or defend the same to the extent of its own interest. The Company further agrees to maintain adequate insurance to protect the City against such risks. The Company also agrees to indemnify and hold the City harmless should any goods or services provided by the Company infringe upon the patent, copyright or trade secret of another.

Section 5. Dispute Resolution

The City and the Company recognize and acknowledge that efforts should always be made to avoid or prevent disputes through effective partnering, good communications, and joint decision making; and that timely requests for clarification and for information will help ensure a better understanding of issues and problems and lead to the elimination of doubts, uncertainties, and ambiguities. Nevertheless, the City and the Company also recognize that disputes may develop between them and, in such event, wish to establish procedures to be followed to resolve such disputes in the shortest possible time and at the least possible expense to the City and the Company.

Any conflict or dispute between the City and the Company shall be resolved in accordance with the procedures specified in this Agreement, which shall be administrative procedures for the resolution of any such disputes. This Agreement establishes successive steps of conflict prevention and alternative dispute resolution prior to litigation, completion of which shall be conditions precedent to the right to commence litigation over any dispute arising out of or relating to the Agreement. The successive steps are: (1) informal negotiations between project-level management personnel; (2) formal negotiations between executive-level management, initiated by written notice and completed within thirty days, or longer as mutually agreed; and (3) mediation, initiated by written notice.

Any legal or equitable action arising out of or relating to this Agreement shall be governed by Florida law and heard in the appropriate courts of Dade County. In the event of litigation, Parties agree to waive jury trial. Legal fees and costs including appellate costs shall be paid by the losing party. The threshold issue for determination shall be whether the Party bringing the action has complied with the alternative dispute resolution processes specified above.

Notwithstanding any provision to the contrary, neither Party shall be excluded from recovering any special, consequential, or punitive damages to the extent allowed by law. The City does not waive its right to sovereign immunity under F.S. 768.28.

Section 6. Personnel

All Company employees, subcontractors, or agents performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Company shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the City. The City may conduct, and the Company shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Company. The City may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the City's security or other requirements. Such approval shall not relieve the Company of its obligation to perform all work in compliance with the Agreement. The city may reject and bar from any Facilities for cause any of the Company's employees, subcontractors, or agents.

The Company, together with its agents, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the City or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, the Company shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the City with certification of such insurance upon request. The Company remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

Section 7. Compliance with Applicable Law

In performing this Agreement, the Company shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority.

Section 8. Waivers

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

Section 9. Assignment

Neither Party may assign this Agreement.

Section 10. Capacity to Contract

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party to the Agreement. The Company warrants that it is in good standing

and legally authorized to transact business in Florida. The Company warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Company's ability to satisfy its Agreement obligations. The Company shall immediately notify in writing if its ability to perform is compromised in any manner during the term of the Agreement.

Section 11. Confidential Information

Each Party may have access to confidential information made available by the other Party. Each Party shall to the extent allowed by law protect such confidential information in the same manner as it protects its own confidential information of like kind. Notwithstanding requirements of Florida public records law.

Section 12. Project Management

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

City of Miami Springs
Ronald K. Gorland
City Manager
201 Westward Drive
Miami Springs, Fl 33166
(305) 805-5000
gorlandr@miamisprings-fl.gov

and

Energy Systems Group, LLC

Greg Collins
President
4655 Rosebud Lane
Newburgh, IN 47630
(812) 492-3770
gcollins@energysystemsgroup.com

With cc's to:

4655 Rosebud Lane
Newburgh, IN 47630
Charles Olsavsky
Vice President and General Counsel
(812) 492-3722
colsavsky@energysystemsgroup.com

and

Chris Summers, P.E., CEM, C.B.C.
Regional Director
17757 US 19 N, Suite 210
Clearwater, FL 33764
(727) 533-0403
csummers@energysystemsgroup.com

Either Party may change its point of contact by written notice to other Party's then-current designated contact, which shall not constitute a formal amendment to this Agreement.

