



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

Vice Mayor Jaime A. Petralanda
Councilman Billy Bain

Councilman Michael Windrem
Councilman George V. Lob

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

CITY COUNCIL REGULAR MEETING AGENDA **Monday, February 23, 2015 – 7:00 p.m.** **City Hall, Council Chambers, 201 Westward Drive**

1. Call to Order/Roll Call

2. Invocation: Councilman Windrem

Salute to the Flag: Students from All Angels Academy will lead the audience in the Pledge of Allegiance and Salute to the Flag

3. Awards & Presentations:

A) Presentation by Grace Loeb for the Guardian Hands Foundation 2nd Annual Walk Against Rare Diseases on February 28th

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) February 9, 2015 – Regular Meeting

6. Reports from Boards & Commissions: None

7. Public Hearings: None

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

A) Recommendation by Golf that Council waive the competitive bid process and approve an expenditure to Yamaha Motor Corporation, in the amount of \$8,160 (\$170.00 per month) for the leasing of a gas powered range picker over a four year period (by adding to the remainder our current master lease agreement of our golf carts with Yamaha), as funds are available in the FY14/15 budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

B) Recommendation by Public Works that Council allow the issuance of a Purchase Order Change Order to Nextran Truck Center, utilizing Miami Dade County contract #5380-6/14-6, in an amount not to exceed \$23,500 for truck parts and repairs, pursuant to Section §31.11 (E)(5) of the City Code

9. Old Business:

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

B) Update to Proposed Fund Balance Designation

C) Authorization to Execute AIA Agreement with Lunacon for the Aquatic Center Project

D) Reconsideration of the Cancer Relay Organizer's Request for a "Partial Closing" for the Relay for Life Cancer Fundraiser Event to be held on March 7th

10. New Business:

A) Ordinance – First Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 150-013(C)(1), Front Yard Fences – Restricted Area; By Providing An Additional Approved Fencing Material; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

B) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Vacating That Certain Alley That Runs Through The Properties Located At 5001-5055 N.W. 36th St, 641 Deleon Drive, And 640-648 Desoto Drive In Miami Springs; Providing For The Equal Division Of The Alley Area; Directions To The City Clerk; Effective Date

C) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Trane, utilizing Miami-Dade County Bid #6046-2/12/2, in the amount of \$10,420.00 annually (to be paid in quarterly payments of \$2,605.00), for inspection and maintenance services to the City Hall Trane A/C unit as described in the scope of services agreement, pursuant to Section §31.11 (E)(5) of the City Code

D) Approval of a Contract with the Corradino Group to conduct the Twenty-Year Water Supply Facilities Work Plan

E) Discussion regarding "Quiet Zone" Train Crossings

F) Consideration of window wrapping as window signage

11. Other Business: None

12. Reports & Recommendations:

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

13. Adjourn

Please visit www.miamisprings-fl.gov for current meeting schedule or follow us on  Twitter @MIAMISPRINGSFL

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

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

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

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made (F. S. 286.0105), all of which the City does not provide.

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



GUARDIAN HANDS FOUNDATION

Fighting Rare Diseases to Make a Difference While Being Different

February 3, 2015

Honorable Mayor Xavier Garcia
201 Westward Drive
Miami Springs, FL 33166

Dear Most Honorable Mayor Garcia:

On Saturday, February 28, 2015, the Guardian Hands Foundation invites you, the city council and the residents of Miami Springs to participate in the 2nd annual Walk against Rare Diseases. Our goal is raise money to fund programs to help people with rare diseases and their families. The Town of Medley Chamber of Commerce has given their full support to our event.

The Guardian Hands Foundation, a 501(c) (3) non-profit organization, founded in 2012 to bring rare disease patients and their families together for support, education, research, and awareness to these devastating conditions. The National Institute of Health estimates that 50% of people affected by rare diseases are children, making rare diseases one of the most deadly and debilitating illnesses for children. Here in the United States 1 in 10 children are affected by Rare Diseases.

FACT: 1 in 10 Americans are afflicted with a Rare Disease.

FACT: 30% of children with rare disease will not live to see their 5th birthday.

FACT: Rare Diseases are responsible for 35% of deaths in the first year of life!

As a leader of a community with a vast spectrum of **ethnicities & cultures** your help and participation would not only provide a great exposure to our cause, but would also give confidence and hope to the families burdened by these debilitating rare illnesses. In addition, your participation would inspire many of thoses in need to reach out to our organization for help and support.

Funds raised from the Walk against Rare Diseases will be used to promote patients support and education, raise public awareness and to improve health care practices right here in our own community. In addition to participating in the walk, we ask that the City of Miami Springs matches the very generous \$1,000 donation provided by the Mayor of Hialeah Gardens and its Council.

Please join our team of walkers, family members, friends, co-workers, neighbors and concerned citizens. Your generous donation means we can help with providing special equipment, expert medical consultation, physical therapy, social services, medicines and much more.

Thank you for your time and consideration for this request. We look forward to see you at the Walk.

Grace Loeb

Founder,
Guardian Hands Foundation
grace@guardianhands.org
(305)-321-6961

2ND ANNUAL WALK AGAINST RARE DISEASES



(Required: Bring this completed form to the Walk on February 28, 2015 at Westland Gardens Park between 7:00am - 8:30am – No Exceptions)

Please Print Clearly

Type of Walker

- Individual
- Member Agency
- Corporate Walking Team
- Private Walking Team

Agency Number: _____
Team Name: _____

First Name _____ Last Name _____ Phone: _____
Address _____ Apt. _____
City _____ State _____ Zip _____ Donation \$ _____
E-mail: _____

Event Waiver

In consideration of my participation in the Walk Against Rare Diseases, I hereby assume all risks associated with the Walk and hereby release and agree to hold harmless the Guardian Hands Foundation Depository, event sponsors, the City of Hialeah Gardens Parks and Recreation and their respective employees, directors, officers, representatives, agents, successors, assigns and affiliates (“GHF and its agents”) from any and all liability, actions, claims, damages, losses and/or injuries, including but not limited to loss or injury to property or to person, that I, my beneficiaries, administrators, and executors have, had or may have in the future, arising from or relating in any way to: (i) my participation in the Walk, including as a result of other participants and the weather; or (ii) any use of my name, photograph or likeness, as authorized below, including without limitation, for libel or any distortion or alteration of my photograph or likeness.

I hereby grant GHF and its agents the right to take my picture and to use my name, photograph and likeness for advertising, trade or other purposes, without further compensation or permission. I hereby assign any rights I may have in the photographs and acknowledge that GHF and its agents shall own all rights, title and interest in any materials created, and I waive any right I may have to further inspect or approve of such materials.

Signature _____ Date _____

Parental/Guardian Waiver and Consent (Required if Participant Is a Minor)

By signing below, I acknowledge that I have read or have had read to me and understand the contents of this Event Waiver, expressly grant the child or children whose name(s) is/are represented below permission to participate in the Hunger Walk, and agree that the terms of the Event Waiver shall be binding on me and any children named on this form.

Parent/Legal Guardian's Signature _____ Date _____

Children's Full Names (First and Last Name)

1. _____
2. _____
3. _____
4. _____

2ND ANNUAL WALK AGAINST RARE DISEASES



(Required: Bring this completed form to the Walk on February 28, 2015 at Westland Gardens Park between 7:00am - 8:30am – No Exceptions)

WALK PLEDGE FORM

Walker's Name _____ If walking on behalf of an agency...
 Walker's Address _____ Agency Name _____
 Walker's Email _____ Agency Number _____
 Walking Team Name (if applicable) _____

| Sponsor's | Name | Address/City/State/Zip | \$ Pledged | \$ Paid |
|-----------|-------|------------------------|------------|---------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ | _____ |
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| 19. | _____ | _____ | _____ | _____ |
| 20. | _____ | _____ | _____ | _____ |
| 21. | _____ | _____ | _____ | _____ |
| 22. | _____ | _____ | _____ | _____ |
| 23. | _____ | _____ | _____ | _____ |
| 24. | _____ | _____ | _____ | _____ |
| 25. | _____ | _____ | _____ | _____ |
| | | | Total \$ | _____ |

All funds contributed are tax deductible. Please make your checks payable to: Rare Disease Walk or go to our Web site and contribute your total pledge amount online with your credit card. If any of your sponsors wish to pay their pledge directly to the Rare Disease Walk by check or credit card they may do so, but they should reference your name and agency number or team name with their payment. Please turn in all payments by February 21, 2015
 This pledge sheet will help you keep track of your sponsors. Ask friends, family, co-workers and neighbors to sponsor you and help fight against Rare Diseases in Florida.
 If you have questions, please contact the Guardian Hands Foundation at 305-321-6961
 Or visit our website at www.guardianhands.org
 Mail all checks to: Rare Disease Walk, Attn: Guardian Hands, 13501 N. W. 107th Avenue
 Hialeah Gardens, FL 33018. We appreciate your support

Join Us for the
2nd Annual



RARE DISEASES AWARENESS WALK



Saturday February 28, 2015

**Westland Gardens Park, 13501 N.W. 107th Ave.
Hialeah Gardens, FL 33018**

We need to educate policymakers, medical professionals, patients and caregivers, and the general public and empower them to advocate for those affected by rare diseases. Advocating at the local and national level to improve the lives of people living with rare disease and their families is necessary. For more information, please contact: Grace Loeb (305) 321-6961 E-mail: grace@guardianhands.org



(Charitable donations to this organization are tax deductible)

SPONSORSHIP OPPORTUNITIES AVAILABLE

REGISTER ONLINE at

www.guardianhands.org

Guardian Hands is a 501 (c) (3) organization – Federal ID# 46-2660920. Sponsorships are tax deductible to the extent provided by law.

www.GuardianHands.ORG / [Twitter.com/@GuardianHands1](https://twitter.com/GuardianHands1) / [Facebook.com/GuardianHands](https://facebook.com/GuardianHands)

Fighting Rare Diseases to Make a Difference While Being Different.

GUARDIAN HANDS FOUNDATION

Guardian Hands Foundation is a 501(c)(3) Florida non-profit

Mission:

To raise awareness of rare diseases and to generate funds to fight rare diseases.

30% of children with a rare disease will not live to see their 5th birthday. Rare diseases are responsible for 35% of all deaths in the first year of life!

Vision: Increase understanding and eliminate stigma for children living with rare diseases. To provide guidance, support and unity for children in our community through education and support programs. We hope to become a mentor and a role model, to inspire and promote self-confidence.

Your Sponsorship

Rare Disease Awareness Walk 2015 focuses on care and encourages everyone in the rare disease community to join together for better care.

There is no cure for Rare Diseases. Your sponsorship helps support community programs to aid local rare disease patients with education, advocacy and financial aid to individuals and their families.

Your sponsorship means we can help with providing special equipment, expert medical consultation, physical therapy, social services, medicines and much more.

Please consider how your sponsorship can make a significant impact in the quality of life of those affected by rare diseases.



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www.GuardianHands.ORG / [@GuardianHands1](https://twitter.com/GuardianHands1) / Facebook

Fighting Rare Diseases to Make a Difference While Being



Awareness Walk

February 28, 2015

7:00 am – 11:00 am

Westland Gardens Park
13501N.W. 107th Avenue
Hialeah Gardens, FL 33018
(305) 321-6961

info@guardianhands.org

www.guardianhands.org

How your sponsorship Helps

- Create awareness & increase understanding of rare diseases
- Provide needed medical treatment
- Educate the community about rare diseases
- Fund support programs for people living with rare diseases and their families

Rare Diseases Awareness Walk Sponsorship Opportunities

*Signature Awareness Event of the Guardian Hands
Foundation*



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Fighting Rare Diseases to Make a Difference While Being Different.

Letter of Invitation

Dear Friend:

The Rare Diseases Awareness Walk is excited to present our numerous sponsorships opportunities for you to make a significant local impact in making a difference in the life of those affected by rare diseases.

The National Institute of Health estimates that 50% of people affected by rare diseases are children, making rare diseases one of the most deadly and debilitating illnesses for children. Here in the United States 1 in 10 children are affected by Rare Diseases.

The Guardian Hands Foundation, a 501(c) (3) non-profit organization, was founded in 2012 to bring rare disease patients and their families together for support, education, research, and awareness to this devastating condition.

FACT: 1 in 10 Americans are afflicted with a Rare Disease.

FACT: 30% of children with rare disease will not live to see their 5th birthday.

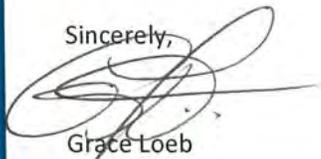
FACT: Rare Diseases are responsible for 35% of deaths in the first year of life!

Funds raised from the Rare Disease Walk will be used to promote patient support and education, raise public awareness and to improve health care practices here in our own back yard.

This informational packet provides details regarding sponsorships and promotional opportunities for your organization.

Thank you for your time and consideration for this request. We look forward to discussing this opportunity with you in more detail in the coming weeks!

Sincerely,



Grace Loeb
Founder,
Guardian Hands Foundation
Grace @guardianhands.org
(305)-321-6961

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Fighting Rare Diseases to Make a Difference While Being Different.



Fighting Rare Diseases to Make a Difference While Being Different

Sponsorship Packages At-A-Glance

| Benefits and Levels | PRESENTING SPONSOR | MAKING A DIFFERENCE | DELIVERING HOPE | SUPPORTING |
|--|--|---|--|---|
| Investment | \$ 5,000 | \$ 3,000 | \$ 1,500 | \$ 500 |
| T-shirt Logo Recognition* | B&W logo; <i>Top Placement</i> | B&W logo; <i>Second Placement</i> | B&W logo; <i>Third Placement</i> | — |
| www.guardianhands.org sponsor page | Logo with active link to your website | Logo | Logo | Name |
| Recognition on local event website page | Logo with active link to your website | Logo | Logo | Name |
| Recognition in email outreach | Logo with active link to your website | Logo | Logo | Name |
| Recognition at the event | <ul style="list-style-type: none"> •Company banner •Table with Materials •Recognition during opening and closing remarks •Shared media opportunities | <ul style="list-style-type: none"> •Company Banner •Table with Materials •Recognition during opening remarks | <ul style="list-style-type: none"> •Company banner •Table with materials | <ul style="list-style-type: none"> •Table with materials |
| Free Registrations for Sponsorship | 10 | 5 | 2 | 1 |

*Must email high quality black & white logo to your local walk coordinator by January 22, 2015 to ensure placement.

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Fighting Rare Diseases to Make a Difference While Being Different.

