



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

**Vice Mayor Bob Best
Councilwoman Roslyn Buckner**

**Councilman Billy Bain
Councilman Jaime Petralanda**

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

**CITY COUNCIL REGULAR MEETING AGENDA
Monday, June 22, 2015 – 7:00 p.m.
City Hall, Council Chambers, 201 Westward Drive**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Petralanda

Salute to the Flag: Audience Participation
- 3. Awards & Presentations:**
 - A) Yard of the Month Award – July 2015 – 1251 Quail Avenue – Odalis Martin
 - B) Promotion of Sgt. Jimmy E. Deal to the rank of Lieutenant of Police
- 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) June 8, 2015 – Regular Meeting
- 6. Reports from Boards & Commissions: None**
- 7. Public Hearings: None**
- 8. Consent Agenda: (Funded and/or Budgeted)**
 - A) Recommendation by Police Department that Council authorize the issuance of a purchase order to Patterson Pope Space Saver, utilizing Florida State Contract #56121000-15-1, in an amount not to exceed \$13,789.90 for the purchase of a new Evidence Locker System, as funds are available in the FY 14/15 Budget, pursuant to Section 31.11 (E)(5) of the City Code
 - B) Recommendation by Golf that Council authorize the issuance of a purchase order to Howard's Fertilizer & Chemical, utilizing Town of Davie Bid #B-14-25, on an "as needed basis" in the amount of \$11,000.00, for custom pre-emergent fertilizer blends as funds were approved in the FY 14/15 Budget, pursuant to Section 31.11 (E)(5) of the City Code

C) Recommendation by Golf that Council approve an expenditure to Acushnet, as a sole source provider, on an "as needed basis" in the amount of \$10,000.00, for golf merchandise in our golf shop at the clubhouse as funds were approved in the FY 14/15 Budget, pursuant to Section 31.11 (E)(6)(c) of the City Code

D) Recommendation by Finance that Council approve an expenditure to Woodys West End Tavern in the amount of \$990.00, for the May 29th Police Appreciation Dinner as funds were approved in the FY 14/15 Budget

9. Old Business:

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

B) Appointment of five members to the Ad Hoc Art in Public Places Committee for the Aquatic Facility

10. New Business:

A) Approval of proposed letter of intent with Crown Castle for an extension of the existing cell tower lease agreement in Hook Square

B) Approval of the Second Amended and Restated Interlocal Agreement for County Solid Waste Management System between Miami-Dade County and Miami Springs

C) Recommendation by Recreation that Council approve an expenditure to Superior Park System, Inc. the lowest responsible quote, in an amount not to exceed \$27,332.00, for the repairs and resurface of tennis courts as funds were designated by Council in the designated fund balance for FY 14/15 Budget, pursuant to Section 31.11 (C)(2) of the City Code

D) Recommendation by Finance that Council authorize the execution of a one year contract beginning July 1, 2015 with Southern Waste Systems (SWS) with an option to renew three additional one year terms for garbage collection and disposal services citywide utilizing Miami-Dade County contract #6938-2/22

E) Recommendation by Elderly Services that Council approve an expenditure in the amount of \$8,400.00, to fund the Tai Chi and Yoga/Fitness workout programs from July 1 thru September 30, 2016 as funds were designated by Council in their fund balance designations for FY2015

F) Recommendation by Elderly Services that Council approve an expenditure in the amount of \$3,500.00 to fund Home Delivered Weekend Meals from July 1 thru September 30, 2016, using funds from General fund balance

G) Recommendation by Elderly Services that Council authorize a two month extension for the period of August 1 – September 30, 2015 of our current food catering subcontractor (in order to insure the continued provision of Home Delivered and Congregate Meals until a new subcontract can be executed) with Greater Miami Caterers, Inc., using Older Americans Act and Nutrition Services Incentive Program funding, as well as Local Services Program funding if awarded

H) Councilwoman Buckner's request for City Reimbursement to her in the amount of \$1,750.00 for the Good Government Initiative Leaders of Excellence Class V, to be paid out of Council's Training and Education account

I) Authorization for the execution of the settlement agreement between Curtiss Mansion, Inc. and R.J. Heisenbottle Architects, P.A., Douglas Wood Associates, Inc. and Carivon Constrution Company for the repair project at the Curtiss Mansion

J) Authorization for the execution of the multi-party agreement for the design & construction of the repairs to the Curtiss Mansion

11. Other Business:

A) Discussion on the approved "Florida Room" construction by Miami-Dade County (construction material is the primary issue)

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.



CERTIFICATE OF RECOGNITION

Presented to

Odalis Martin

Of

1251 Quail Avenue

for their home being designated as

***“YARD OF THE MONTH”
July 2015***

Presented this 22nd day of June, 2015.

CITY OF MIAMI SPRINGS, FLORIDA

Zavier M. Garcia
Mayor

ATTEST

Erika Gonzalez-Santamaria, CMC
City Clerk



AGENDA MEMORANDUM

Meeting Date: June 22nd, 2015

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

Via: Ron Gorland, City Manager

From: *Armando Guzman*
Armando Guzman, Chief of Police

Subject: Promotion of Sgt. Jimmy E. Deal to the rank of Lieutenant of Police

Recommendation: Introduction to the Honorable Mayor and the City Council of newly promoted Lieutenant of Police Jimmy Deal.

Discussion/Analysis: As previously discussed and approved on February 9th, 2015, Council meeting, this promotion begins to address command staff readiness and vacancies that will be created by upcoming retirements of Senior Staff members of the Police Department. This promotion is part of the overall succession plan and will support the training and development of replacement command staff members of the Miami Springs Police Department.

Fiscal Impact (If applicable):

Submission Date and Time: 6/12/2015 10:09 AM

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



City of Miami Springs, Florida
City Council Meeting

Regular Meeting Minutes
Monday, June 8, 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 8:05 p.m.

Present were the following:

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

City Manager Ronald K. Gorland
Assistant City Manager/Finance Director William Alonso
City Attorney Jan K. Seiden
Chief of Police Armando A. Guzman
Public Works Director Tom Nash
Recreation Director Omar Luna
Deputy City Clerk Elora R. Sakal

- 2. Invocation:** Mayor Garcia

Salute to the Flag: The audience participated.

- 3. Awards & Presentations:**

A) Presentation of Certificate of Recognition to Terry Alexander, 2015 Patricia Behring Teacher of the Year Recipient

Mayor Garcia presented the Certificate of Recognition to Ms. Terry Alexander.

B) Presentation of Certificate of Recognition to Aiden Marin in recognition of being the highest ranked accelerated reader in his class

Mayor Garcia presented the Certificate of Recognition to Aiden Marin.

- 4. Open Forum:** None at this time.

- 5. Approval of Council Minutes:**

A) May 27, 2015 – Regular Meeting

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

6. Reports from Boards & Commissions:

**Board of Appeals – Case # 01-V-15
Beatriz Marta Angelucci – 372 Payne Drive
Zoning: R1-C
Lot Size: 12,025 sq. ft.**

Applicant is seeking an after-the-fact variance from Section 150-043 to retain a pergola with an outdoor kitchen located in the required side yard setback as follows:

1. Requests variance from Section 150-043 (E)(1) to waive 5'11" of the minimum required side yard setback of 6'6". (Side yard setback of 7" proposed)

The Council sat as the Board of Appeals at 7:12 p.m. The Mayor reconvened the City Council meeting at 8:04 p.m.

7. Public Hearings: None at this time.

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

A) Approval of City Attorney's Invoice for May 2015 in the Amount of \$12,325.50

B) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Nortrax, Inc., utilizing a cooperative purchase with the Florida Sheriff's Association contract #14-12-0904, in an amount not to exceed \$45,526.00, for a John Deere Backhoe as funds are available, half from the CITT fund and Half from the stormwater fund, in the FY 14/15 Budget, pursuant to Section 31.11 (E)(5) of the City Code

C) Recommendation by Finance that Council approve an expenditure to Jumping Jack Productions in the amount of \$1,500.00, for the July 4th Classic Car show as funds were approved in the FY 14/15 Budget

Vice Mayor Best moved to approve consent agenda items 8A, 8B, and 8C. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

9. Old Business:

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

There were no appointments at this time.

B) Presentation and Discussion of Golf Cart Suitability Study on City streets by Joseph Corradino

Joseph Corradino, of the Corradino Group, provided a PowerPoint and oral presentation on the Golf Cart study.

After the presentation, the Council discussed the difference between current State requirements versus the proposed program that the City would consider. The Council requested for more information and answers to several inquiries offered during the presentation.

The Mayor opened the item for public comment, the following members of the public spoke: Nery Owens, 169 Corydon Drive; William Drew, 1261 Meadowlark Lane.

10. New Business:

A) Ordinance – First Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 113-04, Business Taxes-Schedule Of Fees, By Providing A Five (5%) Percent Increase In The Cost Of All City Business Taxes; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date (*Deferred from May 27, 2015 Council Meeting*)

City Attorney Seiden read the Ordinance by title.

Councilman Bain moved to not approve the ordinance on first reading. Councilman Petralanda seconded the motion which failed 2-3 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Petralanda and Mayor Garcia voting No; Councilman Bain, Councilwoman Buckner voting Yes.

Councilman Petralanda requested to correct his vote to Yes in order to clarify for the record. The final vote was carried 3-2 on roll call vote. The vote was as follows: Councilman Bain, Councilwoman Buckner, Councilman Petralanda voting Yes; Vice Mayor Best and Mayor Garcia voting No.

B) Recommendation that the City renew its facility agreement with Jazzercise, Inc., for the use of the Multi-Purpose Room at the Community Center for exercise sessions (*Deferred from May 27, 2015 Council Meeting*)

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

C) Recommendation by Public Works that Council approve an expenditure to FPL, AT&T, Comcast, and resident of 640 Curtiss Parkway, as a sole source provider, in an amount not to exceed \$34,974.55. The cost breakdown is FPL \$21,840.00, AT&T \$8,563.54, Comcast \$571.01 and \$4,000.00 to the resident for the finishing of construction to the barrier wall. The utility pole is creating an obstruction due to recent construction in the area, pursuant to Section 31.11 (E)(6)(c) of the City Code

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

D) Designation of one official to be the voting delegate for the Florida League of Cities Legislative Session

Councilman Petralanda moved to nominate Councilwoman Buckner as the designated member and if the Councilwoman becomes unavailable any other member can be designated in her place. Councilman Bain seconded the motion which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

11. **Other Business:** There was none at this time.

12. **Reports & Recommendations:**

A) City Attorney

City Attorney Seiden updated the Council on a series of motions set forth from the Suco versus the City. He explained that the judge dismissed the case with prejudice meaning that Mr. Suco could request a rehearing or refile his complaint. He also stated that Mr. Suco chose to file a rehearing from the judge to reconsider the dismissal; a date has not been set.

B) City Manager

Assistant City Manager/Finance Director Alonso had no further comments.

C) City Council

Councilman Petralanda requested an update on the budget process.

Councilwoman Buckner thanked the public for coming to the meeting this evening.

Vice Mayor Best recognized Terry Alexander's achievements and thanked the City for acknowledging her. He also thanked Carol Foster for her efforts for the CMI

Councilman Bain spoke on the Golf Cart issue and stated that the best interest in for the City. He is determined to getting the issue resolved where everyone is happy. He thanked everyone for coming out to the meeting.

Mayor Garcia reminded the Council that they should always speak to staff for information and to ask questions from staff so that Council has all the information to make decisions at a Council meeting.

13. Adjourn

There being no further business to be discussed the meeting was adjourned at 10:16 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 22nd day of June, 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.

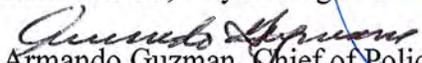


AGENDA MEMORANDUM

Meeting Date: June 22nd, 2015

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

Via: Ron Gorland, City Manager

From: 
Armando Guzman, Chief of Police

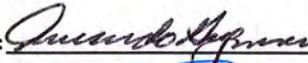
Subject: Purchase of new Evidence Locker Storage System

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a purchase order to Patterson Pope Space Saver, utilizing Florida State Contract #56121000-15-1, in an amount not to exceed \$13,789.90 for the purchase of a new Evidence Locker System, as funds are available in the FY14/15 Budget, pursuant to Section §31.11(E)(5) of the City Code.

Discussion/Analysis: An evaluation of Miami Springs Police Department's current short-term evidence storage system was conducted. This evaluation determined that an upgrade in the system and new procedures would improve security, accountability and integrity of the evidence. These lockers are of different sizes to accommodate various types of evidence and or property. They have multiple dead bolt locking systems, double walled, welded doors, and anti-pry tabs to properly secure the evidence. Evidence or property is deposited by an officer and the door is locked. Once the property is locked in the locker it can only be retrieved by an authorized Evidence Custodian.

Fiscal Impact (If applicable): N/A

Submission Date and Time: 6/12/2015 10:24 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police</u>	Dept. Head: 	Dept./ Desc.: <u>Police Machinery & Equipment</u>
Prepared by: <u>Armando Guzman</u>	Procurement: 	Account No.: <u>001-2001-521.64-00</u>
Attachments: X Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded X Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ <u>0.00</u>
	Attorney: _____	Current request: \$ <u>13,789.90</u>
		Total vendor amount: \$ <u>13,789.90</u>



patterson · pope

SPACE MADE **SIMPLE**.

**(1) PATTERSON POPE/SPACESAVER NON-PASS THRU EVIDENCE
LOCKER PER ENCLOSED FLOOR PLAN DATED MAY 29, 2015**

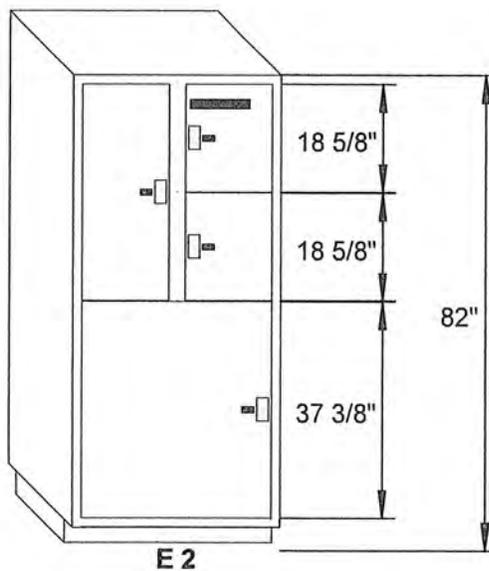
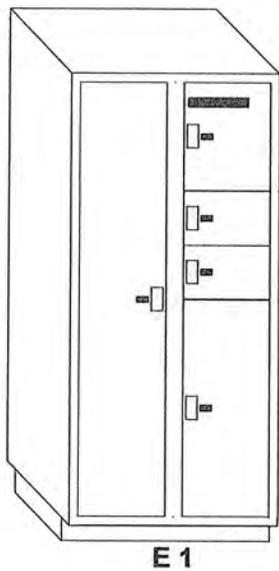
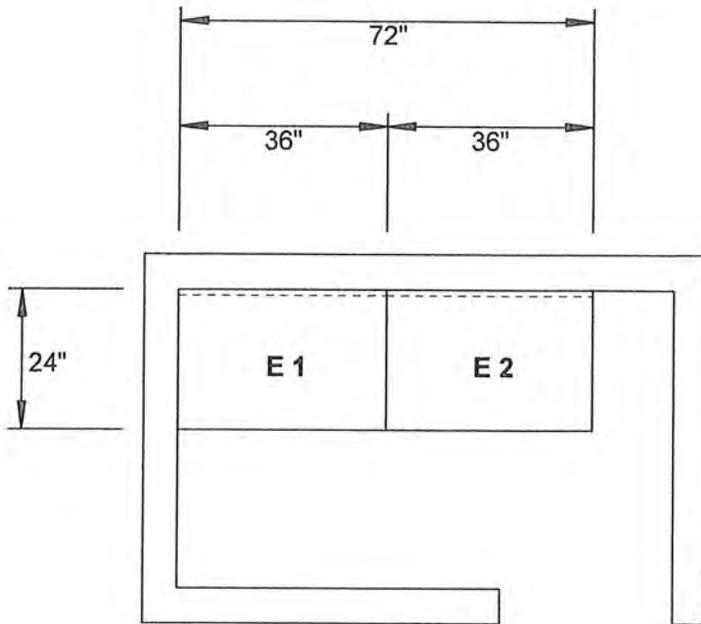
LIST PRICE	\$17,779.00
LESS 44.75%	<u>7,956.10</u>
	9,822.90
INSTALLATION & LOCAL FEES	<u>3,967.00</u>
TOTAL	\$13,789.90

PRICE INCLUDES:

- Pricing is based on the State of Florida contract # **56121000-15-1**.
- Installation, non-union during normal business hours.
- Freight, handling and inside delivery.
- Trash removal.
- Choice of 13 different colors.
- Dimensions are 72" wide x 24" deep x 82" high
- 1 year warranty on all parts and labor.
- Sales tax is not included.

DELIVERY: 6-8 weeks.

TERMS: Per Contract.



