



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

**Mayor Xavier M. Garcia**

**Vice Mayor Roslyn Buckner  
Councilman Billy Bain**

**Councilman Bob Best  
Councilman Jaime Petralanda**

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

### **CITY COUNCIL REGULAR MEETING AGENDA Monday, September 12, 2016 – 7:00 p.m. City Hall, Council Chambers, 201 Westward Drive**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Best  
  
**Salute to the Flag:** Audience Participation
- 3. Awards & Presentations:**  
  
A) Yard of the Month Award for September 2016 – Sharon Okubo & Michael Kilpatrick of 156 Carlisle Drive
- 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. This portion of the meeting also includes any pre-screened video submittals.
- 5. Approval of Council Minutes:**  
  
A) August 15, 2016 – Workshop Meeting  
B) August 22, 2016 - Regular Meeting
- 6. Reports from Boards & Commissions:**  
  
A) Board of Adjustment – Approval of Actions Taken at their Meeting of September 1, 2016 Subject to the 10-day Appeal Period
- 7. Public Hearings:**  
  
A) A Resolution of The City Council Of The City Of Miami Springs Tentatively Approving Fiscal Year 2016-2017 Budget; Confirming Date, Time And Place Of Final Public Hearing
- 8. Consent Agenda: (Funded and/or Budgeted):**  
  
A) Approval of City Attorney's Invoice for August 2016 in the Amount of \$13,473.00

B) Recommendation by Golf that Council Approve an increase to the City's current open purchase order with Acushnet, in an amount not to exceed \$2,500, for Titleist and Foot Joy merchandise to be re-sold in the golf pro shop as funds were budgeted in the FY15/16 Budget pursuant to Section 31.11 (E)(6)(g) of the City Code

**9. Old Business:**

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

B) Resolution – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Authorizing And Approving Correspondence To Miami-Dade County In Support Of The Four-Municipality Annexation Agreement Involving The City Of Doral, The Town Of Medley, The Village Of Virginia Gardens, And The City Of Miami Springs; Authorizing The City Manager And The Mayor To Execute The Subject Correspondence And Transmit The Same To Miami-Dade County; Providing For An Effective Date

**10. New Business:**

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

B) Consideration of selection of an applicant to operate the Farmer's Market from October 2016 to March 2017

C) Recommendation by the Administration that Council approves the designation of \$150,000 to cover the initial costs of the design/build process of constructing a new Senior Center building

D) Consideration of request from RenewPACE that Council approve their program within the City of Miami Springs

E) Consideration of Atlantic Golf Management Letter of Interest in Managing the Miami Springs Golf and Country Club Operation

F) Consideration by Council to determine whether to place a six month moratorium on the opening of Cannabis Dispensaries within City limits or consideration to creating an Ordinance for an upcoming meeting specifying where within the City these facilities can be allowed

G) Recommendation that Council authorize the acceptance of the attached agreement with the Fraternal Order of Police (FOP) extending the ½% reduction in Police pension contributions for an additional one year beginning October 1, 2016 and ending September 30, 2017, as funds were budgeted in the FY16/17 budget

H) Recommendation by Finance that Council award the City RFP #05-15-16 to BB&T Bank, the lowest responsible bidder and authorize the execution of an award contract for banking services as funds are to be approved in the FY16/17 Budget, pursuant to Section 31.11 (E)(1) of the City Code

I) Discussion on the proposed plan by Code Compliance to do a sweep for City-wide alley trimming

J) Recommendation by the Historic Preservation Board to award Fran Whiteman the Pioneer Resident Award

11. Other Business:

A) FY 2016-2017 Budget Workshop Update


12. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

13. Adjourn

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

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

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

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

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

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



# ***CERTIFICATE OF RECOGNITION***

Presented to

***Sharon Okubo & Michael Kilpatrick***

Of

***156 Carlisle Drive***

for their home being designated as

***“YARD OF THE MONTH”  
SEPTEMBER, 2016***

Presented this 12<sup>th</sup> day of September, 2016.

**CITY OF MIAMI SPRINGS, FLORIDA**

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Zavier M. Garcia  
Mayor

**ATTEST:**

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Erika Gonzalez-Santamaria, MMC  
City Clerk





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

### **City Council Meeting**

Workshop Meeting Minutes  
Monday, August 15, 2016, 2015 6:00 p.m.

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

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:05 p.m.

Present were the following:

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

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

- 2. Invocation:** Offered by Councilman Bain

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

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

Opening Remarks by City Manager/Finance Director William Alonso

City Manager Alonso read the updated staff memo for the record.

He stated that after completing the first workshop the budget shows \$150,775 in surplus at the millage rate of 7.5000. The Finance Department demonstrates that there is a \$10,000 reduction in the attorney's fees for the FOP contract negotiation in the upcoming year. He also stated that in the Public Works Public Properties Division there was an additional reduction of \$40,000.

## I. Human Resources

Mr. Alonso introduced Bill Collins, the new HR Director. The budget includes \$8,000 for new equipment and software for fingerprinting, as well as an increase in pension costs related to the hiring of a new HR Director. The budget is 5.5% higher, or \$12,270 than the FY15/16.

Mr. Collins and Lt. Deal were available to answer any of the Council's questions.

## II. IT Department

The budget is \$4,425 lower than the current year, according to Mr. Alonso. The IT budget includes \$6,000 for a new server.

I.T. Director Jorge Fonseca answered Council's questions and there were no changes to the proposed budget.

## III. City Attorney

There were no changes to the City Attorney's budget.

## IV. Building Department

Mr. Alonso stated that the Building Department is \$38,457 higher than the current year. The increase is due to additional funding for inspector pay and increased building activities. The Building Department budget is a separate Special Revenue fund.

Building and Code Compliance Director Ulises Fernandez answered questions from Council regarding scanning. He also provided a graph to Council on a recent customer service survey that was done recently. The Council thanked Mr. Fernandez for the department's improvements.

## V. Code Compliance

Mr. Alonso commented that the Code Compliance Department is a separate department from Building. He stated that the budget is \$19,509 higher than last year due to the reclassification of a part-time officer to full-time for FY2017.

## VI. Parks and Recreation

### i. Administration

This item was moved up in the meeting as the first section to be discussed. The budget includes a reduction of \$358,927 due to the tot-lot being built in and is 21% lower this upcoming fiscal year. This portion of the budget the Pelican Playhouse requesting a

subsidy of \$23,000. Ralph Wakefield was available to answer any of the Council's questions.

Parks and Recreation Director Luna and Finance Director Alonso answered Council's questions.

ii. Pool

Mr. Alonso stated that the proposed budget for the Pool is approximately \$606,033 for the new fiscal year. The budget includes a full time Aquatics Supervisor and a full time head lifeguard. Council requested that the line item for the electric/power service be looked into for their further consideration.

Parks and Recreation Director Luna and Finance Director Alonso answered Council's questions.

iii. Tennis

Finance Director Alonso stated that the Tennis operation is basically the same with a decrease from last year in the amount of \$22,810; there were no questions regarding this budget. Council requested further details on the accomplishment section of the budget.

iv. Park Maintenance

The Park Maintenance budget is approximately \$111,392 lower than the current year.

Recreation Director Luna provided an update on the Stafford Park.

VII. Police

Mr. Alonso commented that the Police Department budget is \$5,835 or 0.1% lower than last year. Increase of 2% pay raise in accordance with FOP contract, a \$10,000 decrease in officer pension contribution to 15% since rate was set to increase to 15.5% next year. Increase in capital expenditures for four unmarked cars and upgraded technology, \$68,870 in payouts due to retirements, \$20,000 in legal fees to cover costs associated with FOP contract negotiations, addition of part-time clerical assistant, and the creation of new position "Police Recruit" for police candidates that are put through the academy.

Police Chief Guzman answered Council's questions to their satisfaction.

VIII. LETF Fund

The Community Policing Office, except for personnel, is funded by the Law Enforcement Trust Fund based on federal forfeitures and guidelines, according to Chief Guzman. There were no changes in this portion of the agenda.

IX. Debt Service

Mr. Alonso explained that the budget shows an increase of \$69,993 or 6% higher. The Golf Course debt has been paid off in the current fiscal year. The Debt Service includes the Aquatic Facility payments and Energy Savings Project.

**4. Adjourn**

There being no further business to be discussed the meeting was adjourned at 7:45 p.m.

*Respectfully submitted:*

Erika Gonzalez-Santamaria, MMC  
City Clerk

*Adopted by the City Council on  
this 12<sup>th</sup> day of September, 2016.*

Zavier M. Garcia, Mayor

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



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

### **City Council Meeting**

Regular Meeting Minutes

Monday, August 22, 2016 7:00 p.m.

Council Chambers at City Hall

201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:08 p.m.

Present were the following:

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

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

- 2. Invocation:** Offered by Mother Susan Keedy

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

- 3. Awards & Presentations:**

A) Presentation of Certificate of Sincere Appreciation Plaque to Moira Ramos in Recognition of 35 Years of Dedicated Service to the City of Miami Springs Finance Department

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

B) Presentation of Certificate of Sincere Appreciation Plaque to Sgt. Thomas Kelly in Recognition of 35 Years of Dedicated Service to the City of Miami Springs Police Department

**Mayor Garcia presented a plaque for Sgt. Kelly's years of service to the City. Sgt. Kelly stated a few words of thanks and recognized his family and the police department for their support throughout the years.**

C) Recognizing Reverend Susan Keedy for her years of service to All Angels Academy and Episcopal Church in Miami Springs

**Mayor Garcia presented Mother Keedy with a certificate of recognition for her years of service to All Angels and to the City of Miami Springs.**

D) Recognizing long-time Miami Springs resident Eloise Head on her 92nd birthday

**Mayor Garcia presented Ms. Head's daughter with a certificate of recognition in celebration of her mother's 90<sup>th</sup> birthday.**

E) Recognizing Nicole San Martin for her Community Service at the Butterfly Garden in front of the Library

**Mayor Garcia presented Ms. San Martin with a certificate of recognition for her service to the City of Miami Springs and contribution to the butterfly garden.**

F) Presentation by Jorge Ferrer, Bermello & Ajamil, on the Aquatic Facility Punchlist Completion Timeline

**City Manager/Finance Director Alonso read the staff memo for the record. Mr. Ferrer stated that everything on the punchlist was created by him and for Lunacon to correct in a certain timeline. He stated that there are three major corrections to the pool deck and slide that need to be rectified and there is a correction plan. Mr. Ferrer addressed the City Council's questions.**

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

**5. Approval of Council Minutes:**

- A) August 1, 2016 - Workshop Meeting
- B) August 8, 2016 - Regular Meeting

**Councilman Best moved to approve the minutes of August 1, 2016, and August 8, 2016. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Petralanda and Mayor Garcia voting Yes.**

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

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

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

**7. Public Hearings:** None.

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

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

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

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

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

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

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

**City Manager/Finance Director William Alonso read the Consent Items by title.**

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

**9. Old Business:**

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

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

B) East Side Parking Issue Update

**This item was heard after the presentations, Councilman Bain moved to approve staff's recommendation. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Councilman Petralanda and Mayor Garcia voting Yes.**

**10. New Business:**

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

**This item was pulled by Administration prior to the meeting.**

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

**Councilman Best moved to approve staff's recommendation. Councilman Petralanda seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Petralanda and Mayor Garcia voting Yes; Councilman Bain voting No.**

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

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



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

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

**Councilman Bain moved to approve the request for 800 sq. ft. and 1200 sq. ft. wallscales at Management Resources University located at 700 South Royal Poinciana to be installed for a period no longer than 60 days. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Buckner, Councilman Best, Councilman Bain, Councilman Petralanda and Mayor Garcia voting Yes.**

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

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

**Evelio Cabrera, 540 Hunting Lodge Drive and John Souder, address exempt from the record addressed the City Council.**

**Councilman Bain made a motion to approve staff's recommendation, location in the photo, as the proposed location for the design-build proposal for the new senior center at the Curtiss Mansion. Councilman Best seconded the motion; after further discussion, Councilman Bain withdrew his motion from the floor.**

**The Council further discussed locations and available properties that the City could look into. Karen Rosson, Elderly Services Director, addressed the City Council. City Council requested for further information in reference to the land that is owned by the hotel and to identify the location of the water/sewer lines located in the proposed location. After further discussion, the City Council decided that they will discuss the RFP design-build funding allocation at the next budget workshop on August 29, 2016.**

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

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

**11. Other Business:** None at this time.

**12. Reports & Recommendations:**

A) City Attorney

City Attorney Seiden had no report at this time.

B) City Manager

The City Manager reminded the Council and the public that the City's birthday is August 23<sup>rd</sup> and officially celebrates its 90<sup>th</sup> birthday, he reminded the public that registration for fall baseball is August 29<sup>th</sup>, the City's 90<sup>th</sup> Birthday celebration "Kick-off" party is August 27<sup>th</sup> at 7pm at 85 Deer Run, he announced that the Smithsonian Institute starts its Water/Ways Exhibit on September 10<sup>th</sup> to October 22<sup>nd</sup>. He also stated that the 90<sup>th</sup> Birthday Golf tourney at the Country Club is September 10<sup>th</sup> at 10am and also the Family Swim and Fun Day at the Aquatic Center from 10am to 2pm.

C) City Council

Vice Mayor Buckner had nothing to report at this time.

Councilman Bain recommended that there is outerwear that helps prevents mosquito bites and the transfer of the Zika virus.

Councilman Petralanda stated that school is back in session and wished for everyone to drive safe and be safe.

Councilman Best stated that the connections article was a good article on the City Manager.

Mayor Garcia reminded the public that soccer season is also going to start and registration is open. He announced that his son has officially transferred to Miami Springs Senior High and is a Hawk.