Sponsorship Package Detailed Description

Presenting Sponsor \$5,000:

- Company logo prominently displayed as Presenting Sponsor on front page of walk website
- Company logo on walk t-shirts (top placement)
- Company logo on all marketing and promotional materials as Presenting Sponsor
- Company logo in all online and email marketing and promotional materials
- Company logo in all press materials listed as Presenting Sponsor
- Company Opportunity to donate logo items for participant goody bags
- Company banners on display at walk site (banners provided by company)
- Company listed as a Presenting Sponsor in walk brochures
- Company recognized during opening and closing remarks at walk
- Recognized as Presenting Sponsor in the 2015 Annual Report and Newsletter
- 10 free registrations for your Business team

Making a Difference Sponsor \$3,000:

- Company logo on front page of walk website
- Company logo on back of walk T-shirts (second placement)
- Company logo on all marketing and promotional materials as Making A Difference Sponsor
- Company logo in all online and email marketing and promotional materials
- Company logo in all press materials listed as Making A Difference Sponsor
- Company products and/or information displayed at walk site
- Company banner on display at walk site (banner provided by company)
- Company listed as Making A Difference sponsor in walk brochures
- Company recognized during opening remarks at walk
- Recognized as Making A Difference Sponsor in the 2015 Annual Report and Newsletter
- 6 free registrations for your Business walk team

Delivering Hope Sponsor \$1,500:

- Company logo on front page of walk website
- Company logo on back of walk T-shirts (third placement)
- Company logo on all marketing and promotional materials as Delivering Hope Sponsor
- Company logo in all online and email marketing and promotional materials
- Company logo in all press materials listed as Delivering Hope Sponsor
- Company products and/or information displayed at walk site
- Company banner on display at walk site (banner provided by company)
- Company listed as Delivering Hope sponsor in walk brochures
- Company recognized during opening remarks at walk
- 4 free registrations for your Business walk team

Supporting Sponsor \$500:

- Company brochures/information displayed at walk
- Company listed as Supporting Sponsor in walk brochures
- 2 free registrations for your Business walk team

Sponsorships are tax deductible to the extent provided by law

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Fighting Rare Diseases to Make a Difference While Being Different.

Guardian Hands Yearly Events

"Signature Event"

Walk against Rare Diseases to create awareness and increase understanding and eliminate stigma:

- ❖ Provide needed medical treatment
- ❖ Educate community about rare diseases
- ❖ Fund "Support Programs" for people living with rare diseases and their families

"Community Impact Events"

- ❖ Feed needy families with a week's worth of groceries during Summer Vacation, Spring & Winter Breaks
- ❖ Keep youth with special needs off the streets through after school sports events
 - ❖ Collect, purchase and provide Back to school supplies

"Moments for Special Moms"

- ❖ Present Special Moms with Gift Certificate before Mother's Day Weekend
 - ❖ Voted nominees from Churches, Schools and Community Leaders

"Sing for a Cause"

- ❖ Karaoke event
- ❖ bring friends and families with special needs together as a support group

"Community Leaders Awards"

- ❖ Principal of the Year
- ❖ Physician of the year
- ❖ Police Officer of the Year
 - ❖ Mayor's Club

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Fighting Rare Diseases to Make a Difference While Being Different.

Sponsor Contract

Please print the following information:

Individual Name _____
Organization Name _____
Address _____ ZIP Code _____
Phone _____ email _____

Special Listing Instructions:

Please provide the following information that you would like listed in our printed materials.
Correct name of individual or firm to be used (must be filled in exactly as it should appear in all publicity, including capitals and abbreviations).

I would prefer not to be listed.

Please check one of the following Sponsorship Levels:

- \$5,000 Presenting Sponsor
 \$3,000 Making a Difference Sponsor
 \$1,500 Delivering Hope Sponsor
 \$500 Supporting Sponsor
 \$100 \$75 \$ 50 \$25 \$_____ other Donation

Donor Signature: _____

SPONSORS; please e-mail a camera-ready logo (**EPS file preferred**) or a **high-resolution JPEG** to Melisa Aponte/Director of Community Relations Melisa@GuardianHansds.org /786-274-2529.

Please make all checks payable to Rare Disease Walk

For questions, please reach: Grace Loeb/Founder Grace@GuardianHands.org / 305-321-6961
Melisa Aponte / Director of Community Relations / 786-274-2529

This contract must be completed and returned to Guardian Hands Foundation by **January 22nd** to be included on the Poster and/or the Walk T-shirt.

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Fighting Rare Diseases to Make a Difference While Being Different.



\$25
Registration
Fee

2ND ANNUAL WALK AGAINST RARE DISEASES

JOIN US FOR A BETTER CARE FOR THE 30 MILLION AMERICANS AFFECTED BY RARE DISEASES.

PRESENTED BY



La Colonia

MEDICAL CENTER

Tenaland, Florida

305-823-3312



COMPASS FINANCIAL
FEDERAL CREDIT UNION

Elite Support Care Inc.
Patience. Care is our Priority.



SATURDAY, FEBRUARY 28, 2015

WESTLAND GARDENS PARK 13501 N.W. 107TH AVE.

REGISTRATION STARTS AT 7:00AM

WALK STARTS AT 8:00AM

REGISTER ONLINE AT
WWW.GUARDIANHANDS.ORG
305.321.6961





City of Miami Springs, Florida
City Council Meeting

Regular Meeting Minutes
Monday, February 9, 2015 7:00 p.m.

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

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:09 p.m.

Present were the following:

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

City Manager Ronald K. Gorland
Assistant City Manager/Finance Director William Alonso
City Attorney Jan K. Seiden
Chief of Police Armando A. Guzman
City Clerk Erika Gonzalez-Santamaria

- 2. Invocation:** Vice Mayor Petralanda

Salute to the Flag: Students from Springview Elementary School led audience in the Pledge of Allegiance and Salute to the Flag

- 3. Awards & Presentations:**

- A) Certificate of Recognition for Tennis Program Director Manny Fabian

Mayor Garcia presented a Certificate of Recognition to tennis professional Manny Fabian for his dedicated service to the community and successfully operating the City's Tennis Program since February 2008.

Mr. Fabian thanked the Mayor, Council and Administration for allowing him this opportunity. He said that he and his Staff enjoy what they do and that makes it easy.

- B) Officer of the Month for December 2014 and Life Saving Award presented to Officer Justin B. Robbins

Chief of Police Guzman introduced Sergeant Thomas Kelly who read his nomination letter for the Officer of the Month award for December 2014.

Sergeant Kelly stated that he nominated Officer Justin B. Robbins for the Officer of the Month and the Life Saving award and also recommended a commendation for Officer Cheryl Mulet for responding to a call that involved a resident who suffered a heart attack. He said that Officer Robbins and Officer Mulet were able to obtain lifesaving information from the family that was crucial to the rescue and saving the victims life.

Officer Robbins stressed the importance of equipment and training in police work. He acknowledged Officer Mulet and Officer Fetters for their assistance and thanked the Sergeant for his commendation.

Chief of Police Guzman said that he is extremely impressed with the camaraderie and teamwork that all the shifts display.

C) Yard of the Month – February 2015 – Ann and Blake Modesitt – 27 Hunting Lodge Drive

Ann and Blake Modesitt were not present to receive their Certificate of Recognition for their yard being selected as the February Yard of the Month.

D) Presentation by the Miami Springs High School Engineering Club

Miami Springs Senior High School teacher Liset Icaza, sponsor of the Engineering Club, introduced Club President Austin Aguilar who explained the focus of the club is to educate students on the Science, Technology, Engineering and Math (STEM) Program. He said that they are working to engineer RFC cars to allow them to be faster and stronger. The Club competes against other schools nationwide and last year they placed sixth in the nation and first place in two Florida competitions.

Ms. Icaza stated that their goal is to inform the public about the club that will compete on March 13th at the Homestead Speedway with other schools in the District, and they hope to advance to the national level. She announced that they are holding a Mini Monster Jam fundraiser on Saturday, February 21st at the school and the community is welcome to support the club. Volunteers in the community are also needed to provide assistance to the Club.

E) Presentation of the Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending September 30, 2014 by Albarni, Caballero and Fierman

Andrew Fierman, Partner with Albarni, Caballero and Fierman, provided a brief presentation on the City's Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending September 30, 2014. He referred to the Certificate of Achievement for Excellence in Financial Reporting that was presented to the City by the Government Finance Officers Association.

Mr. Fierman reviewed the various sections of the CAFR. He noted that the Compliance Section includes the reports that are required under Generally Accepted Auditing Standards, as well as the Rules of the Auditor General of the State of Florida. They are pleased to report that they did not identify any significant deficiencies or material weaknesses in internal control, nor did their tests find any instances of non-compliance.

Mr. Fierman reported that they did not encounter any difficulties in performing or completing the audit; there were no disagreements with management and there were no misstatements requiring correction as a result of the audit. He thanked City Manager Gorland, Assistant City Manager/Finance Director Alonso, Controller Alicia Gonzalez and Staff for their cooperation and assistance throughout the entire process.

4. Open Forum: There were no members of the public who signed up to speak.

5. Approval of Council Minutes:

- A) January 21, 2015 – Special Meeting
- B) January 26, 2015 – Regular Meeting

Councilman Bain moved to approve the minutes of the January 21, 2015 Special Meeting and the January 26, 2015 Regular Meeting. Councilman Lob seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

6. Reports from Boards & Commissions:

- A) February 2, 2015 – Board of Adjustment – Approval of Actions Taken at their Meeting of February 2, 2015, Subject to the 10-day Appeal Period

Councilman Lob moved to approve. Councilman Bain seconded the motion.

City Attorney Seiden referred to one case involving a front-yard picket fence in which the owner was granted a variance, based on a recommendation that Council consider amending Section 150-013 (C) (1) of the City Code to allow wood as an approved material.

The motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

Councilman Bain moved to amend the Code to consider wood as an allowable material for front yard fences. Councilman Lob seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

7. Public Hearings: None

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

- A) Approval of the City Attorney's Invoice for January 2015 in the Amount of \$13,304.75

- B) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Sullivan Electric & Pump, Inc., utilizing Miami Dade County Bid #6819-5/17-1, on an "as needed basis" in the amount of \$5,000.00, for emergency repairs for pump stations at the Golf Course as funds were approved in the FY 14/15 budget, pursuant to Section §31.11 (E)(5) of the City Code

C) LETF Purchase - New Radar Equipment

1) Recommendation by the Police Department that Council approve an expenditure to Kustom Signals, Inc., using Miami-Dade County Contract Pricing #ABCW1200723, of \$5,032.00, for four (4) Automobile Falcon HR Moving and Stationary radar units, as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11 (E)(6)(c) of the City Code

2) Recommendation by the Police Department that Council approve an expenditure to Applied Concepts, Inc., as a sole source provider, of \$9,250.00, for four (4) Motorcycle Stalker Dual-SL radar units, as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11 (E)(6)(c) of the City Code

3) Recommendation by the Police Department that Council approve an expenditure to Petersons Harley-Davidson, as a sole source provider, of \$1,200.00, for radar installation/labor, as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11 (E)(6)(c) of the City Code

Councilman Bain moved to approve 8A through 8C (1-3). Councilman Lob seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

9. Old Business:

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

Councilman Lob confirmed his appointment of Ilia Molina to the Education Advisory Board for an unexpired term ending on May 31, 2015.

Mayor Garcia confirmed his appointment of Juan Molina to the Board of Adjustment/Zoning and Planning Board for an unexpired term ending on April 30, 2015.

B) Discussion on the Golf Cart Traffic Study

City Manager Gorland read the recommendation from the Finance Department that Council waive the competitive bid process and approve an expenditure to the Corradino Group in the amount of \$18,000 for the performance of a traffic study, as funds were approved in the FY 2014-15 budget, pursuant to Section 31.11 (E) (6) (g) of the City Code.

Councilman Windrem moved to approve. Councilman Lob seconded the motion. After discussion, the motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

10. New Business:

A) Update to Proposed Fund Balance Designation

Assistant City Manager/Finance Director Alonso referred to his memorandum outlining the proposed fund balance designations. He stated that for the Fiscal Year ending 2014, the available fund balance was \$4,263,646, which means there is a surplus of approximately \$548,261 that is available for Council to designate for different purposes, while still maintaining the 25% requirement for emergency reserves of \$3.5MM. He reviewed a list of recommended designations as follows:

1. Additional hurricane contingency - \$284,975
2. Additional funding for City Hall roof - \$27,000
3. Studio in Council Chambers for meeting broadcasts - \$10,000
4. Police staffing changes - \$13,000
5. City Hall A/C repairs and maintenance agreement - \$10,400
6. Fire Station A/C repairs and maintenance agreement - \$10,000
7. Tennis court resurfacing - \$25,000
8. Golf Course restrooms - \$35,000
9. New laptops for Police - \$8,000
10. Other citywide uses for Council determination - \$115,246

Assistant City Manager/Finance Director Alonso explained that the designations may be reduced, increased, transferred or otherwise cancelled by Council at any time. The purpose of the designations is to designate funds for future City needs and projects. The Administration recommends Council approval of the designations and the status will be monitored and reported to Council on an interim basis. He added that the recommendation includes additional projects for Council's consideration which are the installation of new decorative light poles at the Circle for \$300,000 and a new tot-lot for Prince Field for \$150,000.

To answer the Mayor's question, Mr. Alonso said that there are two items; the Police staffing changes and the City Hall A/C repair that are coming up on the agenda and the remainder of the items could wait.

Mr. Gorland said that even the A/C could wait, but the staffing changes should be addressed now, if possible.

By **consensus**, Council agreed to review the proposed fund balance designations, consult with Staff if they have additional items for the list, and be prepared to designate the surplus funds at the next Council meeting. The City Hall A/C and Police staffing will be addressed under the upcoming agenda Items 10B and 10H respectively.

B) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Trane, utilizing Miami-Dade County Bid #6046-2/12/2, in the amount of \$10,420.00 annually (to be paid in quarterly payments of \$2,605.00), for inspection and maintenance services to the City Hall Trane A/C unit as described in the scope of services agreement, pursuant to Section §31.11 (E)(5) of the City Code

Councilman Windrem moved to approve. Councilman Lob seconded the motion.

Councilman Windrem withdrew his motion and Councilman Lob withdrew his second. The item was deferred to the next meeting.

C) Resolution – A Resolution Of The City Council Of The City Of Miami Springs, Florida; Authorizing The Issuance Of City Of Miami Springs, Florida Capital Improvement Refunding Revenue Note, Series 2015 In The Principal Amount Of Not To Exceed \$7,600,000 To Finance Certain Capital Improvements; Providing That Such Note Shall Be A Limited Obligation Of The City Payable From Pledged Revenues As Provided Herein; Providing For The Rights, Securities And Remedies For The Owner Of Such Note; Making Certain Covenants And Agreements In Connection Therewith; Designating The Note For The Exception For Certain Tax-Exempt Obligations Contained In Section 265 Of The Internal Revenue Code Of 1986, As Amended; And Providing For An Effective Date.