Section 13. Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the Parties. The Agreement may only be modified or amended upon mutual written agreement of the Parties. No oral agreements or representations shall be valid or binding upon or the Company.

Section 14. Execution in Counterparts

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Severability

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SO AGREED:

City of Miami Springs

By: Ronald K. Gorland
Title: City Manager

Date

Energy System Group LLC

By: Gregory F. Collins
Title: President

Date

Attachment A
List of Included Facilities

Facilities / Equipment



CITY OF MIAMI SPRINGS
Police Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 887-1444
Fax: (305) 884-2384

Agenda Item No.

City Council Meeting of:

06-24-2013

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald K. Gorland, City Manager

FROM: Peter G. Baan, Chief of Police

DATE: June 6, 2013

RECOMMENDATION: Recommendation that Council waive the competitive bid process and approve an expenditure of \$19,584.00, to C.R. DeLongchamp for building rental, pursuant to Section §31.11(E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional twelve-month period.

DISCUSSION: Extension of original lease, from October 1, 2013 to September 30, 2014, for rent of \$1,632.00 per month, for space at 274 Westward Drive that includes approximately 1,016 square feet of office space and approximately 163 square feet of additional storage space, to provide effective community policing, which has a positive impact on reducing neighborhood crime, helping to reduce fear of crime and enhancing the quality of life in the community. It accomplishes these things by combining the efforts and resources of the police, local government and community members. The substation is a neutral location away from the main police station that enables the Miami Springs Police Department to effectively serve the needs of the community. See attached documentation;

COST: \$ 19,584.00

FUNDING: **Department/ Description:** Law Enforcement Trust Fund - Buildings
Account Number: 650-2011-521.44-01
Budgeted

This expenditure and the program that it will fund will comply with the provisions of Florida State Statute 932.7055(5)(a).

PROFESSIONAL SERVICES APPROVAL:



Miami Springs
Police Department

Memorandum

To: Honorable Mayor Zavier Garcia and Members of the City Council
Through: Ronald K. Gorland, City Manager
From: Peter G. Baan, Chief of Police *Peter G. Baan*
Subject: Community Policing Office Lease
Date: 06/06/2013

I am in receipt of a lease extension proposal for the Community Policing Office from the landlord, Charles DeLongchamp. The term of the extension is October 1, 2013 to September 30, 2014 and the amount is \$1,632.00 per month, which reflects a 2% increase over the current lease amount of \$1,600.00 per month. (There has been no increase for the past four years.)

I recommend that the lease extension be placed on the agenda of the next regular council meeting for approval. A copy is attached.

Attachments

cc: Sergeant Jimmy Deal
Charles DeLongchamp

June 6, 2013

Chief Peter Baan
City of Miami Springs Police
201 Westward Dr
Miami Springs, FL 33166

RE: Lease at 274 Westward Drive

Dear Chief Baan:

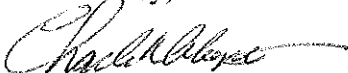
I am pleased to offer you a one-year **extension** of the original lease between the City of Miami Springs (tenant) and Charles DeLongchamp (landlord) dated September 22, 2000. The term of **this extension** will be from October 1, 2013 to September 30, 2014. All terms and conditions remain the same, except that the monthly rent will be **\$1,632.00** per month. This monthly rent does not include utility costs for electric, trash, or Dade County costs for water, sewer, Miami Springs surcharge and other charges associated with them. This is as provided for in the Provisions Section of original lease, page 9, paragraph "C". All terms of the **original lease** and lease extensions, are incorporated herein by reference. Please indicate your acceptance of this extension, as written, by signing below.

The below errors in the agreement were removed from a previous lease extension. Add corrections, permanently to all our future leases.

AGREE AS FOLLOWS.