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Project Name: **Miami Springs Police**

Project #: **148279 A**

APPROVAL
This drawing Approved By: _____

Salesperson:
OSTIGUY, BRAD

Scale
3/8" = 1'

Rev level:

Drawn by:
LB

Date Printed:
05/29/2015

Dated _____

State of Florida
Contract #56121000-15-1 Library Furniture

State Contract Number: 56121000-15-1
SSC #: 4100

End User Discount			
GSA Schedule 71 High Density Products			
Products	List Price		Discount
Mobile	\$ 100.00	to \$ 147,499.99	48.15%
Wide Span	\$ 147,500.00	to \$ 221,999.99	48.65%
Storage	\$ 222,000.00	to \$ 368,499.99	52.05%
Weapon Racks	\$ 368,500.00	to \$ 444,444.00	54.45%

GSA Schedule 71 High Density Price List: http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?Product=1676&Container=2065&DocumentId=9976			
Products	List Price		Discount
Cantilever	\$ 100.00	to \$ 6,499.99	48.95%
	\$ 6,500.00	to \$ 18,499.99	53.65%
	\$ 18,500.00	to \$ 32,499.99	55.95%
	\$ 32,500.00	to \$ 444,444.00	58.85%

GSA Schedule 71 High Density Price List: http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?Product=1676&Container=2065&DocumentId=9976			
Products	List Price		Discount
4-Post & Case	\$ 100.00	to \$ 8,599.99	46.55%
	\$ 8,600.00	to \$ 17,199.99	40.95%
	\$ 17,200.00	to \$ 2,899.99	53.65%
	\$ 29,000.00	to \$ 444,444.00	55.95%

GSA Schedule 71 High Density Price List: http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?Product=1676&Container=2065&DocumentId=9976			
Products	List Price		Discount
*PSL	\$ 100.00	to \$ 147,499.99	48.15%
* only line items currently on	\$ 147,500.00	to \$ 221,999.99	48.65%
Schedule 71	\$ 222,000.00	to \$ 368,499.99	52.05%
	\$ 368,500.00	to \$ 444,444.00	54.45%

GSA Schedule 71 High Density Price List: http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?Product=1676&Container=2065&DocumentId=9976			
Products	List Price		Discount
ActivRAC	\$ 100.00	to \$ 428,500.00	46.95%

GSA Schedule 71 High Density Price List: http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?Product=1676&Container=2065&DocumentId=9976			
Products	List Price		Discount
PSL, PDL, EDL	\$ 100.00	to \$ 147,499.99	44.75%
	\$ 147,500.00	to +	45.75%

GSA Schedule 84 Law Enforcement Products			
Products	List Price		Discount
ActivSTOR	\$ 100.00	to \$ 39,000.00	50.95%
	\$ 39,001.00	to +	60.05%

GSA Schedule 36 Multimedia Cabinets Products			
Products	List Price		Discount
Spacesaver MFG	\$ 1.00	to +	44.75%
Products not on GSA		to	

Examples would be Line Shaft Mobile products, RaptorRAC.
Items not made by SSC, but procured are not included. Ex. Quantum Dns

2015 Commercial Price List: <http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?DocumentId=9479>

AC Discounting		
GSA Schedule 71 High Density Products		
Products	List Price	Discount
Standard Commercial Discounting		

GSA Schedule 71 High Density Price List: http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?Product=1676&Container=2065&DocumentId=9976		
Products	List Price	Discount
Standard Commercial Discounting		

GSA Schedule 71 High Density Price List: http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?Product=1676&Container=2065&DocumentId=9976		
Products	List Price	Discount
Standard Commercial Discounting		

GSA Schedule 71 High Density Price List: http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?Product=1676&Container=2065&DocumentId=9976		
Products	List Price	Discount
Standard Commercial Discounting		

GSA Schedule 71 High Density Price List: http://spacenet2.spacesaver.com/DocumentLibrary/Document.aspx?Product=1676&Container=2065&DocumentId=9976		
Products	List Price	Discount
Standard Commercial Discounting		

GSA Schedule 84 Law Enforcement Products		
Products	List Price	Discount
Standard Commercial Discounting		

GSA Schedule 36 Multimedia Cabinets Products		
Products	List Price	Discount
Standard Commercial Discounting		

Balance of Line Items		
Products	List Price	Discount
Standard Commercial Discounting		

Concurrence by Jimmy E. Deal 6/9/2015

MIAMI SPRINGS POLICE DEPARTMENT
MEMORANDIUM

TO: Ronald K. Gorland, City Manager
THRU: Armando A. Guzman, Chief of Police
FROM: Jimmy E. Deal, Sergeant
SUBJECT: Purchase of New Evidence Storage Lockers
DATE: June 8, 2015

Per your direction, an evaluation of our current short-term evidence storage system was conducted and upgrading the department's current short-term evidence storage locker would help guarantee better security and integrity of evidence. A short-term evidence storage solution that that does not require keys for deposit of evidence or property was determined to be the best solution.

Various local law enforcement agencies were contacted and a number of them are utilizing or currently installing Spacesaver's evidence storage systems (i.e. South Miami, Miami Gardens and the Town of Medley Police Departments. These short-term evidence and property storage lockers will increase security of evidence and overall accountability. Evidence or property is deposited by an officer. They then close the locker door and press its lock button. The evidence can later be retrieved only by an authorized Evidence Custodian.

The evidence lockers will be comprised of a total of nine lockers of various heights and widths to accommodate different sizes of property and evidence (overall size - 82" in height, 72" in width, and 24" in depth). Two smaller locker compartments will have mail slots installed on their doors that will provide quick deposit of smaller pieces of evidence such as video tapes, CDs, and other small packages enhancing usable space. These evidence lockers have multipoint dead bolt locking systems, double walled, welded doors and anti-pry tabs to provide assurance that evidence will not be compromised. Spacesaver evidence lockers have a lifetime warranty on the frame, a 5-year warranty on moving parts and a 1 year warranty on all parts and labor.

Cost breakdown under State of Florida contract #56121000-15-1, purchased from Patterson Pope Inc.:

1 – Spacesaver Non-Pass Thru Evidence Locker (as specified)	List Price:	\$17,779.00
	Less 44.75%:	<u>7,956.10</u>
	Subtotal:	9,811.90
	Installation & Local Fees:	<u>3,967.00</u>
	Total Cost:	\$13,789.90

I recommend that this item be placed on the next regular Council Meeting Agenda for approval.



AGENDA MEMORANDUM

Meeting Date: 6/22/2015

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

Via: Ron Gorland, City Manager

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

Subject: Howard's Fertilizer & Chemical

RECOMMENDATION:

Recommendation by Golf that Council authorize the issuance of a Purchase Order to Howard's Fertilizer & Chemical, utilizing Town of Davie Bid # B-14-25, on an "as needed basis" in the amount of \$11,000.00, for custom pre-emergent fertilizer blends as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: To continue treating and improve playability of the greens, tees, fairways and roughs with pre-emergent fertilizer blends.

Submission Date and Time: 6/15/2015 2:31 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-5708-572-52-31</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>100,000.00</u>
	Attorney: _____	Current request: \$ <u>10,000.00</u>
		Total vendor amount: \$ <u>111,000.00</u>



TOWN OF DAVIE PROCUREMENT AUTHORIZATION FORM

ITEM DESCRIPTION (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

HORTICULTURAL CHEMICALS- THIS IS A SE FLORIDA
COOPERATIVE PURCHASING GROUP CONTRACT WITH THE TOWN
OF DAVIE ACTING AS LEAD AGENCY.

METHOD OF PROCUREMENT (mark the one that applies)

- Open Competitive Bidding Sole Source Single Source Co-Op Bid Number _____
- Piggyback on Contract Number (including name of entity) _____
- Request for Proposal/Qualification Reverse Bid

ACCOUNT NUMBER OPERATING ACCOUNTS APPROXIMATE COST COMMODITY
OF USING DEPTS.

Signed and Date: _____
Department Director

TOWN ADMINISTRATOR AND BUDGET/FINANCE DEPT. USE ONLY. DO NOT WRITE BELOW THIS LINE.

Funds pre-encumbered by requisition number: <u>MA - PURCHASE ORDER</u>	Sign and Date: <u>12/16/13</u>	Procurement Manager
<u>ISSUED ON A/V</u> <u>AS NEEDED BASIS</u>		
Approved for Availability of Funds	Sign and Date: <u>MLC</u> <u>12/11/13</u>	Budget/Finance Director or Designee
Sign and Date by Town Administrator	<u>M. Behr</u> <u>1-2-14</u>	

<u>VENDOR</u>	<u>BIDS SUBMITTED</u>
<u>HELENA CHEMICAL</u>	<u>SEE ATTACHED</u> <u>BID</u> <u>TABULATION</u>
<u>WINFIELD SOLUTIONS</u>	
<u>HOWARD FERTILIZER</u>	
<u>DIAMOND 2 FERTILIZER</u>	
<u>JOHN BERB LANDSCAPE</u>	
<u>CRUI PRODUCTION</u>	

Signed _____
Procurement Manager

STAFF RECOMMENDATION/COMMENTS

<u>LOWEST RESPONSIVE + RESPONSIBLE</u>	<u>PER ATTACHED</u>
<u>BIDDER FOR EACH ITEM</u>	<u>BID TABULATION</u>
Vendor	Cost

BID OPENING REPORT

BID NAME: B-14-25

TIME: 2:06 PM

BID NUMBER: Horticultural chemicals

DATE: 2.20.14

ESTIMATED COST: _____

NO. CONTRACTOR'S NAME BID AMOUNT COMMERCIAL RANKING

1.	Winfield Solutions	See Attached	
2.	Howard Fertigen	Beid	Tabulation
3.	John Deere Landscapes		
4.	Diamond R		
5.	Crop Production		
6.	Helena chemical		
7.			
8.			
9.			
10.			

REMARKS

SPECS SENT TO TWENTY (20) PROSPECTIVE BIDDERS
TOWN REC'D SIX (6) BIDS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Angela Saleiro
 WITNESS: Elma Blackston

DATE: 2/20/14
 DATE: 2/20/14

Attachment "A"

MEMORANDUM

Department of Budget and Finance

To: Mayor and Town Council

From: Herb Hyman, CPPO, CPPB, FCPM, FCPA, FCCN Procurement Manager

Through: William Ackerman, Budget & Finance Director

Subject: Horticultural Chemicals

Date: February 28, 2014

This is a co-op bid with the Town of Davie acting as lead agency for the SE Florida Co-operative Purchasing Group. There are twenty-one (21) agencies participating in this cooperative bid. The technical requirements of this bid have been reviewed by Deanna McAtamney, City of Fort Lauderdale. Some bidders offered generic products as an "or equal". All generics were reviewed for compliance by Deanna McAtamney.

HORTICULTURAL CHEMICALS-2012

<u>ITEM</u>	<u>VENDOR</u>	<u>PRICE</u>	<u>PRODUCT AWARDED</u>
Drive XLR8	Howard Fertilizer	\$48.35/ ½ gal.	Drive XLR8
Rodeo	Helena Chemical	\$19.00/gal.	Rodeo
Sencor	Winfield Solutions	\$17.95/lb.	Tricor DF
Roundup ProMax 1.67	Crop Production	\$26.00/gal	Roundup ProMax
Roundup ProMax 30	Crop Production	\$24.50/gal	Roundup ProMax
Ranger Pro 2.5 gal.	Winfield Solutions	\$16.23/gal.	Ranger Pro
Ranger Pro 30 gal.	Winfield Solutions	\$15.42/gal.	Ranger Pro
Garlon	Crop Production	\$43.20/gal.	Element 3A
2,4-D	Crop Production	\$13.90/gal.	2,4-D Amine 4
Three-Way	Winfield Solutions	\$21.40/gal	Strike Three
Image	Helena Chemical	\$80.89/btl.	Image
Surflan	John Deere	\$45.312/gal.	Oryzalin 4 Pro
Ronstar	Diamond R	\$1.14/lb.	Oxadiazon 2G
Barricade	Diamond R	\$10.25/lb.	Cavalcade 65WDG
Basagran	Winfield Solutions	\$97.26/gal.	Basagran
Pre-M 2 ½ gal	Diamond R	\$22.20/gal	Pin-Dee T & O
Pre-M 40 lb.	Helena Chemical	\$1.31/lb.	Pendulum 2G
Reward (Diquat)	Crop Production	\$40.20/gal.	Tribune
Sedgehammer	John Deere	\$59.83/cont	Sedgehammer
Trimec Plus	NO AWARD		
Illoxan 3EC	Helena Chemical	\$245.99/gal.	Illoxan 3EC
Asulox	Diamond R	\$46.90/gal.	Asulox
Finale	Winfield Solutions	\$42.40/gal.	Finale

	<u>ITEM</u> <u>AWARDED</u>	<u>VENDOR</u>	<u>PRICE</u>	<u>PRODUCT</u>
	Pendulum 3.3EC	Diamond R	\$22.20/gal.	Pin Dee T & O
	Dismiss	Howard Fertilizer	\$50.00/btl.	Dismiss
1)	Revolver	All Bidders	\$540.00/cont.	Revolver
	Certainty	Howard Fertilizer	\$62.00/btl.	Certainty
	Cutless 0.33G	Winfield Solutions	\$5.20/lb.	Cutless 0.33G
	Hydrothol 191	Winfield Solutions	\$61.84/gal.	Hydrothol 191
	Snapshot 2.5 TG	John Deere	\$1.3999/lb	Snapshot 2.5 TG
	Ronstar Flo	Diamond R	\$155.00/gal	Ronstar Flo
	Pennant Magnum	Helena Chemical	\$170.10/gal	Pennant Magnum
2)	Tribute	All Bidders	\$319.50/btl	Tribute
	Sureguard	John Deere	\$120.354/lb	Sureguard
3)	Celsius WG	All Bidders	\$90.70/btl	Celsius
	Quicksilver T & O	Howard Fertilizer	\$109.00/btl	Quicksilver
	Roundup Quik Pro	Winfield Solutions	\$57.53/btl	Roundup Quik Pro
	Orthene .97	Diamond R	\$6.52/lb.	Acephate 97 UP
	Sevin SL	Helena Chemical	\$33.12/gal.	Sevin SL
4)	Top Choice	Helena Chemical	\$2.75/lb.	Top Choice
	Merit WSP	John Deere	\$2.203/oz.	Equil Adonis 75WSP
	Cygon	Diamond R	\$47.20/gal.	Dimethoate 4E
	Demand CS	Diamond R	\$40.00/qt	Lambda GC-O
	Talstar	John Deere	\$27.39/gal	Crosscheck Plus
	Talstar granular	John Deere	\$.25/lb.	Crosscheck
	Merit 0.5G	Diamond R	\$.70/lb.	Imidaclorpid 0.5G
	Dylox 6.2	Helena Chemical	\$1.13/lb.	Dylox 6.2G
	Avid 0.15EC	Diamond R	\$173.80/gal	Lucid
	Crosscheck Plus	John Deere	\$27.39/gal	Crosscheck Plus
	Acephate	Diamond R	\$6.98/lb	Acephate 97 UP
	Arena	Diamond R	\$5.30825/oz	Arena
	Daconil weather stick	Helena Chemical	\$25.65/gal.	Echo 720
	Subdue	Diamond R	\$384.00/gal	Mefenoxam 2AQ
	Mancozeb	John Deere	\$19.52/gal	Mancozeb
	Alliette Powder	Diamond R	\$15.48/lb.	Fosetyl-AL
	Armada	Howard Fertilizer	\$2.60/oz.	Armada 50 WDG
	Eagle 20EW	John Deere	\$25.707/pt.	Eagle 20 EW
	Fore 80WP	Howard Fertilizer	\$7.17/lb	Fore 80WP
	Heritage TL	John Deere	\$497.00/gal	Heritage TL
	Insignia	Winfield Solutions	\$204.00/gal	Insignia SC
	Caravan G	Helena Chemical	\$1.58/lb	Caravan G
	Chlorothalonil	Helena Chemical	\$25.65/gal	Echo 720
	Thiophanate-methyl	Diamond R	\$53.80/gal	T-Methyl 4.5
	Propiconazole	Helena Chemical	\$63.00/gal	Propiconazole
	Pro Star 70 WDG	Howard Fertilizer	\$51.30/lb	Pro Star 70 WDG
	Bayleton 50	John Deere	\$99.578/lb	Bayleton 50 WSP
	Amdro 25 lbs.	Diamond R	\$5.28/lb	Pro Bait
	Amdro 3 lb.	Diamond R	\$5.83/lb.	Pro Bait
	Logic/Award	Winfield Solutions	\$6.20/lb	Ascend
	Advion	See Note 5	\$10.00/lb	Advion

Wetting agent	Crop Production	\$10.40/gal.	Scanner
Wetting agent-granular	Diamond R	\$.98/lb.	Aqua Aid
Tracker Dye 2.5 gal	Helena Chemical	\$14.90/gal	Spec Spray Ind
Tracker Dye 1 gal	Helena Chemical	\$15.20/gal	Spec Spray Ind
Stick/spread	Howard Fertilizer	\$8.80/gal.	Surfactant 80/20
Foam Buster	Helena Chemical	\$4.53/qt.	Defoamer

NOTES

- 1) This is an agency product. All bidders are required to bid the same price. Therefore, the bid is awarded to Helena, Winfield, Howard, and John Deere for this item.
- 2) Same as 1 above.
- 3) Same as 1 above
- 4) Helena was the only bidder to bid the requested product (no substitutions accepted for this item) without a restriction on the quantity.
- 5) This was a tie bid. Award is made to both Winfield Solutions and Howard Fertilizer.

Should any vendor be unable to honor their price at any time during the term of this contract, the award will revert to the next lowest bidder.



AGENDA MEMORANDUM

Meeting Date: 6/22/2015
To: The Honorable Mayor Xavier Garcia and Members of the City Council
Via: Ron Gorland, City Manager
From: Paul O'Dell, Golf and Country Club Director
Subject: Acushnet

RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Acushnet, as a sole source provider, on an "as needed basis" in the amount of \$ 10,000.00, for golf merchandise in our golf shop at the clubhouse as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: Acushnet is the parent company of Titleist and Foot Jot products. They hold the marketing and distributing rights to these products. We carry the Titleist and Foot Joy products in our golf shop and re-sell them to our customers.

Submission Date and Time: 6/9/2015 3:48 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u>Paul O'Dell</u>	Dept./ Desc.: <u>Golf Course Operations</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u>[Signature]</u>	Account No.: <u>001-5707-572-5205</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u>[Signature]</u>	Amount previously approved: \$ <u>27,000.00</u>
	Attorney: _____	Current request: \$ <u>10,000.00</u>
		Total vendor amount: \$ <u>37,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 6/22/2015

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

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

From: Tammy Romero, Professional Services Supervisor

Subject: Southern Waste System Citywide Dumpster Services

RECOMMENDATION:

Recommendation by Finance that Council authorize the execution of a one year contract beginning July 1st, 2015 with Southern Waste Systems (SWS) with an option to renew 3 additional one year terms for garbage collection and disposal services citywide utilizing Miami Dade County contract # 6938-2/22.

DISCUSSION: The current contract is expiring with SWS and piggybacking off the Miami Dade County contract allows the City to receive lower rates than we pay now while still remaining with the same company we currently use.

Each dept. has the following: PW- 1 8yd, 2 pickups weekly; City Hall -12yd, 5 pickups weekly; Golf- 1 2yd, 2 pickups weekly and 1 6yd, 2 pickups weekly; Senior Center- 1 2yd, 3 pickups weekly; and Recreation- 1 2yd, 4 pickups weekly and 1 96gal., 1 pickup weekly.

FISCAL IMPACT: None. Funds were approved in the Fiscal Year budget within each department listed below.