City Attorney Seiden read the title of the resolution.

Nery Owens of 169 Corydon Drive addressed Council regarding this item.

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

D) Recommendation that Council Approve a one year extension of the Facility Agreement with Match Point Enterprises and Manny Fabian for Tennis Program

This item was considered after Agenda Item 3A.

City Manager Gorland clarified that the request is to approve a three-year extension of the Tennis Professional Agreement with Match Point Enterprises and Manny Fabian, instead of one-year as indicated on the agenda.

Councilman Windrem moved to approve. Councilman Bain seconded the motion.

Jacqueline Martinez Regueira of 400 Palmetto Drive spoke in favor of the item.

The motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

E) Recommendation that Council Approve a one year Facility Agreement with Miami Springs VG Optimist Club for Archery Range Program

City Manager Gorland introduced Mark Bain who was present representing the Optimist Club.

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

After brief discussion, the motion was carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain and Mayor Garcia voting Yes. Councilman Lob abstained.

City Attorney Seiden stated for the record that Councilman Lob left the dais and abstained from voting because he is a Director of the Miami Springs VG Optimist Club.

F) Recommendation that Council Approve an Extension of the Agreement with Curtiss Mansion Inc. to March 16, 2020

City Manager Gorland requested Council approve an extension of an Agreement with Curtiss Mansion Inc. (CMI), to June 8, 2020, instead of March 16, 2020. He said that CMI President Jo Ellen Phillips was present to address any questions.

Councilman Lob moved to approve. Vice Mayor Petralanda seconded the motion.

City Attorney Seiden clarified that the extension would be effective as soon as the original lease terminates.

CMI President Jo Ellen Phillips answered Council's questions to their satisfaction.

After discussion, the motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

G) Consideration of the Board of Parks and Parkways Recommendations for the Yard of the Month Awards for February, March, and April 2015

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

H) Recommendation that Council Approve requested transitional Police staffing changes

City Manager Gorland read the recommendation for two temporary Police Department Lieutenant additions to Staff for the remainder of the 2015 calendar year in order to address morale and Command Staff readiness. The net cost of the succession planning request is \$12,076.00.

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

Chief of Police Guzman answered Council's questions regarding the staffing recommendation, explaining his intent is to promote from within the Department, as part of the succession plan.

The motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

I) Request by the Relay for Life event organizers for their annual 12 hour fund-raising event to be held on the Circle Saturday, March 7th

Councilman Windrem moved to approve the request. Councilman Bain seconded the motion.

Suzanne Wolar of 1024 Raven Avenue presented the request to move the Relay for Life event back to the Circle, instead of holding it on the first block of Curtiss Parkway, and to close the traffic around the Circle during the event.

After discussion, the motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

J) Recommendation by Police Department that Council authorize issuing a purchase order to Don Reid Ford, Inc., utilizing Florida Sheriff's Association Bid Award Announcement #14-22-0904 in the amount of \$26,342.00, for a 2015 Ford Police Interceptor Utility AWD (K8A) vehicle, pursuant to Section §31.11 (E)(5) of the City Code

This agenda item was originally Agenda Item 8D and was moved to New Business during the meeting. City Manager Gorland read the title of the recommendation.

K) Recommendation by Police Department that Council approve the execution of a two year lease agreement with Peterson's Harley Davidson of Miami, for four new fully equipped police motorcycles, as a sole source provider, in the amount of \$2,500 (consists of \$48,000 lease cost for two years less \$45,500 trade in values of the six motorcycles currently owned by the City), pursuant to Section §31.11 (E)(6)(c) of the City Code

This agenda item was originally Agenda Item 8E and was moved to New Business during the meeting. City Manager Gorland read the title of the recommendation.

Councilman Windrem moved to approve Agenda Items 10J and 10K and Councilman Lob seconded the motion.

Councilman Windrem amended his motion to approve Agenda Items 10J and 10K, subject to additional information from the Finance Department and the Chief of Police about the inclusion of radar equipment. Councilman Lob seconded the amended motion.

After discussion, the motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

11. Other Business: None

12. Reports & Recommendations:

A) City Attorney

The City Attorney had no report at this time.

B) City Manager

City Manager Gorland reminded everyone that there are many upcoming activities during the months of February, March and April and to check the River Cities Gazette and the City's website for more information.

C) City Council

Councilman Bain reported that he lost a friend and supporter, Bobby Schwinger, who passed away Sunday morning. Bobby was also a close friend of his son Jon and he will be missed.

Vice Mayor Petralanda had a great time at the "Taste of the Springs" that was held yesterday. He thanked the organizers of the event and the Miami Springs Senior High School Math Club.

Councilman Lob reported that he and Councilman Bain attended the Miami-Dade County League of Cities Installation Dinner. They had a wonderful time and were glad to represent the City. He mentioned that the Optimist Club Archery Program is a wonderful activity and a good usage of the land at the Golf Course.

Councilman Windrem announced that the Lions Club will hold a Lasagna Dinner on February 21st to support the Relay for Life. He wished his father Happy Birthday. He reminded everyone to attend the Farmers Market held every Saturday where he is playing his guitar to help attract business for Ray's Guitars. He said that Bob Schwinger was a great colleague and fellow realtor who was easy to deal with and he will be missed.

Mayor Garcia announced that it is Girl Scout cookie time, which makes it hard to stay on a diet. He encouraged everyone to stop by Milam's Market, not only to purchase cookies, but also to support the fundraising event being held until February 11th for the Geiger Memorial Monument. Milam's is matching donations dollar for dollar up to \$3,000.00.

Mayor Garcia said that Bob Schwinger would not want anyone to be sad over his passing. Mr. Schwinger had the best interest in Miami Springs; he loved the City and was a fellow Rotarian. The Mayor said that he loved Bob dearly; Bob did not mince words and will definitely be missed. He expressed his condolences and hopes that Bob rests in peace.

13. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:49 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This ___ day of _____, 2015.*

Zavier M. Garcia, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF

THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: 2/23/2015

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

Via: Ron Gorland, City Manager

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

Subject: Leasing a range ball picker golf cart with Yamaha Motor Corporation

RECOMMENDATION:

Recommendation by the Golf and Country Club Department that Council waive the competitive bid process and approve an expenditure to Yamaha Motor Corporation, in an amount of \$8,160.00 (\$170.00 per month) for the leasing of a gas powered range picker over a four year period (by adding to the remainder our current master lease agreement of our golf carts with Yamaha), as funds are available in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION:

The current range picker that is used at the driving range to pick up balls is over 7 years old and in poor condition. The ongoing maintenance costs of keeping this unit running is significant and it makes financial sense to replace it at this time. Yamaha Motor Corporation has offered to add this unit to our existing lease for the golf carts at an additional cost of \$170.00 per month on a 48 month lease. Annual cost is \$2,040.00 and total cost over 48 months is \$8,160.00.

FISCAL IMPACT: For FY14-15 the cost is \$1,190.00, thereafter it is \$2,040.00 annually for the remaining terms of the lease. Funds are available in my Rentals and Leases line item for \$1,190.00 which covers the remaining seven months until September 30, 2015.

Submission Date and Time: 2/18/2015 11:07 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|---|
| Department: <u>Golf and Country Club</u> | Dept. Head: _____ | Dept./ Desc.: <u>Rentals and Leases</u> |
| Prepared by: <u>Paul O'Dell</u> | Procurement: _____ | Account No.: <u>001-5707-572-44-00</u> |
| Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Asst. City Mgr.: _____ | Additional Funding: <u>n/a</u> |
| Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City Manager: _____ | Amount previously approved: \$ <u>-0-</u> |
| | Attorney: _____ | Current request: \$ <u>8,160</u> |
| | | Total vendor amount: \$ <u>8,160</u> |



YAMAHA MOTOR CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

February 9, 2015

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

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 1 YT2A
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #110943
Request for Insurance
Certificate of Acceptance
Invoice For First Payment

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

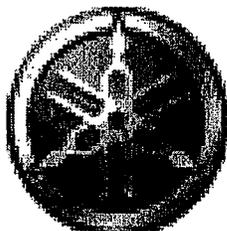
We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

A handwritten signature in black ink that appears to read "Joshua Lee".

Joshua Lee

YAMAHA
Commercial Customer Finance



YAMAHA

Commercial Customer Finance

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated February 9, 2015, between **YAMAHA MOTOR CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF MIAMI SPRINGS** having its principal office at 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 331665289 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP"), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying date of the Equipment.
5. **Location, and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall, upon request of Lessor, furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in leased property.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, with limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) default by Lessee in the performance of any other material term, covenant or condition of this Lease, any for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor or any of its assignees hereunder; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment. No delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 26 below, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Status of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF MIAMI SPRINGS

as Lessee

YAMAHA MOTOR CORPORATION, U.S.A. as Lessor

✗ By: _____

By: _____

✗ Print Name: _____

Print Name: Kim Ruiz

✗ Title: _____

Title: Vice President

EXHIBIT A
EQUIPMENT SCHEDULE # 110943

Dated 02/09/2015

1. This Schedule covers the following property ("Equipment"):
1 YT2A GOLF CAR
2. Location of Equipment:
MIAMI SPRINGS GOLF AND COUNTRY CLUB
650 CURTISS PARKWAY
MIAMI SPRINGS, FL 33166
3. The Lease term for the Equipment described herein shall commence on March 15, 2015 and shall consist of 48 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
48 MONTHLY PAYMENTS IN THE AMOUNT OF \$170.00 (APPLICABLE TAXES TO BE BILLED).
STARTING MARCH 2015 AND ENDING FEBRUARY 2019. DUE THE 15TH DAY OF
THE MONTH AS FOLLOWS:

| | | | | |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| Mar-15 \$170.00 | Jan-16 \$170.00 | Jan-17 \$170.00 | Jan-18 \$170.00 | Jan-19 \$170.00 |
| Apr-15 \$170.00 | Feb-16 \$170.00 | Feb-17 \$170.00 | Feb-18 \$170.00 | Feb-19 \$170.00 |
| May-15 \$170.00 | Mar-16 \$170.00 | Mar-17 \$170.00 | Mar-18 \$170.00 | |
| Jun-15 \$170.00 | Apr-16 \$170.00 | Apr-17 \$170.00 | Apr-18 \$170.00 | |
| Jul-15 \$170.00 | May-16 \$170.00 | May-17 \$170.00 | May-18 \$170.00 | |
| Aug-15 \$170.00 | Jun-16 \$170.00 | Jun-17 \$170.00 | Jun-18 \$170.00 | |
| Sep-15 \$170.00 | Jul-16 \$170.00 | Jul-17 \$170.00 | Jul-18 \$170.00 | |
| Oct-15 \$170.00 | Aug-16 \$170.00 | Aug-17 \$170.00 | Aug-18 \$170.00 | |
| Nov-15 \$170.00 | Sep-16 \$170.00 | Sep-17 \$170.00 | Sep-18 \$170.00 | |
| Dec-15 \$170.00 | Oct-16 \$170.00 | Oct-17 \$170.00 | Oct-18 \$170.00 | |
| | Nov-16 \$170.00 | Nov-17 \$170.00 | Nov-18 \$170.00 | |
| | Dec-16 \$170.00 | Dec-17 \$170.00 | Dec-18 \$170.00 | |

5. Interest Factor: 4.200 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement.

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of the lease agreement. Service is the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Master Lease Agreement shall not relieve Lessee of the responsibilities under the Master Lease Agreement.

Signed Counterparts: The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

This Equipment Schedule is issued pursuant to the Master Lease dated, February 09, 2015 (the "Lease"). All of the terms and conditions, representations and warranties of the Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule and this Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF MIAMI SPRINGS

LESSOR: YAMAHA MOTOR CORPORATION, U.S.A.

✗ By: _____
Signature

By: _____
Kim Ruiz

✗ Name: _____
Type or Print

Name: _____
Vice President

✗ Title: _____

Title: _____



YAMAHA

Miami Springs Golf & Country Club

Initialed By: _____

AMORTIZATION SCHEDULE FOR MUNICIPALITY

MUNICIPAL LEASE AGREEMENT

LESSEE: Miami Springs Golf & Country Club

EQUIPMENT SCHEDULE # 110943

Yield: 4.200%

| Mon # | Due Date | Payment | Interest |
|----------------|----------|-----------------|---------------|
| 1 | 03/15/15 | 170.00 | 28.19 |
| 2 | 04/15/15 | 170.00 | 27.71 |
| 3 | 05/15/15 | 170.00 | 27.23 |
| 4 | 06/15/15 | 170.00 | 26.75 |
| 5 | 07/15/15 | 170.00 | 26.27 |
| 6 | 08/15/15 | 170.00 | 25.78 |
| 7 | 09/15/15 | 170.00 | 25.30 |
| 8 | 10/15/15 | 170.00 | 24.81 |
| 9 | 11/15/15 | 170.00 | 24.32 |
| 10 | 12/15/15 | 170.00 | 23.83 |
| 11 | 01/15/16 | 170.00 | 23.34 |
| 12 | 02/15/16 | 170.00 | 22.85 |
| 13 | 03/15/16 | 170.00 | 22.35 |
| 14 | 04/15/16 | 170.00 | 21.85 |
| 15 | 05/15/16 | 170.00 | 21.35 |
| 16 | 06/15/16 | 170.00 | 20.85 |
| 17 | 07/15/16 | 170.00 | 20.35 |
| 18 | 08/15/16 | 170.00 | 19.85 |
| 19 | 09/15/16 | 170.00 | 19.34 |
| 20 | 10/15/16 | 170.00 | 18.83 |
| 21 | 11/15/16 | 170.00 | 18.33 |
| 22 | 12/15/16 | 170.00 | 17.81 |
| 23 | 01/15/17 | 170.00 | 17.30 |
| 24 | 02/15/17 | 170.00 | 16.79 |
| 25 | 03/15/17 | 170.00 | 16.27 |
| 26 | 04/15/17 | 170.00 | 15.75 |
| 27 | 05/15/17 | 170.00 | 15.23 |
| 28 | 06/15/17 | 170.00 | 14.71 |
| 29 | 07/15/17 | 170.00 | 14.19 |
| 30 | 08/15/17 | 170.00 | 13.67 |
| 31 | 09/15/17 | 170.00 | 13.14 |
| 32 | 10/15/17 | 170.00 | 12.61 |
| 33 | 11/15/17 | 170.00 | 12.08 |
| 34 | 12/15/17 | 170.00 | 11.55 |
| 35 | 01/15/18 | 170.00 | 11.02 |
| 36 | 02/15/18 | 170.00 | 10.48 |
| 37 | 03/15/18 | 170.00 | 9.94 |
| 38 | 04/15/18 | 170.00 | 9.41 |
| 39 | 05/15/18 | 170.00 | 8.86 |
| 40 | 06/15/18 | 170.00 | 8.32 |
| 41 | 07/15/18 | 170.00 | 7.78 |
| 42 | 08/15/18 | 170.00 | 7.23 |
| 43 | 09/15/18 | 170.00 | 6.68 |
| 44 | 10/15/18 | 170.00 | 6.13 |
| 45 | 11/15/18 | 170.00 | 5.58 |
| 46 | 12/15/18 | 170.00 | 5.03 |
| 47 | 01/15/19 | 170.00 | 4.47 |
| 48 | 02/15/19 | 170.00 | 3.92 |
| Totals: | | 8,160.00 | 785.45 |

YAMAHA MOTOR CORPORATION, U.S.A.