**13. Adjourn**

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

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 12th day of September, 2016.*

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*Zavier M. Garcia, Mayor*

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

The **Board of Adjustment** met in Regular Session at 6:30 p.m., on Thursday, September 1, 2016 in the Council Chambers at City Hall.

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

The meeting was called to order at 6:36 p.m.

The following were present:

Chairman Manuel Pérez-Vichot  
Bob Calvert  
Juan Molina  
Alejandro Gonzalez

Absent:

Vice Chair Ernie Aloma  
Martin L. Marquez

Also present:

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

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

The minutes for the August 9, 2016 meeting were approved as written.

**Board member Molina moved to approve the minutes as written. Board member Gonzalez seconded the motion, which passed unanimously 4-0 on voice vote.**

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

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

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

- A) **Case # 09-V-16**  
**RICARDO VALENCIA & JOHANA CASTILLO**  
**401 PAYNE DRIVE**  
**Zoning: R-1C, RESIDENTIAL SINGLE FAMILY**

Applicant is seeking a rear yard setback variance in order to construct a one story addition to an existing single family house by squaring off an existing legal non-conforming setback.

Zoning and Planning Director Heid read his recommendation to the Board.

Chair Pérez-Vichot asked if there were any correspondence in favor or against this case. Zoning and Planning Director Heid responded that no correspondence have been received

Chair Pérez-Vichot asked the applicant if the three inches encroachment for the door was necessary for this project. He also asked the applicant if the existing canopy will be removed.

The applicant, Johanna Castillo responded that the three inch variance request was to handle the swing of the door better as it opens to the landing. Mrs. Castillo informed the Board that the existing canopy will be removed.

Zoning and Planning Director Heid added that the three inch variance request was minor and was added along with the significant request for the rear yard setback because it did not create much impact on the rest of the project. Zoning and Planning Director Heid added that if this was the only variance that was being requested, he would have advised the applicant against this and to just leave the maximum permitted thirty-six inches encroachment as is.

Chair Pérez-Vichot asked if there were any further questions or discussion from any Board members. There was no further discussion at this time.

**Board member Molina moved to approve the variance requested with the three conditions listed in the Zoning and Planning Director's recommendation. Board member Gonzalez seconded the motion, which passed 4-0 on voice vote.**

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

**5) Old Business:** None.

**6) Adjournment**

There was no further business to be discussed and the meeting was adjourned at 6:46 p.m.

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Respectfully submitted:

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

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

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

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

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

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**RESOLUTION NO. 2016 –**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MIAMI SPRINGS TENTATIVELY  
APPROVING FISCAL YEAR 2016-2017  
BUDGET; CONFIRMING DATE, TIME AND  
PLACE OF FINAL PUBLIC HEARING**

**WHEREAS**, the City Council of the City of Miami Springs has given careful consideration to the anticipated expenses and various sources of revenue available for carrying on the functions of city government and has tentatively approved a millage levy for Fiscal Year 2016-2017 of 7.5000 mills; and

**WHEREAS**, in accordance with provisions of the City Charter and State law, the City Council has presented the proposed millage levy and budget document for Fiscal Year 2016-2017, and has conducted a public hearing to allow all interested persons to be heard regarding the proposals of any item thereof:

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

**Section 1:** That a budget as set forth and included herein by reference in the amounts as follows be and the same is hereby tentatively approved for Fiscal Year 2016-2017 and all sums are appropriated for the purposes stated herein:

<u>Funds</u>	<u>Revenues &amp; Reserves</u>	<u>Expense Appropriations and Reserves</u>
General Fund:	\$16,034,237	\$16,034,237
Special Revenue Funds:	1,979,601	1,979,601
Enterprise Fund:	3,045,338	3,045,338
Debt Service Fund:	896,916	896,916
<b>TOTALS</b>	<u>\$21,956,902</u>	<u>\$21,956,092</u>

**Section 2:** That the City Council will conduct a final public hearing on the proposed budget and all items thereof, at 7:00 p.m., on Monday, September 26, 2016, in the City Hall Council Chambers, 201 Westward Drive, Miami Springs.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016, on a motion by \_\_\_\_\_ and seconded  
by \_\_\_\_\_.

Vice Mayor Buckner	_____
Councilman Best	_____
Councilman Bain	_____
Councilman Petralanda	_____
Mayor Garcia	_____

\_\_\_\_\_  
Zavier M. Garcia, Mayor

**ATTEST:**

\_\_\_\_\_  
Erika Gonzalez-Santamaria, MMC, City Clerk

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
Jan K. Seiden, City Attorney



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

September 7 for August

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	3,712.50	27.50
Human Resources Department	329.62	2.44
Risk Management	168.75	1.25
Finance Department	958.50	7.10
Professional Services		0.00
Building,Zoning & Planning Department	1,822.50	13.50
Code Enforcement	641.25	4.75
Police Department	929.25	6.88
Public Works Department	607.50	4.50
Recreation Department	262.12	1.94
IT Department		0.00
Golf	1,140.75	8.45
Senior		0.00
General - Administrative Work	<u>2,900.26</u>	<u>21.48</u>
<b>Sub-total - General Fund</b>	<b>\$13,473.00</b>	<b>99.80</b>
<u><b>Special Revenue, Trust &amp; Agency Funds</b></u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
<b>Sub-total - Special Funds</b>	<b>\$0.00</b>	<b>0.00</b>
<b>GRAND TOTAL: ALL FUNDS</b>	<b>\$13,473.00</b>	<b>99.80</b>



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

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

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

**Subject:** Acushnet

## RECOMMENDATION

Recommendation by Golf that Council approve an increase to the City's current open purchase order with Acushnet, in an amount not to exceed \$2,500, for Titleist and Foot Joy merchandise to be re-sold in the golf pro shops funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:** Acushnet owns the rights to Titleist and Foot Joy Brand. We purchase their merchandise through a discounted program and re-sale them at market price.

**Submission Date and Time:** 9/6/2016 1:28 PM

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
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: _____	Account No.: <u>001-5707-572-5205</u>
Attachments: <input type="checkbox"/> Yes <input checked="" 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: <u>[Signature]</u>	Amount previously approved: \$ <u>49,000.00</u>
		Current request: \$ <u>2,500.00</u>
		Total vendor amount: \$ <u>51,500.00</u>



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 5, 2016

SUBJECT: PENDING BOARD APPOINTMENTS

\*\*\*\*\*

The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<b><u>Board of Adjustment/Zoning and Planning Board</u></b>				
Mayor Xavier Garcia	Juan Molina	04-30-2018	01-29-2015	11-09-2015
Councilman Best	Bob Calvert	04-30-2018	01-28-2013	11-09-2015
Bain Vice Mayor	Ernie Aloma	04-30-2019	04-13-2009	01-11-2011
Councilwoman Buckner	Martin Marquez	04-30-2019	01-11-2010	05-14-2012
Councilman Petralanda	Manuel Pérez-Vichot	04-30-2017	12-14-1998	11-09-2015
Mayor Garcia	Alejandro Gonzalez	10-31-2018	12-03-2015	12-03-2015
<b><u>Architectural Review Board</u></b>				
Mayor Xavier Garcia	Marc Scavuzzo*	10-31-2016	08-27-2012	11-09-2015
Councilman Best	Valentine Soler	10-31-2016	01-14-2013	11-09-2015
Vice Mayor Bain	Joe Valencia*	10-31-2016	02-27-2012	11-09-2015
Councilwoman Buckner	Fredy Albiza*	10-31-2016	08-27-2012	11-09-2015
Councilman Petralanda	Ana Paula Ibarra*	10-31-2016	10-10-2011	11-09-2015
<b><u>Code Enforcement Board</u></b>				
Mayor Xavier Garcia	Jorge Filgueira*	11-30-2017	08-27-2012	11-09-2015
Mayor Xavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Councilman Best	Marlene B. Jiménez	09-30-2018	03-02-2005	11-09-2015
Vice Mayor Bain	John Bankston	09-30-2017	09-23-2002	11-09-2015
Councilman Bain	Rhonda Calvert	09-30-2017	09-25-2006	11-09-2015
Councilwoman Buckner	Jacqueline Martinez Regueira	09-30-2018	06-09-2003	11-09-2015
Councilman Petralanda	Robert (Bob) Williams	09-30-2016	03-10-2008	10-25-2010
<b><u>Code Review Board</u></b>				
Mayor Xavier Garcia	VACANT	04-30-2018		
Councilman Best	Maria (Nuñez) Garrett	04-30-2017	05-08-2009	11-09-2015
Vice Mayor Bain	Arthur Freyre	04-30-2017	05-19-2009	05-09-2011
Councilwoman Buckner	Maria Fernandez	04-30-2019	08-11-2003	05-24-2010
Councilman Petralanda	Jana Armstrong	04-30-2019	06-11-2001	05-10-2010
<b><u>Disability Advisory Board</u></b>				
Mayor Xavier Garcia	VACANT	12-31-2016		
Councilman Best	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Vice Mayor 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 Xavier Garcia	Wendy Anderson Booher*	04-30-2018	01-12-2009	11-09-2015
Councilman Best	Trina Aguila	04-30-2018	10-28-2013	11-09-2015
Vice Mayor Bain	Carl Malek*	04-30-2017	11-22-2010	05-09-2011
Councilwoman Buckner	James Steele	04-30-2019	09-09-2013	09-09-2013
Councilman Petralanda	Michael Kobiakov	04-30-2019	08-12-2013	08-12-2013

**Education Advisory Board**

Mayor Xavier Garcia	Alyssa C. Roelans	05-31-2017	02-17-2015	11-09-2015
Councilman Best	Constantino Hernandez	05-31-2017	04-27-2015	11-09-2015
Vice Mayor Bain	Dr. Mara Zapata*	05-31-2017	06-13-2011	11-09-2015
Councilwoman Buckner	Ilia Molina	05-31-2017	02-05-2015	11-09-2015
Councilman Petralanda	Dan Bradley	05-31-2017	05-13-2013	11-09-2015

**Golf and Country Club Advisory Board**

Mayor Xavier Garcia	Michael Domínguez*	07-31-2017	04-12-2010	11-09-2015
Councilman Best	Mark Safreed	07-31-2017	08-08-2005	11-09-2015
Vice Mayor Bain	George Heider	07-31-2017	08-13-2001	11-09-2015
Councilwoman Buckner	Ken Amendola*	07-31-2017	10-10-2011	11-09-2015
Councilman Petralanda	Art Rabade	07-31-2017	03-11-2013	11-09-2015

**Historic Preservation Board**

Mayor Xavier Garcia	Sydney Garton	01-31-2019	11-08-1993	02-08-2010
Councilman Best	Charles M. Hill	02-28-2018	03-08-2004	11-09-2015
Vice Mayor Bain	Yvonne Shonberger	02-28-2017	06-13-2005	09-10-2012
Councilwoman Buckner	Dr. James Watson	02-28-2018	06-09-2014	11-09-2015
Councilman Petralanda	Jo Ellen Phillips	01-31-2019	2-14-2013	08-26-2013

**Board of Parks & Parkways**

Mayor Xavier Garcia	Eric Richey	04-30-2018	02-13-1989	11-09-2015
Councilman Best	Tammy K. Johnston	04-30-2018	04-27-2006	11-09-2015
Vice Mayor Bain	Lynne V. Brooks*	04-30-2018	08-08-2011	11-09-2015
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 Xavier Garcia	E. Jorge Santin	04-30-2019	04-14-2008	12-13-2010
Councilman Best	Mark A. Johnston	04-30-2018	04-22-2013	04-22-2013
Vice Mayor Bain	Dr. Stephanie Kondy	04-30-2017	06-13-2005	09-10-2012
Councilwoman Buckner	Miguel Becerra	04-30-2017	09-09-2015	09-09-2015
Councilman Petralanda	Alexander Anthony	04-30-2019	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

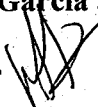
“No Board/Commission member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the City Council.”



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**From:** William Alonso, City Manager 

**Subject:** Four-City Agreement Resolution for Annexation

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The City received a request from Miami-Dade County to provide a letter and resolution in support of the City's original Four City Agreement on annexation.

Attached is a copy of the letter and resolution executed by the City of Doral in support of their annexation application and the Four-City Agreement.

The Administration has prepared the attached letter and resolution to be sent to the County, and hereby requests Council approval for these documents to be executed.

## **RESOLUTION NO. 2016 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING AND APPROVING CORRESPONDENCE TO MIAMI-DADE COUNTY IN SUPPORT OF THE FOUR-MUNICIPALITY ANNEXATION AGREEMENT INVOLVING THE CITY OF DORAL, THE TOWN OF MEDLEY, THE VILLAGE OF VIRGINIA GARDENS, AND THE CITY OF MIAMI SPRINGS; AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE THE SUBJECT CORRESPONDENCE AND TRANSMIT THE SAME TO MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on May 23, 2016, the City of Miami Springs (the "City") passed and adopted Resolution No. 2016-3672, reconfirming its intentions, consistent with its prior resolutions and ordinances, and continuing its efforts, in initiating and requesting proposed boundary changes to the City by the annexation of property described in the prior Four Municipality Annexation Agreement; and,

**WHEREAS**, it is well recognized that the City's annexation efforts, that began in 2002, were done in concert with the three (3) other neighboring municipalities; the Village of Virginia Gardens, the Town of Medley, and the City of Doral; and,

**WHEREAS**, each municipality hired consultants, engineers and other professionals to assist it in its discussions with the other municipalities as to boundary lines and with the county on all other annexation topics; and,

**WHEREAS**, over the following several years, Miami-Dade County provided Assistant County Managers and other County administrative staff personnel to attend the joint meetings of the four municipalities to assist in reaching an agreement as to the proper and appropriate division of the available sections of County UMSA areas; and;

**WHEREAS**, although there had been much discussion and debate regarding the proposed annexation boundaries amongst the four municipalities during these several years, in 2009 the four municipalities finally agreed to the proper and appropriate division of the available sections ("Four Municipality Agreement"), and each filed amended applications for annexation with the County reflecting the agreed upon boundary lines; and,

**WHEREAS**, for more than a decade, the four municipalities and Miami-Dade County staff personnel have expended extraordinary efforts and man hours, incurred substantial costs and expenses, and conducted innumerable public hearings and other meetings in the investigation, evaluation, and support of the pending annexation of the available sections of unincorporated Miami-Dade County; and,

**WHEREAS**, while slight changes to the boundaries have taken place involving the other municipalities, the City of Miami Springs desires to formally advise Miami-Dade County that the City's pending application and the applications of the other municipalities are submitted in accordance with terms and spirit of the "Four Municipality Agreement."