Submission Date and Time: 6/18/2015 4:14 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf/ Contractual Services</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <u>[Signature]</u>	<u>PW & City Hall/Dumping and Disposal</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	<u>Senior Center /Dumping & Disposal</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u>[Signature]</u>	<u>Recreation/Contractual Services</u>
		Account No.: 001-5707-572-34-00 430-3401-534-34-02 140-5101-519-34-02 001-5701-572-34-00
		Additional Funding: _____
		Amount previously approved: \$ <u>15,111.00</u>
		Current request: \$ <u>4,897.12</u>
		Total vendor amount: \$ <u>20,008.12</u>

VENDOR NAME: WASTE MANAGEMENT INC OF FLORIDA
 DBA:
 FEIN: 591094518 SUFFIX : 09 33127
 STREET: 2125 NW 10TH COURT CITY: MIAMI ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:	CERTIFIED VENDOR	ASSIGNED MEASURES
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
ROSA RAMOS	954-984-3048	-	305-325-1794	CMARRERO@WM.COM

VENDOR NAME: SOUTHERN WASTE SYSTEMS LLC
 DBA:
 FEIN: 650936043 SUFFIX : 01 33317
 STREET: 2380 COLLEGE AVENUE CITY: DAVIE ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: 800-800-7732

VENDOR INFORMATION:	CERTIFIED VENDOR	ASSIGNED MEASURES
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
CHARLES GUSMANO	888-800-7732	800-800-7732	561-828-8315	CGUSMANO@SWSFL.COM



AGENDA MEMORANDUM

Meeting Date: 6/22/2015
To: The Honorable Mayor and Members of the City Council
Via: Ron Gorland, City Manager *[Signature]*
From: William Alonso, Assistant City Manager/ Finance Director
Subject: Police Appreciation Dinner

Recommendation:

Recommendation by Finance that Council approve an expenditure to Woodys West End Tavern in the amount of \$ 990.00, for the May 29th Police Appreciation Dinner as funds were approved in the FY14/15 Budget,

Discussion/Analysis:

This is the annual Police event that Council budgeted for FY14-15.

Fiscal Impact (If applicable):

\$990.00 as budgeted for FY14/15 under Council's Promotions line item budget

Submission Date and Time: 6/8/2015 11:39 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: <i>[Signature]</i>	Dept./ Desc.: <u>City Council</u>
Prepared by: <u>William Alonso</u>	Procurement: <i>[Signature]</i>	Account No.: <u>001-0101-511-48-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ <u>-0-</u>
	Attorney: _____	Current request: \$ <u>\$990.00</u>
		Total vendor amount: \$ <u>\$990.00</u>

WOODYS WEST END TAVERN
600 PAYNE DRIVE
MIAMI SPRINGS, FL 33166

Invoice for : Patricia A. Bradley (bradley@miamisprings-fl.gov)
City of Miami Springs - Police Dinner May 2015

INVOICE

Date	Qty	Description	Rate	Total
5/29/2015	110	Police Dinner - May 2015	\$ 9.00	\$ 990.00
		Meal - Steak with baked potato & salad		

Grand Total \$ 990.00



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: May 20, 2015
 SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Board of Adjustment/Zoning and Planning Board</u>				
Mayor Xavier Garcia	Juan Molina	04-30-2015	01-29-2015	01-29-2015
Vice Mayor Best	Bob Calvert	04-30-2015	01-28-2013	01-28-2013
Councilman Bain	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilwoman Buckner	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
Councilman Petralanda	Manuel Pérez-Vichot	04-30-2014	12-14-1998	04-25-2011
Councilman Petralanda	VACANT	10-31-2015		
<u>Architectural Review Board</u>				
Mayor Xavier Garcia	Marc Scavuzzo*	10-31-2014	08-27-2012	10-08-2012
Vice Mayor Best	Valentine Soler	10-31-2014	01-14-2013	01-14-2013
Councilman Bain	Joe Valencia*	10-31-2014	02-27-2012	02-27-2012
Councilwoman Buckner	Fredy Albiza*	10-31-2014	08-27-2012	11-19-2012
Councilman Petralanda	Ana Paula Ibarra*	10-31-2014	10-10-2011	10-08-2012
<u>Code Enforcement Board</u>				
Mayor Xavier Garcia	Jorge Filgueira*	11-30-2014	08-27-2012	08-27-2012
Mayor Xavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Vice Mayor Best	Marlene B. Jiménez	09-30-2015	03-02-2005	09-24-2012
Councilman Bain	John Bankston	09-30-2014	09-23-2002	09-10-2012
Councilman Bain	Rhonda Calvert	09-30-2014	09-25-2006	09-10-2012
Councilwoman Buckner	Jacqueline Martinez Regueira	09-30-2015	06-09-2003	11-19-2012
Councilman Petralanda	Robert (Bob) Williams	09-30-2016	03-10-2008	10-25-2010
<u>Code Review Board</u>				
Mayor Xavier Garcia	VACANT	04-30-2015		
Vice Mayor Best	Maria (Nuñez) Garrett	04-30-2014	05-08-2009	04-23-2012
Councilman Bain	Arthur Freyre	04-30-2017	05-19-2009	05-09-2011
Councilwoman Buckner	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Councilman Petralanda	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
<u>Disability Advisory Board</u>				
Mayor Xavier Garcia	VACANT	12-31-2016		
Vice Mayor Best	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Councilman Bain	Grace Bain	12-31-2016	01-13-2014	01-13-2014
Councilwoman Buckner	Richard Barnes	12-31-2016	05-11-2009	01-24-2011
Councilman Petralanda	Thomas W. Cannon	12-31-2016		

Ecology Board

Mayor Zavier Garcia	Wendy Anderson Booher*	04-30-2015	01-12-2009	04-09-2012
Vice Mayor Best	Trina Aguila	04-30-2015	10-28-2013	10-28-2013
Councilman Bain	Carl Malek*	04-30-2017	11-22-2010	05-09-2011
Councilwoman Buckner	Marielys Acosta	04-30-2016	09-09-2013	09-09-2013
Councilman Petralanda	Steve Owens	04-30-2016	08-12-2013	08-12-2013

Education Advisory Board

Mayor Zavier Garcia	Alyssa C. Roelans	05-31-2015	02-17-2015	02-17-2015
Vice Mayor Best	Constantino Hernandez	05-31-2015	04-27-2015	04-27-2015
Councilman Bain	Dr. Mara Zapata*	05-31-2015	06-13-2011	06-13-2011
Councilwoman Buckner	Ilia Molina	05-31-2015	02-05-2015	02-05-2015
Councilman Petralanda	Kim Werner	05-31-2015	05-13-2013	05-13-2013

Golf and Country Club Advisory Board

Mayor Zavier Garcia	Michael Domínguez*	07-31-2015	04-12-2010	09-26-2011
Vice Mayor Best	Mark Safreed	07-30-2015	08-08-2005	06-27-2011
Councilman Bain	George Heider	07-31-2015	08-13-2001	06-27-2011
Councilwoman Buckner	Ken Amendola*	07-31-2015	10-10-2011	10-10-2011
Councilman Petralanda	Art Rabade	07-31-2015	03-11-2013	03-11-2013

Historic Preservation Board

Mayor Zavier Garcia	Sydney Garton	01-31-2016	11-08-1993	02-08-2010
Vice Mayor Best	Charles M. Hill	02-28-2015	03-08-2004	03-26-2012
Councilman Bain	Yvonne Shonberger	02-28-2017	06-13-2005	09-10-2012
Councilwoman Buckner	Dr. James Watson	02-28-2015	06-09-2014	06-09-2014
Councilman Petralanda	Jo Ellen Phillips	01-31-2016	2-14-2013	08-26-2013

Board of Parks & Parkways

Mayor Zavier Garcia	Eric Richey	04-30-2015	02-13-1989	04-09-2012
Vice Mayor Best	Tammy K. Johnston	04-30-2015	04-27-2006	04-09-2012
Councilman Bain	Lynne V. Brooks*	04-30-2015	08-08-2011	04-09-2012
Councilwoman Buckner	Irene Priess	04-30-2017	08-13-2001	04-25-2011
Councilman Petralanda	Lee Fisher	04-30-2017	03-23-2015	03-23-2015

Recreation Commission

Mayor Zavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
Vice Mayor Best	Mark A. Johnston	04-30-2018	04-22-2013	04-22-2013
Councilman Bain	Dr. Stephanie Kondy	04-30-2017	06-13-2005	09-10-2012
Councilwoman Buckner	VACANT	04-30-2015		
Councilman Petralanda	Alexander Anthony	04-30-2016	08-12-2013	08-12-2013

* Architectural Review Board

Ecology Board - Council confirmation required per §32.40

Education Advisory Board - Council confirmation required per §32.99 (A)

Board of Parks and Parkways – Council confirmation required per §32.30

“No Board/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 City Council.”



AGENDA MEMORANDUM

Meeting Date: 6/22/2015

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

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

From: Tammy Romero, Professional Services Supervisor 

Subject: Appointment of five members to the Ad Hoc Art in Public Places (APP) Committee

Recommendation:

Request that Council appoint five members to a municipal ad hoc APP Committee that will be assisted by staff trained in the County procedures to fulfill the mandates of the County ordinance. They will be assisted by project managers/architects/engineers and representatives from the City Staff.

Attachment "A" worksheet for the Aquatic Center, we project the APP total to be \$71,869, based on a review of the construction budget now being conducted by the Miami-Dade County Art in Public Places Professional Advisory Trust Board. Of this amount, 15% (\$10,780) must be retained in an interest-bearing account for ongoing maintenance and repair of the art work, up to another 15% may be used for administrative costs with \$3-5,000 to be set aside as stipends to finalists for the development and presentation of site-specific proposals and a charge of \$500 from the County to disperse the RFQ to their substantial list, leaving approximately \$50,308 to be awarded for implementation.

Attachment "B" is a list of the 2009 APP Committee that was convened for the Community Center. Two of the members, Mr. Trowbridge and Mrs. Fleischman, have indicated that they are again willing to serve if appointed. Mrs. Campbell no longer lives in the area, and the remaining members have not responded to staff regarding future involvement.

Discussion/Analysis:

Background: Miami-Dade County Ordinance 94-12 mandates a 1½ % set-aside for commission, purchase, installation and ongoing maintenance of public art for additions or new construction of all governmental buildings. The Art in Public Places (APP) program is a requirement for all capital projects of Miami-Dade County and each municipality in Miami-Dade County that develop new government buildings that shelter people in a wholly or partially enclosed manner and serve a public purpose. New government buildings include newly constructed structures and existing buildings that are converted to a new use.

County guidelines state:

- 1½ % of construction cost of new government buildings, includes but is not limited to:
 - architectural and engineering fees;
 - specialty consulting fees;
 - construction costs (including all systems and features that make a facility functional);
 - site work; and contingency allowances.

- An APP Professional Advisory Committee (PAC) is convened to review artists' submissions and to make commission recommendations to the APP Trust. Committee members are arts professionals appointed by the APP Trust.
- Departments attend and participate in the PAC selection process (especially, project managers/architects/engineers and representatives from the specific users of the building).
- Community representatives can participate at the departments' and APP's discretion.

County stipulations specific to the City's obligation in the Aquatic Center project:

(Procedure Number: 358 Effective Date: 01/14)

1. Municipal governments are required to implement the APP provision set forth in the County Code.
2. Municipalities have the option of administering their own public art projects or working collaboratively with Miami-Dade Art in Public Places to administer, manage and implement the public art projects.
3. If the municipality chooses to implement its own public art projects, it is responsible for adhering to the program's requirements, as outlined in these procedures and highlighted as follows:
 - 1½ % of the total capital cost of new government buildings must be allocated for the commission or purchase of artworks as defined in these procedures;
 - **a competitive, quality-based artist selection process must take place and a selection committee with knowledge and expertise in the visual arts must select the art work;**
 - APP funds must be used solely for commissioning works of public art and a professional artist must be contracted with to implement the public art project;
 - a percentage of the APP funds may be set aside for program administrative costs and repair and restoration expenses for the public art project. It is recommended that up to 15% of the total public art allocation be set aside for costs associated with administering the project and up to 15% be set aside for costs associated with the future repair or restoration of the public art project;
 - Miami-Dade County Department of Cultural Affairs and its APP staff are available to work with municipalities to assist them and confirm that they are meeting the APP program's requirements;
 - if a municipality chooses to implement its own public art projects, but requires the technical assistance of Miami-Dade County APP, a negotiated administrative fee can be determined based upon the complexity and duration of the project (15% plus \$3,000)

Fiscal Impact (If applicable): None. The 1½ % for Art in Public Places is included in the contract for the Aquatic Facility.

Submission Date and Time: 6/16/2015 12:30 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: _____	Dept./ Desc.: <u>Capital Improvements/Aquatic Fac.</u>
Prepared by: <u>Carol Foster</u>		Account No.: <u>310-3806-519-34-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Procurement: _____	Additional Funding: _____
		Amount previously approved: \$ _____
	Asst. City Mgr.: _____	Current request: \$ <u>71,869.00</u>
	City Manager: _____	Total amount: \$ <u>71,869.00</u>

Capital Project - APP Budget Allocation Worksheet

Capital Project Name & Number		Submittal Date	
Miami Springs Aquatic Center		June 4, 2015	
Name and Title of Person Completing Worksheet		Signed & Approved by	
Ronald Gorland, City Manager			
Commissioning Department	Project Start Date	Project End Date	
City of Miami Springs	May, 2015	June, 2015	
Brief Description			
Hybrid pool with ancillary deck, multipurpose, restroom, concession and office support facilities			

Design & Admin Costs

Item	Description	Estimated Cost	Actual Award Cost
A.	Professional Basic Fees (A/E Consultants)	\$ 216,000 -	\$ 216,000 -
B.	Specialty Consultants, Reimbursable Allowances, Soil Boring Testing, Surveying, Inspector General, etc	\$ 10,430 -	\$ 10,430 -
C.	Program Management (Project and Construction Management)	\$ 498,400 -	\$ 498,400 -
D.	Other Costs	\$ 136,157 -	\$ 136,157 -
CATEGORY TOTAL (A thru D)		\$ 860,987 -	\$ 860,987 -

Construction Costs

Item	Description	Estimated Cost	Actual Award Cost
E.	New Construction	\$ 2,457,958 -	\$ 2,457,958 -
F.	Demolition	\$ 55,900 -	\$ 55,900 -
G.	Built-In Equipment (such as Moving Escalators and Walkways, Elevators Fire & Security Alarm, IT, Back Up Generators, etc)	\$ 188,978 -	\$ 188,978 -
H.	Furnishings, Fixtures, and Non-Integral Equipment	\$ 461,552 -	\$ 461,552 -
I.	All Civil Related Work (such as landscape, sidewalks, surface lot, roadway, pavement, lighting, etc)	\$ 556,017 -	\$ 556,017 -
J.	Environmental Remediation	\$ N/A -	\$ N/A -
K.	Allowance Accounts (e.g. permitting, threshold inspections, reimbursables, alternates)	\$ -0- -	\$ -0- -
L.	Contingency Account	\$ 209,858 -	\$ 209,858 -
CATEGORY TOTAL (E thru L)		\$ 3,930,263 -	\$ 3,930,263 -

	Estimated Cost	Actual Award Cost
Design & Admin Total	\$ 860,987 -	\$ 860,987 -
Construction Total	\$ 3,930,263 -	\$ 3,930,263 -
Total Eligible Costs	\$ 4,791,250 -	\$ 4,791,250 -

Estimated Amount of APP Allocation (1.5%)	\$ 71,869 -
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Actual Amount of APP Allocation (1.5%)	\$ 71,869 -
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REMARKS

The above referenced line items are not intended to be an all inclusive list of project expenses required to contribute to the APP allocation. These represent the most common expenses called out in eligible County capital projects.

Ad Hoc Committee – Art in Public Places

Aldo Bartolone
325 North Royal Poinciana Boulevard
Miami Springs, Florida 33166
305.799.8002 – Cell
786.337.8633 – Work
954.349.1445 – Home
utvols@bellsouth.net

Appointed by Mayor Bain

Kathy Fleischman
810 Pinecrest Drive
Miami Springs, Florida 33166
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786.547.5517 – Cell
kfleischman@fijiwater.com

Appointed by Vice Mayor Best – Group I

Cristina Arce
601 Nightingale Avenue
Miami Springs, Florida 33166
305.805.0940 – Home
305.992.0101 – Cell
carce@capturedglory.net

Appointed by Councilman Espino – Group II

Laura Campbell
751 Dove Avenue
Miami Springs Senior High School
Miami Springs, FL 33166
305.876.9154 – Home
305.885.3585 – Work
fivecampbellsare@netscape.net

Appointed by Councilman Lob – Group III

Mark Trowbridge
260 Hibiscus Drive
Miami Springs, Florida 33166
305.446.1657 – Work
305.805.3617 – Home
305.725.5571 – Cell
MATGator1@aol.com
mtrowbridge@coralgableschambers.org

Appointed by Councilwoman Ator – Group IV

From: "Doherty, Linda" <Linda.Doherty@crowncastle.com>
Date: Mon, 11 May 2015 14:08:48 -0400
To: "jseiden@olsrhh.com" <jseiden@olsrhh.com>
Cc: "gorlandr@miamisprings-fl.gov" <gorlandr@miamisprings-fl.gov>
Subject: Crown Castle cell tower BU#878268 Hook Square
Attachments: Hook Square BU878268 BTL LE.doc

Good afternoon Mr. Seiden,

Thank you for your call and message last week regarding Crown Castle's cell tower located in Hook Square and referenced above. As mentioned, I have attached a proposal to update the tower lease and secure the site for the tenants.

It's important that I communicate with you as our partner to keep you updated as to what is happening in our industry and to let you know how you might assist and participate. Recently, the amount of time on the existing ground lease has become more important to our mutual interests than ever before. Those sites with less than ten (10) years remaining on the ground leases have become the focus of the carrier's concerns. The carriers are in the process of selecting the most secure sites in order to justify millions of dollars for 4G network upgrades to their equipment and new installations over the next few years to meet the increased demand for text messaging, photos, videos, and wireless internet technology. We would like nothing more than to let the carriers know that the concerns they have with regards to the length of your underlying ground lease have been addressed and are no longer an issue for this telecommunications facility.

Crown Castle desires to operate our towers well into the future and is highly focused on managing our sites to their fullest potential. Our existing agreement for the Hook Square tower site does not currently reflect terms that allow you to capitalize on the lucrative opportunities presently available. I have included a rent increase and bonus with the 20 year lease extension proposal so that the City may capture additional future revenue. With current demand in your area for AT&T and a lease terminating in less than 6 years, now is the time to move forward and update your lease.

Thanks Mr. Seiden. I look forward to working with you on this extension.