COMMERCIAL CUSTOMER FINANCE
6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363
E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

February 09, 2015

FLORIDA LEAGUE CITIES-DEPT INSURANCE

ADDRESS: PO BOX 530065 PUBLIC RISK SERVICES

DRollins@flcities.com

Please Reference our Quote# 110943

ORLANDO, FL 32853

PHONE: (407) 367-1798

FAX: DRollins@flcities.com

RE: MIAMI SPRINGS GOLF AND COUNTRY CLUB

✗ (Customer) Account # _____

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha as an **ADDITIONAL INSURED** with the proceeds to be payable first on the Behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance shall **not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation, U.S.A.
Attn: Commercial Customer Finance
6555 Katella Ave
Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

1 YT2A GOLF CAR

CITY OF MIAMI SPRINGS

(Name of Debtor/Lessee)

Equipment Location:

650 CURTISS PARKWAY

✗ By: _____
(Signature of Authorized Officer)

MIAMI SPRINGS, FL 33166

✗ Title: _____



AGENDA MEMORANDUM

Meeting Date: 2/23/2015
To: The Honorable Mayor Xavier Garcia and Members of the City Council
Via: Ron Gorland, City Manager
From: Tom Nash, Public Works Director
Subject: Increase blanket Purchase Order

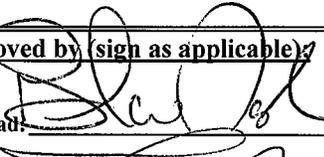
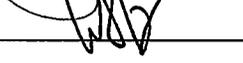
RECOMMENDATION:

Recommendation by Public Works that Council allow this issuance of a Change Order to Nextran Truck Center, utilizing Miami Dade County contract # 5380-6/14-6, in an amount not to exceed \$23,500.00 for truck parts and repairs, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION:

Due to frequency and type of mechanical failures, we have exhausted our original amount of \$6,500.00 for parts and labor.

Submission Date and Time: 2/18/2015 11:31 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|---|
| Department: <u>Public Works</u> | Dept. Head:  | Dept./ Desc.: <u>Sanitation Fleet Maintenance</u> |
| Prepared by: <u>Rosita Hernandez</u> | Procurement:  | Account No.: <u>430-3401-534-4510</u> |
| Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Asst. City Mgr.:  | Additional Funding: _____ |
| Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City Manager: _____ | Amount previously approved: \$ <u>6,500.00</u> |
| | Attorney: _____ | Current request: \$ <u>23,500.00</u> |
| | | Total vendor amount: \$ <u>30,000.00</u> |

VENDOR NAME: NEXTRAN CORPORATION
 DBA: NEXTRAN TRUCK CENTER MI/
 FEIN: 593139839 SUFFIX: 01 33166
 STREET: 6801 NW 74 AVENUE CITY: MIAMI ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: 800-964-6225

VENDOR INFORMATION:

CERTIFIED VENDOR

ASSIGNED MEASURES

Local Vendor:

| | | |
|------------|------------------|-------------------------|
| SBE | Set Aside | Bid Pref. |
| Micro Ent. | Selection Factor | Goal |
| Other: | | Vendor Record Verified? |

Vendor Contacts:

| Name | Phone1 | Phone2 | Fax | Email Address |
|-----------------------------|--------------|--------------|--------------|-------------------------|
| FRANCISCO BLANCO, GEN. MGR. | 305-883-8506 | 800-964-6225 | 305-883-5125 | FBLANCO@NEXTRANCORP.COM |

VENDOR NAME: HALL-MARK FIRE APPARATUS INC
 DBA:
 FEIN: 593179036 SUFFIX: 02 34475
 STREET: 3431 NW 27 AVE CITY: OCALA ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET45 TOLL PHONE: 800-524-6072

VENDOR INFORMATION:

CERTIFIED VENDOR

ASSIGNED MEASURES

Local Vendor:

| | | |
|------------|------------------|-------------------------|
| SBE | Set Aside | Bid Pref. |
| Micro Ent. | Selection Factor | Goal |
| Other: | | Vendor Record Verified? |

Vendor Contacts:

| Name | Phone1 | Phone2 | Fax | Email Address |
|--------------|--------------|--------------|--------------|--------------------------|
| ROBERT HEALY | 352-629-6305 | 800-524-6072 | 352-629-3471 | LHEALD@HALL-MARKFIRE.COM |



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

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Erika Gonzalez-Santamaria, City Clerk
DATE: February 19, 2015
SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

| <u>APPOINTMENT COUNCILMEMBER</u> | <u>CURRENT MEMBER</u> | <u>NEW TERM EXPIRES</u> | <u>ORIGINAL APPOINTMENT DATE</u> | <u>LAST APPOINTMENT DATE</u> |
|---|---------------------------|---------------------------------|--|--------------------------------------|
| <u>Board of Adjustment/Zoning and Planning Board</u> | | | | |
| Mayor Xavier Garcia | Juan Molina | 04-30-2015 | 01-29-2015 | 01-29-2015 |
| 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 |
| Vice Mayor Petralanda-Group 4 | Manuel Pérez-Vichot | 04-30-2017 | 12-14-1998 | 04-25-2011 |
| Vice Mayor Petralanda-Group 4 | Michael White* | 10-31-2015 | VACANT | VACANT |
| <u>Code Review Board</u> | | | | |
| Mayor Xavier Garcia | Connie Kostyra* | 04-30-2015 | VACANT | VACANT |
| Councilman Bain – Group 2 | Arthur Freyre | 04-30-2017 | 05-19-2009 | 05-09-2011 |
| Councilman Lob – Group 3 | Dan Dorrego | 04-30-2016 | 08-11-2003 | 05-24-2010 |
| Vice Mayor Petralanda-Group 4 | Jana Armstrong | 04-30-2016 | 06-11-2001 | 05-10-2010 |
| <u>Disability Advisory Board</u> | | | | |
| Mayor Xavier Garcia | Charlene Anderson* | 12-31-2016 | VACANT | VACANT |
| Councilman Windrem – Group 1 | Catherine Stadnik | 12-31-2016 | 12-14-1998 | 02-14-2011 |
| Councilman Lob – Group 3 | Richard Barnes | 12-31-2016 | 05-11-2009 | 01-24-2011 |
| Vice Mayor Petralanda Group 4 | Roslyn Buckner | 12-31-2016 | 03-26-2012 | 03-26-2012 |
| <u>Education Advisory Board</u> | | | | |
| Mayor Xavier Garcia | Alyssa C. Roelans | 05-31-2015 | 02-17-2015 | 02-17-2015 |
| Councilman Windrem – Group 1 | VACANT | 05-31-2015 | VACANT | VACANT |
| Councilman Bain – Group 2 | Dr. Mara Zapata | 05-31-2015 | 06-13-2011 | 06-13-2011 |
| Councilman Lob – Group 3 | Ilia Molina | 05-31-2015 | 02-05-2015 | 02-05-2015 |
| Vice Mayor Petralanda -Group 4 | Kim Werner | 05-31-2015 | 05-13-2013 | 05-13-2013 |
| <u>Board of Parks & Parkways</u> | | | | |
| Mayor Xavier Garcia | Eric Richey | 04-30-2015 | 02-13-1989 | 04-09-2012 |
| Councilman Windrem – Group 1 | Tammy K. Johnston | 04-30-2015 | 04-27-2006 | 04-09-2012 |
| Councilman Bain – Group 2 | Lynne V. Brooks | 04-30-2015 | 08-08-2011 | 04-09-2012 |
| Councilman Lob – Group 3 | Irene Priess | 04-30-2017 | 08-13-2001 | 04-25-2011 |
| Vice Mayor Petralanda-Group 4 | Jean Ansbaugh* | 04-30-2017 | VACANT | VACANT |
| <u>Recreation Commission</u> | | | | |
| Mayor Xavier Garcia | E. Jorge Santin | 04-30-2016 | 04-14-2008 | 12-13-2010 |
| Councilman Bain – Group 2 | Dr. Stephanie Kondy***** | 04-30-2017 | 06-13-2005 | 09-10-2012 |
| Councilman Lob – Group 3 | Clark Rinehart* | 04-30-2015 | VACANT | VACANT |
| Vice Mayor Petralanda-Group 4 | Alexander Anthony | 04-30-2016 | 08-12-2013 | 08-12-2013 |

- * Connie Kostyra resigned on April 28, 2011.
Charlene Anderson resigned on June 6, 2011.
Michael White resigned on August 18, 2014.
Clark Rinehart resigned on January 10, 2015
Jean Ansbaugh resigned on September 10, 2014

***** Recreation Commission – Council confirmation required per §32.05 (A)..... “No commission member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.”



AGENDA MEMORANDUM

Meeting Date: February 23, 2015

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

Via: Ron Gorland, City Manager *[Signature]*

From: William Alonso, Assistant City Manager/ Finance Director *[Signature]*

Subject: Update to Proposed Fund Balance designations

Since we have now completed our audit of our financial statements for FY2014 and have been informed by our Auditors that there will be no adjustments to our figures, we are providing you with the attached "Proposed Fund Balance Designations" in an effort to update these designations for FY2015. As you can see from this report, we finished FY2014 with an available fund balance of \$4,263,646. This means that we have a surplus of \$763,646 that Council may designate for different purposes while we still maintain our 25% requirement for emergency reserves (\$3.5 million).

We are provided a listing of some designations the Administration is recommending so that Council may discuss these and make any additions or changes:

| | |
|--|------------------|
| 1. Hurricane Contingency | \$500,000 |
| 2. Additional funding for City Hall Roof | 27,000 |
| 3. Studio in Council Chambers for meeting broadcasts | 10,000 |
| 4. Police Staffing changes | 12,100 |
| 5. A/C Repairs and maintenance agreement City Hall | 10 400 |
| 6. Tennis courts resurfacing | 25,000 |
| 7. Golf Course restrooms | 35,000 |
| 8. Racquetball maintenance | 10.000 |
| 9. New laptops for Police | 10,000 |
| 10. Other citywide uses (Council to determine) | <u>124,146</u> |
| Total designations | <u>\$763,646</u> |

The attached report also provides some additional items for Council consideration totaling approx. \$622,500.

These Council designations may be reduced, increased, transferred, or otherwise cancelled by the Council at anytime. The purpose of the designations is to designate funds for future needs and projects of the City. It also ensures that residents and/or outside third parties understand that the City is planning for the future needs of the community and how to fund for those needs.

The GFOA recommends that a minimum of 15% of annual expenses be maintained as an undesignated, unrestricted fund balance. However, higher percentages should be used in those areas designated high risk to natural disasters, that is why after these designations Miami Springs will have approximately 25% of annual expenditures as undesignated, unrestricted fund balance.

We recommend that Council approve these designations. We will monitor and report to council on an interim basis as to the status of the designations.

Please remember that these are only designations of funds and not an authorization to spend them. Council will approve any usage of funds from these designations before expenditures are incurred.

CITY OF MIAMI SPRINGS
 PROPOSED GENERAL FUND BALANCE DESIGNATIONS
 PROJECTED FISCAL YEAR 2014-2015

| DESIGNATION | Actual Balance 9/30/2014 | FY2014-15 Additions | FY2014-15 Reductions | Projected Balance 9/30/2015 | Department Requesting | Timeline | Priority |
|--|--------------------------|---------------------|----------------------|-----------------------------|-----------------------|----------|----------|
| 1) Additional Contingency-Hurricane Costs (over and above the 25% reserve requirement) | 215,025 | 284,975 | 0 | 500,000 | Council | | |
| 2) City Hall Roof (we have \$90,000 budgeted in FY14-15 the estimates are coming in at \$117K so we are short \$27K) | - | 27,000 | - | 27,000 | PW | FY14-15 | High |
| 3) Council Studio for televising meetings | - | 10,000 | - | 10,000 | City Clerk | FY14-15 | High |
| 4) Police Staffing Changes | - | 12,100 | - | 12,100 | Police | FY14-15 | High |
| 5) Purchase new laptops for police | - | 10,000 | - | 10,000 | Police | FY14-15 | High |
| 6) A/C Repair and maintenance agreement city hall | - | 10,400 | - | 10,400 | PW | FY14-15 | High |
| 7) Tennis Courts re-surfaced | - | 25,000 | - | 25,000 | Recreation | FY15-16 | Medium |
| 8) Racquetball court maintenance | - | 10,000 | - | 10,000 | Recreation | FY15-16 | Medium |
| 9) Purchase of 2 pre-fab restrooms for the golf course-pending approval to hook up to existing septic tanks. | - | 35,000 | - | 35,000 | Golf Course | FY14-15 | High |
| 10) Excess(deficit) funds available for designation | - | 124,146 | - | 124,146 | | | |

| | | | | |
|---|------------|------------|------|--------------|
| Total proposed designations | \$ 215,025 | \$ 548,621 | \$ - | \$ 763,646 |
| Total Available Fund Balance | 4,263,646 | - | - | 4,263,646 |
| Unrestricted, Undesignated fund Balance | 4,048,621 | - | - | 3,500,000 |
| 25% of FY14-15 Operating expenditures..... | | | | \$ 3,500,000 |
| Excess(deficit) funds available for designation | | | | \$ (0) |

| Other possible uses: | Recommended by: | Priority |
|---|--------------------|----------|
| 1) New decorative poles at Circle | Public Works | Low |
| 2) Tot Lot at Prince Field | Recreation | High |
| 3) 1% reduction in Police Officer pension contributions for 1 year | Mayor Garcia | High |
| 4) Continuation of three Senior Programs being funded with grant funds which end June 30, 2015-This would continue programs until September 30, 2015. | Councilman Windrem | High |
| 5) Golf cart street operation traffic signage | Mayor Garcia | Low |
| 6) Irrigation upgrades and flower planting on Curtis Pkwy | Mayor Garcia | Low |
| TOTAL | | |

Cost is \$11,000 less a donation from Commissioner Sosa of \$2000 (\$60,000 for irrigation and \$45,000 for soil and plants)



AGENDA MEMORANDUM

Meeting Date: 2/23/2015

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

Via: Ron Gorland, City Manager *Ron*
William Alonso, Asst. City Manager/ Finance Director *WAL*

From: Tammy Romero, Professional Services Supervisor *TR*

Subject: Authorization to Execute AIA Agreement with Lunacon for the Aquatic Center Project

Recommendation:

Recommendation that Council authorize staff to execute the AIA agreement with Lunacon Engineering Group Corp., d/b/a Lunacon Construction Group for the Design Build Aquatic Center Project.