1. That the existing Lease between the Landlord and Tenant is hereby (remove **exempted**, and insert **extended**) for the term of one year **etc, etc**.
2. Also add a #3 in the agreement to read "Tenant to erect their portion of the storm shutters in the front of their rental space when they deem it necessary to protect their own possessions." See **2003-2004** extension also for this change.
3. Landlord further agrees to allow tenant to give a notice of departure in writing, of not less than 90 days prior to their final move out date.

Sincerely,



Charles DeLongchamp

Accepted: _____,

Peter Baan
City of Miami Springs Chief of Police




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

Agenda Item No.

City Council Meeting of:

06-24-2013

TO: Ronald K. Gorland, City Manager

VIA: Magalí Valls, City Clerk 

FROM: Elora R. Sakal, Board Secretary

DATE: June 14, 2013

SUBJECT: Board of Parks and Parkways Recommendation

Based on their actions taken at their meeting of June 13, 2013, the Board of Parks and Parkways members would like to bring the following recommendations to the attention of the City Council:

1. Entrance at Curtiss Parkway and Hunting Lodge Drive

"Board member Priess recommended that Council consider adding landscaping at the entrance into Miami Springs from Curtiss Parkway and Hunting Lodge Drive and consider the use of at least two sable palms and landscaping that would cover the electrical housing behind the seal. Vice Chair Ansbaugh seconded the motion which was carried unanimously on voice vote.

Vice Chair Ansbaugh recommended that Council consider either of the following:

- a) Changing the lights in the park across from the driving range at Curtiss Parkway so that they are spot lights and not flood lights.*
- b) Changing the flood light color to a softer color so that the lights are not in the eyes of drivers.*
- c) Changing the light structure to surround the lights with some ground coverage such as giant liriop.*

Board member Johnston seconded the motion which was carried unanimously on voice vote."

2. Signage of Churches and Organizations

"Vice Chair Ansbaugh made a recommendation to the City Manager that the signage for churches and organizations on Curtiss Parkway and Morningside Drive be unified with a permanent structure that would include the placement of those signs and landscape around it if necessary. It is also suggested that the sponsors of those signs be asked to replace them if they feel that they are not esthetically pleasing as they themselves would want them to be. Board member Brooks seconded the motion. The motion was carried unanimously on voice vote."