Linda

LINDA DOHERTY

Sr. Government Site Specialist
T 941-308-5253 / M 941-914-0808 / F 724-416-6452
Linda.doherty@crowncastle.com

CROWN CASTLE

301 N. Cattlemen Rd, Suite 200, Sarasota, FL 34232
www.CrownCastle.com

"This email is for discussion purposes only. The parties will not be bound in any respect until and unless a Letter Agreement or other written agreement is signed by all parties."

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Crown Castle
301 North Cattlemen Road, Ste 200
Sarasota, FL 34232

Tel: 941.308.5253
Fax: 724.416.6452
www.crowncastle.com

May 11, 2015

Sent via email to: Jan Seiden
jseiden@olsrhh.com
Ron Gorland
gorlandr@miamisprings-fl.gov

Re: Business Unit #878268
Site Name: Hook Square

Parent Parcel: Hook Square, Miami Springs, FL

Current Lease: By and between STC Five LLC by Global Signal Acquisitions II LLC its Attorney In Fact (Sprint)(Lessee") and City of Miami Springs ("Lessor"), for a 1600 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

1. The Lease currently provides in section 5 that there are two (2) five (5) year renewal terms. That section will be amended to provide for an additional four (4) five (5) year automatic renewal terms. The new final Lease expiration date will be March 13, 2041.
2. On March 14, 2021 the monthly rent shall increase one-time by an amount equal to 10% of the monthly rent in effect for the immediately preceding month ("One-Time Rent Increase") in addition to the regular percentage rent increase that is scheduled to occur pursuant to the Lease on the same date ("Regular Rent Escalation"). The Regular Rent Escalation shall be applied first, and then the One-time Rent Increase shall be applied after the rent is increased pursuant to the Regular Rent Escalation.
3. If Lessor receives an acceptable offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions.

4. The Lease Amendment shall include a provision stating that Lessee will pay to Lessor a one-time amount of Fifteen Thousand Dollars (\$15,000.00) for the full execution of the Lease Amendment within 60 days of the full execution of the Lease Amendment.
5. All other Lease terms will remain the same including the annual escalation and revenue share provision.

Upon receipt of this document evidencing Lessor's acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to Lessee via fax to 724-416-6452 or by e-mail to Linda.doherty@crowncastle.com.

Lessor:

City of Miami Springs, FL

Dated: _____

Print Name

Lessee:

Dated: _____

Rhonda Lullo, Land Acquisition Manager

Print Name

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY
SOLID WASTE MANAGEMENT SYSTEM**

This Interlocal Agreement ("**Agreement**") is made and entered into this ____ day of _____, 20__, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and Miami Springs by and through its Council hereinafter referred to as **Contract City**, to provide for use of the County Solid Waste Management System by the **Contract City** for its municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of **County** Commissioners (the "Board") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

Whereas, the **County** desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

Whereas, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the **Contract City** desires to use the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein; and

Whereas, the **County** and the **Contract City** desire to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes.

Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

County Resolution No. R-167-13

Contract City Resolution No. _____

DEFINITIONS

For the purposes of this **Agreement**, the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 F.S.) by (a) county (ies), or (a) municipality (ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

County Resolution No. R-167-13

Contract City Resolution No. _____

Contract Cities – a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement**, the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996 shall be considered a **Contract City**.

County – Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Solid Waste Management System - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County, which shall include the North Dade Landfill (21500 NW 47th Avenue), South Dade Landfill (23707 SW 97th Avenue), Resources Recovery Facility (6990 NW 97th Avenue), Waste Management of Florida, Inc. Landfill in the City of Medley, Florida (9350 NW 89th Avenue), Northeast Transfer Station (18701 NE 6th Avenue), Central Transfer Station (1150 NW 20th Street) and West Transfer Station (2900 SW 72nd Avenue), and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Director - the Director of the Public Works and Waste Management Department or his/her designee.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1 of each year and ending September 30 of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

County Resolution No. R-167-13

Contract City Resolution No. _____

Municipal Solid Waste (MSW) – all discarded materials or substances, exclusive of source-separated recyclable materials, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

Short -Term Disposal - delivery of solid waste to the County Solid Waste Management System for disposal without having a minimum ten (10) year waste disposal agreement with the **County**.

Short -Term Disposal Fee(s) - the higher fee(s) paid by private haulers or municipalities for Short-Term disposal of solid waste in the County Solid Waste Management System.

Solid Waste – all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

Source-Separated Recyclable Materials - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, magazines, mixed waste paper, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not

be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1

CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2

RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity**. The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency**. The **County** shall maintain sufficient MSW disposal capacity in the County Solid Waste Management System to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to MSW disposal capacity for the MSW which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement**. The terms of this **Agreement** shall be substantially the same for all Contract Cities.

ARTICLE 3

RESPONSIBILITIES OF THE CONTRACT CITY

A. **Delivery of MSW to County**. The **Contract City** shall deliver all the MSW it collects or is collected for it for disposal, to a County Solid Waste Management System facility(ies) at Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida shall be permitted for the term of this agreement; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated July 31, 1998, is in effect, (2) the landfill is accepting MSW for disposal, and (3) MSW from (a) **Contract City(ies)** is not needed at the Resources Recovery facility, as determined by the Director, in his/her sole discretion.

The Director may identify particular facilities to which the **Contract City** shall deliver its MSW subject to the following:

- (i) The **Contract City** may deliver its MSW to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.
- (ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver MSW to a **County** transfer facility unless the County Disposal Fee is the same at all County Solid Waste Management System facilities.
- (iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest county-owned disposal facility.
- (iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty (20) miles from the **Contract City's** nearest boundary in order to take full advantage of it rights under this **Agreement**.
- (v) Regardless of the operating status of the County's Resources Recovery Facility, the **Contract City** shall be entitled to dispose of MSW at the Facility and to pay the regular disposal rate that applies to **Contract Cities**, which shall be the County's lowest rate for MSW disposal, for the term of this **Agreement**.

B. Use of Other Facilities Prohibited. The **Contract City** shall not deliver any MSW it collects or is collected for it for disposal to a solid waste disposal or transfer facility other than a County Solid Waste Management System facility for the term of this **Agreement**. The **Contract City** shall not deliver any MSW it collects or is collected for it, to a materials recovery or recycling facility for the term of this **Agreement**.

Notwithstanding the foregoing, in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

Other than:

- (i) A facility that is a part of the County Solid Waste Management System;
- (ii) A facility that is used exclusively to facilitate the delivery of MSW to County Solid Waste Management System facilities; or

- (iii) A facility that is subject to a solid waste disposal agreement with the County, which agreement shall not allow acceptance of third party waste either by agreement or regulation;

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its MSW disposal needs or deliver all or a portion of its MSW to the permitted solid waste disposal or transfer facility(ies) that meets the criteria established herein, provided however that any portion of the **Contract City's** MSW that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

C. Hauler Contracts. The **Contract City** shall include in any MSW collection contracts with Solid Waste haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement**, a provision that all MSW collected for the **Contract City** shall be delivered to a County Solid Waste Management System facility for disposal. This provision shall apply to exclusive franchise or license agreements with Solid Waste haulers to collect MSW on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul Solid Waste that is not collected on the **Contract City's** behalf.

D. Disposal and Transfer Fees. The **Contract City** shall pay a Disposal Fee (and a Transfer Fee, as applicable) for each ton of MSW delivered to the County Solid Waste Management System for disposal. As of October 1, 2012, the **Contract City** shall pay a Disposal Fee of sixty-three dollars and sixty-five cents (\$63.65) per ton to the **County** for disposal of MSW delivered to County Solid Waste Management System facilities. This Disposal Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. As applicable, as of October 1, 2012 the **Contract City** shall pay a Transfer Fee of twelve dollars and fifty-two cents (\$12.52) per ton to the **County** for transfer of MSW delivered to County Solid Waste Management System transfer facilities. This Transfer Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. The Disposal Fee and Transfer Fee may be increased or decreased for inflation or deflation beginning on October 1, 2013, and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement**. In the event that the actual CPI increase or decrease exceeds the four percent (4%) cap in a given Fiscal Year, the amount of CPI increase or decrease above or below the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than four percent (4%). The Disposal Fee and Transfer Fee shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this **Agreement**. The **County** shall notify the **Contract**

County Resolution No. R-167-13

Contract City Resolution No. _____

City of proposed Disposal Fee and Transfer Fee adjustments on the basis of change in law. The disposal fee or Transfer Fee increase based on Change in Law shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **County** Disposal Fee for the entire term of this **Agreement**, including, without limitation, tires and asbestos, if provided to the **County** for disposal.

E. **Terms of Payment**. The **County** shall invoice the **Contract City** for Disposal Fees, based on **County** weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement**, and continuing monthly thereafter for the term of this **Agreement**. In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal Fees owed to the **County** shall be due from, and payment shall be made by, **the Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. **Dispute on Invoicing**. In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The **County** Mayor or his/her designee shall confer with the **Contract City** and the **County** Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the **Contract City** disagree with the determination of the **County** Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

ARTICLE 4 **WEIGHING RECORDS**

The **County** shall cause all **County** Solid Waste Management System facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW from the **Contract City**, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The **County** or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The **Contract City** shall provide the **County** with information about each private hauler delivering MSW on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County, as amended from time to time.

The **County** will supply the **Contract City** with monthly weighing records as may be reasonably required by the **Contract City** to administer its waste collection program. Copies

County Resolution No. R-167-13

Contract City Resolution No. _____

of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Miami-Dade County Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

ARTICLE 5

SHORT-TERM DISPOSAL

The **Contract City** agrees that the County Solid Waste Management System may accept Solid Waste on a Short-Term Disposal basis from private or municipal haulers, so long as the capacity to receive MSW delivered on behalf of the **Contract City** is not impaired, and provided that such haulers shall pay (a) Short-Term Disposal Fee(s) of at least ten percent (10%) above that charged to **Contract Cities**. The (a) Short-Term Disposal Fee(s) shall be established by separate administrative order, which shall not become effective until approved by the Board. All Disposal Fee revenues generated pursuant to this **Agreement** shall be used to pay County Solid Waste Management System costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of Solid Waste to **County** disposal facilities (with the exception of agreements for delivery of Solid Waste collected by (a) private hauler(s) under contract with any municipality that is not a party to this **Agreement**, which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) Disposal Fee(s) less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

ARTICLE 6

RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

ARTICLE 7

HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8

DURATION OF AGREEMENT

The term of MSW deliveries by the **Contract City** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including October 1, 20____. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9

AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other Interlocal agreement between the **Contract City** and the **County** with regard to use of the County Solid Waste Management System. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10

REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11

REPRESENTATIONS OF THE CONTRACT CITY

The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Governing Body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 12

APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

County Resolution No. R-167-13
Contract City Resolution No. _____

To Contract City -
Ron Gorland
City Manager
201 Westward Drive
Miami Springs, FL 33166

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

ARTICLE 13

AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14

NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event the **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

ARTICLE 15

RIGHTS OF OTHERS

Nothing in this **Agreement**, either express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16

WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

ARTICLE 17
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18
COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**County** event of default". If a **County** event of default should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement**, together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **County** shall maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a "**County** event of default" unless the **Contract City** first give(s) the **County** written notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19
CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**Contract City** event of default". If a **Contract City** event of default should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a

County Resolution No. R-167-13

Contract City Resolution No. _____

"City event of default" unless the **County** first gives the **Contract City** written notice of intent to terminate specifying the alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21

TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**.

ARTICLE 22

COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23

INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this **Agreement** to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **Contract City** has caused this **Agreement** to be executed in its name by the Manager/Mayor of the **Contract City** or his/her designee, attested by the Clerk of the **Contract City's** governing body and has caused the seal of the **Contract City's** governing body to be hereto attached, all on the day and year first written above.

Attest: HARVEY RUVIN,
Clerk of the Board

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

By: _____
Deputy Clerk

By: _____
County Mayor
Miami-Dade County Florida
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 N.W. 1st Street
Miami, FL 33128

Assistant County Attorney

County Resolution No. R-167-13
Contract City Resolution No. _____

CONTRACT CITY

a Florida Municipal Corporation

ATTEST:

By:

This day of _____, 20__

[corporate seal]

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO FORM AND
CORRECTNESS:



AGENDA MEMORANDUM

Meeting Date: 6/15/2015

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

Via: Ron Gorland, City Manager

From: Omar L. Luna, Recreation Director

Subject: Tennis Court Repairs and Re-Surfacing

RECOMMENDATION:

Recommendation by Recreation that Council approve an expenditure to Superior Park System, Inc., the lowest responsible quote, in an amount not to exceed \$27,332.00, for the repairs and resurface of tennis courts as funds were designated by Council in the designated fund balance for FY14/15 Budget, pursuant to Section §31.11 (C)(2) of the City Code.

DISCUSSION: The Tennis Court surface is cracking and the courts are in need of repairs and resurfacing.

Please note per the contractor the following:

"Miami Springs acknowledges the severity of the structural cracks in the surface. These are caused by two major problems: first the proximity to the canal, fluctuation water tables make for unstable sub base, which in turn causes cracking and the previous use of concrete under the asphalt. There is a uniform crack approximately 7' to 8' around the perimeter of ALL the tennis courts. There are also major cracks inside the playing lines."

"Due to conditions as stated in the above paragraph there is no guarantee against the reappearance of structural cracks showing through repainted tennis courts at any time."

FISCAL IMPACT: Funding from designated fund balance

Submission Date and Time: 6/16/2015 11:59 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Recreation</u>
Prepared by: <u>Omar Luna</u>	Procurement: <u></u>	Account No.: <u>001-5703-572-63-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>30,000.00</u>
		Current request: \$ <u>27,332.00</u>
		Total vendor amount: \$ <u>27,332.00</u>



SUPERIOR PARK SYSTEMS, INC.

"A CERTIFIED LOCAL MBE/SBE OWNED BUSINESS #22214"

"For All of Your Parks and Recreational Needs"

June 5, 2015

Quote No. 060515

Send To:

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

Re: "Miami Springs Tennis Center" Repairs & Resurface of Courts 1-5 Quote No. 060515

Superior Park Systems, Inc. quotes the following Tennis Center Repairs & resurfacing off The Palm Beach County School Board Contract # 10C-54B at the same price, terms and conditions:

"Miami Springs Tennis Center Repairs & Resurface of Courts 1-5"

- 1) Pressure clean the (5) courts to remove algae, loose paint, dirt & debris
- 2) Mechanically grind the courts surface to eliminate ass raised edges on the structural cracks
- 3) Fill all cracks that are wider than 1/4" with a crack filler material
- 4) Flood the courts with water in order to identify low areas, If the courts have the industry standard 1" in 10" drain slope, we will patch any areas that are holding water deeper than 1/8" after the courts have dried in the sun for (1) hour. If the courts do not have the industry standard drain slope then we will patch as best as possible to thin outstanding water & help the courts dry faster.
- 5) Grind the courts raised to eliminate edges of the structural cracks. Filling all cracks that are wider than 1/4" with a crack filler material
- 6) Apply (4) coats of acrylic surface system to the courts to include (2) coats acrylic Resurfacer an even textured new wearing surface.
- 7) Apply (2) coats of "sport master color" & an in depth colored finished playing surface. Colors will match the existing, unless otherwise specified prior to work commencing.
- 8) Scrape the net posts to remove loose paint & surface rust then repaint them with (2) coats of rust prohibitive green paint
- 9) Reinstall the owners tennis nets and center straps
- 10) Hand mask and hand paint the 2" white playing lines. All lines will be installed to the specifications of the ASBA, ITF, and USTA.
- 11) Clean up constructive debris and leave the courts ready for play 24 hours after the nets are installed

Total price

\$27,332.00

Comments : The city of Miami Springs is responsible for providing us with the following:

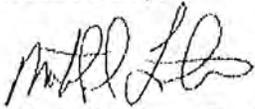
- 1) Provide a source of potable water within 100' of the courts access gates for Contractor use during the work period

- 2) Provide a source of electrical power, a three-pronged receptacle, to within 100' of the courts access gates for Contractor use during the work period.
- 3) Allow storage of paint drums and pallets of sand adjacent to the access gates on the walkways. Contractor will cover the walkways where necessary to prevent spills.

* Miami Springs acknowledges the severity of the structural cracks in the surface. These are caused by two major problems; first the proximity to the canal, fluctuating water tables make for unstable sub base, which in turn causes cracking. And the previous use of concrete under the asphalt. There is a uniform crack approximately 7' to 8' around the perimeter of ALL the tennis courts. There are also major cracks inside the playing lines.

Due to conditions as stated in the above paragraph there is no guarantee against the reappearance of structural cracks showing through repainted tennis courts at any time. *

Submitted by,



Mitchell Leitner, President,

File: "Miami Springs" Tennis courts 1-5 repairs & resurface quote 06/05/15

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

Recreational Sales, Inc.

1160 NW 101 Avenue

Plantation, FL 33322

954-661-5359

June 9, 2015

Parks & Recreation Department
1401 Westward Drive
Miami Springs, Florida 33166
Attn: Mr. Omar Luna, Director

Quote No.71402

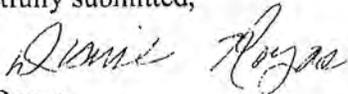
Recreational Sales, Inc. quotes the following renovation to the Miami Springs Tennis Center Courts:

Pressure clean court surface
Grind surface to eliminate raised edges
Fill all cracks that are wider than 1/4" with a crack filler material
Flood the courts & patch any areas that retaining water deeper than 1/8"
Apply 4 coats of acrylic including 2 coats acrylic resurfacer
Apply 2 coats of athletic color playing surface to match the existing
Clean, prime & paint existing net posts color green
Install existing nets & center straps
Paint 2" white playing lines
Clean up & remove all debris

Total cost \$29,845.00

City to provide a source of water, electrical power & storage site for materials within 100' of the courts.
Project to commence 14 days after receipt of an acceptable order. Quote valid for 30 days.

Respectfully submitted,



Diane Rozos
Sales Representative

SPORTS SYSTEMS INTERNATIONAL, INC.