Discussion:

At the Special Meeting of January 21st, 2015 Council authorized staff to begin negotiations of a contract with Lunacon Construction Group after being chosen the top ranked Design Build construction company for the new Aquatic Facility Project.

City staff (Ron Gorland, William Alonso, Omar Luna and Tammy Romero), Jan Seiden (City Attorney), Jorge Ferrer (Consultant with Bermello Ajamil) and Tiffany Hurwitz (AIA contract attorney with Siegfried, Rivera, Hyman, Lerner, De La Torre, Mars and Sobel, P.A.) met with Lunacon personnel on four separate occasions (January 29th, February 3rd, February 4th and February 17th) to begin negotiations of a contract. In addition, there were multiple conference calls and emails exchanged to talk about final pool design, site orientation, alternates to be included in contract such as: total of 6 lap lanes, large pool slide, window treatments, building/pool furniture and playground equipment, permitting processes, AIA contract language and exhibits, insurance requirements and process for direct purchase of equipment should the City choose.

Tiffany and staff are finalizing the AIA agreement along with pertinent exhibits to the contract and we anticipate being able to provide Council with a copy of the final document at Monday nights meeting.



AGENDA MEMORANDUM

Meeting Date: February 23, 2015

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

From: Ron Gorland, City Manager *Ron Gorland*

Subject: Reconsideration of the Cancer Relay Organizer's Request for a "Partial Circle Closing" for the Relay for Life Cancer Fund-raiser Event to be Held March 7th

Regarding Subject, attached for Council review are the following items:

1. Feb. 23, 2015 Police Chief Guzman's Circle Traffic Flow Recommendation
2. Feb. 9, 2015 Subject Agenda Item related Council Minutes
3. Dec. 9, 2013 Subject Agenda Item related Council Minutes



AGENDA MEMORANDUM

Meeting Date: February 23, 2015

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

Via: Ron Gorland, City Manager *Ron*

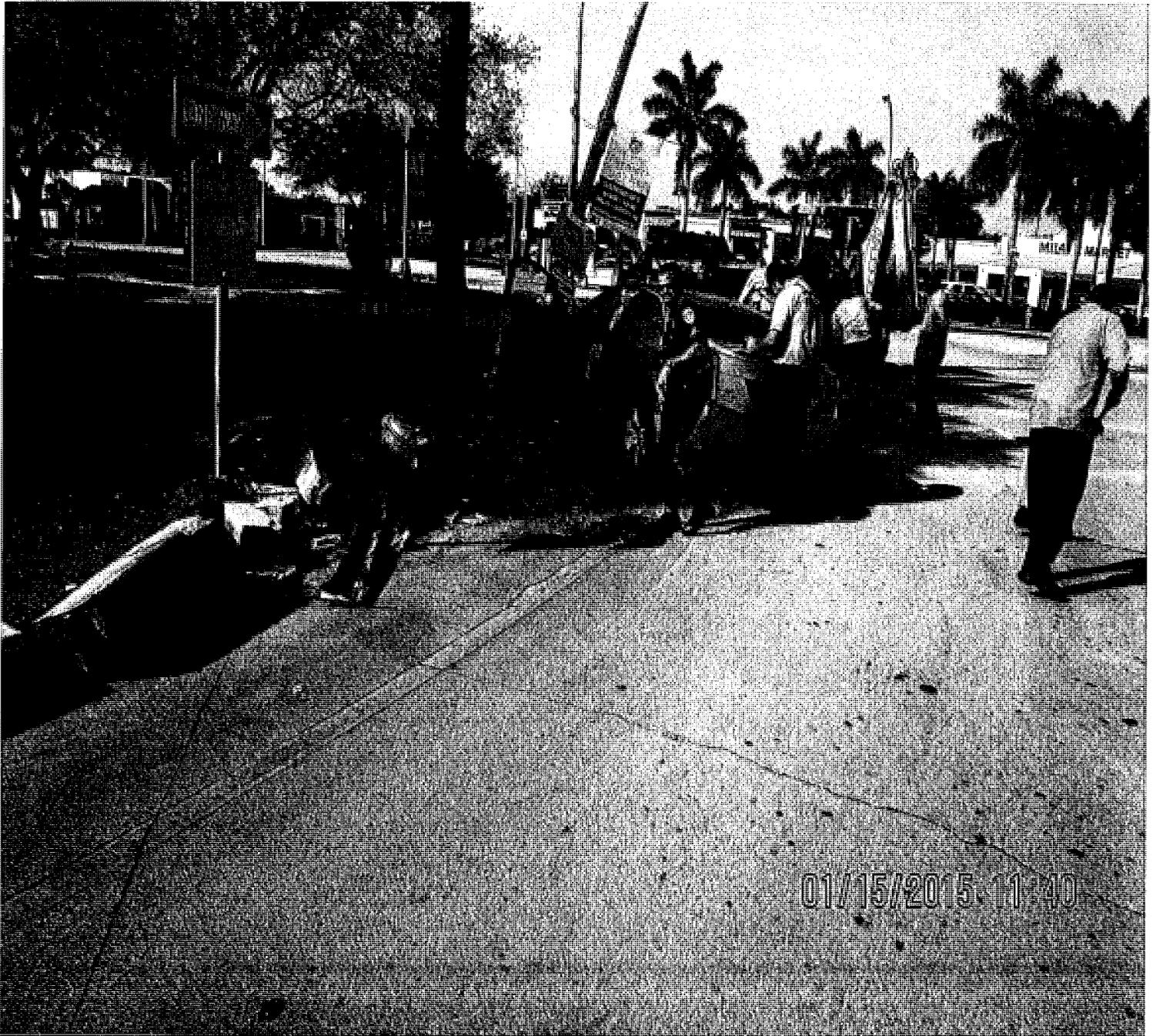
From: Armando Guzman, Chief of Police

Subject: Reconsideration of the Cancer Relay Organizer's for "Partial Circle Closing" for Relay for Life Fund-raiser Event , March 7th , 2015.

After reviewing the request for the partial closure of the Curtis Circle for the Relay for Life event with MSPD Staff I stand by my original recommendation against the partial closure and maintaining traffic flow on the remaining lane. As previously mentioned the funneling of all pedestrian flow to one main secure walkway would involve a large number of police personnel and barricades and would not guarantee total control of 360 degree pedestrian flow into or out of the event. This would not prevent a possible traffic accident, as pictured below, possibly placing the City and the Relay for Life organization in a position of liability. In any case, a full closure or partial closure would entail signage, pedestrian notifications, business notifications, traffic detours, barricades and numerous police personnel to monitor and control vehicular and pedestrian traffic around the event for the duration of the Relay for Life Event.



01/15/2015 11:43







01/15/2015 11:41

**ACCIDENTS IN THE AREA AROUND CURTISS CIRCLE
2014-2015**

| <u>DATE</u> | <u>CASE #</u> | <u>LOCATION</u> | <u>INCIDENT</u> |
|-------------|---------------|----------------------------|---|
| 02/14/2015 | 1500255 | 650 Curtiss Parkway | Car hit tree |
| 01/31/2015 | 1500167 | 500 Block of Curtiss Pkwy | Car hit light pole (DUI) |
| 01/15/2015 | 1500084 | Curtiss Circle | Car hit pole/wires down/ *driver injured |
| 05/05/2014 | 1400753 | Curtiss Pkwy/Canal Street | Rim fell off car |
| 04/13/2014 | 1400611 | Curtiss Circle | A vehicle drove around barricades during the River Cities Festival (DUI) |
| 03/13/2014 | 1400420 | Curtiss Pkwy/Hunting Lodge | Car hit tree |
| 02/02/2014 | 1400187 | 700 Block of Curtiss Pkwy | Truck hit light pole |

Circle Closures 2010 – 2015

| Event | # of days closed Per year | days closed since 2010 |
|--------------------------------|--------------------------------------|-----------------------------------|
| 1. River Cities Festival | 3 | 15 |
| 2. Relay For Life | 1 | 4 (excluding 2014) |
| 3. Christmas at the Gazebo | 1 | 5 |
| 4. Classic car show (July) | 1 | 5 |
| 5. Classic car show (December) | 1 | 5 |
| Totals | 7 | 34 |

Since 2010 there have been a total of 24 circle closures for the above listed events. The total number of days the circle has been closed since 2010 is 34.



AGENDA MEMORANDUM

Meeting Date: February 9, 2015

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

Via: Ron Gorland, City Manager *Ron*

From: Susan Baan,
Relay for Life Event Chair

Subject: Request by the Relay for Life event organizers for their annual 12 hour fund-raising event to be held on the Circle Saturday, March 7th

Recommendation:

Per attached email exchanges, the City Administration and MSPD recommend against moving this event back to the Circle and that we support it being held again at the location of the Farmers' Market (which will move for this date only to the site of the Pumpkin Patch as it did last year) for the following reasons:

- This event was moved last year off the Circle by Council because too many long-hour events were being held on the Circle (this one is 12 hours) which were becoming a financial hardship to our Circle merchants
- MSPD reviewed the proposed traffic flow and is advising against the closing off of two lanes of Curtiss Parkway and maintaining traffic flow on the remaining lane. There is no possible way to control the 360 degree pedestrian flow. Barricading would not prevent a possible traffic accident involving the participants of this event and could possibly place the City in a position of liability. If the event is to be held on the Circle then a full shutdown is recommended to optimize overall safety. Both options would entail signage pedestrian notifications, business notifications, traffic detours and numerous police personnel to monitor and control vehicular and pedestrian traffic around the event.

MDCCPTA Relay for Life Service Project Chair



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OF BIRTHDAYS!

In a message dated 1/29/2015 12:11:09 P.M. Eastern Standard Time, gorlandr@miamisprings-fl.gov writes:

Susan, as much as I would like to approve subject event for the Circle, it has to go before Council (next meeting Feb 9th so I need your agenda request by Wed.9/4). More bad news, MSPD, after their thorough review, is not recommending approval of the partial Circle closure as outlined below primarily because there is no good way to control pedestrian traffic to/from the Circle (my understanding is that they've not supported that approach for many years). Let me know if you want to pursue this further with MSPD.

BTW, the reason this needs to go to Council now is that our Circle businesses have voiced objections in the past regarding too may annual Circle closures and/or too many long (over 4 hours) events. If you keep the event on the on the first block South of Curtiss, it does not need to go to Council. I don't believe that the Farmer's Market will have a problem with moving that Saturday to accommodate the Relay.

Just give me a call if you want to discuss this further.

Ron

Ron Gorland

City Manager

786.295.3780

From: WidgetB@aol.com [mailto:WidgetB@aol.com]

Sent: Monday, January 26, 2015 1:13 PM

To: Ron Gorland

Cc: Barbara Robinson

Subject: Relay for Life Event

Mr. Gorland,

Ron Gorland

From: Ron Gorland
Sent: Monday, February 02, 2015 4:37 PM
To: 'WidgetB@aol.com'
Cc: Chief Guzman
Subject: FW: Relay for Life Event - 9AM-9PM March 7th

Will do.

BTW, major hurdles for their preparation for their request to Council are two - closing down the Circle, even partially, for 12 or more hours, and MSPD's objections. Unless more material is received by Wed. noon, the agenda item will be what has already been submitted.

Thanks,



From: WidgetB@aol.com [mailto:WidgetB@aol.com]
Sent: Monday, February 02, 2015 4:26 PM
To: Ron Gorland
Subject: Re: Relay for Life Event - 9AM-9PM March 7th

Mr. Gorland,

Yes, please put the Relay for Life on the council agenda for the next council meeting. Suzanne Wolar and Elaine Martin will be there on my behalf because unfortunately I will be out of town on the 9th.

I will make an appointment to speak to the Chief, to just go over the logistics of our plan so he will be fully aware before the council meeting.

Thank you,

Susan Baan

Miami-Dade County



everychild.onevoice.[®]

Vice President of Regions & Local Units
Miami Springs Senior High School PTSA Secretary
SBaan@PTA305.Org
Cell:(305) 302-0546

2014/2015 Event Chair, Relay for Life

Barbara Robinson

From: Ron Gorland
Sent: Wednesday, January 28, 2015 2:48 PM
To: Barbara Robinson
Cc: Erika Gonzalez-Santamaria
Subject: Relay for Life Event Agenda Item

FYI. I need a copy of the entire Susan Baan - Relay for Life request. It needs to go to Council Feb 9th.

Thanks,



From: Armando Guzman
Sent: Wednesday, January 28, 2015 10:47 AM
To: Ron Gorland
Subject: RE: Relay for Life Event

Mr. Manager,

The police department does not recommend the closing off of two lanes of Curtiss Parkway Circle. If the event is to be held at Curtiss Circle then a full shut down of vehicular traffic around the circle is the best option to optimize overall safety. Both options would entail signage, as well as officers, to monitor both vehicular and pedestrian traffic. Please let me know if you have any questions or need any further information.

Thank you,
Chief Guzman

From: Ron Gorland
Sent: Monday, January 26, 2015 4:51 PM
To: Armando Guzman
Subject: FW: Relay for Life Event

Chief, before I respond let's discuss (Susan Baan, below requestor, is Former Chief Baan's wife). This is an annual event that moved off the Circle last year to the first block on Curtiss adjacent to the Circle (where the Farmers' Market is). BTW, I believe this has to go to Council for approval assuming you think what's requested can be done safely.



From: WidgetB@aol.com [<mailto:WidgetB@aol.com>]
Sent: Monday, January 26, 2015 1:13 PM
To: Ron Gorland

Cc: Barbara Robinson
Subject: Relay for Life Event

Mr. Gorland,

Once again we would like to have our annual Relay for Life event. The date that was picked is March 7th. It will again this year be held from 9a-9pm. There is one change that the committee has requested.

They again want to hold the Relay on the Circle. We as a committee went back and forth with the pros and cons. And we might have come up with a viable solution. I have attached an aerial map of the circle showing our overall idea. Basically, we still want to have the flow-thru traffic. We would like to barricade the inner 2 lanes for the Relay. Leaving the outer lane open, with the exception of the SW section where all the lanes will be barricade. A detour sign can be placed at Curtiss Pkwy and Crescent for those wishing to continue onto S Royal Poinciana, or the other side of the Circle. This totally closed area will also provide for a pedestrian crossing onto the Circle. Again we will be working with the Farm's Market and we see this as a good solution to the dangers of people crossing onto the Circle. We also acknowledge that this will also allow for the traffic to continue to flow to all the businesses on the Circle.