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

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Authorization and Approval.** The "Annexation Letter," attached hereto as Exhibit "A", which is hereby incorporated herein and made a part hereof by this reference, is hereby authorized and approved by the City Council of the City of Miami Springs.

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

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Vice Mayor Buckner	_____
Councilman Best	_____
Councilman Bain	_____
Councilman Petralanda	_____
Mayor Garcia	_____

\_\_\_\_\_  
Zavier M. Garcia, Mayor

**ATTEST:**

\_\_\_\_\_  
Erika Gonzalez-Santamaria, MMC, City Clerk

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
Jan K. Seiden, City Attorney

Section 3. Authorization. The City Manager and the Mayor are hereby authorized to execute the Annexation Letter on behalf of the City and to transmit same to Miami-Dade County in support of the City's Annexation Applications.

Section 4. Implementation. The City Manager, the City Clerk and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.



The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Vice Mayor Fraga and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 10 day of August, 20 6

CITY CLERK

WEISS, SEROTA, FMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

OFFICE OF THE MAYOR  
201 WESTWARD DRIVE  
MIAMI SPRINGS, FL 33166



TELEPHONE:  
305-805-5006  
FAX:  
305-805-5028

September 13, 2016

Mr. Jorge Fernandez  
Office of Management & Budget Coordinator Community  
Redevelopment & Municipal Services Miami-Dade County  
Stephen P. Clark Center  
111 NW 151 Street, 22nd Floor  
Miami, FL 33128

Re: City of Miami Springs Annexation Application;  
Four Municipality Annexation Agreement

Dear Mr. Fernandez:

On behalf of the City of Miami Springs (the "City" or "Miami Springs"), it is our pleasure to submit this letter to Miami-Dade County (the "County") in support of the City's annexation application, as well as those of our neighbors- the Village of Virginia Gardens ("VG"), the City of Doral ("Doral"), and the Town of Medley ("Medley") (collectively, the "Four Municipalities"), involving certain enclaved unincorporated municipal service areas located between and amongst the Four Municipalities (generally, "UMSA Properties"). Please allow the following to explain.

As you are well-aware, the discussion regarding the annexation of the UMSA Properties initiated in 2002. In 2004, the Four Municipalities each began its own investigation and evaluation of the annexation process and the UMSA Properties, each contracting a variety of professionals to assist in the process. The Four Municipalities also began discussions to negotiate the amicable division of the UMSA Properties. Pursuant to section 6.4 of the County Home Rule Charter and Section 20-3 of the Miami-Dade County Code, in 2004, the Four Municipalities submitted annexation applications. Between 2004 and 2008, the Four Municipalities continued negotiations, ultimately reaching an agreement to the division of the UMSA Properties (commonly referred to as, the "Four-City Deal"). As a result, the Four Municipalities submitted revised annexation applications and reinitiated the annexation process in 2008 in line with the Four City Deal. After years of inactivity, regrettably, the annexation applications for the Four Municipalities "died in committee," when the Land-Use Committee of the County Commission failed to take any action in 2014. On May 23, 2016, Miami Springs passed and adopted Resolution 2016-3672 reconfirming its intentions, consistent with its prior resolutions and ordinances, and continuing its efforts, in initiating and requesting proposed boundary changes to the City by the annexation of property described in the prior Four Municipality Agreement. It is our understanding that Doral, VG, and Medley have similarly resubmitted or in process of preparing applications for resubmission.

While slight changes to the boundaries in some of the other municipalities have taken place, Miami Springs desires to formally advise the County that the City's pending application and the pending applications of the other municipalities are submitted in accordance with terms and spirit the Four Municipality Agreement. As such, based on the fourteen-year history of these applications, the prudence of having better-balanced municipalities, and the elimination of enclaves in the County, Miami Springs urges County staff to provide favorable recommendations for, and the Board of County Commissioners to approve, the annexations applications of the Four Municipalities in line with the Four Municipality Agreement, all of which have been formulated in consultation with County staff.

On behalf of the City, we certainly appreciate the time and consideration for this very important pending matter. Should you wish to discuss any of the foregoing or any details of Miami Springs' annexation application, we welcome the opportunity to speak with you at your convenience.

Respectfully submitted,

Zavier M. Garcia  
Mayor  
City of Miami Springs

William Alonso  
City Manager  
City of Miami Springs

Attachments:

Cc: The Honorable City Council, City of Miami Springs  
The Honorable Jose "Pepe" Diaz, Miami -Dade County Commissioner, District 12  
The Honorable Rebeca Sosa, Miami-Dade County Commissioner, District 6  
Mr. Edward A. Rojas, City Manager, City of Doral  
The Honorable Mayor & City Council, City of Doral  
The Honorable Mayor & Council, Town of Medley  
The Honorable Mayor & Council, Village of Virginia Gardens



August 29, 2016

Mr. Jorge Fernandez  
Office of Management & Budget Coordinator  
Community Redevelopment & Municipal Services  
Miami-Dade County  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, FL 33128

**Re: City of Doral Annexation Applications  
Sections 6, 16 & Part of 15  
Part of the Four-City Agreement**

Dear Mr. Fernandez:

On behalf of the City of Doral (the "City" or "Doral"), it is our pleasure to submit this letter to Miami-Dade County (the "County") in support of the City's annexation applications, as well as those of our neighbors—the Village of Virginia Gardens ("VG"), the City of Miami Springs ("Miami Springs"), and the Town of Medley ("Medley") (collectively, the "Four Municipalities"), involving certain enclaved unincorporated municipal service areas located between and amongst the Four Cities (generally, "UMSA Properties"). Please allow the following to explain.

As you are well-aware, the discussion regarding the annexation of the UMSA Properties initiated in 2002. In 2004, the Four Municipalities each began its own investigation and evaluation of the annexation process and the UMSA Properties, each contracting a variety of professionals to assist in the process. The Four Municipalities also began discussions to negotiate the amicable division of the UMSA Properties. Pursuant to section 6.4 of the County Home Rule Charter and Section 20-3 of the Miami-Dade County Code, in 2004, the Four Municipalities submitted annexation applications. Between 2004 and 2008, the Four Municipalities continued negotiations, ultimately reaching an agreement to the division of the UMSA Properties (commonly referred to as, the "Four-City Deal"). As a result, the Four Municipalities submitted revised annexation applications and reinitiated the annexation process in 2008 in line with the Four City Deal. After years of inactivity, in 2013, Doral passed a third resolution reconfirming its intention to pursue the annexation of certain UMSA Properties. Regrettably, the annexation applications for the Four Municipalities "died in committee," when the Land-Use Committee of the County Commission failed to take any action in 2014. On April 20, 2016, Doral passed and adopted a fourth resolution reconfirming its intentions consistent with resolution 2013-19, resolution 2008-100 and Resolution 2004-99, and continuing its efforts, in initiating and requesting proposed boundary changes to the City by the annexation of property described as Sections 6, 16, and portions of 15, in Township 53 South, Range 40 East. It is our understanding

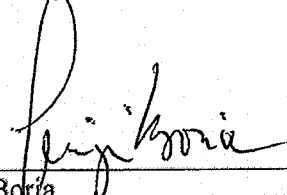
Mr. Jorge Fernandez  
Re: Doral Annexation – Four City  
August 29, 2016  
Page 2 of 2

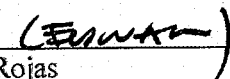
that the Miami Springs, VG, and Medley have similarly resubmitted or in process of preparing applications for resubmission.

While slight changes to the boundaries have taken place, Doral desires to formally advise the County that the City's pending applications and the pending applications of the other municipalities are submitted in accordance with terms and spirit the Four-City Agreement. As such, based on the fourteen-year history of these applications, the prudence of having better-balanced municipalities, and the elimination of enclaves in the County, Doral urges County staff to provide favorable recommendations for, and the Board of County Commissioners to approve, the annexations applications of the Four Municipalities in line with the Four City Agreement, all of which have been formulated in consultation with County staff.

On behalf of the City, we certainly appreciate the time and consideration for this very important pending matter. Should you wish to discuss any of the foregoing or any details of Doral's annexations applications, we welcome the opportunity to speak with you at your convenience.

Respectfully submitted,

  
\_\_\_\_\_  
Luigi Borja  
Mayor  
City of Doral

  
\_\_\_\_\_  
Edward A. Rojas  
City Manager  
City of Doral

Attachments: City of Doral Resolution No. 2016 - 157

Cc: The Honorable City Council, City of Doral  
The Honorable Jose "Pepe" Diaz, Miami-Dade County Commissioner, District 12  
The Honorable Rebeca Sosa, Miami-Dade County Commissioner, District 6  
The Honorable Mayor & City Council, City of Miami Springs  
Mr. William Alonso, City Manager, City of Miami Springs  
The Honorable Mayor & Council, Town of Medley  
The Honorable Mayor & Council, Village of Virginia Gardens

**RESOLUTION No. 16-157**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING CORRESPONDENCE TO MIAMI-DADE COUNTY IN SUPPORT OF THE FOUR-CITY AGREEMENT ANNEXATION EFFORT INVOLVING THE CITY OF DORAL, THE TOWN OF MEDLEY, THE VILLAGE OF VIRGINIA GARDENS, AND THE CITY OF MIAMI SPRINGS; AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE THE SUBJECT CORRESPONDENCE AND TRANSMIT THE SAME TO MIAMI-DADE COUNTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on April 20, 2016, the City of Doral (the "City") passed and adopted a resolution reconfirming its intentions consistent with resolution 2013-19, resolution 2008-100 and Resolution 2004-99, and continuing its efforts, in initiating and requesting proposed boundary changes to the City by the annexation of property described as Sections 6, 16, and portions of 15, in Township 53 South, Range 40 East in Miami-Dade County; and

**WHEREAS**, it is recognized that the City's annexation efforts, that began in 2004, were done in concert with three (3) other municipalities: the Village of Virginia Gardens, the Town of Medley, and the City of Miami Springs (together with the City of Doral, the "4 Cities"); and

**WHEREAS**, each municipality hired consultants, engineers and other professionals to assist it in its discussions with the other municipalities as to boundary lines and with the county on all other annexation topics; and

**WHEREAS**, over the following several years, Miami-Dade County provided Assistant County Managers and other County administrative staff personnel to attend the joint meetings of the 4 Cities to assist in reaching an agreement as to the proper and

appropriate division of the available sections of unincorporated Miami-Dade County area;  
and

**WHEREAS**, although there had been much discussion and debate regarding the proposed annexation boundaries amongst the four municipalities occurred, in 2009 the 4 Cities finally agreed to the proper and appropriate division of the available sections ("4 City Agreement"), and each filed amended applications for annexation with the County reflecting the agreed upon boundary lines; and

**WHEREAS**, for more than a decade, the four municipalities and Miami-Dade County staff personnel have expended extraordinary efforts and man hours, incurred substantial costs and expenses, and conducted innumerable public hearings and other meetings in the investigation, evaluation, and support of the pending annexation of the available sections of unincorporated Miami-Dade County; and

**WHEREAS**, while slight changes to the boundaries have taken place, the City desires to formally advise Miami-Dade County that the City's pending applications and the pending application of the other municipalities are submitted in accordance with terms and spirit the 4 City Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The "Annexation Letter," attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is approved.

**Section 3. Authorization.** The City Manager and the Mayor are hereby authorized to execute the Annexation Letter on behalf of the City and to transmit same to Miami-Dade County in support of the City's Annexation Applications.

**Section 4. Implementation.** The City Manager, the City Clerk and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 5. Effective Date.** This resolution shall take effect immediately upon adoption.



The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Vice Mayor Fraga and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 10 day of August, 2016.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

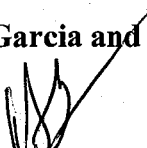
  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMANN, P.L.  
CITY ATTORNEY



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**From:** William Alonso, City Manager 

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

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## Recommendation:

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

## Discussion/Analysis:

The City's original contract with American Traffic Solutions (attachment B) was signed on August 22, 2011 for a five year term. The Company has provided a five year extension (attachment A) which provides for a cost reduction from \$4,750 per camera per month to \$4,250 per month per camera. Based on the current five camera program, this means an annual cost savings of \$30,000 or \$150,000 over the five year renewal term. The renewal document also addresses technology advancements that are going to be provided in the near future at costs that will be agreed upon mutually. A further consideration is that if the City were to change companies at this time there would be a transition period of anywhere from three to six months where we would not be generating any revenues from the program.

Since the program's inception in January 2012, the issuance of Red Light Camera violations has steadily declined every year. Ninety-five percent of drivers who received a violation, never received another Red Light Camera violation here, marking an obvious change in driver behavior while traveling through Miami Springs. Also, a major benefit of this program, aside from traffic safety, is that video and the high definition digital photos captured by the red light cameras have provided the Police Department with evidence that has assisted in the solving of several crimes which otherwise may have gone unsolved.