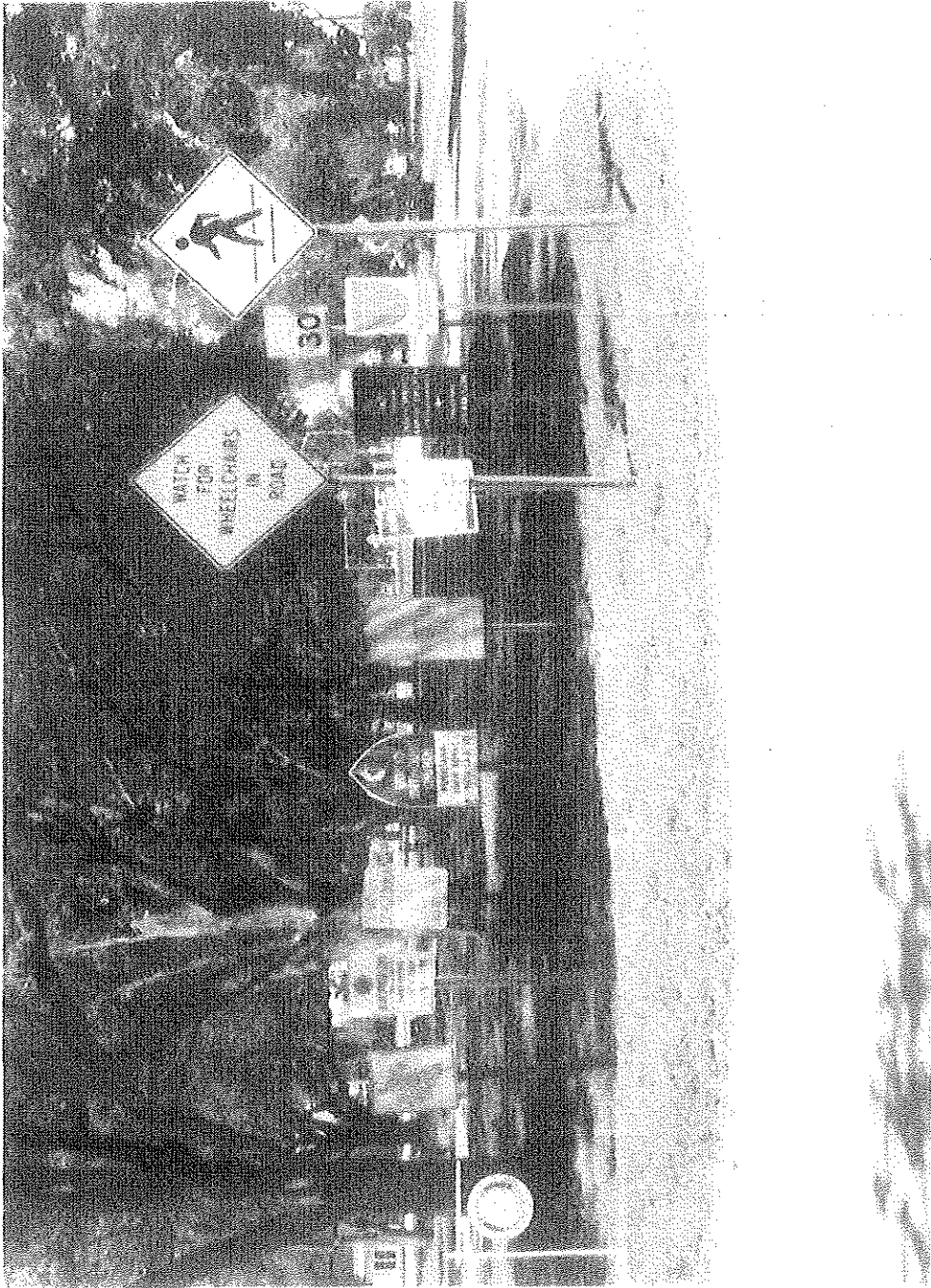
3. Yard of the Month Nominations

a) "Chair Richey asked for all those in favor of 1015 Dove Avenue being the July Yard of the Month. The Board members agreed by consensus."

b) "Chair Richey asked for all those in favor of 350 Navarre Drive being the September Yard of the Month. The Board members agreed by consensus."

c) "Chair Richey asked for all those in favor of 500 Plover Avenue being the October Yard of the Month. The Board members agreed by consensus."

Attachments: Photo for Recommendation #2.






CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5014
Fax: (305) 805-5018

City Council Meeting of:

06-24-2013

To: Ron Gorland, City Manager 

FR: William Alonso, CPA, CGFO, Asst. City Manager/Finance Director 

Date: June 19, 2013

RE: FY2013-14 Budget Analysis and Preliminary Estimates

During the past week we have met with all Department Heads and reviewed their individual budgets in preparation for our meetings with the City Manager next week. The preliminary estimates based on the Departmental budget requests show a deficit of approximately **\$587,484** as shown on attachment A. The millage required to balance the budget without any reductions would be **7.6860**.

The following are some basic budget assumptions used for this budget:

1. Millage used is the current rate of 6.9950.
2. The initial Proposed Budget assumes no further outsourcing of services, no reduction in staff and no reduction in services.
3. There is no funding budgeted for the new pool/golf course project other than the \$86K already in designated fund balance for the shoring up of the pool building.
4. Budget assumes a 2% cost of living increase for all operating expenditures (eg: fuel, utilities, supplies, etc.)
5. This General Fund budget request also contains approximately \$314,976 in infrastructure and equipment expenditures (see attachment B), \$100,000 for sidewalk repairs not eligible to be paid with CITT funds, and \$46,550 for unexpected emergency repairs to the City's facilities. No funds have been budgeted for preventative maintenance of city infrastructure (ex. Buildings, IT systems, A/C systems, etc.)