Please let me know if this looks like it can be done. Again, thank you for all your assistance!

Susan Baan

Miami-Dade County

PTA

everychild one voice

Vice President of Regions & Local Units
Miami Springs Senior High School PTSA Secretary
SBaan@PTA305.Org
Cell:(305) 302-0546

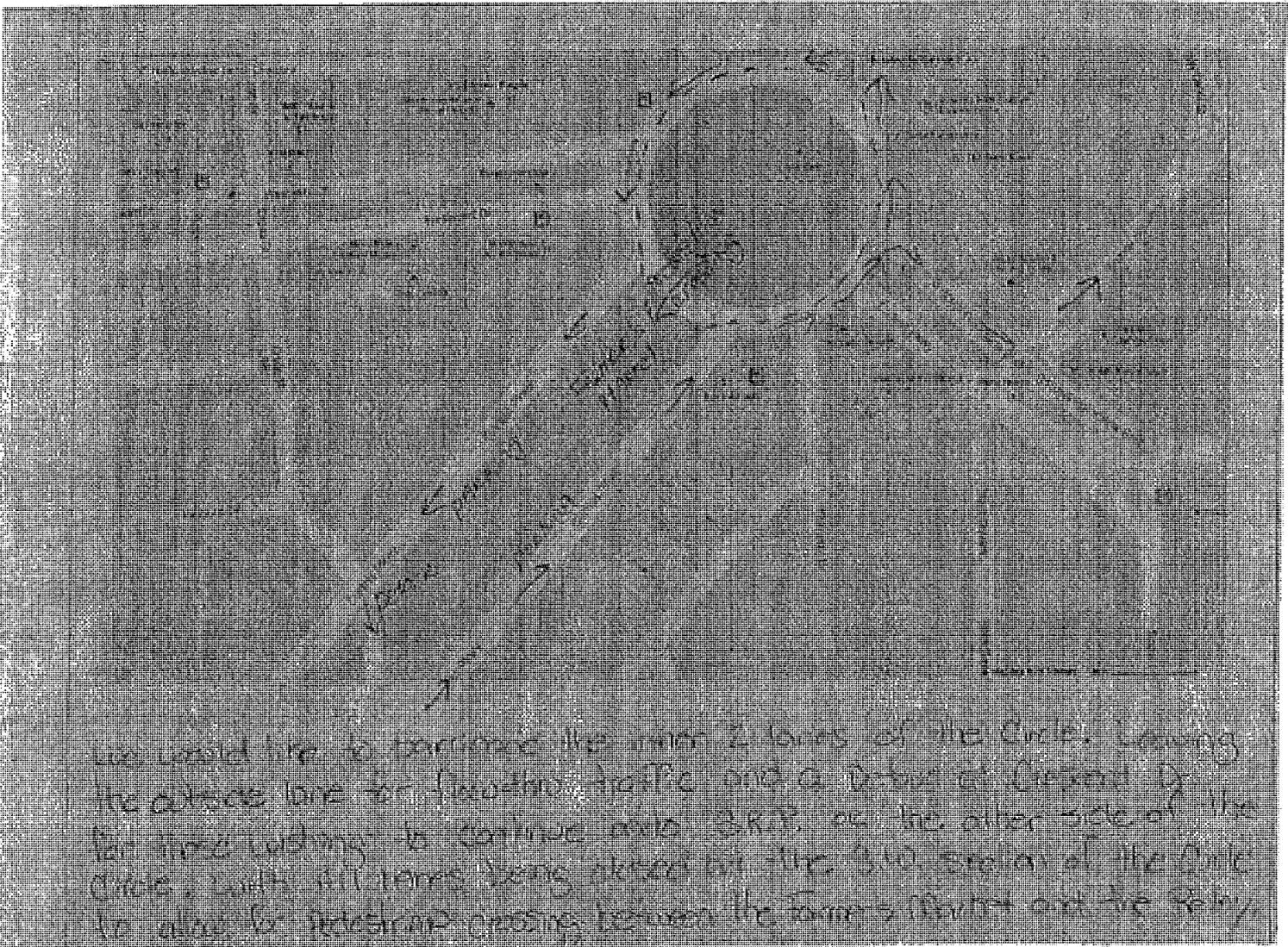
2014/2015 Event Chair, Relay for Life
MDCCPTA Relay for Life Service Project Chair



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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.



was used here to terminate the inner 2 lanes of the Circle. Leaving the advice line for pedestrian traffic and a Drive at Speed of the far more wishing to continue into SR1, on the other side of the Circle, with all lanes being closed at the SR1 section of the Circle to allow for pedestrian crossing between the former's sidewalk and the SR1.

CITY OF MIAMI SPRINGS



City Manager's Office
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5010
Fax: (305) 805-5040

SPECIAL EVENTS APPLICATION

(TO CONDUCT A SPECIAL EVENT ON CITY PROPERTY OR OTHER PUBLIC PROPERTY)

- 1. APPLICANT:** Susan Baan (event chair) Carolina Tejedor (ACS)
Name of Organization: American Cancer Society
Address: 8095 NW 12 St, Suite 200, Doral
Phone: 305-594-9363 Fax: _____
- 2. EVENT:** Relay for Life
Purpose: Fundraiser to help fight cancer while bringing the community together.
Profit: _____ Non-Profit: EIN 131788494
Date: March 7, 2015
Time Start: 9 AM End: 9 pm
Estimated # of participants: 50 Estimated # of spectators: 200
Location of event: Curtiss Parkway Circle
(Attach map to show route, if applicable)
- 3. INSURANCE:** Attach Certificate of Insurance naming City of Miami Springs as an additional insured. Limits \$1 Million each person; \$2 Million each occurrence for bodily injury liability; \$100,000 each occurrence on property damage liability.
- 4. RENTAL FEE:** Circle/Gazebo pavilion for weddings and/or private events: Rental fee for 3-hour minimum is \$500.00, and every additional hour is \$125.00. Curtiss Parkway median rental fee is \$100.00. (Non-profit organizations will not be charged a fee. Proper documentation must be shown). Per Resolution #2012-3557.
- 5. FACILITY CLEAN-UP/DAMAGE REPAIR:** There is a deposit required of \$100 to cover cost of applicant litter clean-up and facility repair. Applicant agrees to reimburse the City if its clean-up/damage repair costs exceed the \$100 deposit. If no clean-up/damage repair is required, the deposit will be returned. **NOTE:** Applicant is responsible for providing adequate "recycling" containers to dispose of recyclable material.
- 6. SPECIAL SERVICE:** Police, Traffic control and/or crowd control will be determined by the Miami Springs Police Department. Any police personnel costs incurred in addition to normal operating expenses will be provided by off-duty police officers and must be arranged with the Chief of Police or his designee.
- 7. CODE COMPLIANCE:** Any placement of placards, banners, signs, etc., must be cleared with the Code Compliance Officer in compliance with the City Code.
- 8. NOISE AND MUSIC PERMITS:** Permits may be issued upon the completion of the application, investigation, and decision making processes set forth in Code of Ordinance sections 99-20 through 99-25.

Applicant hereby affirms that none of the activities involved in this request involve any nudity or acts which could be construed as lewd, offensive to the senses, or offensive to the decency of an individual or the City.

Applicant: Susan Baan - Event Chair Susan Baan 1/26/15
(Print Name/Title) (Signature) (Date)

1. Risk Manager _____ Date _____
2. Chief of Police _____ Date _____
3. Code Compliance _____ Date _____
4. City Manager _____ Date _____

| | | | |
|--|-----------|----------|--------------|
| <u>Enclosure:</u> Certificate of Insurance | Yes _____ | No _____ | Waived _____ |
| Route Map | Yes _____ | No _____ | Waived _____ |
| Clean-up/Damage Repair Deposit | Yes _____ | No _____ | Waived _____ |
| Usage Fee | Yes _____ | No _____ | Waived _____ |
| Special Condition | Yes _____ | No _____ | Waived _____ |
| Facility Agreement | Yes _____ | No _____ | Waived _____ |

REFERENCES:

FOLLOW-UP NOTES:

Please initial _____

Excerpts: December 9, 2013 CCRM

10F) Circle Closure Discussion

City Manager Ronald K. Gorland read the memo provided in the agenda packet in its entirety. He recommended that the number of Circle events be limited to no more than five that require full closure of the Circle; partial/full closings will be done for major events expecting attendance of 1,000 or more; no closings will last for more than five hours, except for the River Festival and certain events will be encouraged to move to Curtiss Parkway.

Mayor Garcia commented that this item came about because of complaints from businesses in the area stating that their sales dropped when small events were held on the Circle. He suggested pointing people in the direction of Curtiss Parkway when there is someone interested in having an event. The City Manager will still have discretion over the size of events occurring in the City.

Councilman Lob moved to approve the guidelines for Circle closing. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote.



CITY OF MIAMI SPRINGS
City Manager
201 Westward Drive
Miami Springs, FL 33186-5259
Phone: (305) 805-5010
Fax: (305) 805-5040

Agenda Item No. 10F

City Council Meeting of:

12-9-2013

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Ron Gorland, City Manager 
DATE: December 4, 2013
SUBJECT: Circle Closure Discussion

RECOMMENDATION:

Due to concerns voiced by Circle area business owners regarding the financial impact to their business of Circle closings, I am recommending the following procedure for Council consideration:

Circle Closing Guidelines

1. No more than 5 full closures (ex. River Fest., Christmas at the Gazebo, 2 Car Shows, 1 Optimist fund-raiser and 5 partial closings allowed annually
2. Partial/Full Circle closings will be done for major events expecting attendance of 1,000 or more
3. Except for the annual 3 day River Fest and the Christmas at the Gazebo, no closing will last for more than 5 hours
4. Circle area rentals and Circle area events will not normally include Circle closing
5. Events such as the BBQ cook-off, Pumpkin Patch, Relay for Life and Farmer's market will be encouraged to move to Curtiss Pkwy median areas

Any exceptions to the preceding must be approved by Council.



**Miami Springs
Police Department**

Memorandum

To: Ronald K. Gorland, City Manager

From: Peter G. Baan, Chief of Police

A handwritten signature in black ink that reads "Peter G. Baan".

Subject: Curtiss Circle Event Closures

Date: 07/19/2013

For the past several years, the number of Circle closures to accommodate special events has been increasing. Depending on several factors, the extent and duration of each closure is adjusted. The requirement for police service at these events is also adjusted to comply with the particulars of the event.

Three basic types of closures have been utilized at special events on the Circle. They were designed to insure pedestrian safety, promote the smooth flow of traffic and minimize impact on surrounding businesses. They are:

- Full Circle closure, including closure of the incoming bridge
- Partial closure, with the incoming bridge and northbound Curtiss Pkwy remaining open
- Circle inner lane closure

The factors that affect the type of closure are as follows:

- Type of event
- Number of patrons/participants
- Number of vendors/displays/attractions
- Time of day and day of the week
- Details of food/beverage service

To date, the safety record at Circle events has been excellent. This can be attributed to the prior planning involved and the efforts of the event staff and police personnel at the various events. Since each event brings its own specific set of safety and security requirements, I recommend that the number of Police personnel required and the extent of the closure for each event be based on an evaluation by the Police Administrative Staff. The evaluation will be conducted upon the submission of an event application including the details of each event.

Attachments

**Miami Springs Police Department
201 Westward Drive
Miami Springs, FL 33166**

Memorandum

To: Peter G. Baan, Chief of Police

From: Lieutenant Steve Carlisle

S. Carlisle

Subject: Circle Closures

Date: July 16, 2013

Per your request, here is a list of dates and manpower requirements for events held on Curtiss Circle that required any type of lane closure. The information dates back approximately three years and was obtained from files for past events and special event applications. The listed events may not be all inclusive and some events such as the River Cities Festival have been taking place for decades.

Explanation of types of closures:

Full Closure: All roads leading to the circle area are closed to vehicular traffic and diverted to perimeter streets. This includes the incoming bridge and northbound Curtiss Parkway. This is the closure utilized for the River Cities Festival.

Car Show Closure: This is the most popular type of closure used for circle events. The incoming bridge remains open but traffic is diverted at Canal Street and prevented from entering the circle. Northbound Curtiss Parkway also remains open, however all traffic is diverted to the outgoing bridge or South Royal Poinciana Blvd. All other roads entering the circle are closed and traffic is diverted to perimeter streets.

Inner Lane Closure: Traffic cones are placed along the inner lane of the circle as a traffic buffer and to slow vehicular traffic around the circle. Police officers or PSA's are utilized to stop traffic and allow pedestrians to safely cross the streets to enter the circle area. This type of closure is used for events held within the confines of the circle itself such as Movie Night.