As can be seen below, the program has generated net revenues of almost \$1.1 million over this period of time. The revenues for FY2014, 2015 and 2016 have decreased due to the fact that two of the cameras were down for some time due to construction in the area and new Miami-Dade Traffic Maintenance protocols. One of these cameras went back on-line on July 1 of this year and the other is expected back up and functioning within the next few weeks which would significantly increase our revenues. The program to date shows that less than 5% of the violations are Miami Springs' residents.

**Discussion/Analysis (continued):**

Both representatives from American Traffic Solutions, as well as Lt. Deal, are here tonight to answer any questions you may have.

**Fiscal Impact:**

The renewal will generate annual savings of \$30,000 and a five year total savings of \$150,000.

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

FY2016 (YTD)	\$217,345 (as of June 30, 2016)
FY2015	266,383
FY2014	254,830
FY2013	377,128
FY2012	<u>314,116</u>
Total	\$1,090,402

**SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT**

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

**RECITALS**

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

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

**TERMS AND CONDITIONS**

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

1. The execution of this Amendment shall serve as written notice by the City to ATS, pursuant to Section 3. Term and Termination of the Agreement, to extend the Agreement for an additional five (5) year term. Notwithstanding anything in the Agreement to the contrary, the parties agree the "Start Date" of this new five (5) year term shall be October 1, 2016 and each five (5) year renewal period going forward shall have a Start Date of October 1<sup>st</sup>, however if a camera system is installed subsequent to the effective date of this Amendment, the term of the Agreement shall be five (5) years from the first issued and payable citation from the last camera installed. The remaining renewal terms and conditions in Section 3. Term and Termination of the Agreement shall remain unchanged, except any future renewal terms must be mutually acceptable to each party as indicated in writing.
2. Schedule 1, of Exhibit A, of the Agreement is hereby modified to change the price per camera per month from a lane-based pricing structure to a flat monthly fee of \$4,250 per camera per month for any camera installed prior to the effective date of this Amendment and \$4,750 per camera per month for any camera installed subsequent to the effective date of this Amendment.
3. ATS will make available to the Customer video streaming and the ability to pull video at non-FDOT locations and at FDOT locations when FDOT grants permits for, or otherwise approves, such use of video. Pricing for video streaming and video pull options must be negotiated and agreed to in writing.
4. ATS will make available to the Customer ALPR upon request. Pricing for ALPR must be negotiated and agreed to in writing.
5. The Agreement shall be modified to include the following provision:

"a. Public Records: As required by Section 119.0701, Florida Statutes, ATS hereby specifically agrees to comply with the public records laws of the State of Florida. ATS specifically agrees to:

  - i. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the project scope of services.
  - ii. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if ATS does not transfer the records to City.

- iv. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of ATS or keep and maintain public records required by City to perform the project scope of services. If ATS transfers all public records to City upon completion of the Agreement, ATS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ATS keeps and maintains public records upon completion of the Agreement, ATS shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with the information technology systems of City.
- v. In the event ATS fails to comply with a public records request, City shall be authorized to enforce this contractual provision.
- vi. **IF ATS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ATS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

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

**AMERICAN TRAFFIC SOLUTIONS, INC.**

**CITY OF MIAMI SPRINGS**

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

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

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

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

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

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

(B)

## PROFESSIONAL SERVICES AGREEMENT

This *Professional Services Agreement* which includes the attached Exhibits ("this **Agreement**") is between **American Traffic Solutions, Inc.** (herein "**ATS**"), with its principal place of business at 7681 East Gray Road, Scottsdale, Arizona, and the City of Miami Springs, Florida (herein "**Customer**"), with principal offices at 201 Westward Drive, Miami Springs, Florida 33166. This **Agreement** sets forth the terms and conditions under which **ATS** will furnish the Services described herein to **Customer**.

### WITNESSETH:

WHEREAS, **ATS** has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes for the enforcement of red-light violations through the use of traffic infraction detectors, as defined in Section 316.003(86) of the Florida Statutes, referred to collectively as the "Axis System" (herein the "**Axis System**"); and

WHEREAS, on or about May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the Law of Florida 2010-80 taking effect on July 1, 2010; and,

WHEREAS, Law of Florida 2010-80 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes, subject to certain requirements; and,

WHEREAS, the **Customer** has approved Ordinance No. 1009-2011 of the City's Code of Ordinances to provide for the enforcement of red light violations using traffic infraction detectors in accord with the provisions of Law of Florida 2010-80; and,

WHEREAS, **Customer** desires to use the Axis™ System to implement its Traffic Signal Automated Enforcement Program, and to issue Notice of Violations and Uniform Traffic Citations.

WHEREAS, **Customer** desires to use the Axis System to monitor and enforce red light violations.

WHEREAS, **Customer** is desirous of awarding a contract to **ATS** pursuant to the provisions of the **Customer's** purchasing ordinance by waiving the competitive bidding process when the best interests of the City and its citizens will be served thereby.

The attached Exhibits include:

- Exhibit A.....SERVICE FEE SCHEDULE
- Exhibit B.....SCOPE OF WORK
- Exhibit C.....INITIAL CAMERA LOCATIONS
- Exhibit D.....DMV SUBSCRIBER AGREEMENT

By signing below, each of us agrees to the terms and conditions of this Agreement, which includes the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

### ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: Adam E. Tuton 8/26/11  
EVP & President of Public Safety Date

CITY OF MIAMI SPRINGS, FLORIDA

By: James R. Borgmann 8-22-2011  
Manager City Date

### ATTEST:

By: Magali Valls 8-22-11  
Magali Valls, City Clerk Date

This **Agreement** is effective upon the last date as shown on this cover page (the "**Effective Date**").

## **I. DEFINITIONS**

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

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

## **II. GENERAL TERMS AND CONDITIONS**

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

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

3.1 **ATS' services** may be terminated:

- (i) By mutual written consent of the parties;

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

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

#### 4. ASSIGNMENT:

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

#### 5. FEES AND PAYMENT:

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



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

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

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

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

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

**7. COMMUNICATION OF INFORMATION:**

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

**8. CONFIDENTIAL INFORMATION:**

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

**9. OWNERSHIP OF SYSTEM:**

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

**10. INDEMNIFICATION AND INSURANCE:**

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

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

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

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

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

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

**11. STATE LAW TO APPLY:**

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

**12. DISPUTE RESOLUTION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. ENTIRE AGREEMENT:**

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

**20. COUNTERPART EXECUTION:**

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

**21. NOTICES:**

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

**TO THE CUSTOMER:**

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

**TO ATS:**

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

**22. MOST FAVORED GOVERNMENTAL ENTITIES:**

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

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

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

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

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

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

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

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

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

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

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

**I. ATS SCOPE OF WORK**

**1.2 ATS IMPLEMENTATION**

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

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

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

### 1.3 **ATS OPERATIONS**

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

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

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

## II. CUSTOMER SCOPE OF WORK

### 2.2 GENERAL IMPLEMENTATION REQUIREMENTS

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



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

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

### 2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

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

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

## **2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS**

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

## **2.5 ADJUDICATION OPERATIONS**

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

## **2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS**

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

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

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

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

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

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

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## Services Subscriber Authorization

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

DATE

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

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

Dear Mr. Correll:

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

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

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

### SUBSCRIBER INFORMATION

**Subscriber Agency/Name**

\_\_\_\_\_

**Nlets Agency ORI**

\_\_\_\_\_

**Name/Title of Authorized Representative**

\_\_\_\_\_

**Mailing Address**

\_\_\_\_\_

\_\_\_\_\_

**Telephone**

\_\_\_\_\_

**Fax**

\_\_\_\_\_

**Email**

\_\_\_\_\_

**Signature of Authorized Representative**

\_\_\_\_\_

**Date Signed**


\_\_\_\_\_



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**From:** William Alonso, City Manager 

**Subject:** Selection of an applicant to operate the Farmer's Market from October 2016 to March 2017

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During the past few weeks, the Administration was contacted by 4 people that expressed interest in running the Market, and we also reached out to the company specializing in these events. We asked all to submit proposals for their plans on how the Market should be operated.

As of last week we had received only two proposals both from residents of Miami Springs. On Thursday, August 25 we interviewed both parties in City Hall. The interview group consisted of Sarah Vargas, Tammy Romero, Carol Foster and me.

After discussions, the group unanimously agreed that Mrs. Martha Fleites was the best choice to keep the Market operating in the future. Mrs. Fleites has been a vendor at the prior Markets under Sarah Vargas. She plans to operate the Market from October thru March and will not be seeking any City funding. Attachment A is a copy of her plan along with her email where she states that she will not be seeking any City funds. The City will only be involved to the same extent as previously where we helped with marketing by placing notices on the website, Gazette, placing the banners along Westward Drive, and for Public Works to provide trash receptacles.

## MIAMI SPRINGS FARMER'S MARKET PROPOSAL

*By Martha Fleites*

**Schedule:** Every Saturday from October 15<sup>th</sup> to February 15<sup>th</sup> 10:00 a.m. to 3:00 p.m. ✓

**Goal:** I would like the Farmer's Market to not only provide local products and produce to Miami Springs' residents, but to also become a social gathering hub, where residents can meet naturally and interact, creating that community feeling that has always been a selling point for Miami Springs.

In addition to the goals listed above, I would like the Farmer's Market to become a place where the community can engage in social, educational, and community-based activities. For example, I would reach out to the following groups/entities to request that they participate in the Farmer Market and put together a program, activity or informational session for the residents on an assigned Saturday:

- 1) Schools
- 2) Senior Citizens
- 3) Library (Issue library cards/library card applications, read books to children).
- 4) Garden Club or other social clubs active in the community
- 5) Police and Fire Department.

**Advertising.** In order to ensure that we obtain maximum attendance each Saturday, I would be advertising in the following publications:

- 1) River Cities Gazette
- 2) Edible Magazine
- 3) Doral Community Newspaper
- 4) Facebook and Instagram

I have also begun to obtain quotes/proposals for the cost to print a flyer advertising the Miami Springs' Farmer's Market with its dates, times, and planned activities to provide to local businesses, medical offices, restaurants, boutiques, churches, and supermarkets.

In addition I am in the process of obtaining quotes/proposals for reusable tote bags with the Miami Springs' Farmer's Market to provide to people who attend opening day.

**Special Events.** One Saturday a month I propose a themed event focused on community outreach. The special events I propose are as follows:

- Opening day will be a family fun day.
- October: Pumpkin Caring

- November: Harvest Festival. A gift basket with samples from all the vendors can be won through a raffle.
- December: Photo with Santa.
- Other themed events include the following:
  - Fit day for kid with music from the 70s and 80s.
  - Yoga for seniors with Natasha.
  - Yoga with Meca Studio
  - Story time for kids
  - Music day for Senior with DJ playing music from the 50s/60s
  - Chef (Cuban American Day) with the author of the book, Teresita Shelton.

**Vendors:** I have reached out to the vendors that participated in the Farmer's Market over the past years. I have also reached out to some new vendors to expand the offering. I have received commitments from the following vendors:

- 1) Fresh Organics and More
- 2) The Coco Market
- 3) African Organics
- 4) Argentinian Empanadas on the Grill
- 5) Nancy's Bakery
- 6) Sweets & Saltys
- 7) Nisha's Indian Food
- 8) New Jungle Shaved Ice
- 9) Acupuncture Therapy
- 10) Cracker man
- 11) Lilly's Snacks
- 12) Cocotito
- 13) Short Chef
- 14) Molly Moo Soaps
- 15) Succulents by Christie
- 16) Pan de Bono
- 17) Columbia Empanadas
- 18) Ceviche by Rey
- 19) GS Dream Farms (local honey)
- 20) Popcorn by Baby
- 21) Ciabella Bread
- 22) Lollypop Fruit
- 23) Candles by Martha
- 24) Orchids Design by Reyna
- 25) PG Honey

26) Christian Juice & Smoothies

27) Quilting with Jennie (will participate on some Saturdays and will put on activities for kids that includes quilting, kite making, etc.)

Please note that I am still working on obtaining commitments from some additional vendors.

**Request to the City.** In order to draw in more residents, I request that the City of Miami Springs designate an area for bicycle parking so that residents can come to the market on bike.



## William Alonso

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**From:** Martha <marthafleites@hotmail.com>  
**Sent:** Friday, August 26, 2016 11:32 AM  
**To:** William Alonso  
**Subject:** Ref: Miami Springs Farmers Market

Good Day,

Mr William Alonso  
City Manager

Please be advised that I am not requesting or willing to request any financial support from the City of Miami Springs.

Thank you,

Martha Fleites  
786 473 5900



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**From:** William Alonso, City Manager *WAS*

**Subject:** Designation of fund balance in the amount of \$150,000 for the new Senior Center building

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## **Recommendation:**

Recommendation by the Administration that Council approves the designation of \$150,000 to cover the initial costs of the design/build process of constructing a new Senior Center building.

## **Discussion/Analysis:**

Pursuant to Council discussions during the budget workshops, the interlocal agreement from Miami Dade County for the \$800,000 GOB grant will be received sometime in October 2016. In order to begin the RFP process for the development of a design/build project, we will designate \$150,000 from fund balance in order to begin the process and as funds are used we will submit reimbursement requests to the County and replenish the fund balance accordingly. It is important to note that we will not be spending the \$150,000 at one time, we will use it as needed to pay invoices and then submit those for reimbursement.

## **Fiscal Impact:**

There is no fiscal impact since we expect that these funds will be replenished from our County grant.