1475 SW 21 AVENUE
FT. LAUDERDALE, FL. 33312
OFFICE 954-270-2110

QUOTE #3016

JUNE 2, 2015

CITY OF MIAMI SPRINGS
PARKS & RECREATION DEPARTMENT
1401 WESTWARD DRIVE
MIAMI SPRINGS, FL. 33166
ATTN: OMAR LUNA

TENNIS CENTER COURT REPAIR	AMOUNT
POWER/PRESSURE CLEAN COURTS REMOVE SURFACE PROTRUSIONS & ELEVATED EDGES FLOOD SUFACE TO DETECT POOLING/PONDING FILL ALL CRACKS & LOW AREAS WITH SPORTEC SURFACE FILLER MATERIAL APPLY 4 COATS OF SPORTEC ACRYLIC SURFACER/RESURFACER APPLY 2 COATS SPORTEC COLOR SURFACER PAINT 2" WHITE PLAYING LINES CLEAN, PRIME & PAINT EXISTING NET POSTS COLOR GREEN INSTALL TENNIS NETS & STRAPS PROVIDED BY CITY CLEAN UP SITE & REMOVE ALL DEBRIS WORK TO START 10-14 DAYS AFTER RECEIPT OF PURCHASE ORDER. QUOTE VALID FOR 30 DAYS. CITY TO PROVIDE WATER, ELECTRICAL SERVICE & A STAGING/MATERIAL . STORAGE AREA ON SITE.	
TOTAL	\$31,836.00



AGENDA MEMORANDUM

Meeting Date: 6/22/2015
To: The Honorable Mayor and Members of the City Council
Via: Ron Gorland, City Manager
From: Karen Rosson, Elderly Services Director
Subject: Continued funding of Tai Chi and Yoga/ physical fitness programs

Recommendation:

Recommendation by Elderly Services that Council approve an expenditure in the amount of \$ 8,400, to fund the Tai Chi and Yoga/Fitness workout programs from July 1 thru Sept. 30, 2016 as funds were designated by Council in their fund balance designations for FY2015.

Discussion/Analysis:

The Elderly Services program received an LSP grant that funded the two programs discussed above until June 30, 2016. The City would like to continue these two very popular programs until fiscal year end. In January 2016, Council approved a designation of fund balance for \$9,000 to cover this program extension. At this time we would request approval of this funding. In the event the LSP funding is approved for next fiscal year, we would reimburse the General fund for this amount.

Fiscal Impact (If applicable):

The \$8,400 cost will be funded from designated fund balance.

Submission Date and Time: 6/11/2015 11:47 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Elderly Services</u>	Dept. Head: <u><i>Karen Rosson</i></u>	Dept./ Desc.: <u>Elderly Services</u>
Prepared by: <u>Karen Rosson</u>	Procurement: _____	Account No.: <u>140-5104-519.34-00</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u><i>WMZ</i></u>	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>\$8,400</u>
		Total vendor amount: \$ <u>\$8,400</u>



AGENDA MEMORANDUM

Meeting Date: 6/22/2015

To: The Honorable Mayor and Members of the City Council
 Via: Ron Gorland, City Manager
 From: Karen Rosson, Elderly Services Director
 Subject: Continued funding of Home Delivered Weekend Meals

Recommendation:

Recommendation by Elderly Services Department that Council approve an expenditure in the amount of \$3,500 to fund Home Delivered Weekend Meals, from July 1 thru Sept. 30, 2016, using funds from General fund balance.

Discussion/Analysis:

The Elderly Services program received an LSP grant that funded the Home Delivered Weekend Meal Program until June 30, 2015. The City would like to continue the provision of weekend meals to the homebound Miami Springs recipients of our Home Delivered Meal Program until fiscal year end. In the event the LSP funding is approved and made available for this time period, we would reimburse the General fund for this amount.

To continue the Home Delivered Weekend Meals from July 1—Sept. 30, 2015, we would need to fund a total of 26 weekend days. There are currently 56 recipients, 45 of which live in Miami Springs. The caterer has agreed to extend our current contract through Sept. 30th at the current unit rate of \$3.58 for weekend meals.

26 days x 45 meals/day x \$3.58/meal = \$ 4,188.60
 Account Balance*: (\$ 697.72)
 New funding needed: \$ 3,490.88

**total available in account # 140-5102-519.52-21 from last year's and this year's POs*

Fiscal Impact (If applicable): The \$3,500 cost will be funded from General fund balance.

Submission Date and Time: 6/17/2015 3:36 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Elderly Services</u>	Dept. Head: _____	Dept./ Desc.: <u>Elderly Services</u>
Prepared by: <u>Karen Rosson</u>	Procurement: _____	Account No.: <u>140-5102-519.52-21</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: <u>N/A</u>
Budgeted/Funded <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>-0-</u>
		Current request: \$ <u>\$3,500</u>
		Total vendor amount: \$ <u>\$3,500</u>



AGENDA MEMORANDUM

Meeting Date: 6/22/2015

To: The Honorable Mayor and Members of the City Council
 Via: Ron Gorland, City Manager *[Signature]*
 From: Karen Rosson, Elderly Services Director
 Subject: Continued funding of Home Delivered Weekend Meals

Recommendation:

Recommendation by the Elderly Services Department that Council authorize a two month extension for the period of August 1—September 30, 2015 of our current food catering subcontract (in order to insure the continued provision of Home Delivered and Congregate Meals until a new subcontract can be executed) with Greater Miami Caterers, Inc., using Older Americans Act and Nutrition Services Incentive Program funding, as well as Local Services Program funding if awarded.

Discussion/Analysis:

The City's draft bid specifications for a new food catering subcontract were submitted to the Alliance for Aging, Inc. in March for their review. After numerous delays, the City received their final approval on June 16th. In light of the fact that it will take approximately 45 days to complete the City's bidding process before a recommendation can be presented to Council and a subcontract awarded, there will not be sufficient time to execute an agreement to begin August 1st. In order to insure the continued provision of Home Delivered and Congregate Meals until a new subcontract can be executed, a two month extension is requested. The current caterer, Greater Miami Caterers, Inc. has offered up to a three month extension, if needed, at the same unit costs that have been in place for the last year (Attachment "A"). The Alliance on Aging, Inc. has acknowledged our intent to extend for two additional months (Attachment "B").

Fiscal Impact (If applicable): none

Submission Date and Time: 6/18/2015 4:05 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Elderly Services</u>	Dept. Head: <u>Karen Rosson</u>	Dept./ Desc.: <u>Elderly Services</u>
Prepared by: <u>Karen Rosson</u>	Procurement: <i>[Signature]</i>	Account No.: <u>140-5102-519.52-21</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: <i>[Signature]</i>	Amount previously approved: \$ <u>\$161,614</u>
		Current request: \$ <u>\$ 37,000</u>
		Total vendor amount: \$ <u>\$ 37,000</u>

Tammy Romero

From: Karen Rosson
Sent: Thursday, June 18, 2015 3:13 PM
To: Tammy Romero
Subject: FW: Extension of caterer's sucontract

From: Karen Rosson [<mailto:rossonk@miamisprings-fl.gov>]
Sent: Wednesday, June 17, 2015 1:39 PM
To: 'alonsow@miamisprings-fl.gov'
Subject: Extension of caterer's sucontract

From: John Olmo [<mailto:jolmo@gmcater.com>]
Sent: Wednesday, June 17, 2015 8:07 AM
To: 'Karen Rosson'
Subject: RE: Extension of caterer's subcontract

Hello Ms. Rosson,

Please accept this response as formal written notification of Greater Miami Caterers' acceptance of the extension of the existing catering contract with the City of Miami Springs for up to 3 months. Please let us know if we can be of any additional assistance in this matter and thank you for your consideration.

John Olmo
Vice-President
Greater Miami Caterers, Inc.
Office: (305) 633-4616
Fax: (305) 635-5202
Presenting the Master Host Dinner Service
Office: (305) 633-8066

From: Karen Rosson [<mailto:rossonk@miamisprings-fl.gov>]
Sent: Tuesday, June 16, 2015 6:45 PM
To: jolmo@gmcater.com
Subject: Extension of caterer's subcontract

Hello Mr. Olmo,

As per our conversation today, I wish to confirm in writing that the City of Miami Springs has asked if Greater Miami Caterers, Inc. would be agreeable to extending our current subcontract, at the current unit rates, for the period of 8/1/15—9/30/2015. Although our subcontract with you is effective through 7/31/15 and is in the specified final renewal year, we may be unable to complete our bid process in time to award a new contract to begin 8/1/15.

In order to insure the continuation of congregate and home delivered meals to our clients until a new bid can be awarded and a subcontract executed, it is imperative that we determine your willingness to extend our current agreement for an additional two months, if necessary.

Although you have verbally stated your acceptance of said extension, I ask that you acknowledge this in writing.

Thank you for your assistance.

Karen Rosson, Elderly Services Director
City of Miami Springs Senior Center
343 Payne Drive
Miami Springs, FL 33166
Telephone: 305.805.5160
rossonk@miamisprings-fl.gov



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.

Tammy Romero

From: Karen Rosson
Sent: Thursday, June 18, 2015 3:13 PM
To: Tammy Romero
Subject: FW: Food service subcontract extension request
Attachments: DOC061015-001.pdf

-----Original Message-----

From: Anne Dessables [<mailto:Dessablesa@AllianceForAging.org>]
Sent: Wednesday, June 17, 2015 4:59 PM
To: Karen Rosson
Cc: Anne Dessables; Julissa Fernandez
Subject: RE: Food service subcontract extension request

Hi Karen,
As per our phone conversation,

This communication is to acknowledge that the City of Miami Springs' legal counsel has confirmed the following per your correspondence dated June 8th, 2015: " The city will invoke the following section 31.11E (6) (e) of its code of Ordinances regarding emergency procurement and solicit the current caterer for a two-month extension".

Thank you,

Anne Dessables, MSW, LPN.
Contract Manager
Alliance for Aging, Inc.
760 NW 107 Ave., Suite 214
Miami, FL 33172
305-670-6500 ext. 11235
305-222-4100 (fax)
dessablesa@allianceforaging.org

[http://www.miamisprings-fl.gov/sites/default/files/imagecache/featured/photoalbumslideshowimages/1_2.jpg]
The City of Miami Springs is on Twitter<<http://www.twitter.com/miamispringsFL>> and has a website MiamiSprings-FL.Gov<<http://www.miamisprings-fl.gov>>

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



SENIOR CENTER
343 Payne Drive
Miami Springs, FL 33166

TELEPHONE
~~305/887-5442~~
305/805-5160

June 8, 2015

Anne Dessables, MSW, LPN
Contract Manager
Alliance for Aging, Inc.
760 NW 107 Ave., Suite 214
Miami, FL 33172

Dear Ms. Dessables,

As you are aware, our contract with our caterer was first awarded for the period of 8/1/12 through 7/31/13 and has been extended through the second and specified final year ending 7/31/15. Please be advised that the City of Miami Springs will be unable to award a new food service subcontract to begin 8/1/15. We are requesting the Alliance for Aging's approval of a two month extension to our current subcontract in order to insure the continuation of congregate meals and home delivered meals to our clients until a new bid can be awarded and contract executed.

On March 13th, a copy of our draft bid specifications was forwarded to the Alliance for Aging seeking input and ultimate approval of the document. In an email dated 4/24, it was reiterated that our charter requires the City Council to award contracts of this magnitude and that they would only be meeting twice in June and would be in recess for the month of July. As our entire bidding process requires approximately 45 days from the publication of the advertisement, through the Q & A period, submittal deadline, bid analysis and recommendation report, we needed the Alliance's final approval of our proposed specifications by the beginning of May. The initial feedback from the Alliance was received on May 18th and our discussions continue through today on how to address a caterer's requests for unit rate increases over a six year period. As our bid document cannot be issued until we have the Alliance's final approval, it will be impossible to issue a contract to begin August 1st.

Although there might have been some confusion on your part in thinking our subcontract had three more years to go (allowable under the now sanctioned six year maximum term), our legal document specifies a maximum of only three years and it will expire before a new subcontract can be executed. Therefore, the City will invoke the following Section 31.11 (E) (6) (e) of its Code of Ordinances regarding emergency procurement and solicit the current caterer for a two

month extension. This additional time will allow us to complete our procurement procedures as required and to align the new subcontract with the start of our fiscal year.

Sec. 31-11. - Purchasing, procurement, and sale procedures.

- (E) *Methods of competitive purchasing and procurement; exceptions*
 - (6) The following methods of purchasing shall constitute exceptions to the competitive procurement processes previously specified herein:
 - (e) *Emergency procurements.* The City Manager may authorize the emergency procurement of supplies or contractual services when there exists a clear and present threat to the public health, safety or welfare, provided, however, that such emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item or items procured under the contract, and the number of the purchase order, if any. All such emergency purchases must be presented to the City Council as soon thereafter as possible.
 - (g) *Waiver of competitive procurement procedure.* The City Council may, by motion, waive the competitive procurement requirements of this section for good cause when it determines that such a waiver is in the best interests of the City. However, the motion to waive the competitive procurement requirements of this section must be passed by a four-fifths majority of the City Council.

https://www.municode.com/library/fl/miami_springs/codes/code_of_ordinances?nodeId=TITIIIAD.CH31GEPO

Your assistance in obtaining the Alliance for Aging's approval of a two month extension to our current subcontract and the final approval of our draft specifications would be greatly appreciated.

Sincerely yours,



Karen Rosson, Elderly Services Director
City of Miami Springs
rossonk@miamisprings-fl.gov



Invoice

May 26, 2015

The Good Government Initiative
at the University of Miami
 1320 South Dixie Highway, Suite 911
 Coral Gables, FL 33146

To: Councilwoman Roslyn Buckner
 City of Miami Springs
 201 Westward Drive
 Miami Springs, FL 33166

Job	Payment Method
Leaders of Excellence Class V Tuition	Check or Credit Card

Description	Total
Tuition includes all materials, instructors and speakers, meals for all sessions, lodging for two retreat weekends and transportation for field trips	\$ 1,750.00
Total	\$ 1,750.00

Please make all checks payable to the "Good Government Initiative"



Contact: Jessica Price
Tel. 305.689.8211
Email: Jessica@goodgov.net

FOR IMMEDIATE RELEASE

**THE GOOD GOVERNMENT INITIATIVE ANNOUNCES
*LEADERS OF EXCELLENCE PROGRAM CLASS V***

Coral Gables, FL- June 9, 2015— The [Good Government Initiative](#) at the University of Miami, founded by former Miami-Dade County **Commissioner Katy Sorenson**, today announced Class V of the 2015 *Leaders of Excellence* program. The program is designed to work with elected officials in South Florida to further develop the skills they need to be effective officeholders. The *Leaders of Excellence* curriculum focuses on topics such as ethics, budget and finance, media relations, economic development, working with constituents, land use and more.

Classes will begin at the end of August and go through mid-November and will be hosted in a variety of venues throughout the region. The program, now in its fifth year, has granted certificates to [69 elected officials](#) including: School Board Member **Raquel Regalado**, City of Miami Commissioner **Francis Suarez**, Florida Legislature Representative **Holly Raschein**, State Representative **David Richardson**, Congressman **Carlos Curbelo** and State Senator **Dwight Bullard**. The 2015 class comprises 17 elected officials including two school board members and municipal officials from **Miami-Dade, Broward and Palm Beach Counties**.

“Our goal was to assemble a class that would add to our cohort of active, engaged leaders from South Florida who are eager to work with others and to develop knowledge and skills in governance. They represent the future of leadership in South Florida,” Sorenson said.

The 2015 program will kick off with an opening dinner and keynote address from Florida International University Professor and Assistant Dean of Academic Affairs **Dr. Pedro J. Greer**, MD, hosted at The Little Haiti Cultural Center. Other program speakers and presenters include: former US Senators **Bob Graham and George LeMieux**, political reporter **Glenna Milberg**, Lynn University Professor **Robert Watson, Ph.D.** and **Shannon Estenoz**, Director of Everglades Restoration Initiatives for the Department of Interior.

The members of Class V are:

Councilwoman Cheri Ball, *Village of Pinecrest*
School Board Member Heather Brinkworth, *Broward County Public Schools*
Commissioner Mark Brown, *Town of Lauderdale-by-the-Sea*
Councilwoman Roslyn Buckner, *City of Miami Springs*
Mayor Alice Burch, *Miami Shores Village*
Commissioner Joy Carter, *City of Coral Springs*

Councilman Luis de la Cruz, *Village of Key Biscayne*
Commission Vice Chair Keon Hardemon, *City of Miami*
Mayor Smith Joseph, *City of North Miami*
Commissioner Denise Landman, *City of Aventura*
Commissioner Daniella Levine Cava, *Miami-Dade County Board of County Commissioners*
Commissioner Christopher McVoy, *City of Lake Worth*
School Board Member Lubby Navarro, *Miami-Dade County Public Schools*
Councilwoman Larissa Siegel Lara, *Village of Palmetto Bay*
Mayor Joanne Simone, *City of Margate*
Mayor George Vallejo, *City of North Miami Beach*
Councilman David Williams, Jr., *City of Miami Gardens*

Former Miami-Dade Commissioner Katy Sorenson founded the Good Government Initiative (GGI) at the University of Miami in 2010. After 16 years of service as a County Commissioner representing District 8, Sorenson launched GGI which offers programs for elected officials, candidates, and citizens throughout the year. Sorenson created the *Leaders of Excellence* program for elected officials, and works to promote excellence and integrity in South Florida government.

Sorenson is a weekly contributor to the *Sun Sentinel's* South Florida 100, and is featured regularly on both WPLG Local 10's *This Week in South Florida* as a roundtable commentator and on WZAB 880 AM's *The Gray Zone*.

###

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of June, 2015, between **CITY OF MIAMI SPRINGS**, a municipality organized and existing under the laws of the State of Florida (the “City”), **CURTISS MANSION, INC.** a Florida non-profit corporation (“Curtiss Mansion”), (the City and Curtiss Mansion sometimes collectively referred to as the “Owner”), **R.J. HEISENBOTTLE ARCHITECTS, P.A.** a Florida professional association and a Florida licensed architect (License #AAC001513) having its principal office at 2199 Ponce De Leon Boulevard, Suite 400, Coral Gables, FL 33134, (the “Architect”), **DOUGLAS WOOD ASSOCIATES, INC.**, a Florida corporation and a Florida licensed engineer (License #EB6353) having its principal office at 2100 Ponce De Leon Boulevard, Suite 1020, Coral Gables, FL 33134 (the “Engineer”), and **CARIVON CONSTRUCTION COMPANY**, a Florida corporation and a Florida licensed general contractor (License # CGC046337) having its principal office at 12171 SW 131st Avenue, Miami, FL 33186 (the “Contractor”), (the City, Curtiss Mansion, the Architect, the Engineer and the Contractor collectively referred to as the “Parties”) for the settlement of all claims, except as specifically set forth herein, by the Owner against the Architect, the Engineer and the Contractor as set forth in that certain Report dated January 3, 2014 from Willcott Engineering, Inc. regarding the Curtiss Mansion which is located at 500 Deer Run, Miami Springs, FL 33166 (the “Property”).