6. Budget includes \$90,000 in actuary and legal costs related to the PBA/Pension negotiations planned for FY2014, \$45,000 for the City's lobbyist and \$10,000 for annexation costs.
7. The General Fund budget includes approx. \$51,090 for a 4% one-time COLA for those General Employees earning under \$50,000. The General Fund impact is \$51,090, while \$23,716 will impact the city's two Enterprise Funds. **The General Employees pension contribution for FY2014 is scheduled to increase 1.23% this means that the net increase will actually be 2.77% for those eligible for the one-time COLA discussed above. Those not eligible (those earning over \$50K) will see their earnings decrease by 1.23%.**
8. Budget assumes there will be no further deterioration of the national/local economy, no annexation, and assumes no funding for a replacement aquatic facility. If plans are developed and approved during the year for such a project, a budget amendment would be required. The Proposed Budget also does not provide any funding for economic redevelopment (ex. 36th Street, Neighborhood Business District).
9. Due to the limitation on part time workers of 59 hours per biweekly pay period by the new health care law, the Recreation budget includes an additional \$20,000 for additional part time staff.
10. Pension costs will increase approximately \$75,000 or 7.7% for FY2014, while workmen's compensation insurance is budgeted to increase \$28,000 or 10%. The total pension contribution for FY2014 for both General Employees and Police personnel is approximately \$1,057,000.
11. The projected loss at the golf course is \$451,306, which includes approx.. \$101,000 in capital expenditures for equipment. The golf course budget includes an additional full time position for a "Pro Shop/Outside Services Manager", this is in addition to the Director and another full time customer service clerk. This change results in an increase of \$23,662 in the Golf budget for personnel costs (salary plus benefits).

The following are Developmental Costs in order to plan for the transition costs of replacing employees currently in the DROP Plan:

12. The City Clerk's budget includes a salary of \$75,000 for the new City Clerk and an additional \$1,000 for training of the new Administrative Assistant. The personnel costs increased by \$4,772 in the current budget.
13. Finance had been providing 0.3 FTE's to IT in prior years. Beginning in FY2014 the Golf operation will assume this 0.3 FTE's to cover the administrative work done by Finance for the Golf operation. IT will hire an additional part-time employee to help with the increasing demands of this Department. This increases the Golf budget by approximately \$26,000.

14. The Human Resources Director is also in the DROP plan. As part of the developmental process the HR budget provides for a Human Resources Specialist II upgrade of the current HR Specialist I. This upgrade increases total personnel costs by approximately \$4,000.

There are also some assumptions that are deemed "soft" in that the numbers could change significantly up or down:

1. The projected loss at the golf course of \$451,306
2. The projected revenues from red light cameras of \$600,000
3. **The key "soft" number is the total assessed value of property received on June 1st of \$895 million. Historically, the final assessment received on July 1st is lower than the June 1 figure. The current budget is based on the June 1st number. Once we receive the final assessment on July 1st, we will re-calculate the ad valorem revenues and provide an updated budget deficit amount.**
4. **Another question mark is the Aetna health insurance renewal rate for next year. That number should be available in July and we will adjust the budget numbers accordingly once received.**

Attachment C provides a listing of possible budget reduction expenditures that Council may consider in order to balance the FY2014 budget.

Attachment D is a listing of infrastructure and other capital expenditures that will be required within the next 5 years.

I have also included Attachment E to this memo. This attachment shows that at present there is \$586,316 in designated fund balance. We are planning on using the \$86,316 for the shoring up of the pool. This would leave a balance of \$500,000 for the Hurricane Contingency.