**CITY OF MIAMI SPRINGS  
PROPOSED GENERAL FUND BALANCE DESIGNATIONS  
PROJECTED FISCAL YEAR 2015-2016**


<b>DESIGNATION</b>	<b>Actual Balance 9/30/2015</b>	<b>FY2015-16 Additions    Reductions</b>		<b>Projected Balance 9/30/2016</b>
1) Additional Contingency-Hurricane Costs (over and above the 25% reserve requirement)	-	0		-
2) Council Studio for televising meetings	4,146		(4,146)	-
3) Racquetball court maintenance	-		-	-
4) Renovation of two restrooms on golf course	35,000		-35000	-
5) Tot Lot playground	90,000	41,000	-131000	-
6) Mold cleaning/treatment Community Center	47,156	(18,437)	-28719	-
7) Golf Phase I Derm/RER paving/Roll down doors fertilizer storage	7,312		-7312	-
11) New Senior Center Building	150,000	-	0	150,000
12) Stripping/cleaning Senior Center floors	1,800		-1800	-
13) Police-Point Blank active shooter kits	17,700	(3,615)	-14085	-
14) Police Paraclete MICH ballistic helmet	15,400	(675)	-14725	-
15) Police-AVON C50 first responder gas mask	17,505		-17505	-
15) Six laptops	-	14,326	-14326	-
15) Remodeling of squad room		2,940	-2940	-
16) Police Automatic license plate reader	20,980		-20980	-
17) CMI Parking Lot Project	61,609	-	-61609	-
18) Defibrillators	8,520	-	-8520	-
19) Payoff Golf Course Debt	709,636	-	-709636	-
	-			-
	-	-	-	-
<b>Total proposed designations</b>	<b>\$1,186,764</b>	<b>\$ 35,539</b>	<b>\$ (1,072,303)</b>	<b>\$ 150,000</b>
<b>Total Available Fund Balance</b>	<b>4,391,041</b>	<b>35,539</b>	<b>(1,072,303)</b>	<b>3,354,277</b>
<b>Unrestricted, Undesignated fund Balance</b>	<b>3,204,277</b>			<b>3,204,277</b>
<b>25% of FY15-16 Operating expenditures.....</b>				<b>\$ 3,500,000</b>
<b>Excess(deficit) funds available for designation</b>				<b>\$ (295,723)</b>



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**From:** William Alonso, City Manager 

**Subject:** Request from RenewPACE that Council approve their program within the City of Miami springs

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The City has received an email request (see attachment A) from RenewPACE to have their program approved to operate within our city limits. As can be seen in the email under "Project Summary" the EB Hotel wants to use this company for a \$1,416,634 energy conservation project that will save them approx. \$119,408 annually in energy costs.

I have attached a copy of the resolution (attachment B), agreement (attachment C), and the Interlocal Agreement (Attachment D) that the company provided.

Representatives from RenewPACE are here tonight to answer any questions.

The Administration requests Council guidance on whether we should proceed with the program so that the City Attorney can review the documents and bring the resolution back to Council at a future meeting. The documentation involved is of a complex nature and as such the City will need to spend a substantial amount of time reviewing these documents without any benefit to the City.

**William Alonso**

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**From:** Devesh Nirmul <dnirmul@renewfinancial.com>  
**Sent:** Wednesday, August 24, 2016 11:43 AM  
**To:** William Alonso  
**Cc:** Mayor Xavier Garcia; Cliff Staton; Brad Copithorne  
**Subject:** PACE Commercial Energy-Efficiency Retrofit Project in Miami Springs / FGFA-RenewPACE PACE Authority  
**Attachments:** RenewPACE Overview Aug 2016.pdf

Good morning Manager Alonso,

I had a chance to briefly convey to Mayor Garcia this morning the pending Commercial (hotel) PACE project in Miami Springs. In order for Renew Financial and its commercial division to start the underwriting process and qualify this project we as a company have to be enabled to operate in your city. As such we request the city opt-in to the Florida Green Finance Authority (FGFA)/RenewPACE inter-local authority which is made up governments of around the state that have to date opted-in to RenewPACE program.

**Suggested Next Steps:**

- (1) We are providing some basic project details below for your review
- (2) We will send you all of the FGFA templates for opt-in (sample resolution, party member and supporting program materials) to our PACE Residential and Commercial program for your review by tomorrow am at the latest
- (3) I've provided an overview of Renew Financial and RenewPACE in an attached slide deck
- (4) We would like you to set up a time to meet in person or speak by phone to discuss further (I will be in town tomorrow for some meetings in Palm Beach County, but will have time between 11 am and 1:30 pm to meet in person possibly)
- (5) We hope that if the city is satisfied with our docs/program that you will be able to put the opt-in for a vote through the presentation of a PACE resolution to the city council

**Project Summary\*:**

OnPeak Energy worked together with its pool of providers to come up with a solution that will allow EB Hotel to achieve an estimated first year energy savings of \$119,408 from year one with a combination of measures that include:

- A- LED retrofit in common areas
- B- CHP to produce energy and heating (195 kW)
- C- Controls upgrade for EB Hotel's cooling system
- D- Solar Carport array (100 kW)

The estimated total cost of these ECMs will be **\$1,416,634** and will be financed through a **PACE financing structure** of 20-year period to pay for it at an estimated 6,15% interest rate. This cost includes \$170,000 that is the cost that will not be incurred on HVAC system for the ballroom. Estimated energy savings over the next 20 years: \$3,948,339 Available Incentives and deductions for the Solar \$189,150 in credits and \$330,000 in and CHP, also pace interest can be deducted. MACRS net deductions and 324,000 in interest.

**\*Please note:** Renew Financial still has to do its due diligence to qualify and approve this project and finalize financial terms. These are the estimates from the energy-efficiency service provider to the Hotel based on an

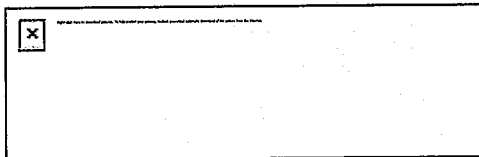
open-source financing model. Once the opt-in is in place, this process of deal analysis, underwriting and approval can commence

Please let us know if you have any questions. The vendor is available to meet and I or one of my colleagues will try to be available for an in-person meeting that best suits your schedule as well. **Please expect from us by tomorrow** the FGFA/RenewPACE documents to enable Miami Springs to opt-in to the FGFA inter-local authority.

Kind regards,

Devesh Nirmul LEED AP O+M | CEM | CSDP  
Senior Director  
Renew Financial  
**813-230-7704**  
[dnirmul@renewfinancial.com](mailto:dnirmul@renewfinancial.com)

[renewfinancial.com](http://renewfinancial.com)  
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Attachment B

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF \_\_\_\_\_, FLORIDA, EXPRESSING THE CITY'S SUPPORT AND INTENTION TO CREATE WITHIN ITS BOUNDARIES, THE "RENEWPACE PROGRAM" A VOLUNTARY PROGRAM PROVIDING INTERESTED PROPERTY OWNERS WITH THE OPPORTUNITY TO FINANCE ENERGY EFFICIENCY IMPROVEMENTS ON THEIR PROPERTY BY REPAYMENT THROUGH NON-AD VALOREM ASSESSMENTS ON THEIR PROPERTY TAX BILL; AUTHORIZING THE MAYOR OF \_\_\_\_\_ TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY FOR ADMINISTRATION OF THE RENEWPACE PROGRAM IN THE CITY OF \_\_\_\_\_; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, home and business energy consumption accounts for a large portion of the overall usage of energy in a community; and

WHEREAS, there is a vast quantity of existing structures with many years of remaining life before replacement, and these structures are not as energy efficient as today's standards, nor do many existing buildings have renewable energy systems installed to provide some or all of their electric energy needs and many buildings are in need of improvements to protect them against damage from storm events; and

WHEREAS, installing energy efficiency, renewable energy and wind resistance improvements on existing structures can provide significant progress towards increased energy conservation and protection of properties in the City of \_\_\_\_\_ and statewide; and

WHEREAS, the upfront costs of these improvements are a hurdle to installing them and existing financing options may be insufficient for property owners to access cost-effective financing for energy-saving or wind-resistance property improvements due to requirements associated with traditional debt or equity financing options; and

WHEREAS, the expected life of energy efficiency, renewable energy or wind resistance projects may require a longer term payback period than offered by traditional financing, which may necessitate alternative options to fund installation of the improvements; and

WHEREAS, local governments within Florida and nationally have either formed, or are contemplating the formation of, programs to provide alternative financing options allowing a property owner to voluntarily finance energy efficiency and renewable energy improvements through payment of non-ad valorem assessments; and

WHEREAS, the State of Florida has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and protecting properties from wind damage; and

WHEREAS, the financing provided to these participating property owners will be repaid though non-ad valorem assessments and only those property owners who request to participate will

be levied the assessments; and

WHEREAS, the benefits of these energy financing programs include improved air quality, lowered fossil fuels use, creating energy independence and security, promoting the creation of jobs and economic development by stimulating "green industries" and saving citizens money by reducing energy consumption; and

WHEREAS, Section 163.08, F.S. authorizes local governments in Florida to either form individually, or in partnership with other local governments, programs to allow property owners to voluntarily finance energy efficiency, renewable energy or wind resistance improvements; and

WHEREAS, the Town of Lantana has formed the RenewPACE program which is an energy financing program created pursuant to Section 163.08, F.S.; and

WHEREAS, other local governments in the State are able to partner in the RenewPACE program by executing an Interlocal Agreement creating the Florida Green Finance Authority to administer the program, thus eliminating the costs and reducing the efforts to form an energy financing program by individual local governments; and

WHEREAS, the Florida Green Finance Authority is already creating the financing, levy and collection process to implement the RenewPACE program through the local government partners; and

WHEREAS, the RenewPACE program will provide significant benefits including property owner cost savings, enhancing property values, economic development and job opportunities and the City of \_\_\_\_\_ believes that it is in the best interests of the health, safety and welfare of its citizens to participate in the program and authorize the City Manager and City Attorney to finalize the Interlocal Agreement creating the Florida Green Finance Authority and begin the steps to create the RenewPACE program in the City of \_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF \_\_\_\_\_, FLORIDA, THAT:

Section 1. The above declarations are true and accurate, and are incorporated herein.

Section 2. The City Council of \_\_\_\_\_, a political subdivision of the State of Florida, hereby authorizes participation in the Florida Green Finance Authority to implement the RenewPACE program.

Section 3. The City Council hereby directs the City Manager and City Attorney to finalize the Interlocal Agreement with the Florida Green Finance Authority, and further authorizes the Mayor of \_\_\_\_\_ to execute the Interlocal Agreement on behalf of the City.

Section 4. The City Council hereby directs that the City Manager and City Attorney to begin creating the levy and collection process for the voluntary non-ad valorem assessments with the Florida Green Finance Authority and \_\_\_\_\_ County Property Appraiser and Tax Collector.



Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED in regular session on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
XXXXXXX, Chair  
ATTEST:

\_\_\_\_\_  
XXXXXXX, Clerk of the Circuit Court and Comptroller

**Party Membership Agreement  
To The Florida Green Finance Authority**

**WHEREAS**, Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for their mutual benefit; and

**WHEREAS**, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016, establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

**WHEREAS**, the City of Miami Springs desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Miami Springs.

**NOW, THEREFORE**, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the "Interlocal Agreement"), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority's jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Miami Springs.
2. The Florida Green Finance Authority, together with its member Parties, and the City of Miami Springs, with the intent to be bound thereto, hereby agree that the City of Miami Springs shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.
3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Miami Springs, as the same may be more specifically designated by the City of Miami Springs or amended from time to time.
4. The City of Miami Springs designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

City of Miami Springs:  
Springs

Attn: City Manager, City of Miami

201 Westward Drive  
Miami Springs, FL 33166  
City Attorney, City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

With a copy to:

5. This Party Membership Agreement shall be filed by the Authority with the Clerk of the Court in the Public Records of Miami-Dade County and recorded in the public records of the City of Miami Springs as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

**IN WITNESS WHEREOF**, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers.

ATTEST:

**The Florida Green Finance Authority**, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: \_\_\_\_\_  
Secretary of the Authority

By: \_\_\_\_\_  
Chair of the Authority

Approved by Authority Attorney  
as to form and legal sufficiency

\_\_\_\_\_  
Authority Attorney

ATTEST:

CITY OF MIAMI SPRINGS, through its  
CITY COUNCIL

\_\_\_\_\_  
City Clerk  
Clerk of the City Council of  
the City of Miami Springs, Florida

By: \_\_\_\_\_  
Chair

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to form by:  
City of Miami Springs City Attorney  
201 Westward Drive  
Miami Springs, FL 33166

By: \_\_\_\_\_  
NAME (Date)  
City Attorney

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT  
FORMING THE FLORIDA GREEN FINANCE AUTHORITY**

This Interlocal Agreement (the "Agreement") is entered into between the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") (together the "Originating Parties") and those additional cities and counties that have and hereafter execute a Party Membership Agreement as defined herein, (the "Additional Parties") and that altogether comprise the Florida Green Finance Authority (the "Authority").