RECITALS

WHEREAS, the City is the Owner of the Property;

WHEREAS, Curtiss Mansion is a Florida not-for-profit company organized for the purpose of operating and maintaining the Property;

WHEREAS, on August 17, 2007, the Architect and the City entered into a contract (the “Architect Agreement”) for which the Architect was to prepare plans and specifications for the Curtiss Mansion Historic Restoration Project (the “Original Renovation Project”);

WHEREAS, subsequent to the Architect Agreement, the Engineer was selected to serve as the structural engineer for the Original Renovation Project;

WHEREAS, on May 26, 2009, the Contractor entered into a contract with the City (the “Contractor Agreement”) for which the Contractor was to serve as the general contractor for the Original Renovation Project;

WHEREAS, on or about February 11, 2014, the City timely placed the Architect, the Engineer and the Contractor on notice by providing each with an Owner’s Notice of Claim pursuant to Chapter 558, Florida Statutes, which provided notice of the premature rotting, deterioration, and failure of cypress timbers used in the, columns, balcony, railings and trellis of the Original Renovation Project (the “Defects and Deficiencies” or the “Claims”). The alleged

___ City
___ Curtiss Mansion

___ Contractor
___ Architect
___ Engineer

Defects and Deficiencies are outlined in more detail in the January 3, 2014 Report from Willcott Engineering, Inc. (the “Willcott Report”) which is attached and incorporated hereto as **Exhibit 1**.

WHEREAS, on September 25, 2014, the Parties met to discuss proposed repairs to the alleged Defects and Deficiencies at Curtiss Mansion (the “Meeting”);

WHEREAS, subsequent to the Meeting, the Architect, the Engineer and the Contractor elected to accept the requests by representatives of the City and repair most of the alleged Defects and Deficiencies stated within the Willcott Report (the “Repair Work”), which is memorialized in a certain written Proposal to the Owner dated January 15, 2015 (the “Proposal”) and attached and incorporated hereto as **Exhibit 2**;

WHEREAS, the Parties have reached a mutually acceptable resolution to the City and Curtiss Mansion as to the alleged Defects and Deficiencies with respect to the Original Renovation Project;

WHEREAS, as part of the Settlement Agreement, the Architect and the Engineer have agreed to design and the Contractor has agreed to construct and or perform the repairs to the Property as more fully described in Exhibit 2 herein at no cost or expense to the City and Curtiss Mansion;

WHEREAS, as part of the Settlement Agreement, the Contractor has obtained a Proposal dated February 26, 2015 from Structural Roof Systems, Inc. (the “SRS Proposal”) who, along with the Contractor will perform the Repair Work at the Property at no cost or expense to the City and Curtiss Mansion. The SRS Proposal is attached and incorporated hereto as **Exhibit 3**;

WHEREAS, the Architect and the Engineer have prepared the design plans and specifications attached and incorporated hereto as **Exhibit 4** and shall provide other design services for the Repair Work identified herein, as necessary at no cost or expense to the City and Curtiss Mansion;

WHEREAS, the Contractor shall provide the construction services for the Repair Work identified herein and in Exhibit 2 attached hereto, at no cost or expense to the City and Curtiss Mansion;

WHEREAS, as part of the construction services which the Contractor will provide for the Repair Work identified herein in Exhibit 2 hereto, the Contractor has prepared a Protection Plan (the “Protection Plan”) which is attached and incorporated hereto as **Exhibit 5**; and a Construction Schedule (the “Construction Schedule”) which is attached and incorporated hereto as **Exhibit 6**.

WHEREAS, the City and Curtiss Mansion, as part of the Settlement Agreement, agree to permit the Contractor, the Architect and the Engineer to provide the services and work for the Repair Work outlined in Exhibit 2 hereto.

WHEREAS, the Parties deny any allegation of any wrongdoing;

WHEREAS, the Parties recognize it is in their best interest to avoid costly and unpredictable litigation and instead to resolve and settle the Claims in an amicable fashion;

NOW, THEREFORE, in consideration of the foregoing promises and the following mutual promises, and other good and valuable consideration, the receipt and sufficiency of such consideration being acknowledged by the Parties, the Parties agree as follows:

1. The above Recitals are true and accurate, are material inducements for each of the Parties and are incorporated into the Settlement Agreement.

2. Contemporaneously with the execution of this Settlement Agreement, the Parties shall execute a Multi-Party Agreement for the Design & Construction of the Repairs to the Curtiss Mansion. The Parties acknowledge, understand and agree that this document is merely a Settlement Agreement, it being understood that this Settlement Agreement is not intended to create, nor should it be construed as creating a Multi-Party Agreement for the Design & Construction of the Repairs to the Curtiss Mansion (“Construction Contract”) under the terms outlined herein or on any other terms or conditions and that no binding Construction Contract for the Repair Work shall be deemed to have been entered into unless and until the Parties have executed and exchanged such Construction Contract. However, the Parties acknowledge, understand and agree that the execution of the Construction Contract shall be a condition precedent for enforcement of this Settlement Agreement. In the event the Parties fail to execute the Construction Contract, this Settlement Agreement shall be considered null and void and of no further force or effect.

3. Contemporaneously with the execution of this Settlement Agreement, the Parties shall execute a Mutual General Release of Claims releasing each other, subject to compliance with the provisions of the Settlement Agreement as set forth herein and the Construction Contract. A copy of the Mutual General Release of Claims agreed to by the Parties is attached hereto as **Exhibit 7**.

4. The Settlement Agreement is intended to resolve all claims, disputes, controversies, litigation and issues which could have been brought by the City and Curtiss Mansion based on the Willcott Report, except for those issues specifically excluded by the Proposal and excluded in the Mutual General Release of Claims. The Parties desire to settle, compromise and/or resolve disputes by and between them, as specifically set forth herein, without further proceedings, all as heretofore agreed by the Parties.

5. This Settlement Agreement does not release any claims by the City or Curtiss Mansion regarding the issue of the trusses, as outlined in the Willcott Report, and the City and Curtiss Mansion reserve all rights to make future claims regarding the issue of the trusses, as outlined in the Willcott Report. Moreover, this Settlement Agreement does not release any claims for latent defects or rights for indemnity for unknown future claims, or for any items not outlined in the Willcott Report, for which the Architect, the Engineer and the Contractor reserve all defenses.

6. The Architect and the Engineer agree to provide the necessary design and specification so that the Contractor can and the Contractor agrees to perform the work outlined in the Proposal as set forth in the Proposal and the Construction Contract. The work outlined in the Proposal and the Construction Contract will include the SRS Proposal and some/all of the work

outlined in the Proposal will be performed by the Contractor and/or Structural Roof Systems, Inc. The Architect and the Engineer will not be responsible or liable for the actions, intentional or negligent, defects, errors, omissions or negligence of the Contractor and/or Structural Roof Systems, Inc. The Contractor shall be charged with the means, methods, timing, implementation, carry-on, control, safety and performance of the Repair Work outlined in the Proposal and the Contractor shall be solely responsible for such. The Contractor will not be responsible or liable for the actions, intentional or negligent, defects, errors, omissions or negligence of the Architect or the Engineer.

7. The Contractor, will comply with the Protection Plan and the Construction Schedule.

8. The City and Curtiss Mansion will not be responsible for payment of any of the costs and expenses associated with the Proposal or the Construction Contract. The Architect, the Engineer and the Contractor shall be fully and completely responsible for all costs and expenses of the Proposal and the Construction Contract. The Contractor, Architect and Engineer are performing their respective portions of the Repair Work at no charge, and the cost of the SRS Proposal, as reflected in the Proposal and Construction Contract, is being paid for by the Architect and Engineer's insurance carriers in equal parts.

9. The City and Curtiss Mansion agree that they do not have any other presently known claims against the Architect, the Engineer and the Contractor, including claims for damages of any type or nature, except as specifically set forth in the Willcott Report. The Settlement Agreement is intended to be a full settlement of all presently known disputes, claims,

or causes of action that the City and Curtiss Mansion had or have against the Architect, the Engineer and the Contractor, except for the trusses issue, as outlined in the Willcott Report.

10. Each party signing below represents and warrants that he/she/it/they is/are the proper party to assert the demand for the Defects and Deficiencies and to receive the benefits of the Settlement Agreement, and that no claims have been assigned. To secure the settlement of the Defects and Deficiencies, the Settlement Agreement herein, and other good and valuable benefits secured by this settlement, each signing party hereby declares that he/she/it/they is/are of legal age, is/are under no legal disability, and is/are competent to and has/have full and complete authority to execute the Settlement Agreement.

11. Each party hereto has had full and fair opportunity to review the terms and conditions of the Settlement Agreement with legal counsel of its/his/her own choosing concerning advisability of entering into the Settlement Agreement. Each party hereto understands the contents of the Settlement Agreement and is executing the Settlement Agreement as a result of its/his/her own free will and not out of or as a result of any economic or other coercion.

12. The validity, interpretation, and performance of the Settlement Agreement shall be controlled by and construed under the laws of the State of Florida and any action at law, suit in equity, or other judicial proceeding for the enforcement of the Settlement Agreement shall be instituted in the courts of record in Miami-Dade County, Florida.

13. The failure of any party to the Settlement Agreement to insist upon the performance of any of the terms and conditions of this Settlement Agreement, or the waiver of any breach of the terms and conditions of this Settlement Agreement, shall not be construed as

thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14. This Settlement Agreement, including the Exhibits attached and included thereto, embodies the entire understanding of the Parties and merges and supersedes any and all provisions negotiations, agreements, representations, commitments, or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. No alteration or modification of any provision of the Settlement Agreement shall be valid unless made in writing and signed by the Parties. The making, execution and delivery of the Settlement Agreement by the Parties has not been induced by any promises, representations, warranties, or other agreements other than those herein described.

15. It is understood and agreed by the Parties that this Settlement Agreement is neither intended nor to be interpreted as an admission of fault, liability, or legal responsibility on the part of the Parties; said fault, responsibility, and legal liability being expressly denied.

16. The undersigned(s) agree that he/she/it/they will be responsible for the payment of their own attorneys' fees and costs which he/she/it/they has incurred in the prosecution/defense of this claim/lawsuit.

17. The Settlement Agreement may be executed in counterparts, and upon such execution, shall be complete, and the terms, provisions and obligations set forth herein shall be in full force and effect.

18. The terms and conditions of the Settlement Agreement shall not be construed against any party as drafter hereof or as a party having superior bargaining position in relation to

the other party. Ambiguities shall be construed in a manner that most accurately and fairly reflects the intentions of the Parties.

19. The Parties further acknowledge and agree: that no promises or agreements not herein expressed have been made; that the Settlement Agreement constitutes the entire agreement between the Parties; that the terms of the Settlement Agreement are contractual and not a mere recital; and that there is no agreement or compromise on the part of the Parties to take any action not herein mentioned.

20. If any section or part of the Settlement Agreement is held to be invalid or unenforceable by a court of law, the remaining portions of the Settlement Agreement shall continue to be in full force and effect.

21. The Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, descendants, successors, officers, directors, managers, members, parents, subsidiaries, affiliates, agents, employees, assigns, executors, administrators, legal representatives, insurers, re-insurers and attorneys.

22.

IN WITNESS WHEREOF, the Parties have each hereunto executed the Settlement Agreement in multiple originals on the day and year first written above.

WITNESSES:

R.J. HEISENBOTTLE ARCHITECTS, P.A.

Print Name _____

By: _____

Print: _____

Print Name _____

Its: _____

STATE OF FLORIDA)
) ss:

COUNTY OF _____)

On this _____ day of June, 2015, before me, the undersigned Notary Public, personally appeared _____ as _____ of R.J. HEISENBOTTLE ARCHITECTS, P.A., who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced _____ as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

WITNESSES:

DOUGLAS WOOD ASSOCIATES, INC.

Print Name _____

By: _____

Print: _____

Print Name _____

Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

On this _____ day of June, 2015, before me, the undersigned Notary Public, personally appeared _____ as _____ of DOUGLAS WOOD ASSOCIATES, INC., who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced _____ as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

WITNESSES:

CARIVON CONSTRUCTION, CO.

Print Name _____

By: _____

Print: _____

Print Name _____

Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

On this _____ day of June, 2015, before me, the undersigned Notary Public, personally appeared _____ as _____ of CARIVON CONSTRUCTION, CO., who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced _____ as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

WITNESSES:

THE CITY OF MIAMI SPRINGS

Print Name _____

By: _____

Print: _____

Print Name _____

Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

On this _____ day of June, 2015, before me, the undersigned Notary Public, personally appeared _____ as _____ of THE CITY OF MIAMI SPRINGS, who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced _____ as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

WITNESSES:

CURTISS MANSION, INC.

Print Name _____

By: _____

Print Name _____

Print: _____

Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

On this ____ day of June, 2015, before me, the undersigned Notary Public, personally appeared _____ as _____ of CURTISS MANSION, INC., who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

**MULTI-PARTY AGREEMENT FOR THE DESIGN & CONSTRUCTION
OF THE REPAIRS TO THE CURTISS MANSION**

THIS AGREEMENT is made and entered into this ____ day of June 2015, between **CITY OF MIAMI SPRINGS**, a municipality organized and existing under the laws of the State of Florida (“City”), **CURTISS MANSION, INC.** a Florida non-profit corporation (“Curtiss Mansion”) (City and Curtiss Mansion sometimes collectively referred to as “Owner”), **R. J. HEISENBOTTLE ARCHITECTS, P.A.** a Florida professional association and Florida licensed architect (License #AAC001513) having its principal office at 2199 Ponce De Leon Blvd., Suite 400, Coral Gables, FL 33134, (the “Architect”), **DOUGLAS WOOD ASSOCIATES, INC.**, a Florida corporation and a Florida licensed engineer (License #EB6353) having its principal office at 2100 Ponce De Leon Blvd., Suite #1020, Coral Gables, FL 33134 (the “Engineer”), and **CARIVON CONSTRUCTION, COMPANY**, a Florida licensed general contractor (License # CGC046337) and a Florida corporation having its principal office at 12171 SW 131st Avenue, Miami, FL 33186 (the “Contractor”), (City, Curtiss Mansion, Architect, Engineer and Contractor collectively referred to as “Parties”) for the design and construction of the repair to the Curtiss Mansion located at 500 Deer Run, Miami Springs, FL 33166 (the “Property”) in accordance with the Contract Documents, hereinafter defined.

WHEREAS, City is the Owner of the Property;

WHEREAS, Mansion is a Florida not-for-profit company organized for the purpose of operating and maintaining the Property;

WHEREAS, on August 17th, 2007, the Architect and the City entered into a contract (“Architect Agreement”) for which the Architect was to prepare plans and specifications for the Curtiss Mansion Historic Restoration Project (“Original Renovation Project”);

WHEREAS, subsequent to the Architect Agreement, the Engineer was selected to serve as the structural engineer for the Original Renovation Project;

WHEREAS, on May 26th, 2009, the Contractor entered into a contract with the City (“Contractor Agreement”) for which Contractor was to serve as the general contractor for the Original Renovation Project;

WHEREAS, on or about February 11, 2014, the City placed the Architect, Engineer and Contractor on notice by providing each with an Owner’s Notice of Claim pursuant to Chapter 558, Florida Statutes, which provided notice of the premature rotting, deterioration, and failure of cypress timbers used in the trusses, columns, balcony, railings and trellis of the Original Renovation Project (“Defects and Deficiencies” or the “Claims”). The alleged Defects and Deficiencies are outlined in more detail in the January 3, 2014 report from Willcott Engineering, Inc. (“WEI”) which is attached to the Parties’ Settlement Agreement;

WHEREAS, on September 25, 2014, the Parties met to discuss a proposed repair to the alleged Defects and Deficiencies at Curtiss Mansion (the “Meeting”);

City_____
Curtiss Mansion_____

Contractor_____
Architect_____
Engineer_____

WHEREAS, subsequent to the Meeting the Architect, Engineer and Contractor elected to accept the requests by representatives of the City and repair most of the alleged Defects and Deficiencies stated within the WEI report (“Repair Work”);

WHEREAS, the Parties have reached a mutually acceptable resolution to the City and Curtiss Mansion’s Claims with respect to the Original Renovation Project and have executed a Settlement Agreement memorializing their agreement;

WHEREAS, as part of the Settlement Agreement, Architect and Engineer have agreed to design and Contractor has agreed to construct and or perform the repairs to the Property as more fully described in the Proposal attached hereto as Exhibit “A” and in the Contract Documents herein (“Project”), all at zero cost or expense to the City and the Curtiss Mansion;

WHEREAS, Architect and Engineer have prepared the design plans and specifications attached hereto as **Exhibit “B”** and shall provide other services for the Repair Work identified herein:

WHEREAS, Contractor shall provide the construction services for the Repair Work identified herein;

WHEREAS, the City and Curtiss Mansion, as part of the Settlement Agreement, seek to engage Architect and Engineer to provide the design services outlined herein and the Contractor to provide the construction services and work for the Repair Work outlined herein.

W I T N E S S E T H

That the Parties for the consideration hereinafter named, the receipt and sufficiency of which is acknowledged by the Parties, accept all recitals set forth above as true and accurate and agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

1.1 In addition to this Agreement, the following documents shall comprise the contract documents ("Contract Documents"):

- A) Exhibits to this Agreement;
- B) Written modifications to the Contract Documents.

1.2 All of the Contract Documents identified herein are hereby incorporated herein by reference and shall be deemed to be of the same force and effect as if actually attached hereto.

1.3 The manufacturers of any products utilized in connection with the performance of the Repair Work shall hereinafter be referred to as the “Manufacturers,” and the warranties to be issued by such Manufacturers shall hereinafter be referred to as the “Manufacturers’ Warranties.”

City____
Curtiss Mansion_____

Contractor____
Architect____
Engineer_____

1.4 The Contract Documents shall be interpreted together and in harmony with one another. However, in the case of conflict between this Agreement and the other Contract Documents, this Agreement shall control. Notwithstanding, the Parties agree that it is the responsibility of the Architect, Engineer and Contractor to resolve any conflicts or discrepancies between the work contemplated by **Exhibit “A”** and the Drawings and Specifications in **Exhibit “B”**. Under no circumstances shall City or Curtiss Mansion be responsible for any costs arising out of discrepancies between **Exhibit “A”** and **Exhibit “B”**. It is the intent of this Agreement that Architect, Engineer and Contractor provide all Design Services and Repair Work required to repair the Defects and Deficiencies at no cost to City or Curtiss Mansion.