Events:

| | | |
|--|--|--|
| January 11, 2011, Car Show Circle Closure | Heart and Soul Music Festival 2 Officers / Off Duty | 4pm-11pm |
| January 13, 2012, Car Show Closure | Alexander Markov Concert 2 Officers / Overtime | 6:30pm-9:30pm |
| January 21, 2012 Car Show Closure | Optimist Club Bar B Q 2 Officers / Off-Duty | 7am-9pm 2 PSA's / Schedule Change |
| February 22, 2011 Car Show Closure | Optimist Club Bar B Q 2 Officers / Off Duty | 7am-7pm 2 PSA's / Schedule Change |
| February 14, 2011 Car Show Closure | Valentines Day Jazz Concert 2 Officers/ Off Duty | (Exact Time Unknown) 2 PSA's / Schedule Change) |
| March 9, 2013 Car Show Closure | Optimist Club Bar B Q 2 Officers/ Off Duty | 7am-9pm 2 PSA's / Schedule Change |
| March 23, 2013 Inner Lane Closure | Earth Hour / MSSH Anchor Club 2 PSA's / Schedule Change | 8:30pm-9:30pm |
| March 30, 2013 Car Show Closure | Zavier Garcia Re-Election Party 3 Officers / Off Duty | 11am-4pm |
| April (Dates Vary) Full Circle Closure | River Cities Festival Numerous Officers / Various Agencies | Three Day Event |
| April 27 & 28, 2013 Car Show Closure | American Cancer Society / Cancer Walk 3 Officers / Overtime | 12pm-6am 2 PSA's / Schedule Change |
| May 5 & 6, 2012 Car Show Closure | American Cancer Society / Cancer Walk 6 Officers / Overtime | 7am-10am (27 Hrs.) 2 PSA's / Schedule Change |
| May 29, 2009 Car Show Closure | summertime on The Circle 2 Officers / Overtime | 7pm-11pm |
| June 8, 2013, Car Show Closure | Optimist Club Fishing Tournament 2 Officers / Off Duty | 2pm-9pm 2 PSA's / Schedule Change |
| July 3, 2011- 2013 Car Show Closure | Jumpin Jack Car Show 2 Officers / Overtime | 5pm-11pm 2 PSA's / Schedule Change |

Note: 2013 closure expanded to full circle closure at last minute due to number of vehicles.

| | | |
|---|--|---|
| July 6, 2011 Car Show Closure | Optimist Club Fishing Tournament 2 Officers / Off Duty | 12pm-11pm 2 PSA's / Schedule Change |
| July 14, 2012 Car Show Closure | Optimist Club Fishing Tournament 2 Officers / Off Duty | 1pm-11pm 2 PSA's / Schedule Change |
| August 27, 2011 Car Show Closure | Miami Springs 85 th Birthday Party 7 Officers / Overtime | 3pm-11pm |
| October 1, 2011 Inner Lane Closure | Kids Karaoke Contest 2 PSA's / Schedule Change | 12pm-3pm |
| October 8, 2011 Car Show Closure | American Cancer Society Cancer Walk 4 Motor Officers / Overtime | 7am-11am |
| December (Dates Vary) Car Show Closure (Yearly Event) | Christmas on the Circle 2 Officers / Overtime | 4pm-11pm 2 PSA's / Schedule Change |
| December (Dates Vary) Car Show Closure (Yearly Event) | Jumpin Jack Car Show 2 Officers / Overtime | 5pm-11pm 2 PSA's / Schedule Change |
| December (Dates Vary) Inner Lane Closure (Christmas Carols, Yearly Event) | Iglesia Bautista Sion Church 2 PSA's / Schedule Change | 6pm-9pm |
| 2010 Thru 2012 November to March Inner Lane Closure (Third Friday of Each Month) | Movie Night on the Circle 3 Officers / Off Duty | 6:30pm-11:30pm |

Extra Duty at Milam's Market – 80 Curtiss Parkway

2008 – Nothing Found

2009 – Nothing Found

2010

11/24/10 Charlene Navarro

12/24/10 Charlene Navarro

12/31/10 Cheryl Mulet

2011

11/23/11 Jorge Pacheco

12/24/11 Janice Simon

2012

4/13/12 Robert Castillo

4/14/12 Andrew Sacasas

11/21/12 Charlene Navarro

12/24/12 Charlene Navarro

2013

4/5/13 Jorge Capote

4/6/13 Jorge Capote

Milam's Market - 80 Curtiss Parkway

2008 - Nothing Found

2009 - Nothing Found

2010

11/24/10 Charlene Navarro
12/24/10 Charlene Navarro
12/31/10 Cheryl Mulet

2011

*part
SE
11-14-11*

11/23/11 Jorge Pacheco - NO
12/24/11 Janice Simon - NO

2012

*SE
11-18-12
12-10-12*

4/13/12 Robert Castillo - 2012 SPRINGS RIVER FESTIVAL
4/14/12 Andrew Sacasas - " " "
11/21/12 Charlene Navarro - NO
12/24/12 Charlene Navarro - NO ? - REV LUGO SPANISH BAPTIST CHURCH
*Christmas Carols
ON 12-25-12 I WAS OUT OF TOWN IN DC*

2013

4/5/13 Jorge Capote 2013 SPRINGS RIVER FESTIVAL
4/6/13 Jorge Capote " " "

Ron Gorland

From: Jim Borgmann [jgatormann@gmail.com]
Sent: Friday, July 26, 2013 9:32 PM
To: Ron Gorland
Subject: Fwd: RE: Circle Closings

From Donna.....

----- Forwarded message -----

From: "Miami Springs Airport Area Chamber of Commerce" <msaacc@live.com>
Date: Jul 26, 2013 12:52 PM
Subject: RE: Circle Closings
To: "Jim Borgmann" <jgatormann@gmail.com>
Cc:

Firsthand...Johnny's business is significantly compromised, M Salon has expressed dismay, as well as Dharma, Burritoville, Hair by Ingrid (a new business in the Arcade), and, according to one of their employees, Big Tomato is also adversely affected. Part of the complaint seems to be the early closing on a Saturday for an evening event....

dwb

Donna Wood-Beney

MIAMI SPRINGS/AIRPORT AREA CHAMBER OF COMMERCE

PO BOX 660123 MIAMI SPRINGS, FL 33266 305-508-8080 msaacc.com

Commerce, Aviation, Industry....Chamber Membership Is Good Business!

Date: Thu, 25 Jul 2013 17:28:33 -0400
Subject: Fwd: Circle Closings
From: jgatormann@gmail.com
To: msaacc@live.com

Donna, have you heard anything?

----- Forwarded message -----

From: "Ron Gorland" <gorlandr@miamisprings-fl.gov>
Date: Jul 24, 2013 9:02 AM
Subject: Circle Closings

ORDINANCE NO. _____ - 2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-013(C)(1), FRONT YARD FENCES – RESTRICTED AREA; BY PROVIDING AN ADDITIONAL APPROVED FENCING MATERIAL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, front yard fences have traditionally been subject to specific restrictions due to their location on residential homesites; and,

WHEREAS, although low height open spaced fences have been previously permitted, picket fences constructed of wood have not been allowed; and,

WHEREAS, the prohibition against wood picket fences has been largely based upon the fact that the wood products available were highly susceptible to an advance rate of deterioration; and,

WHEREAS, with the recent introduction into the market of wood products that are pressure treated and highly resistant to deterioration, there is no longer a reason to not allow wood picket fences; and,

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to authorize wood as an additional approved front yard fence material.

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

Section 1. That Code of Ordinance Sections 150-013(C)(1), Front Yard Fences–Restricted Area, is hereby amended as follows:

(C) Fence and wall materials and locations.

(1) Front yard fences – Restricted area. Front yard fences ~~shall~~ may be constructed of either ornamental iron, ~~or~~ concrete posts and paling, or wood pickets, ~~and~~ but all such fences shall not exceed three and on-half feet in height along the front yard area property lines. In addition, decorative PVC/plastic lattice “fence-like” panels may also be permitted in such front yard areas so long as they do not exceed 24 inches in height, are properly anchored to the ground, and have been approved by the City Building Department.

Section 2. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED ON FIRST READING this _____ day of _____, 2015, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this _____ day of _____, 2015, on a motion made by _____ and seconded by _____.

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

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, MMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

RESOLUTION NO. 2015 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS VACATING THAT CERTAIN ALLEY THAT RUNS THROUGH THE PROPERTIES LOCATED AT 5001-5055 N.W. 36TH ST, 641 DELEON DRIVE, AND 640-648 DESOTO DRIVE IN MIAMI SPRINGS; PROVIDING FOR THE EQUAL DIVISION OF THE ALLEY AREA; DIRECTIONS TO THE CITY CLERK; EFFECTIVE DATE

WHEREAS, the City and its citizens were previously dedicated that certain sixteen (16) foot alley that runs through the properties located at 5001-5055 N.W. 36th St, 641 Deleon Drive, and 640-648 Desoto Drive; and,

WHEREAS, the owners of the property located at the aforesaid addresses have petitioned the City to vacate that certain alley located between their properties; and,

WHEREAS, the requested alley vacation has been reviewed by the City's Administrative Staff and it has been determined that no utilities are negatively impacted by the vacation of the subject alley and that the loss of the dedication of this alley will have no adverse impact upon the City, its operations, or its citizens; and,

WHEREAS, the property owners have represented to the City that it is their intention to utilize the vacated portions of the alley to become part of their existing hotel, and soon to be constructed second hotel, on the properties; and,

WHEREAS, the proposed utilization of the subject alley square footage, following vacation, is consistent with the City's regulations; and,

WHEREAS, the property owners' request for vacation has been reviewed by the City Planner and other Administrative Staff personnel, and has been presented to and discussed by the City Council; and,

WHEREAS, the City Council of the City of Miami Springs has determined that it is in the best interests of the City and its citizens to vacate the subject sixteen (16) foot alley, that no utilities will be negatively impacted by the vacation, that the loss of the subject alley will have no adverse impact upon the City, its operations, or its citizens, and the future use of the vacated property will be both proper and appropriate:

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

Section 1: That the City Council of the City of Miami Springs hereby vacates that certain sixteen (16) foot alley that is depicted and legally described on the sketch of Legal Description attached hereto as Exhibit No. 1.

Section 2: That it is the intention of the City Council of the City of Miami Springs that the subject alley be equally divided so that each of the abutting properties shall receive eight (8) feet of the subject alley.

Section 3: That the City Council of the City of Miami Springs hereby directs the City Clerk to provide the property owners with certified copies of this Resolution for recording in the Public Records of Miami-Dade County.

Section 4: That the provisions of this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this _____ day of _____, 2015, on a motion by Councilman Lob and seconded by Vice Mayor Petralanda.

| | |
|-----------------------|-------|
| Vice Mayor Petralanda | _____ |
| Councilman Windrem | _____ |
| Councilman Bain | _____ |
| Councilman Lob | _____ |
| Mayor Garcia | _____ |

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

**SKETCH OF LEGAL DESCRIPTION
FOR A PORTION OF 16 FOOT ALLEY VACATION**

A PORTION OF LAND IN THE S.E. 1/4, SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST
CITY OF MIAMI SPRINGS, MIAMI-DADE COUNTY, FLORIDA.

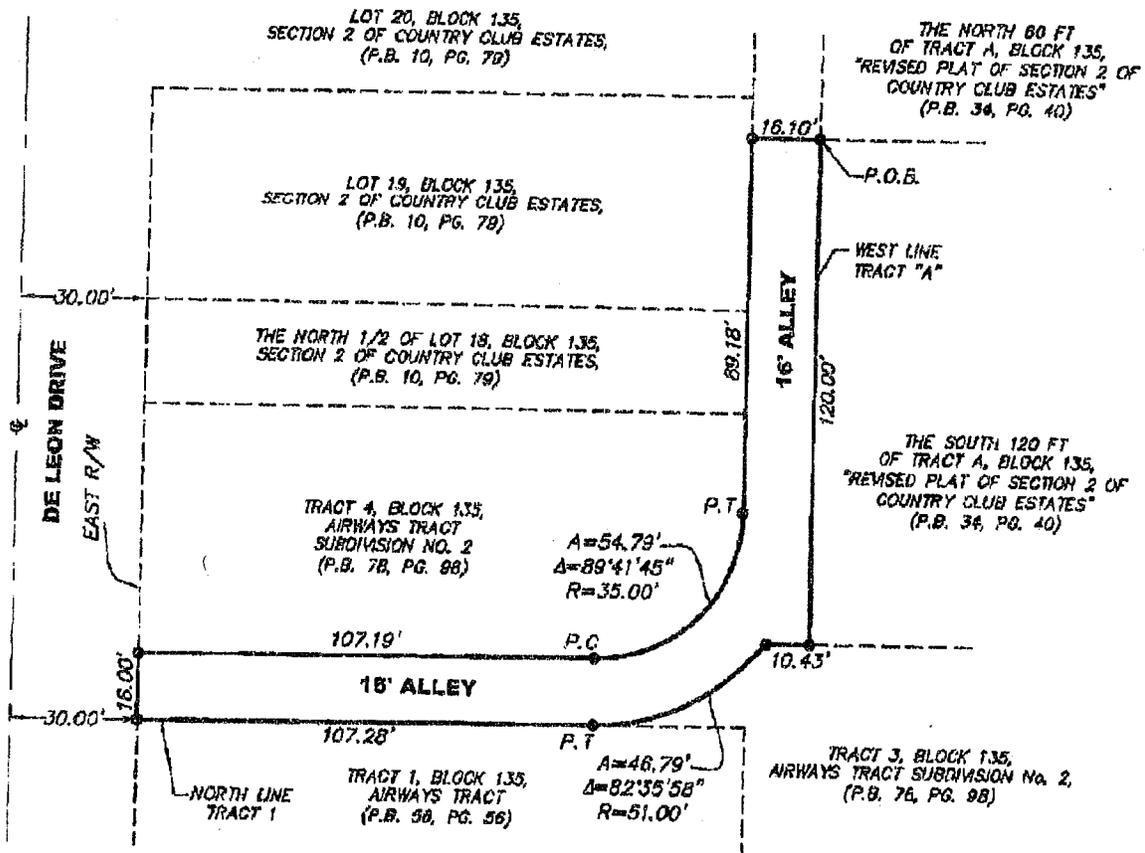
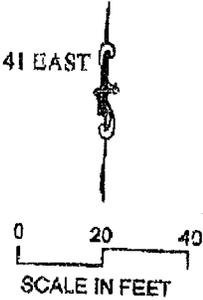
Scale 1" = 40'

For: AQ GROUP, LLC

Address: 5001 - 5055 N.W. 36th Street, Miami Springs, FL 33166

641 De Leon Drive, Miami Springs, FL 33166

640 - 648 De Soto Drive, Miami Springs, FL 33166



Date: 12/01/2014

This Sketch is not a Boundary Survey.
Not valid without the signature and the original raised seal
of a Florida licensed surveyor and mapper.

PREPARED BY:

RENE AIGUESVIVES
PROFESSIONAL SURVEYOR AND
MAPPER No. 4327. State of Florida.

ABBREVIATIONS:

- P.O.C. = Denotes Point of Commencement
- P.O.B. = Denotes Point of Beginning
- P.O.T. = Denotes Point of Termination

SHEET 2 OF 2

Not valid unless
it bears the
signature and the
original raised
seal of Florida
licensed Surveyor
and Mapper.

Alvarez, Aiguesvives and Associates, Inc.
L.B. No. 8867
Surveyors, Mappers and Land Planners
5701 S.W. 107th Avenue # 204, Miami, FL 33173
Phone 305-220-2424 Fax 305-552-8181

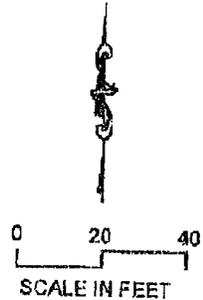
07-11684

SKETCH OF LEGAL DESCRIPTION
FOR A PORTION OF 16 FOOT ALLEY VACATION

A PORTION OF LAND IN THE S.E. ¼, SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST
CITY OF MIAMI SPRINGS, MIAMI-DADE COUNTY, FLORIDA.