**RECITALS**

**WHEREAS**, Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for their mutual benefit; and

**WHEREAS**, Lantana and Mangonia Park with the Additional Parties desire to enter into this Interlocal Agreement in order to establish the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy conservation and efficiency improvements, and to provide additional services consistent with law; and

**WHEREAS**, Section 163.08, F.S., provides that a local government may finance "qualifying improvements," including the type of improvements sought to be provided through this Agreement, via the levy and collection of voluntary non-ad valorem assessments on improved property; and

**WHEREAS**, Sections 170.01, and 170.201, F.S. provide for supplemental and alternative methods of making local municipal improvements, including the type of "qualifying improvements" sought to be provided by this Agreement; and

**WHEREAS**, pursuant to Sections 163.08, 170.01, and 170.201, F.S. and this Agreement, Lantana has created a "qualifying improvements" program entitled "RenewPACE"; and

**WHEREAS**, Section 163.01(7), F.S., allows for the creation of a "separate legal or administrative entity" to carry out the purposes of an interlocal agreement for the mutual benefit of the governmental units, and provide for parties to the agreement to administer the agreement; and

**WHEREAS**, pursuant to Section 163.01(4), F.S. a public agency of this state may exercise jointly with any other public agency of the state, any power, privilege or authority which such agencies share in common and which each might exercise separately, and the Parties to this Agreement have legislative authority over property within their jurisdictional boundaries; and

**WHEREAS**, Section 166.021, F.S., authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law, and Section 125.01 F.S. grants

counties the power to carry on county government to the extent not inconsistent with general or special law; and

**WHEREAS**, Section 163.08, F.S., provides that property retrofitted with energy-related "qualifying improvements" receives a special benefit from reduced energy consumption, benefits from the reduced potential for wind damage and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

**WHEREAS**, Lantana and Mangonia Park together with the Additional Parties have determined that it is necessary and appropriate to establish various obligations for future cooperation between themselves and the Authority related to the financing of qualifying improvements within the Authority; and

**WHEREAS**, this Agreement shall be administered pursuant to the terms and conditions herein; and

**WHEREAS**, Lantana, Mangonia Park and the Additional Parties have determined that it shall serve the public interest to enter into this Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the Authority.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Originating Parties agree as follows:

**Section 1. Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated herein.

**Section 2. Purpose.** The purpose of this Agreement is to provide the most economic and efficient means of implementing a financing program for qualifying improvements on property owners' lands within the Authority's Service Area and to provide additional services consistent with state law.

**Section 3. Creation of the Authority.** By execution of this Interlocal Agreement there is hereby created, pursuant to Section 163.01, F.S. and Section 163.08, F.S., the Florida Green Finance Authority ("the Authority"), a separate legal entity and public body with all of the powers and privileges as defined herein.

**Section 4. Legal Authority/Consent to Serve the Authority.** The Authority shall have all the powers, privileges and authority as set forth below and as provided by Chapter 163, F.S., as necessary to accomplish the purposes set forth in this Agreement. By resolution of the governing bodies of the Originating Parties and as subsequently resolved by the Additional Parties, all powers available to the Authority under this Agreement and general law, including but not limited to, Chapters 125, 163, 166, 170, 189 and 197, F.S. may be implemented by the Authority within the jurisdictional boundaries of all Parties. The Parties do hereby consent and agree to levy and collect voluntary non-ad valorem assessments on properties, either individually or collectively through the Authority as permitted by law, as may be more specifically

designated from time-to-time within their respective jurisdictions in accordance with the purposes of this Agreement and applicable law, to be repaid to the Authority. The Parties may also delegate the power to the Authority to levy and collect voluntary non-ad valorem assessments on properties within their jurisdictions as permitted by law. The Authority shall not act, provide its services or conduct its activities within any Party's jurisdiction without the execution of this Agreement and passage of a Resolution within that jurisdiction.

**Section 5. Definitions.**

- a. **"Additional Parties"** includes all cities and counties who execute a Party Membership Agreement to become part of the Authority.
- b. **"Authority Board"** shall be the governing body of the Authority, comprised of representatives from all Parties as defined herein.
- c. **"RenewPACE Program"** is the qualifying improvements program authorized by Section 163.08, F.S., developed by the third party administrator for Lantana and other Parties who elect to participate.
- d. **"Interlocal Agreement" or "Agreement"** is defined as this Agreement including any amendments and supplements executed in accordance with the terms herein.
- e. **"Originating Parties"** include the Florida local governments (as defined by Section 163.08, F.S.) that are the original signatories to this Agreement. These are the Towns of Lantana and Mangonia Park.
- f. **"Participating Property Owner"** is defined as a property owner whose property is located within the Service Area of the Authority and has voluntarily acquired financing from the Authority.
- g. **"Parties"** are any Florida local government (as defined by Section 163.08, F. S.) having the power to enter into interlocal agreements and which may, subject to the provisions of this Agreement, join in the efforts and activities provided for by this Agreement pursuant to Section 163.01, F.S. Any local government joining these efforts after the initial execution of this Agreement shall be known as an "Additional Party" or simply a "Party". To become a Party to this Agreement, a local government shall execute a Party Membership Agreement to the Florida Green Finance Authority in substantially similar form as the attached Exhibit B and passage of a Resolution within that jurisdiction.
- h. **"Qualifying Improvements"** are as defined in Section 163.08, F.S. in addition to any other improvements or services not inconsistent with state law.
- i. **"Service Area"** shall mean the geographic area comprising all of the jurisdictional boundaries of the Parties, except as such jurisdictional boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by such Party or Parties, within the Florida Green Finance Authority as that area may be expanded or contracted in accordance with the provisions of this Agreement and the laws of the State of Florida.

**Section 6. Representation on the Authority Board.** The Originating Parties, and all Additional Parties upon joining the Authority through execution of this Agreement, shall be represented by a member of the Authority Board as provided in Section 10 of this Agreement.

**Section 7.** **Authority Boundaries and Service Area.** The boundaries of the Authority shall be the legal boundaries of the local governments that are Parties to this Agreement, which boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by a Party. This is also the Authority's Service Area.

**Section 8.** **Role of the Authority.** As contemplated in this Agreement, the Authority will uniformly facilitate and assist the Parties with any necessary actions to levy and collect voluntary non-ad valorem assessments, or other legally authorized form of collection, on the benefitted properties within the Authority's Service Area and with securing the repayment of costs of qualifying improvements for those individual properties participating in the RenewPACE Program. Upon approval by the Authority of an application by a landowner desiring to benefit their property, those properties receiving financing for Qualifying Improvements shall be assessed from time to time, in accordance with the applicable law and/or financing documents. Notwithstanding a local government's termination of participation within this Agreement, those properties that have received financing for Qualifying Improvements shall continue to be a part of the Authority, until such time that all outstanding debt has been satisfied and the special assessments shall continue to be levied until paid in full for the applicable benefitted property.

**Section 9.** **Powers of the Authority.** The Authority shall exercise any or all of the powers granted under Sections 163.01, and 163.08, F.S., as well as powers, privileges or authorities which each local government might exercise separately, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the Authority Service Area and to facilitate additional improvements or services consistent with law; including, but not limited to, acquiring, constructing, managing, maintaining or operating buildings, works or improvements;
- b. To make and enter into contracts in its own name;
- c. To enter into any interlocal agreement as necessary to exercise powers conferred by law;
- d. To appoint committees to assist with implementation of this Agreement;
- e. To employ agencies, employees, or consultants;
- f. To acquire, hold, lease or dispose of real or personal property;
- g. To borrow money, incur debts, liabilities, or obligations which shall not constitute the debts, liabilities, or obligations of the Originating Parties or any of the Parties to this Agreement;
- h. To levy and collect assessments, or assist in the levy and collection of assessments, either as the Authority or on behalf of a Party as permitted by law;
- i. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the Authority, the conduct of the business of the Authority, and the maintenance of records and documents of the Authority;
- j. To maintain an office at such place or places as it may designate within the Service Area of the Authority or within the boundaries of a Party;
- k. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers,

duties, or purposes authorized by Section 163.08, F.S., and to accept funding from local and state agencies;

- l. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, F. S.;
- m. To create and adopt any and all necessary operating procedures, policies, manuals or bylaws;
- n. To maintain insurance as the Authority deems appropriate;
- o. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement; and
- p. To exercise any powers or duties necessary to address carbon or renewable energy credits, or any other similar commodity that may come into existence, for the public benefits of the program.

**Section 10. Authority Board.** The Authority shall be governed by a seven (7) member Board of Directors. Only Parties, through their governing bodies, may appoint representatives to serve as an Authority Board Director.

- a. Initial Board Composition. The Initial Board shall be comprised of one Director appointed by the governing body of each Originating Party plus five (5) additional Directors to be appointed by the governing bodies of Additional Parties that join the Authority pursuant to paragraph b.1) below. Upon expiration of their terms as set forth in subparagraph c. of this section, the Initial Board seats shall be filled in the manner set forth below in subparagraph b. of this section.

- b. Rules of Appointment. To encourage broad geographical and diverse jurisdictional representation across the State, the Authority desires Directors from local governments both large and small, including cities and counties representative of the diverse participating regions from throughout the State of Florida. To the extent that their application is practical, in terms of being able to establish a quorum of Directors to conduct Authority business and in terms of the actual breadth of the Authority's Party membership at any given time, the following rules of appointment shall apply to the selection of Directors:

1) Geographic Diversity. To the extent that the Authority has party members in each such boundary area, and to the extent practical, one (1) Director shall be appointed from among the Parties located within the boundaries of each of the five (5) water management districts as defined in Chapter 373, F.S. Additionally, following the expiration of the Initial Board term limit, and to the extent practical, no more than three Directors from Parties located within the same water management district boundary should be seated to serve at the same time.

2) Population Diversity. To the extent practical, the Board shall include one Director from a Party having a population of 500,000 or more residents. To the extent practical, the Board shall also include one Director from a Party having a population of less than 20,000 residents.



- 3) City and County Representation. To the extent practical, the Board shall be comprised of Directors representing at least three (3) cities and representing at least three (3) counties.
  - 4) Originating Party Directors; At Large Directors. Each Originating Party is entitled to a permanent Director seat at all times. In the event that an Originating Party does not appoint its Director, such seat shall become an "at-large" seat. The Board may include up to two (2) At Large Directors. When an at-large Director seat is established and becomes available, any Party that does not already have a representative on the Board may nominate a representative to be considered for an At Large Director seat. At Large Director seats shall each be filled by majority vote of the other five (5) Directors. When selecting an At Large Director from among the representative nominees, the Board shall consider the geographic, population, and county/municipal factors stated in the Rules of Appointment, together with the Order of Appointment set forth in paragraph b.5) as well as any other factors that they believe to be relevant in order to achieve and/or maintain diversity on the Board.
  - 5) Order of Appointment. As Additional Parties join the Authority, their governing body receives the right (but not the obligation) to appoint a Board member on a "first come-first served" basis, within the parameters of paragraphs b.1) through b.4) above. A Party who has a sitting Director may substitute that Director for another one from that local government jurisdiction any time upon notification to the Authority to serve out the remainder of a term. Each Party's right resets either after expiration of their Board Term, or after the Party is given the option of appointing a representative to the Board and chooses not to do so except for the Originating Party Directors as specified in paragraph b.4)..
  - 6) Expertise of Directors. Parties shall strive to appoint Directors with expertise in finance, administration and/or special assessments.
- c. Director Term Limits. All Board of Director terms shall be three (3) years. However, in the event that successor Directors are not appointed to serve pursuant to the parameters of paragraphs b.1) through b.4) above, then the term limited Director may serve additional terms until a successor is appointed at the end of any such additional term.
- d. Officers. The Board shall be governed by a Chair, a Vice Chair, a Secretary and a Treasurer. The Chair shall preside at meetings of the Authority, and shall be recognized as head of the Authority for service of process, execution of contracts and other documents as approved by the Authority. The Vice Chair shall act as Chair during the absence or disability of the Chair. The Secretary, which officer role may be delegated to a member of Staff, shall keep all meeting minutes and a record of all proceedings and acts of the Board and shall be responsible for ensuring that Board meeting minutes are distributed to all Directors and Parties in

a reasonable time period after the subject meeting. The Treasurer, which officer role may be delegated to a member of Staff, shall be responsible for managing and presenting the Authority Budget. The Chair and Vice-Chair shall be elected from the current Board membership and all officer terms shall be set as one (1) year terms and shall commence on October 1<sup>st</sup> of each year. The Board shall re-organize no later than September 30 for the subsequent fiscal year.

- e. Board Powers and Duties. The Authority Board shall act as the governing body of the Authority and shall have, in addition to all other powers and duties described herein, the following powers and duties:

- 1) To fix the time, and determine policies and orders of business for meetings, the place or places at which its meeting shall be held, and as set forth herein, to call and hold special meetings as may be necessary.
- 2) To make and pass policies, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State of Florida, or the provisions of this Agreement, as may be necessary for the governance and management of the affairs of the Authority, for the execution of the powers, obligations and responsibilities vested in the Authority, and for carrying into effect the provisions of this Agreement.
- 3) To adopt bylaws or rules of procedure, or amend those initially adopted by the Originating Parties.
- 4) To fix the location of the principal place of business of the Authority and the location of all offices maintained thereunder.
- 5) To create any and all necessary offices in addition to Chair, Vice-Chair, Secretary and Treasurer; to establish the powers, duties and compensation of all employees or contractors; and to require and fix the amount of all non-ad valorem assessments and/or fees necessary to operate the RenewPACE Program.
- 6) To select and employ such employees and executive officers as the Authority Board deems necessary or desirable, and to set their compensation and duties.
- 7) To employ or hire such attorneys as it deems appropriate to provide legal advice and/or legal services to the Authority, and to employ and hire such other consultants as it deems appropriate through any procedure not inconsistent with law.
- 8) As applicable and available, nothing herein shall limit the Authority's ability to pursue actions or remedies pursuant to Chapter 120, F.S.