ARTICLE 2
SCOPE OF SERVICES & WORK

2.1 The intention of this Agreement is that Architect, Engineer and Contractor provide all design services, materials, supervision, labor, tools and equipment necessary for the Repair Work in accordance with the agreed upon scope as reflected in the plans and specifications attached hereto as **Exhibit “B”** and as outlined below:

- a) Contractor shall replace both tall Cypress timber columns with Pressure Treated Southern Pine timber columns of the same size and dimensions as originally specified within the Architect’s plans and specifications for the Project, which are attached hereto as **Exhibit “B”**, and stain with oil based stain/sealer to match remaining Cypress timber.
- b) Contractor shall replace the four short Cypress portal timber columns at the second floor terrace with Pressure Treated Southern Pine timber columns of the same size and dimensions as originally specified within the Architect’s plans and specifications for the Project, which are attached hereto as **Exhibit “B”**, and stain with oil based stain/sealer to match remaining Cypress timber.
- c) At roof timber (C-2 core), Contractor shall add copper metal flashing to protect connection plate and wood beam.
- d) Contractor shall replace front trellis in its entirety with Pressure Treated Southern Pine timbers of the same size and dimensions as originally specified within the Architect’s plans and specifications for the Project, which are attached hereto as **Exhibit “B”**, and stain with oil based stain/sealer.
- e) Contractor to replace rear trellis members with Pressure Treated Southern Pine timber of the same size and dimensions as originally specified within the Architect’s plans and specifications for the Project, which are attached hereto as **Exhibit “B”**, and stain with oil based stain/sealer.
- f) Contractor to install epoxy wood filler in accordance with the City approved submittals from Engineer.

2.2 **Design Services.** Architect and Engineer have provided and shall provide all architecture and engineering services related to the Repair Work (“Design Services”) at no cost to Owner.

City_____
Curtiss Mansion_____

Contractor_____
Architect_____
Engineer_____

- .1 Architect and Engineer have prepared plans and specifications for the demolition and Repair Work for the Project attached hereto as **Exhibit “B”** which plans and specifications include the shoring plan required for the demolition and shall provide any additional Design Services required to effectuate the Repair Work;
- .2 Architect and Engineer shall assist the Owner in responding to any inquiries from governmental authorities with respect to permitting and approval of the Repair Work;
4. Architect and Engineer shall review or take other appropriate actions on the Contractor’s and its subcontractors’ and supplier’s submittals and respond to requests for information with reasonable promptness while allowing sufficient time to meet the Project schedule. If appropriate, the Architect and Engineer shall prepare and issue supplemental drawings and specifications in response to requests for information.

2.3 **Repair Work.** Contractor shall provide all materials, supervision, labor, tools and equipment, necessary to complete the Repair Work contemplated in 2.1 of this Agreement and **Exhibits “A” and “B”** in strict accordance with the Contract Documents, and perform all work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as required by all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the provisions of the Florida Building Code, and any amendments thereto and all Manufacturers’ Specifications.

2.4 The Contractor shall be solely and completely responsible for all methods, means, procedures, timing, safety, implementation, carry-on, control, and performance of the Repair Work. The Architect and Engineer shall bear no responsibility for any work performed by the Contractor in the performance of the Repair Work. The Architect and Engineer shall under no circumstances be required to supervise or control the Contractor in the Project. The Architect and Engineer’s liability, if any, for this Project shall be solely and completely limited to their own respective and individual actions in the preparation of the design plans and specifications attached hereto as Exhibit “B” and any delay, if any, resulting directly from any actions or lack of actions directly attributable to the Architect or Engineer separately to each.

2.5 The Parties acknowledge, understand and agree that any and all plans and specifications for the Repair Work shall be subject to City’s review and approval. The Parties acknowledge, understand and agree that absent any subsequent modifications, the Architect’s and Engineer’s plans and specifications attached hereto as **Exhibit “B”**, illustrate the Repair Work and delineate the required wood specifications to be performed at Curtiss Mansion.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

3.1 Upon execution of this Agreement, the Architect, Engineer, and Contractor shall submit all documentation necessary to obtain all required permit(s) for the performance of the Repair Work from any governing authorities having jurisdiction over the Project. Upon approval by the authorities having jurisdiction over the Project and the issuance of a permit(s), Contractor shall: (1) Submit all

City____
Curtiss Mansion_____

Contractor____
Architect____
Engineer____

submittals, if not already submitted and approved, to Owner and Owner's Representative on or before July 1, 2015 for Owner and Owner's Representative's approval on or before July 15, 2015; and (2) commence the Repair Work on August 17, 2015 and shall substantially complete the Repair Work no later than September 21, 2015. Substantial Completion ("Substantial Completion") of the Repair Work shall mean that all work, labor, services and materials required by the Contract Documents are fully complete and the authorities having jurisdiction over the Project have conducted all inspections and provided all authorization(s) necessary for Owner's use of the Project. Further, Contractor shall remove all materials, staging, temporary facilities and tools from the Project site and conducted final cleaning, with the exception of final staining of the timber. Final completion shall be within 20 days following Substantial Completion.

3.2 If the Contractor is delayed at any time in the commencement or progress of the Repair Work by an act or neglect of the Owner, or by labor disputes not specific to Contractor or its subcontractors, fire, unusual and unavoidable delay in deliveries, unavoidable casualties or adverse weather conditions, including but not limited to hurricanes, and which had an adverse effect on the scheduled construction, then the Contract Time shall be extended accordingly. However, Architect, Engineer and Contractor shall not be entitled to any compensation for delays. The schedule is established and controlled by the Contractor, under no circumstances shall the Architect and Engineer be responsible for any delays in the commencement, progress or completion of the Project unless the direct actions or inactions of the Architect and Engineer were the sole and absolute cause of any such delay. Further, under no circumstances shall Architect and Engineer be responsible for delays associated with an act or neglect of the Owner, or by labor disputes, fire, unusual and unavoidable delay in deliveries, unavoidable casualties or adverse weather conditions. This list is not a limitation on any other causes of delays resulting to the Project.

3.3 All Parties further acknowledge and are aware that Curtiss Mansion is frequently used for weddings and other special occasions, none of which are currently scheduled or will be scheduled during the work period set forth above which has been specified as the time period for the performance of the Repair Work. Architect, Engineer, and Contractor agree that the work period set forth above is sufficient time in which to Substantially Complete the Repair Work, with the exception of unusual and unavoidable delay in deliveries, unavoidable casualties or adverse weather conditions, including but not limited to hurricanes. Further, the Parties acknowledge and agree that the Curtiss Mansion does have numerous events scheduled after September 21, 2015 and thereafter. Thus, the Repair Work must absolutely and unconditionally be Substantially Complete by September 21, 2015. In the event the Repair Work is not Substantially Complete by September 21, 2015, to the extent and solely to the extent of each party's responsibility, City, Curtiss Mansion, Contractor, Engineer and Architect shall be responsible for the damages incurred by City and Curtiss Mansion for delays in completion of the Repair Work, With respect to concurrent delays by City, Curtiss Mansion, Contractor, Engineer and/or Architect, the party substantially at fault shall be responsible for the City's and Curtiss Mansion's damages.

3.4 The permit fees for fees issued by the City of Miami Springs shall be waived. Contractor shall be required to pay for all other permits required for the Repair Work.

ARTICLE 4
CONTRACT SUM

City_____
Curtiss Mansion_____

Contractor_____
Architect_____
Engineer_____

4.1 The Parties acknowledge, understand and agree that the full and satisfactory performance of the Repair Work and Design Services for the Repair Work shall be for the lump sum payment of Zero and 00/100 Dollars (\$0.00) and the good and valuable consideration as provided by the Settlement Agreement. Any and all costs and expenses associated with the performance of the Repair Work and Design Services shall be the full and sole responsibility of the Architect, Engineer and Contractor. In no event shall Architect, Engineer or Contractor be entitled to any payment for the Repair Work and/or Design Services. The consideration for this Agreement is as provided in the Settlement Agreement. The Parties do hereby recognize and acknowledge the receipt and sufficiency of consideration for this Agreement. The Architect, Engineer and Contractor are performing their respective portions of the Repair Work at no charge, and the cost of the SRS Proposal, as reflected in the Proposal and Construction Contract, is being paid for by the Architect and Engineer's insurance carriers in equal parts.

There shall be no payments made under this Agreement by Owner for the performance of any Design Services or Repair Work.

ARTICLE 5
OWNER'S REPRESENTATIVE

5.1 Gary Kuhl of WEI or such other entity or individual as may be designated by the City and Curtiss Mansion shall be the Owner's Representative during the performance of the Design Services and Repair Work and until issuance of the final approval of the Repair Work. Owner's Representative shall perform its services with reasonable promptness so as not to delay the Project. The Owner's Representative shall be solely compensated by the City and/or Curtiss Mansion and Architect, Engineer and Contractor shall have no responsibility for payment to the Owner's Representative.

5.2 The Owner's Representative shall at all times have access to the Design Services and Repair Work.

5.3 The Owner's Representative will have authority to reject Design Services and Repair Work which does not conform to the Contract Documents. In such event, the Architect, Engineer or Contractor, as applicable, shall have four (4) business days to begin to correct such Design Services or Repair Work to the reasonable satisfaction of Owner's Representative.

5.4 The parties hereto acknowledge that the Owner reserves the right to schedule and conduct meetings with representatives of the Owner's Representative, Owner, Architect, Engineer and/or Contractor upon reasonable notice, Architect's, Engineer's and Contractor's attendance at such meetings is required. However, Architect and Engineer shall not be required to attend more than two (2) meetings during the Project.

5.5 Owner's Representative shall review and approve Contractor's submittals, visit the Project site, reject nonconforming work and certify completion of the Repair Work. Indicating the Repair Work complies with the requirements of the Contract Documents. Notwithstanding, this shall not relieve Architect, Engineer or Contractor of meeting their obligations under this Agreement and the Settlement Agreement.

City_____
Curtiss Mansion_____

Contractor_____
Architect_____
Engineer_____

ARTICLE 6
ARCHITECT AND ENGINEER

6.1 Architect and Engineer each represent for itself that it is properly qualified and licensed in the State of Florida and otherwise in good standing with the State of Florida. The Architect and Engineer shall each perform all Design Services with the respective professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar circumstances. Design Services shall comply with all laws, ordinances, rules, regulations, and orders of any public authority, including but not limited to the Florida Building Code, and all amendments thereto, and all other authorities having jurisdiction over the Repair Work and Property.

6.2 Architect shall indemnify and hold harmless the City and Curtiss Mansion and their respective officers, directors, agents and employees (the "Indemnified Parties") from liability, damages, and losses, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Architect or other persons employed or utilized by the Architect in the performance of the Agreement. In any and all claims against the Indemnified Parties by any employee of the Architect or anyone directly or indirectly employed by Architect or anyone for whose acts Architect may be liable, the indemnification obligation under this Paragraph 6.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Architect under Workmen's compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Engineer shall indemnify and hold harmless the City and Curtiss Mansion and their respective officers, directors, agents and employees (the "Indemnified Parties") from liability, damages, and losses, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Engineer or other persons employed or utilized by the Engineer in the performance of the Agreement. In any and all claims against the Indemnified Parties by any employee of the Engineer or anyone directly or indirectly employed by Engineer or anyone for whose acts Engineer may be liable, the indemnification obligation under this Paragraph 6.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Engineer under Workmen's compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive termination of this Agreement.

6.4 The Engineer and Architect shall coordinate with each other to finish the Design Services before and during construction.

ARTICLE 7
CONTRACTOR

7.1 Contractor represents that it is a properly qualified and licensed contractor in good standing with the State of Florida and is a corporation in good standing, organized and existing under the laws of the State of Florida. Contractor further represents that it has read, examined and understands the pertinent Contract Documents and is well qualified and able to perform this Repair Work; that it has a sufficient number of qualified personnel to assure timely performance of this Repair Work; that it has the proper tools and equipment to perform this Repair Work; and is financially capable of performing this Agreement.

City____
Curtiss Mansion_____

Contractor____
Architect____
Engineer_____

7.2 Contractor warrants and represents to the Owner that it has visited the site of the Repair Work, examined the actual job conditions and that Contractor is familiar with local conditions and all things required that will have a bearing on performance of Contractor's work, including but not limited to traffic maintenance, disposal, handling and storage of the materials, access roads to the site, the conditions of the work area, and the character of the Repair Work. Contractor hereby assumes the risk of performing all Repair Work necessary to accomplish the intent of the Contract Documents.

7.3 The Contractor shall supervise and direct the Repair Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Repair Work under the Agreement. All Repair Work shall be performed by craftsmen skilled in the trades and application of materials involved.

7.4 Unless otherwise specifically noted, the Contractor shall provide all permits and shall provide and pay for all licenses, labor, materials, equipment, tools, construction, equipment, machinery, transportation, use and other similar taxes and other facilities and services necessary for the proper execution and completion of the Repair Work. Contractor shall be responsible to fully insure all materials and equipment on the Property. In no event shall Owner be liable or responsible for any damages to such materials or equipment, including but not limited to any damages arising from theft or vandalism of such materials or equipment.

7.5 The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the task assigned to him.

7.6 The Contractor warrants to the Owner that all materials incorporated in the Repair Work will be new unless otherwise specified, and that all Repair Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered non-conforming. Contractor shall not substitute any materials for those materials specified by the Contract Documents without the prior written consent of Owner and Owner's Representative.

7.7 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure and pay for all permits, except permits issued by the City of Miami Springs, and licenses necessary for the execution of the Repair Work.

7.8 The Contractor warrants and represents that the Repair Work when completed will comply with all laws, ordinances, rules, regulations, and orders of any public authority, including but not limited to the Florida Building Code, and all amendments thereto, and all other authorities having jurisdiction over the Repair Work and Property. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority in the construction of the Repair Work. Contractor shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representations contained herein, including, but not limited to, the cost of removing existing work, the cost of replacing any work with work conforming to the applicable requirements and any attorney's fees or other expenses incurred by Owner in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process, provided, however, the Owner provides written notice to the Contractor of any such situation necessary to insure full compliance, with

City____
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Contractor____
Architect____
Engineer____

a reasonable opportunity cure. The provisions of this paragraph shall survive the termination and completion of this Agreement.

7.9 The Contractor shall be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Repair Work under a contract with the Contractor. All such individuals shall be properly trained and shall wear identifying uniforms at all times while on the Property.

7.10 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Repair Work, Contractor shall remove, at its sole cost and expense, all waste materials and rubbish from and about the Property as well as its tools and equipment, shall clean all surfaces, and shall leave the Repair Work "broom clean" or its equivalent, except as otherwise specified. Contractor agrees to immediately repair at its sole cost and expense all damages to the Property arising from or relating to Contractor's performance of the Repair Work to the reasonable satisfaction of the Owner.

7.11 Contractor shall indemnify and hold harmless the City and Curtiss Mansion and their respective officers, directors, agents and employees (the "Indemnified Parties") from liability, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both the trial and appellate level, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its subcontractors, or other persons employed or utilized by the Contractor in the performance of the Agreement. In any and all claims against the Indemnified Parties by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by Contractor of a subcontractor or anyone for whose acts Contractor may be liable, the indemnification obligation under this Paragraph 7.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive termination of this Agreement.

7.12 The Contractor shall coordinate with its subcontractors and suppliers to perform the Repair Work timely.

7.13 Contractor shall be fully responsible for arranging any inspections required by the Manufacturers' representatives, if any, in order to insure that the Manufacturers' Warranties, if any, will be issued to the Owner.

7.14 The Contractor agrees that its Repair Work shall not unreasonably interfere with the normal operation of the Property. 7.15The Contractor shall perform the Repair Work subject to compliance with all governmental rules and regulations pertaining to allowable construction working hours, specifically, and without limitation Section 99-08 of the City of Miami Springs Code of Ordinances. Contractor shall coordinate access for weekend work with the City and Curtiss Mansion.

7.16 In the event of an approaching Hurricane, or other tropical storm, in which an evacuation order applicable to the Property is issued by the local governmental weather authorities, Contractor shall secure its work site and all equipment used by Contractor in furtherance or performance of the Repair Work. Contractor shall also board or otherwise secure all any areas of the building under construction

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Architect____
Engineer_____

or remaining open as a result of the Repair Work being performed by Contractor. The foregoing shall be performed by Contractor at no cost to the Owner.

ARTICLE 8
SUBCONTRACTS

8.1 Contractor may subcontract portions of the Repair Work contemplated under this Agreement upon submission and approval of the Owner of its proposed subcontractor. Owner approves of SRS as a subcontractor. 8.2 Contractor shall be responsible for making payment to all subcontractors and suppliers and shall specifically provide in its agreements with subcontractors and suppliers that the Owner has no payment obligations to Contractor for the Repair Work and that Contractor is solely responsible for payment of all amounts due any subcontractors or suppliers. All subcontractors shall carry insurance commercially and reasonably appropriate for their scope of work.

ARTICLE 9
TIME

9.1 All time limits stated in the Contract Documents are of the essence in this Agreement.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall comply with the Protection Plan attached hereto as **Exhibit "F"** and shall otherwise be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Repair Work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Repair Work and other persons who may be affected thereby, (2) all the Repair Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and order of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor at its sole cost and expense.

ARTICLE 11
LIABILITY INSURANCE

11.1 The Contractor shall purchase and maintain such insurance as will protect it from claims under Worker's Compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The Contractor shall purchase and maintain insurance coverage in the amounts set forth on the Certificates of Insurance attached hereto as **Exhibit "C."** Contractor shall maintained completed operations coverage for a period of ten (10) years from completion of the Repair Work.

City _____
Curtiss Mansion _____

Contractor _____
Architect _____
Engineer _____

11.2 The Architect and Engineer shall each purchase and maintain insurance coverage in the amounts set forth in the Certificates of Insurance attached hereto as part of **Exhibit “D”** and **Exhibit “E”**. Architect and Engineer shall each maintain professional liability insurance for a period of three (3) years from completion of the Repair Work.

11.3 The City and Curtiss Mansion shall be named as an additional insured in all policies required to be maintained hereunder with the exception of the Worker's compensation and professional liability insurance.