ATTACHMENT A

CITY OF MIAMI SPRINGS
BUDGET WORKSHEET
FY2013-14 PROPOSED BUDGET

FUND:	Proposed Budget Based on Current Millage FY13-14		Proposed Budget Required Millage to Balance FY13-14	
	Current Millage	6.9950	Current Millage	7.6860
	REVENUES	14,223,029	REVENUES	14,810,552
General Fund:				
Mayor & City Council		(115,765)		
Office of the City Manager		(348,079)		
Office of the City Clerk				
Operations	(271,075)			
Capital Outlay	(2,500)	(273,575)		
Office of the City Attorney		(171,000)		
Human Resource Department		(188,719)		
Finance Department		(533,135)		
Finance-Professional Services				
Operating Expenses	(267,813)			
Capital Outlay	(5,000)	(272,813)		
IT Department				
Operating Expenses	(328,221)			
Capital Outlay	(4,065)	(332,286)		
Planning Department				
Operating Expenses	(116,803)			
Capital Outlay	(13,500)	(130,303)		
Police:				
Police-Operations	(5,874,330)			
Police-Capital Outlay	(100,304)	(5,974,634)		
Police-Crossing Guards		(23,376)		
Building & Code Enforcement				
Operating Expenses	(600,083)			
Capital Outlay	-	(600,083)		
Public Works - Administration				
Operating Expenses	(356,862)			
Capital Outlay	-	(356,862)		
Public Works - Streets				
Operating Expenses	(462,190)			
Capital Outlay	(15,000)	(477,190)		
Public Works - Properties				
Operating Expenses	(678,629)			
Capital Outlay	-	(678,629)		
Public Works - Building Maintenance				
Operating Expenses	(218,579)			
Capital Outlay	(70,000)	(288,579)		
Public Works - Fleet Maintenance		(22,000)		
Recreation		(1,544,646)		
Aquatics		(265,539)		
Tennis		(20,467)		
Park Maintenance				
Maintenance Operations	(123,939)			
Maintenance Capital Outlay	-	(123,939)		
Golf- Admin		(21,968)		
Golf-Pro Shop		(565,888)		
Golf-Maintenance		(979,300)		
Maintenance Operations	(877,493)			
Maintenance Capital Outlay	(101,807)			
Transfers to other funds:				
Senior Center Fund		(138,532)		
Debt Service Fund		(363,205)		
TOTAL GENERAL FUND EXPENDITURES		<u>(14,810,512)</u>		<u>(14,810,512)</u>
DEFICIT AT CURRENT MILLAGE		<u>(587,484)</u>		<u>39</u>

CITY OF MIAMI SPRINGS
FY 2013-2014 Budget
CAPITAL EXPENDITURE SUMMARY-ALL FUNDS

Department	Total Budgeted	Description of expenditure	
City Clerk	\$ 2,500	New Color printer	2,500
			-
			2,500
Planning	\$ 13,500	GIS System	13,500
			13,500
Golf Course	\$ 101,807	Toro Reelmaster 5510-d	53,850
		Toro Greensmaster 3150	32,975
		Toro Sand Pro 3040	14,982
			101,807
Police	\$ 100,304	Three marked cars @ 26,250 each	78,750
		Three sets of light bars, deck lights, strobes, cages @\$55250 each	15,750
		Four Taser w/Taswer Cams and 4 yr extended warranty	5,804
			100,304
Public Works	\$ 85,000	Interior Lighting On Main Circle 15 Poles	15,000
		Re-Pipe Water Services In City Hall	-
		Re-Construction Of Walls And Areas Affected By Work	70,000
			85,000
Finance-Professional Services	\$ 5,000	Two new computers to run photoshop	3,000
		Photoshop software and upgrades	2,000
			5,000
Information Technology	\$ 4,065	Acronis Server Imaging software	1,675
		Sonicwall NSA250M Firewall and security appliance	1,645
		Sonicwall 1 year comprehensive security suite	745
			4,065
Elderly Services	\$ 2,800	Electric steamtable, 5 well w/ accessories	2,800
			2,800
Total	\$ 314,976	Total	\$ 314,976