- f. Resignation. Any Director may resign from service upon providing at least thirty (30) days written notice pursuant to Section 27 of this Agreement, to the Authority Board Secretary. Such notice shall state the date said resignation shall take effect. Additionally, any Authority Board Director who is absent for three (3) Authority Board meetings within any given year, unless excused by majority vote of the Board, may, at the discretion of the Board, be deemed to have resigned

from the Authority Board. Any Director who resigns shall be replaced in accordance with the Rules of Appointment set forth in subparagraph (b) above. Any resigning Director shall immediately turn over and deliver to the Authority Board Secretary all records, books, documents or other Authority property in their possession or under their control. If extenuating circumstances require appointment of an interim Director necessary to enable the Authority to operate, an interim Director may be appointed by majority vote of the Authority Board until such time as a permanent successor can be seated.

- g. Board Compensation; Expenses. Authority Board Directors, as representatives of the local government Parties to this Agreement, shall serve without compensation. Reasonable travel or Authority-related expenses for Authority Board Directors shall be reimbursable as permitted by Florida law.

**Section 11. Meetings of the Authority Board.**

- a. Within thirty (30) calendar days of the creation of the Authority, or sooner if feasible, the Originating Parties shall hold an organizational meeting to appoint officers and perform other duties as required under this Agreement.
- b. There shall be an Annual Meeting of the Authority. The annual statements shall be presented, and any other such matter as the Authority Board deems appropriate may be considered.
- c. The Authority Board shall have regular, noticed, quarterly meetings at such times and places as the Authority Board may designate or prescribe. In addition, special meetings may be called, from time to time, by the Authority Board Chair, or by a majority vote of the Authority Board. A minimum of 24 hours notice to the public and all Authority Board Directors shall be given for any special meetings.
- d. In the absence of specific rules of procedure adopted by the Authority Board for the conduct of its meetings, the fundamental principles of parliamentary procedure shall be relied upon for the orderly conduct of all Authority Board meetings.

**Section 12. Decisions of the Authority Board.** A quorum of the Authority Board shall be required to be present at any meeting in order for official action to be taken by the Board. A majority of all Authority Board Directors shall constitute a quorum. A quorum may be established by both in person attendance and attendance through communications media technology, as allowed by state law, and pursuant to policy adopted by the Board. It is the desire and intent of this Agreement that decisions made by the Authority Board shall be by consensus of the Board. However, if a consensus is not achievable in any particular instance, then a majority vote of the quorum of the Authority Board shall be required to adopt any measure or approve any action, unless otherwise provided herein.

**Section 13. Authority Staff and Attorney.** The Authority's administrative functions shall be carried out on a day-to-day basis by the Third-Party Administrator and its subcontractors in accordance with the Administration Services Agreement attached as Exhibit A, as it may be updated and amended from time to time noticed to all Parties to this Agreement. The Third-Party Administrator shall be delegated with all duties necessary for the conduct of the

Authority's business and be delegated with the exercise of the powers of the Authority as provided in Section 163.01 and Section 163.08, F.S. The Authority may also hire legal counsel to serve as its General Counsel.

**Section 14. Authorized Official.** The Authority Board Chair or its designee shall serve as the local official or designee who is authorized to enter into a financing agreement, pursuant to Section 163.08(8), F.S., with property owner(s) who obtain financing through the Authority.

**Section 15. Additional Parties.** With the express goal of expanding to offer services to all Florida local governments, the Originating Parties to this Agreement support and encourage the participation of Additional Parties as contemplated herein.

**Section 16. Funding the Initial Program.** Funding for the Authority shall initially be from grant funds or other funds acquired by the Originating Parties and/or Additional Parties. For the initial establishment of the Authority, contributions can be made to the Authority as permitted by law.

**Section 17. Debts of the Authority are Not Obligations of any Parties.** Pursuant to Section 163.01(7), F.S. the Authority may exercise all powers in connection with the authorization, issuance, and sale of bonds or other legally authorized mechanisms of finance. Any debts, liabilities, or obligations of the Authority do not constitute debts, liabilities or obligations of the Originating Parties or any Additional Party to this Agreement. Neither this Agreement nor the bonds issued to further the program shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of any other Party to this Agreement. The issuance of bonds as contemplated by this Agreement shall not directly, indirectly, or contingently obligate any Party to this Agreement to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

**Section 18. Annual Budget.**

- a. Prior to the beginning of the Authority's fiscal year, the Authority Board will adopt an annual budget. Such budget shall be prepared in the manner and within the time period required for the adoption of a tentative and final budget for state governmental agencies pursuant to general law. The Authority's annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Authority.
- b. The adopted Budget shall be the operating and fiscal guide for the Authority for the ensuing Fiscal Year.
- c. The Board may from time to time amend the Budget at any duly called regular or special meeting.

**Section 19. Reports.**

- a. **Financial reports:** The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this Agreement and Chapter 218,

F.S. Both quarterly and annual financial reports of the Authority shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly and annual reports shall include a balance sheet, a statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles.

- b. **Operational reports:** The Authority Board shall cause to be made at least once every year a comprehensive report of its operations including all matters relating to fees, costs, projects financed and status of all funds and accounts.
- c. **Audits:** The Authority shall be subject to, and shall cause to be conducted: (i) an independent financial audit and (ii) an independent performance audit performed in accordance with generally accepted accounting practices and as applicable by state law.
- d. **Reports to be public records:** All reports, as well as supporting documentation such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, and other related records produced and maintained by the Authority, its employees and consultants shall be deemed public records pursuant to Chapter 119, F.S., and shall be made available for audit, review or copying by any person upon reasonable notice.

**Section 20. Bonds.** The Authority Board is authorized to provide, from time to time, for the issuance of bonds, or other legally authorized form of finance, to pay all or part of the cost of qualifying improvements in accordance with law.

**Section 21. Schedule of Rates and Fees.**

- a. Upon the creation of the Authority as set forth in this Agreement, the Authority Board shall establish a schedule of rates, fees or other charges for the purpose of making the Authority a self-sustaining district. There shall not be any obligation on the part of the Originating Parties or any Additional Parties for financing contributions. The Authority shall not be authorized to create or distribute a profit. This shall not, however, prevent the Authority from establishing reserves for unanticipated expenses or for future projects in keeping with sound, prudent and reasonable operation of the Program within industry standards or from fulfilling any other requirements imposed by bond financings, other financial obligations or law. Nor shall this prevent the Authority from incurring costs such as professional fees and other costs necessary to accomplish its purpose. The Authority Board shall fix the initial schedule of rates, fees or other charges for the use of and the services to operate the RenewPACE Program to be paid by each participating property owner consistent with Section 163.08(4), F.S.
- b. The Authority Board may revise the schedule of rates, fees or other charges from time to time; provided however, that such rates, fees or charges shall be so fixed and revised so as to provide sums, which with other funds available for such purposes, shall be sufficient at all times to pay the expenses of operating and maintaining the RenewPACE Program. This shall include any required reserves

for such purposes, the principal of and interest on bonds, or other financing method, as the same shall become due, and to provide a margin of safety over and above the total amount of any such payments, and to comply fully with any covenants contained in the proceedings authorizing the issuance of any bonds or other obligations of the Authority.

- c. The rates, fees or other charges set pursuant to this section shall be just and equitable and uniform for users and, where appropriate, may be based upon the size and scope of the financial obligation undertaken by a Participating Property Owner. All such rates, fees or charges shall be applied in a non-discretionary manner with respect to the Participating Property Owner's geographical location within the Authority's Service Area. No rates, fees or charges shall be fixed or subsequently amended under the foregoing provisions until after a public hearing at which all the potential participants in the Program, and other interested persons, shall have an opportunity to be heard concerning the proposed rates, fees or other charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees or other charges shall be provided in accordance with Chapter 163 and Chapter 197, F.S.
- d. The Authority shall charge and collect such rates, fees or other charges so fixed or revised, and such rates, fees and other charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state.
- e. In the event that any assessed fees, rates or other charges for the services and financing provided by the Authority to Participating Property Owners shall not be paid as and when due, any unpaid balance thereof, and all interest accruing thereon, shall be a lien on any parcel or property affected or improved thereby. Pursuant to Section 163.08(8), F.S., such lien shall constitute a lien of equal dignity to county taxes and assessments from the date of recordation. In the event that any such fee, rate or charge shall not be paid as and when due and shall be in default for thirty (30) days or more, the unpaid balance thereof, and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the Authority in a civil action, and any such lien and accrued interest may be foreclosed and otherwise enforced by the Authority by action or suit in equity as for the foreclosure of a mortgage on real property.

**Section 22.** Disbursements. Disbursements made on behalf of the Authority shall be made by checks drawn on the accounts of the Authority.

**Section 23.** Procurement: Program Implementation and Administration. The Authority shall be administered and operated by a Third Party Administrator ("TPA") who shall be responsible for providing services to the Authority for the design, implementation and administration of the RenewPACE Program. The Originating Parties and all Additional Parties understand and acknowledge, and the Town of Lantana represents and warrants that, the procurement for the initial TPA was performed in accordance with its adopted procurement procedures. Pursuant to said procurement procedures, "EcoCity Partners, L3C" was hired as the TPA. The "Florida Green Energy Works Program Administration Services Agreement" between Lantana and EcoCity Partners, L3C is attached hereto as Exhibit 1 and is hereby incorporated by

reference. The initial Florida Green Energy Works Program Administration Services Agreement, as amended, was assigned by the Authority to Renewable Funding LLC on March 10, 2016..

**Section 24.** Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution by the Originating Parties until such time as there is unanimous agreement of the Authority Board to dissolve the Authority. Notwithstanding the foregoing, dissolution of the Authority cannot occur unless and until any and all outstanding obligations are repaid; provided, however, that any Party may terminate its involvement and its participation in this Interlocal Agreement upon thirty (30) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, this Interlocal Agreement shall continue until such time as all remaining Parties agree to dissolve the Authority and all special assessments levied upon Participating Property Owners properties have been paid in full.

**Section 25.** Consent. The execution of this Interlocal Agreement, as authorized by the government body of the Originating Parties and any Additional Party shall be considered the Parties' consent to the creation of the Authority as required by Sections 163.01 and 163.08, F.S.

**Section 26.** Limits of Liability.

- a. All of the privileges and immunities from liability and exemptions from law, ordinances and rules which apply to municipalities and counties of this state pursuant to Florida law shall equally apply to the Authority. Likewise, all of the privileges and immunities from liability; exemptions from laws, ordinances and rules which apply to the activity of officers, agents, or employees of counties and municipalities of this state pursuant to Florida law shall equally apply to the officers, agents or employees of the Authority.
- b. The Originating Parties and all Additional Parties to this Agreement shall each be individually and separately liable and responsible for the actions of their own officers, agents and employees in the performance of their respective obligations under this Agreement pursuant to Chapters 768 and 163, F.S. and any other applicable law. The Parties may not be held jointly or severally liable for the actions of officer or employees of the Authority or by any other action by the Authority or another member of the Authority and the Authority shall be solely liable for the actions of its officers, employees or agents to the extent of the waiver of sovereign immunity or limitation on liability provided by Chapter 768, F.S. Except as may be otherwise specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency under this Agreement, and they shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for





**Section 31.** **Merger, Amendments.** This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained in this Interlocal Agreement shall be effective unless contained in a written document that is ratified or approved by at least seventy-five (75%) of the Parties to this Interlocal Agreement, which ratification or approval shall be expressed in writing by such Party and delivered to the Authority in a form upon which the Authority can rely, and the Authority has made a finding to that effect in the manner specified in Section 12 of this Interlocal Agreement.

**Section 32.** **Assignment.** The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

**Section 33.** **Records.** The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Florida law.

**Section 34.** **Compliance with Laws.** In the performance of this Agreement, the Parties hereto shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and municipal ordinances and regulations.

**Section 35.** **Governing Law and Venue.** This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Palm Beach County, Florida.

**Section 36.** **Severability.** In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent possible.

**Section 37.** **Effective Date and Joinder by Authority.** This Interlocal Agreement shall become effective upon its execution by the Originating Parties. It is agreed that, upon the formation of the Authority, the Authority shall thereafter join this Interlocal Agreement and that the Authority shall thereafter be deemed a Party to this Interlocal Agreement.

**Section 38.** **No Third Party Rights.** No provision in this Agreement shall provide to any person that is not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against any Party to this Agreement.

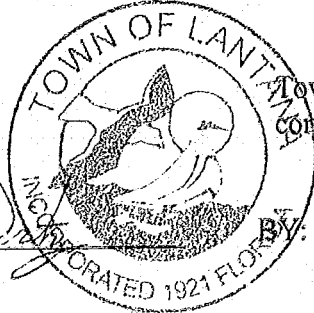
**Section 39.** **Access and Audits.** Palm Beach County has established the Office of Inspector General in Article VIII of the Charter of Palm Beach County, as may be amended, which is authorized and empowered to review past, present and proposed county or municipal

contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Palm Beach County, its officers, agents, employees, and lobbyists, as well as the activities of all municipalities in the county, and their officers, agents, employees, and lobbyists, in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Chapter 2, Article XIII of the Palm Beach County Code of Ordinances.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Originating Parties hereto have made and executed this Interlocal Agreement on this 9<sup>th</sup> day of May, 2016.

ATTEST:



Town of Lantana, a municipal corporation of the State of Florida

BY: Nicholas D. [Signature]

Town Clerk

BY: Robert S. [Signature]

Town Manager

(Affix Town Seal)

Approved by Town Attorney  
as to form and legal sufficiency

[Signature]  
Town Attorney

ATTEST:

Town of Mangonia Park, a municipal corporation of the State of Florida

BY: [Signature]

Town Clerk

BY: [Signature]

Town Manager

(Affix Town Seal)

Approved by Town Attorney  
as to form and legal sufficiency

[Signature]  
Town Attorney

**AMENDED AND RESTATED**  
**FLORIDA GREEN ENERGY WORKS PROGRAM**  
**ADMINISTRATION SERVICES AGREEMENT**

THIS AMENDED AND RESTATED FLORIDA GREEN ENERGY WORKS PROGRAM ADMINISTRATION SERVICES AGREEMENT ("Agreement"), effective as of June 1, 2015 (the "Effective Date"), is entered into by and between the Florida Green Finance Authority ("Authority") and EcoCity Partners, L3C, a Vermont low-profit limited liability company ("Administrator") (Authority and Administrator are referred to herein collectively as the "Parties" and singly as a "Party").