ARTICLE 12
CORRECTION OF WORK AND WARRANTY

12.1 The Contractor shall, within three (3) business days of written notice from Owner or Owner’s Representative, commence and diligently and continuously proceed to correct any Repair Work that fails to conform to the requirements of the Contract Documents and unconditionally guarantees and warrants that it shall correct any defects due to faulty materials, equipment, and/or workmanship which appear within a period of one (1) year from the date the City of Miami Spring’s final inspection approval. The provisions of this Article 12 apply to work done by Contractor's subcontractors, as well as to work done by the Contractor. This warranty is not in lieu of but is in addition to the Manufacturers’ Warranties and any other warranties, express or implied, which may be provided by law.

12.2 The Contractor shall bear all costs of correcting such defective Repair Work. This obligation shall survive termination of this Agreement. If Contractor should default in the performance of any of its warranty obligations, it shall be responsible for all damages, fees or costs incurred by the Owner in enforcing the provisions of this Article, including, but not limited to, all attorney’s fees, engineering and consulting fees or other expenses incurred. Without limiting the generality of the foregoing, if any warranty repairs are not performed within the specified time, emergency repairs performed by others shall not void the warranty and the Contractor shall reimburse the Owner for all costs incurred in connection with the performance of such repairs.

12.3 Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents or law. The establishment of the time period specified above relates only to the specific obligation of the Contractor to correct the Repair Work, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced.

ARTICLE 13
SHOP DRAWINGS

13.1 The Contractor shall review, approve and submit to the Architect, Engineer, Owner and Owner’s Representative for review and approval drawings, product data, samples and similar submittals, with reasonable promptness and in such sequence as to cause no delay in the Repair Work. 13.2 By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that it has determined and verified materials, estimated field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information

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Architect _____
Engineer _____

contained within such submittals with the requirements of the Repair Work and of the Contract Documents.

13.2 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect, Engineer, or Owner's Representative's approval of shop drawings, product data, samples or similar submittals.

ARTICLE 14
TERMINATION BY THE CITY

14.1 If either the Architect, Engineer and/or Contractor does not satisfy the conditions and obligations imposed by the Contract Documents, or if any of them makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails to supply properly skilled workers, or proper materials in accordance with the Contract Documents, or if Contractor fails to make prompt payment to subcontractors or for materials or labor, or disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any provision of the Contract Documents, then the City, may, without prejudice to any right or remedy and after giving the Architect, Engineer and Contractor forty-eight (48) hours written notice and one last opportunity to cure, take possession of the site and materials and finish the Repair Work by whatever method the Owner deems expedient and/or terminate this Agreement in whole or part. The party or parties in default shall be responsible for all costs incurred by Owner and Owner's Representative in completing the Design Services and/or Repair Work.

ARTICLE 15
TRANSFER OF LIEN

15.1 In the event any liens should be filed against the Property by any subcontractors or material suppliers, in connection with labor or services performed, the materials incorporated into or delivered to the Property, Contractor shall indemnify and hold City and Curtiss Mansion harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must transfer such lien within five (5) business days of the filing of the lien by, (A) depositing in the office of the Clerk of the Circuit Court an amount sufficient to transfer said lien, or (B) by filing with the Clerk's office a bond executed by a surety licensed to do business in the State of Florida in accordance with the provisions of Section 713.24, Florida Statutes, and its successors.

ARTICLE 16
SOVEREIGN IMMUNITY

16.1 The Architect, Engineer and Contractor each acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims by Architect, Engineer and Contractor against the Owner other than claims arising out of this Agreement. Specifically, except as provided in Fla. Stat. §768.28, the Architect, Engineer and Contractor acknowledges that it cannot and will not assert any claims against the Owner, unless the claim is based upon a breach by the Owner of this Agreement.

City_____
Curtiss Mansion_____

Contractor_____
Architect_____
Engineer_____

ARTICLE 17
GOVERNING LAW AND VENUE

17.1 The Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from the Contract Documents shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

ARTICLE 18
SUCCESSORS AND ASSIGNS

18.1 The Parties each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. No party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other parties.

ARTICLE 19
MODIFICATION

19.1 No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

ARTICLE 20
RIGHTS AND REMEDIES

20.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 21
USE OF DOCUMENTS

21.1 Drawings, specifications and other documents prepared by the Architect and Engineer are instruments of service and are for the Owner's use solely with respect to this Project. The Architect and Engineer shall retain all common law, statutory and other reserved rights, including the copyright. Upon execution of this Agreement, Architect and Engineer each respectively grants to the Owner an irrevocable, non-exclusive license to reproduce and use the Instruments of Service, in connection with the Project, including the Project's further development, construction and maintenance by the Owner and others retained by the Owner for such purposes.

ARTICLE 22
SEVERABILITY AND WAIVER

City____
Curtiss Mansion_____

Contractor____
Architect____
Engineer_____

22.1 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

ARTICLE 23
WRITTEN NOTICE

23.1 **Notice/Delivery Addresses.** All documents, notices and payment exchanges required to be exchanged under this Agreement shall be delivered by certified mail, return receipt requested, to the following addresses:

R.J. HEISENBOTTLE ARCHITECTS, P.A.
2199 Ponce De Leon Boulevard, Suite 400
Coral Gables, FL 33134

With a copy to:
Neil Robertson
4000 Ponce de Leon Blvd, Suite 800
Coral Gables, FL 33147

DOUGLAS WOOD ASSOCIATES, INC.
2100 Ponce De Leon Boulevard, Suite 1020
Coral Gables, FL 33134

With a copy to
David Israel
12555 Orange Drive, Suite 4023
Davie, FL 33330

CARIVON CONSTRUCTION CO.
12171 SW 131st Avenue
Miami, FL 33186

THE CITY OF MIAMI SPRINGS

Ron Gorland
City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166
(305)805-5000

With a copy to:

City_____
Curtiss Mansion_____

Contractor_____
Architect_____
Engineer_____

Michael Kurzman, Esq.
200 E. Broward Blvd.Suite 1900
Fort Lauderdale, FL 33301:

CURTISS MANSION

500 Deer Run
Miami Springs, FL 33166

With a copy to:

Michael Kurzman, Esq.
200 E. Broward Blvd.Suite 1900
Fort Lauderdale, FL 33301

ARTICLE 24
COUNTERPARTS

24.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

ARTICLE 25
CHAPTER 558 NOTICE OF CLAIM

25.1 The Parties have agreed that the notice of claim requirements set forth in Chapter 558, Florida Statutes, do not apply to this Agreement. However, the parties agree that pursuant to Fla. Stat. §558.0034, an individual employee or agent of Architect or Engineer shall not be individually liable to Owner for damages resulting from negligence occurring within the course and scope of this Agreement provided that Architect and Engineer maintain their respective professional liability insurance required by the Agreement.

City_____
Curtiss Mansion_____

Contractor_____
Architect_____
Engineer_____

ARTICLE 26
EXHIBITS

26.1 The following exhibits whether attached hereto or not are incorporated by reference and are part of the Contract Documents:

- Exhibit "A" Proposal
- Exhibit "B" Plans, drawings and specifications by Architect & Engineer
- Exhibit "C" Contractor's Certificate of Insurance
- Exhibit "D" Architect's Certificate of Insurance
- Exhibit "E" Engineer's Certificate of Insurance
- Exhibit "F" Protection Plan

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth below.

WITNESSES

R.J. HEISENBOTTLE ARCHITECTS, P.A.

Print Name _____

By: _____

Print: _____

Print Name _____

Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

On this ____ day of June, 2015, before me, the undersigned Notary Public, personally appeared as _____ of R.J. HEISENBOTTLE ARCHITECTS, P.A., who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced _____ as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

WITNESSES

DOUGLAS WOOD ASSOCIATES, INC.

Print Name _____

By: _____

Print: _____

Print Name _____

Its: _____

City _____
Curtiss Mansion _____

Contractor _____
Architect _____
Engineer _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

On this ____ day of June, 2015, before me, the undersigned Notary Public, personally appeared as _____ of DOUGLAS WOOD ASSOCIATES, INC., who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced _____ as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

WITNESSES

CARIVON CONSTRUCTION, CO.

Print Name_____

By: _____

Print: _____

Print Name_____

Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

On this ____ day of June, 2015, before me, the undersigned Notary Public, personally appeared as _____ of CARIVON CONSTRUCTION, CO., who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced _____ as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

WITNESSES

THE CITY OF MIAMI SPRINGS

Print Name_____

By: _____

Print: _____

Print Name_____

Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

City_____
Curtiss Mansion_____

Contractor_____
Architect_____
Engineer_____

On this _____ day of June, 2015, before me, the undersigned Notary Public, personally appeared as _____ of THE CITY OF MIAMI SPRINGS, who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced _____ as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

WITNESSES

CURTISS MANSION, INC.

Print Name _____

By: _____

Print: _____

Print Name _____

Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

On this _____ day of June, 2015, before me, the undersigned Notary Public, personally appeared as _____ of CURTISS MANSION, INC., who, being by me first duly sworn, deposes and says that he/she executed the foregoing Mutual Release and that he/she is personally known to me/produced _____ as identification, and did/did not take an oath.

[seal]

NOTARY PUBLIC STATE OF FLORIDA

City _____
Curtiss Mansion _____

Contractor _____
Architect _____
Engineer _____

(E) Where, at the effective date of this chapter there are outstanding valid building permits, authorizing the construction of buildings, structures, additions, or alterations, the use of construction of which does not conform to the requirements of this chapter, those permits shall be void unless actual construction work, excluding grading or excavating, is substantially underway on that date.

(F) Where, at the effective date of this chapter, there are outstanding valid permits, authorizing the use of land or buildings without construction work, and where the use is not permissible under the terms of this chapter, those permits shall be void unless the use is actually in existence on that date.

(Code 1962 § 25-7; amend. Ord. 599-77, passed 3-28-77)

Sec. 150-008. Designated street frontage required for construction of dwelling.

(A) Construction of a dwelling, whether single-family, multiple-family, apartment house, court apartment, hotel, motel, or residential building of any kind, shall not be made upon any lot, parcel, or tract of land which does not have frontage upon a dedicated street.

(B) Street, within the meaning of this section, shall not include any alley, utility easement, or right-of-way not ordinarily used by general traffic, or any other passageway which is primarily for the convenience of the owner of the property abutting thereon, such as a driveway through the middle of a block giving access to the rear or side of property.

(Code 1962, § 25-7.1; amend. Ord. 460, passed 3-23-70; amend. Ord. 599-77, passed 3-28-77)

 **Sec. 150-009. Construction materials.**

(A) All buildings shall be of masonry construction, except that aluminum siding may be used in renovating nonconforming structures, and except that open, semi-open, or screened enclosures, including porches, patios, carports, or utility sheds may be constructed of aluminum or some similar fireproof material.

(B) In all cases of difficulty in the approval of construction materials, the South Florida Building Code and current test reports made by the official material control section of Dade County will be considered as final.

(Code 1962, § 25-8; amend. Ord. 184, passed 2-8-54; amend. Ord. 297, passed 6-22-64; amend. Ord. 529, passed 12-11-72; amend. Ord. 599-77, passed 3-28-77)

Sec. 150-010. Roof materials, requirements and re-roofs.

(A) All new roofs shall be cement or clay tile, and shall have a minimum pitch of two and one-half inches rise per foot.

(B) Metal roofs shall also be permitted for all new construction, so long as the following conditions have been met:

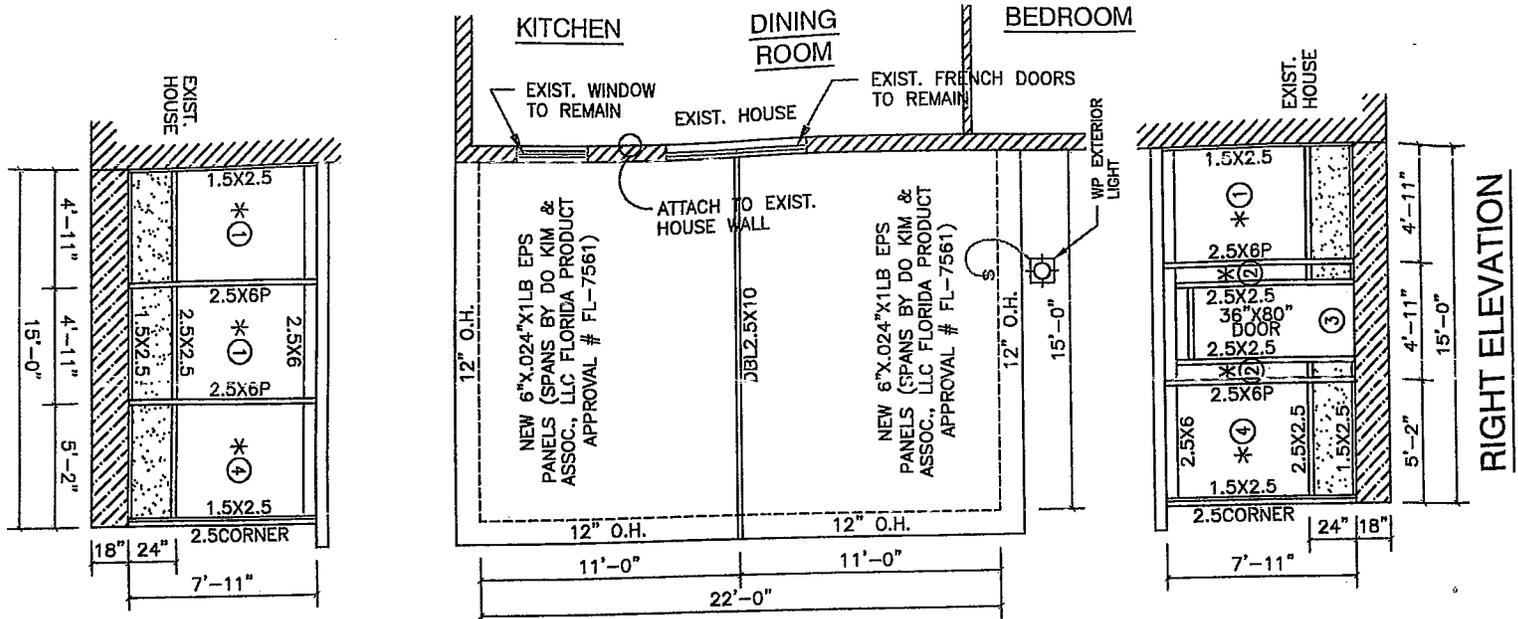
1. The proposed metal roof has received Metro-Dade County product approval.



www.VenetianScreenAndSunroom.com



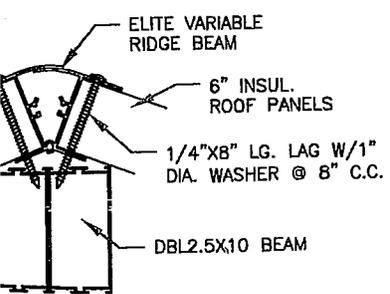
NOTE:
ALL GLASS WINDOW AND DOOR (PER PRODUCT APPROVAL OR N.C



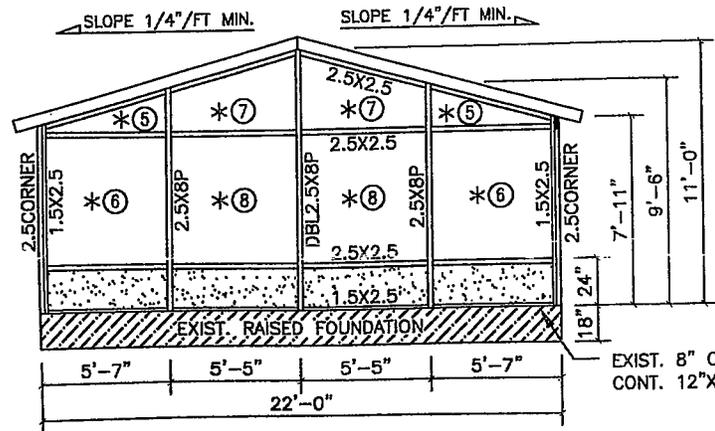
PLAN

CATEGORY II SUNROOM
(NON-HABITABLE UNCONDITIONED SPACE)

OPENING	ZONE	SIZE
1	4	57" X
2	4	8" X
3	4	36" X
4	5	57" X
5	5	61" X
6	5	61" X
7	4	61" X
8	4	61" X



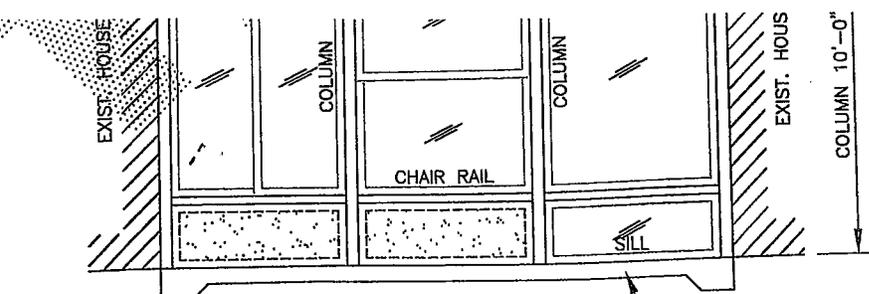
RIDGE BEAM CONN



FRONT ELEVATION

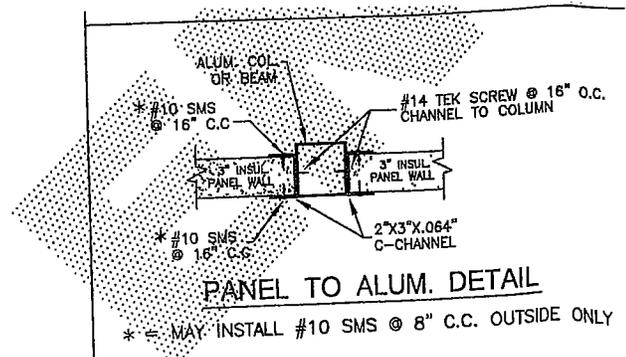
DISCLAIMER:
FOUNDATION INFORMATION SHOWN ON THIS PLAN IS BASED ON DATA PROVIDED BY THE CONTRACTOR/CLIENT. THE FOUNDATION SPECIFIED ARE THE REQUIRED TO RESIST ALL SUPERIMPOSED AND DEAD LOADS FROM THE PROPOSED STRUCTURE.

EXIST. 8" CONC. SLAB WITH CONT. 12"x12" MIN. FTG.



FRONT ELEVATION (UNDER EXISTING ROOF)

CONC. SLAB AND/OR FOOTING



PANEL TO ALUM. DETAIL

* = MAY INSTALL #10 SMS @ 8" C.C. OUTSIDE ONLY