Scale 1" = 40'

For: AQ GROUP, LLC
Address: 5001 - 5055 N.W. 36th Street, Miami Springs, FL 33166
641 De Leon Drive, Miami Springs, FL 33166
640 - 648 De Soto Drive, Miami Springs, FL 33166



A portion of land in the S.E. ¼, Section 19, Township 53 South, Range 41 East
City of Miami Springs, Miami-Dade County, Florida, more particularly described as:

Begin at the Northwest corner of the South 120.00 feet of Tract "A", Block 135, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 34, Page 40, of the Public Records of Miami-Dade County, Florida; thence southerly along the West line of said Tract "A" for 120.00 feet to the southwest corner of said Tract "A", also being a point on the North line of Tract 3, Block 135, AIRWAYS TRACT SUBDIVISION NO. 2, according to the Plat thereof, as recorded in Plat Book 78, Page 98, of the Public Records of Miami-Dade County, Florida; thence westerly along the north line of said Tract 3 a distance of 10.43 feet to a point on a curve concave to the northwest, said curve having a radius of 51 feet and a central angle of 82°35'58"; thence southerly and southwesterly along the arc of said curve 46.79 feet to a Point of Tangency said point being on the North line of Tract 1, Block 135, AIRWAYS TRACT, according to the Plat thereof, as recorded in Plat Book 56, Page 56, of the Public Records of Miami-Dade County, Florida; thence westerly along the North line of said Tract 1, 107.27 feet to the northwest corner of said Tract 1, also being a point on the east right of way line of De Leon Drive; thence northerly along said East right of way 16.00 feet to the southwest corner of Tract 4, Block 135, AIRWAYS TRACT SUBDIVISION NO. 2, according to the Plat thereof, as recorded in Plat Book 78, Page 98, of the Public Records of Miami-Dade County, Florida; thence easterly along the south line of said Tract 4 107.16 feet to a Point of Curvature of a curve concave to the northwest, said curve having a radius of 35.00 feet and a central angle of 89°41'45"; thence North and northeasterly along the arc of said curve 54.79 feet to a point of tangency on the East line of said Tract 4; thence northerly along said East line and the East line of Lot 19 and the North 25.00 feet of Lot 18, Block 135, Section 2 of COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami-Dade County, Florida; 89.18 feet; thence Easterly perpendicular to said East lines 16.00 feet to the Point of Beginning, containing 4,333 sq.ft. more or less.

SHEET 1 OF 2

07-11864

Not valid unless
it bears the
signature and the
original raised
seal of Florida
licensed Surveyor
and Mapper.

Alvarez, Aiguessivee and Associates, Inc.
L.B. No. 8867
Surveyors, Mappers and Land Planners
5701 S.W. 107th Avenue # 204, Miami, FL 33173
Phone 305-220-2424 Fax 305-552-8181



AGENDA MEMORANDUM

Meeting Date: 2/9/2015

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

Via: Ron Gorland, City Manager

From: Tom Nash, Public Works Director

Subject: A/C Maintenance Contract for City Hall

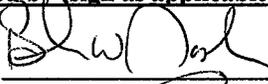
RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Trane, utilizing Miami Dade County Bid # 6046-2/12/2, in the amount of \$ 10,420.00 annually (to be paid in quarterly payments of \$2,605.00), for inspection and maintenance services to the City Hall Trane A/C unit as described in the scope of services agreement, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: The contract is for a one year maintenance agreement for the city hall air conditioning system.

FISCAL IMPACT: We will be using the building maintenance contractual account.

Submission Date and Time: 1/27/2015 8:46 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|---|---|
| Department: <u>Public Works</u> | Dept. Head: <u></u> | Dept./ Desc.: <u>Building Maintenance Contractual</u> |
| Prepared by: <u>Rosita Hernandez</u> | Procurement: <u></u> | Account No.: <u>001-5405-541-3400</u> |
| Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Asst. City Mgr.: <u></u> | Additional Funding: _____ |
| Budgeted/ Funded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | City Manager: _____ | Amount previously approved: \$ _____ |
| | Attorney: _____ | Current request: \$ <u>10,420.00</u> |
| | | Total vendor amount: \$ <u>10,420.00</u> |



CONTRACT AWARD SHEET
Internal Services Department
Procurement Management Services

Bid No. 6046-2/12-2
Award Sheet

DIVISION

BID NO.: 6046-2/12-2

PREVIOUS BID NO.:

TITLE: A/C CHILLERS & RELATED EQUIP/MAINT/REP

CURRENT CONTRACT PERIOD: 04/01/2012 through 03/30/2015

Total # of OTRs: 2

MODIFICATION HISTORY

Bid No. 6046-2/12-2

Award Sheet

DPM Notes

APPLICABLE ORDINANCES

LIVING WAGE: Yes UAP: Yes IG: No

OTHER APPLICABLE ORDINANCES:

CONTRACT AWARD INFORMATION:

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

REQUISITION NO.:

PROCUREMENT AGENT: **Yuly Chaux-Ramirez**

PHONE: 305 375-4263 FAX: 305 375-4407 EMAIL: ychaux@miamidade.gov

VENDOR NAME: SOUTHERN COMFORT SOLUTIONS INC
 DBA:
 FEIN: 203415391 SUFFIX: 01 33177
 STREET: 16215 SW 117 AVE UNIT 3 CITY: MIAMI ST: FL ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET TOLL PHONE: 866-812-9898

VENDOR INFORMATION:

CERTIFIED VENDOR

ASSIGNED MEASURES

| | | | |
|---------------|------------|-------------------------|-----------|
| Local Vendor: | SBE | Set Aside | Bid Pref. |
| | Micro Ent. | Selection Factor | Goal |
| | Other: | Vendor Record Verified? | |

Vendor Contacts:

| Name | Phone1 | Phone2 | Fax | Email Address |
|----------------|--------------|--------------|--------------|--------------------|
| RICARDO MONZON | 305-233-3192 | 866-812-9898 | 305-233-3193 | RICKY@SCSACINC.COM |

VENDOR NAME: TRANE U S INC
 DBA: TRANE
 FEIN: 250900465 SUFFIX: 05 33025
 STREET: 2884 CORPORATE WAY CITY: MIRAMAR ST: FL ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET TOLL PHONE: 800-273-7717

VENDOR INFORMATION:

CERTIFIED VENDOR

ASSIGNED MEASURES

| | | | |
|---------------|------------|-------------------------|-----------|
| Local Vendor: | SBE | Set Aside | Bid Pref. |
| | Micro Ent. | Selection Factor | Goal |
| | Other: | Vendor Record Verified? | |

Vendor Contacts:

| Name | Phone1 | Phone2 | Fax | Email Address |
|-------------|--------------|--------------|--------------|------------------|
| ELENA PEREZ | 305-592-0672 | 800-273-7717 | 305-592-0221 | EPEREZ@TRANE.COM |



Trane
2884 Corporate Way
Miramar, FL 33025
Phone: 954-499-6900
Fax: 954-499-2218

1/26/2015

City of Miami Springs

Attention: Tom Nash
201 Westward Drive
Miami, Fl 33166

OEM & Parts Centers located within the Miami-Dade County area

To Whom It May Concern:

Trane US Inc. is the largest, fully trained & authorized OEM in Miami-Dade, Broward & Palm Beach County as well as expanded recruitment of non-Trane service providers in South Florida. We are the only factory authorized warranty service company for Trane commercial equipment and building automation controls for all of South Florida spanning from Vero Beach to Key West. All work performed on Trane equipment and controls are done by qualified Trane technicians to guarantee optimal performance and efficiency.

Trane US Inc. also has five dedicated parts center with two convenient locations in the Miami Dade County area. Our Trane office has been servicing South Florida since 1951.

Sincerely,

Fernando Lagomasino
Florida District Service Operations Manager



TRANE SELECT SERVICE AGREEMENT

Pricing and Acceptance

Tom Nash
 Facility Engineer
 Miami Springs City of
 201 Westward Drive
 MIAMI SPRINGS, FL 33166 U.S.A.

Site Address:
 MIAMI SPRINGS CITY HALL
 201 WESTWARD DRIVE
 MIAMI SPRINGS, FL 33166
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

| Contract Year | Annual Amount USD | Payment USD | Payment Term |
|---------------|-------------------|-------------|--------------|
| Year 1 | 10,420.00 | 2,605.00 | Quarterly |

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 312.60 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

Term

The initial term of this Service Agreement is 1 year, beginning February 01, 2015. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on January 31, 2016, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

| | |
|----------------------------|---|
| Submitted By: Ozzie Fortun | Cell: (305) 282-1709 Office: (305) 592-0672 Proposal Date: January 16, 2015 |
| CUSTOMER ACCEPTANCE | TRANE ACCEPTANCE Trane U.S. Inc. |
| Authorized Representative | Authorized Representative |
| Printed Name | Title |
| Title | Signature Date |
| Purchase Order | License Number: |
| Acceptance Date | |



AGENDA MEMORANDUM

Meeting Date: 2/23/2015
To: The Honorable Mayor Xavier Garcia and Members of the City Council
Via: Ron Gorland, City Manager *Ron*
From: Chris Heid, Planner
Subject: Twenty Year Water Supply Facilities Work Plan

Recommendation: Approve the Contract with the Corradino Group to conduct the Twenty-Year Water Supply Facilities Work Plan.

Discussion/Analysis: This update to the Twenty Year Water Supply Facilities Work Plan is mandated by the State of Florida. The update to the plan will include associated amendments to the Future Land Use, Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements elements of the City's Comprehensive Plan. This contract will piggy-back off of a contract that the Village of Virginia Gardens has with the Corradino Group, with permission from the Village.

Fiscal Impact (If applicable): \$6,000

Submission Date and Time: 2/19/2015 9:49 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|--|
| Department: <u>Planning</u> | Dept. Head: _____ | Dept./Desc.: <u>Planning</u> |
| Prepared by: <u>Chris Heid</u> | Procurement: _____ | Account No.: <u>001-0701-515-31-00</u> |
| Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Asst. City Mgr.: _____ | Additional Funding: _____ |
| Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City Manager: _____ | Amount previously approved: \$ _____ |
| | Attorney: _____ | Current request: \$ <u>6,000</u> |
| | | Total vendor amount: \$ <u>6,000</u> |

**CITY OF MIAMI SPRINGS 20-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE
AND ASSOCIATED AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN****Proposal MS WSP 2015-01**

The following Scope of Services details the steps by which The Corradino Group (TCG) proposes to assist the City in developing and adopting amendments necessary to adopt a 20-year Water Supply Facilities Work Plan consistent with Florida Statutes. This scope is based on the requirements in Chapters 163 and 373, F.S., and The Corradino Group's collective experience.

Phase I. The 20-year Water Supply Facilities Work Plan and Associated Amendments to the Future Land Use, Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements Elements

TCG will coordinate with the City, Miami-Dade County WASH, Florida Department of Economic Opportunity and the South Florida Water Management District in order to write and secure the necessary approvals for the City's state-mandated Water Supply Plan Update. The City of Miami Springs is a retail customer of Miami-Dade County WASH. Residents and businesses within the City purchase their water directly from Miami-Dade County.

Task 1. TCG will conduct a series of meetings beginning with the Department of Community Development and concluding with meetings, as necessary, with Miami-Dade WASH, SFWMD and DEO. These meetings are required in order to gather pertinent data needed for completion of the Updated Water Supply Plan and Comprehensive Plan Amendments.

Task 2. TCG will compile and develop the Population and Water Demand Forecasts for the 20-Year Planning period in conjunction with Task 1.

Task 3. Water Supply Systems, Conservation and Reuse will be studied as they uniquely relate to the City. As required, TCG will assist the City with creating and/or revising the map series to depict wellfields, water treatment plant locations, service areas and distribution mains and other necessary information required by state statute. Consistency with the Miami-Dade WASH and 2013 Lower East Coast Water Supply Plans will also be reviewed as part of this Task and Task 4.

Task 4. As part of this Task, TCG will review and compile a listing of all water supply related Capital Improvement Programs (and any private projects) to determine any impacts to the City. This listing shall become part of the City's Capital Improvements Element and Schedule. This will be consistent with the requirements of Florida Statutes as they concern Capital Improvements.

Task 5. TCG shall prepare the draft Updated Water Supply Facilities Work Plan and associated Amendments (Goals Objectives and Policies) to the Future Land Use, Infrastructure, Conservation, Intergovernmental and Capital Improvements Elements. The Amendments will be prepared in an underline/strikethrough format or other format as may be desired by the City.

Phase II. Adoption of the Updated 20-year Water Supply Facilities Work Plan and Associated Amendments

Task 6. TCG will present the documents referenced above to the LPA and City Council in advertised public hearings in order to authorize and approve transmittal to the Florida Department of Department of Economic Opportunity (DEO), as required by Florida Statute. TCG will then transmit the appropriate number of copies to M-D WASD, the SFWMD and copies to the other designated review agencies.

TCG will revise the proposed amendments, Schedule, Plan and Elements to address the objections, recommendations, and comments, if any, and will present the amendments to the City Council for adoption in an advertised public hearing pursuant to Florida Statute. TCG will then transmit three copies to DEO and copies to designated review agencies to include: Miami-Dade County (for consistency with the County's Plan) and the South Florida Water Management District. DEO will issue its Notice of Intent to find the adopted amendment in compliance within 20 days. The effective date of the amendments is approximately 45 days from submittal of the adopted EAR-based amendments.

Total Cost of Phase I - \$5,000 (not to exceed amount)

Total Cost of Phase II - \$1,000.00 (not to exceed amount)

Total Cost of Phases I and II - \$6,000.00 (not to exceed amount)

The Corradino Group appreciates this opportunity to submit this proposal to the City of Miami Springs.

Agreement Submitted by: 
Alex A. David, AICP, Senior Planning Manager
The Corradino Group

Date: February 7, 2015

Agreed to by: _____
Name of Authorized Representative of City of Miami Springs

Date: _____

Note: Signature by the City of Miami Springs signifies a notice of intent to proceed with the under the terms noted above. A facsimile signature shall have the same legally binding effect as an original signature.



Village of Virginia Gardens

6498 NW 38th Terrace

Virginia Gardens, FL 33166

www.viriniagardens-fl.gov

Phone: 305-871-6104 Fax: 305-871-1120

Nov. 24, 2013

To whom it may concern,

The Village of Virginia Gardens will allow the City of Miami Springs to piggy-back on the contract Virginia Gardens has with the Corradino Group to provide their Water Supply Plan.

Sincerely,

Fred Spencer Deno IV



AGENDA MEMORANDUM

Meeting Date: 2/23/2015

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

Via: Ron Gorland, City Manager *Ron*

From: Chris Heid, Planner

Subject: Window Wrap Signage

Recommendation:

It is recommended that the Mayor and Council direct staff to study the issue of window wrap signage, with a potential outcome of draft modifications to the sign code to permit and regulate widow wrap.

Discussion/Analysis:

“Window wrap” is signage that is attached directly to the window which has pinholes that allow occupants inside to view out, but does not allow outside viewers to see in. Window wraps may include written information as well as graphics.

Our current sign code defines a window sign as “a permanent sign painted on or otherwise permanently attached to a window or door”. Further, the code limits the number of window signs to a maximum of two, totaling no more than 15% of total window area up to 20 square feet.

The City Attorney has opined that the current code does not address window wrap, so no regulations exist by which window wraps could be allowed or controlled.

Fiscal Impact (If applicable):

None