ATTACHMENT C

**CITY OF MIAMI SPRINGS
FY2013-14 PROPOSED BUDGET ANALYSIS**

The following is the City Manager's Proposed Budget for FY2014, the budget is based on an operating millage of 6.9950 millage rate (which is the current year rate), at this millage the deficit was approx. \$554,138 and may be balanced with combination of the following reductions:

		<u>Millage Impact add (reduce)</u>
Original deficit based on a 6.9950 millage rate, millage would need to be 7.6860 in order to balance budget.		\$ (587,484)
1) Annual event subsidies:		
Circle Events	\$ 10,000	(0.0118)
Stafford Golf Tournament	\$ 2,000	(0.0024)
Optimist Fishing Tournament	\$ 2,000	(0.0024)
Optimist BBQ	\$ 2,000	(0.0024)
Police Appreciation Dinner	\$ 2,000	(0.0024)
Gazette directory	\$ 6,000	(0.0071)
FLA League ad	\$ 1,000	(0.0012)
Misc events	\$ 1,000	(0.0012)
Employee Luncheon	\$ 3,000	(0.0036)
Two annual car shows	\$ 5,300	(0.0062)
Eliminate rent support for historical society museum	\$ 11,000	(0.0129)
Eliminate Tennis program	\$ 15,000	(0.0176)
Eliminate subsidy to Pelican Playhouse	\$ 18,000	(0.0212)
2) Eliminate all capital expenditures:		
Planning	\$ 13,500	(0.0159)
Finance-Professional Services	\$ 5,000	(0.0059)
PW	\$ 85,000	(0.1000)
Elderly Services	\$ 2,800	(0.0033)
IT	\$ 4,065	(0.0048)
City Clerk	\$ 2,500	(0.0029)
Police	\$ 100,304	(0.1180)
Golf Course Maintenance	\$ 101,807	(0.1197)
Eliminate in citywide sidewalk repairs	\$ 100,000	(0.1176)
Eliminate contingency for citywide facility emergency repairs	\$ 46,550	(0.0547)
3) Personnel Related reductions:		
One year elimination of longevity payments to all General Employees(excluding PBA)	\$ 40,250	(0.0473)
Eliminate the City's contribution to dependent health care coverage for General Employees (excluding PBA)	\$ 68,168	(0.0802)
Reduce the City's contribution to dependent health care coverage for General Employees from 50% to 33%(excluding PB	\$ 23,177	(0.0273)
Employees to pay 5% of their health insurance costs(excluding PBA)	\$ 16,137	(0.0190)
Eliminate 4% one-time COLA for employees earning over \$50K	\$ 51,090	(0.0601)
4) Other reductions		
Eliminate lobbyist	\$ 45,000	(0.0529)
Eliminate annexation costs	\$ 10,000	(0.0118)
Use of available reserves (over the 25% requirement), currently approx. \$500,000 designated for Hurricane Contingency	???	
Balance after adjustments		\$ 206,164

ADDITIONAL INFORMATION:

Each 0.1 increase in Millage is equivalent to:

\$ 85,025

The Golf Course operation will require a subsidy of approx. \$451,306 for next year

Attachment D

CITY OF MIAMI SPRINGS
 CAPITAL IMPROVEMENT PLAN (5-10 YEARS)
 MAJOR COST ITEMS REQUIRING DESIGNATION OF RESERVES
 (DOES NOT INCLUDE ANNEXATION AREAS)

	Items In FY14 Budget	Must Do Items Not in Budget	Future Wish List Items
GOLF COURSE			
Carl Barn		300,000 Within next 5 years	
T-Boxes			180,000
Renovate sand bunkers			30,000
New restrooms			40,000
Fairway grass replacement		250,000 Within next 5 years	
Police			
New Local Frequency Radio repeater		50,000 Within next 5 years	
New PSA Light Pickup Truck		25,000 Within next 5 years	
New PSA Hybrid Vehicle		30,000 Within next 5 years	
New Police Building			2,500,000
Professional Services			
Electronic Message Board-Circle		-	50,000
Planning			
GIS System	13,500	-	-
Information Technology			
Exchange SVR Redundancy		8,000 Within next 5 years	
API Storage Server replacement - Optiview document imaging		10,000 Within next 5 years	
RECREATION			
Tennis Courts at the Golf Course			550,000
New Water Park			3,500,000
Stafford Field Lighting Project		185,000 Within next 5 years	
Prince Field Lighting Project		130,000 Within next 5 years	
New truck		20,000 Within next 5 years	
Premier Fence at Prince Field		30,000 Within next 5 years	
Replace Playground Surface at Prince/Pdove		10,000 Within next 5 years	
Replace Bleacher at Prince with Shade Structure			-
Replace Mounds at Prince Field			3,400
Replace Vila Course at Stafford Park			100,000
Repave Vila Course Track		40,000 Within next 5 years	
Laser Grade and Clay to Ballfields		30,000 Within next 5 years	
New Park Benches, Trash Receptacles and Picnic			20,000
Community Center paint		50,000 Within next 5 years	
Re-sod Prince and Stafford Fields			300,000
Re-Paint Concession Stands at Stafford and PD			30,000
Replace Playground at Prince Field		175,000 Within next 5 years	
Resurface and Repaint Gym Floor w/ City Logo			20,000
Resurface Gym Floor			25,000
Replace Playground at Peavy Dove		50,000 Within next 5 years	
Tables/Trash Receptacles at Dog Park and Tennis			35,000
10 Neighborhood Pocket Parks			125,000
Dog Park Canopy			20,000
Senior's Exercise Zone			40,000
Drainage Issue at Stafford Park		100,000 Within next 5 years	
Fitness Room Equipment			25,000
New Dug-Outs at Peavy Dove			25,000
Ballfield Scoreboard			25,000
Replace Irrigation on Ball Fields		30,000 Within next 5 years	
PUBLIC WORKS			
Replace 10 Interior Lamps On Main Circle	15,000	-	
Re-piping of galvanizes water lines at City hall	70,000	-	
Re-building the gazebo on the Circle possibly in concrete		15,000 WAIT 1-5 YEARS	
Curbing around the Circle		35,000 WAIT 1-3 YEARS	
Re-roofing main Building at Public Works		40,000 WAIT 4 YEARS	
Re-roof City Hall		40,000 WAIT 4 YEARS	
Replace three A/C units at the Country Club		25,000 WITHIN 24 MONTHS	
Decorative street lights-Westward-esplanade			225,000
Decorative street lights Circle-hook Square area			190,000
Electrical for Circle (underground wiring)			55,000
Curtis Parkway Circle Parking Lot			500,000
ELDERLY SERVICES			
Building replacement/Addition			500,000
New Bus		40,000 Within next 5 years	
TOTAL	98,500	1,716,000	9,113,400

CITY OF MIAMI SPRINGS
 PROPOSED GENERAL FUND BALANCE DESIGNATIONS
 PROJECTED FISCAL YEAR 2012-2013

DESIGNATION	Actual	FY2012-13		Projected
	Balance 9/30/2012	Additions	Reductions	Balance 9/30/2013
Country Club Roof	60,120	-	60,120	-
Storage Tank-DERM project at the golf course	25,760	-	25,760	-
Westward Median	3,000	-	3,000	-
Contingency-Hurricane Costs	500,000	-	-	500,000
Pool improvements	258,542	-	172,226	86,316
Total proposed designations	\$ 847,422	\$ -	\$ -	\$ 586,316
Encumbrances appropriated FY2013	\$ 86,325	\$ -		\$ 86,325
Total Available Fund Balance	4,394,465	-	261,106	4,133,359
Unrestricted, Undesignated fund Balance	<u>3,460,718</u>			<u>3,460,718</u>
			25% of FY12-13 Budgeted expenditures.....	\$ 3,460,718
			Excess(deficit) funds available for designation	\$ (0)

Approved by Council at the November 19, 2012 meeting.