**WHEREAS**, the Town of Lantana and Administrator originally entered into that certain Florida Clean Energy and Climate Commission Grant Agreement #ARS053 dated July 26, 2011 (the "Grant Agreement"), which was assigned by the Town of Lantana to the Authority, and assumed from the Town of Lantana by the Authority, and amended by that certain Florida Green Energy Works Program Agreement and Addendum to Grant Agreement dated as of April 2, 2012, as further amended by Addendum #2 on April 17, 2012, and as further amended by Addendum #3 on April 22, 2013 (the "Agreement"); and

**WHEREAS**, the parties hereto agree that the Agreement is amended as restated herein and that this Amendment shall be incorporated into and supersede the Agreement, shall be made a part thereof, and to the extent of any conflict with the Agreement, shall supersede same.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

**Agreement**

1. **Restatement; Assignment.** This Agreement shall become effective upon execution by the Town and the Administrator. It amends, restates and replaces the Existing Agreement in its entirety except the assignment of the Agreement by the Town to the Authority, and assumption of the Agreement by the Authority from the Town, shall remain in effect.

2. **Term; Renewal.** The term of this Agreement (the "Initial Term") shall be a period of five (5) years from the Effective Date. At the expiration of the Initial Term and any Renewal Term, the Agreement shall automatically be renewed for an additional five (5) year period(s) (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless terminated earlier as provided in Section 7.

### 3. Services.

(a) Scope of Services. Administrator has been engaged to design, implement and administer the Program, and Administrator shall perform the services described in Exhibit A attached hereto and made a part hereof (the "Services"). The Services shall be provided to the Authority for purposes of assisting the local governments that are parties to the Interlocal Agreement ("Members") with financing of qualifying improvements authorized by the PACE Act (hereinafter "Qualifying Improvements"). Administrator shall have the express authority to represent the Authority in contract negotiations with local governments and shall have all necessary powers and duties to carry out its obligations consistent with this Agreement.

(b) Standards of Service. Work under this Agreement shall be performed only by competent personnel under the supervision of Administrator. Such right to employ vendors includes the right to engage a provider to offer residential PACE administrative services consistent with this agreement, as it may be amended from time to time. Administrator shall commit adequate resources to develop and implement the Program and perform the Services as required by this Agreement. The Administrator shall exercise the same degree of care, skill and diligence in the performance of the Services as that ordinarily provided by an administrator under similar circumstances. Work, equipment or materials that do not conform to the requirements of this Agreement, or to the requirements of law, may be rejected by the Authority by written notice to Administrator and in such case shall be replaced promptly by Administrator following notice and explanation of applicable requirements from the Authority, unless Administrator provides a bona fide objection to the rejection notice. The Administrator has a material obligation to maintain these reasonable standards of service; failure to do so may constitute an Event of Default pursuant to Section 7(a)(i) of this Agreement."

(c) Additional Service Providers. Administrator shall be permitted, in its sole discretion, to use and employ vendors, underwriters, providers, consultants, advisors or counsel in the development and administration of the Program or the provision of the Services. A current list of subcontractors is attached as Exhibit B. Administrator shall be responsible for all work performed by any other parties engaged by Administrator related to the Services.

(d) Compliance with Laws; Binding Agreement. The Administrator hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws applicable to and necessary to perform the Services as an independent contractor. Administrator represents that it is authorized to do business in the State of Florida. The execution, delivery and performance of this Agreement by Administrator has been duly authorized, and this Agreement is binding on Administrator and enforceable against Administrator in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

(e) No Exclusive Engagement; Conflicts of Interest. Nothing in this Agreement shall prevent Administrator from performing similar Services in other jurisdictions, either within or outside the State of Florida. So long as Administrator fulfills its obligations to provide the Services, Administrator, its sub consultants or any other provider, vendor, consultant, underwriter, or third party used or employed by Administrator, is permitted, individually or

collectively, to advance without conflict any other PACE Program, or assist any other PACE Program sponsor, and that there is and shall be no objection by the Authority to such actions. The Administrator agrees that neither it nor its sub consultants shall represent any persons or entities in any action before the Authority, or before any Member of the Authority concerning implementation of the Program.

(f) Independent Administrator. Administrator and any agent or employee of Administrator shall be deemed at all times to be an independent contractor and not an employee, partner, agent, joint venture or principal of the Authority with respect to all of the acts and Services performed by and under the terms of this Agreement. Accordingly, neither Party shall have any authority to represent or bind the other. Administrator is wholly responsible for the manner in which it performs the Services and work required under this Agreement. Neither Administrator nor any agent or employee of Administrator shall be entitled to participate in any plans, arrangements or distributions by the Authority or any of its Members pertaining to or in connection with any retirement, health or other benefits the Authority or any of its Members may offer their employees. Administrator is liable for the acts and omissions of itself, its employees and agents. Any terms in this Agreement referring to instructions from the Authority shall be construed as providing for direction on policy and the results of Administrator's work, but not the means as to which such a result is obtained. The Authority does not retain the right to control the means or method by which Administrator performs the Services.

(g) Taxes. Administrator shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities arising from Administrator's business operations.

4. Responsibilities of Authority. The Authority acknowledges that the Florida law authorizing PACE programs reserves authority and responsibility for establishing the program and executing financing agreements with property owners to local government. Consequently, the Authority shall timely take the following actions:

- (a) Authorize and adopt resolutions required to implement the Program;
- (b) Approve documents authorizing the Administrator to commence legal proceedings on behalf of the Authority to validate Program related obligations and to engage counsel for the purpose;
- (c) Within a reasonable time following submittal by Administrator, execute documents required to implement the Program including, but not limited to, financing or other agreements, obligations or instruments;
- (d) Other actions reasonably required to be performed by the Authority to facilitate the development, implementation or activities of the PACE Program.

5. Compensation.

(a) Program Administration. For Services relating to the prior design and ongoing operation of the Program, and for its performance hereunder, Administrator shall be

entitled to impose and collect fees and charges in accordance with the schedule of fees described in Schedule 3 to Exhibit A ("Schedule of Fees"), which the Authority and Administrator may amend from time to time by mutual agreement to ensure the Program is priced to be competitive in the marketplace and all expenses are paid for through Program operation.

(b) Payment Does Not Imply Acceptance. The making of any payment by the Authority, or the receipt thereof by Administrator, shall not reduce the liability of Administrator to replace any work, equipment or materials which do not conform to the requirements of this Agreement, regardless of whether the unsatisfactory character of such work, equipment or materials was apparent or reasonably detectable at the time payment was made.

(c) Additional Service Providers. Administrator shall be solely responsible for all payments to any third party subcontractors, service providers or sub consultants that are engaged by Administrator to perform any of the Services contemplated by this Agreement.

6. Indemnification: Insurance.

(a) Indemnification. Administrator shall indemnify and hold harmless the Authority, its member Parties, its officers agents and employees, and shall upon request defend them, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Administrator's performance of this Agreement, including, but not limited to, liabilities arising from contracts between the Administrator and third parties made pursuant to this Agreement. The indemnity obligations provided for in this paragraph shall include reasonable attorneys' fees, but shall exclude any liability resulting from acts of, or failure to take action by, the Authority, its member Parties, its officers, agents and employees.

The Authority shall promptly notify the Administrator of any claim giving rise to a right to indemnity and shall fully cooperate with the Administrator in defense of such claims. So long as the Administrator has agreed that the Authority is entitled to indemnification, the Administrator shall have the right to control the defense of the claim, including, without limitation, the right to designate counsel and to select a single counsel to jointly represent the interests of the Authority and the Administrator (unless an actual present conflict would preclude joint representation) and including the right to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of the claim. The Authority shall cooperate in defense of any claims and may, but is not required to, retain at its cost additional separate counsel to participate in or monitor the defense of the claim by Administrator.

This Section 6(a) shall survive termination of this Agreement.

(b) Insurance. Without in any way limiting Administrator's liability pursuant to Section 7(a) above, Administrator shall maintain in force, throughout the Term, insurance with the following coverages:

- i. Worker's Compensation insurance in the amount required by law;
- ii. Commercial General Liability Insurance with limits of not less than \$1 million per occurrence Combined Single Limit for Bodily Injury and

Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations;

- iii. Commercial Automobile Liability Insurance with limits of not less than \$1 million per occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and
- iv. Professional liability insurance with limits of not less than \$1 million per claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

(c) Required Provisions. All insurance required under this Agreement shall be maintained with reputable companies authorized to do business in the State of Florida. The liability insurance required under this Section 6 shall (i) name the Authority as an additional insured, (ii) provide that such policy is primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and (iii) apply separately to each insured against whom a claim is made or a suit is brought. Upon request, Administrator shall deliver a certificate of insurance to the Authority confirming the existence of the insurance required by this Agreement.

7. Default; Termination.

(a) Events of Default. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- i. Either Party fails or refuses to perform or observe any material term, covenant or condition contained in any section of this Agreement, and such failure continues for a period of thirty (30) days after receipt of written notice from the non-breaching Party, or such longer period as may be reasonably required for cure, provided the breaching Party commences the cure within thirty (30) days and diligently pursues the cure until completion.
- ii. Administrator (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of creditors, or (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers over Administrator or any substantial part of Administrator's property.
- iii. A court or governmental authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Administrator or any substantial part of Administrator's property, (B) constituting an order for relief or approving a petition for



relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction, or (C) ordering the dissolution, winding-up or liquidation of Administrator.

(b) Remedies for Default. Upon the occurrence of any Event of Default, each Party shall be entitled to proceed at law or in equity to enforce their rights under this Agreement, including, without limitation, to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, following the occurrence of any Event of Default, the Authority shall have the option, but no obligation, to cure or cause to be cured any Event of Default on behalf of Administrator, and in such event Administrator shall pay to the Authority upon written demand all costs and expenses incurred by the Authority in effecting such cure, with interest thereon from the date the expense is incurred by the Authority at the maximum rate then permitted by law. The Authority shall have the right to offset from any amounts due Administrator under this Agreement or any other Agreement between the Authority and the Administrator all damages, losses, costs and expenses incurred by the Authority as a result of the occurrence of an Event of Default caused by Administrator.

(c) Exercise of Remedies. All remedies provided for in this Agreement may be exercised singly or in combination with any other remedy available hereunder or under applicable law. The exercise of any remedy shall not be deemed a waiver of any other remedy.

(d) Termination for Convenience.

- i. Effective Date. Following the Initial Term, either party may notify the other of its intent to terminate the Agreement for any reason by delivering written notice of termination no later than May 15 of any year during the Term. In such event, the Agreement will terminate on August 15 of the year in which the termination notice is delivered, at which date Administrator shall cease providing the Services. In the event the Authority terminates the Agreement under the provisions of this paragraph 7(d), Administrator shall be entitled to continue to offer the Services during the transition period so long as (i) Administrator does not approve any projects, completion of which will extend beyond the termination date; (ii) Administrator provides for ongoing management of assessments related to any projects completed under Administrator's auspices; (iii) Administrator continues to provide all of the Services in a professional manner in accordance with the Agreement; (iv) Administrator continues to work in good faith with the Authority to provide a smooth transition for either the termination of the program or transfer to another administrator.
- ii. Termination Fee. In the event of termination for convenience by the Authority, Administrator shall be entitled to a termination fee equal to thirty percent (30%) of the origination fee which would have been received by Administrator pursuant to Schedule 1 to Exhibit A, had the Agreement not been terminated, for all PACE projects funded through

the Authority which (i) had completed applications submitted to the Program prior to the termination date, (ii) are closed within one (1) year after the termination date, and (iii) are identified by Administrator in writing no later than five (5) days after the termination date..

(e) Termination for Impossibility. In the event that (i) conditions in U.S. financial markets, (ii) changes in PACE law, or (iii) changes in the Authority's authority to provide assessment lien priority render the PACE Program infeasible, Administrator may suspend the PACE Program for a period of up to twelve (12) months. Should the Administrator determine at the conclusion of the suspension period that conditions do not warrant resumption of the program Administrator may request from the Authority an extension of the PACE Program suspension for an additional six (6) months. The Authority may, at its option, grant the extension or instead choose to terminate the Agreement.

(f) Rights and Duties Upon Termination. Upon the expiration or earlier termination of this Agreement pursuant to this Section, this Agreement shall terminate and be of no further force and effect, except for those provisions which expressly survive termination. Upon expiration or termination, Administrator shall transfer to the Authority any records, data, supplies and inventory produced or acquired in connection with this Agreement. This subsection shall survive the termination of the Agreement.

#### 8. Confidential Information: Ownership and Access to Records.

(a) Proprietary or Confidential Information. Administrator acknowledges that, in the performance of the Services or in contemplation thereof, Administrator may have access to private or confidential information which may be owned or controlled by the Authority, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Authority. Administrator agrees that all information disclosed by Authority to Administrator shall be held in confidence and used only in performance of this Agreement. Administrator shall exercise the same standard of care to protect such information as a reasonably prudent Administrator would use to protect its own proprietary data.

(b) Ownership of Information. The parties acknowledge that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which are conceived, developed or made by Administrator or Authority exclusively for the Program during the term of this Agreement are deemed to be within the public domain, and subsequently may be used by each party without warranty of any kind. Any artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works created by Administrator in connection with the Program shall not be deemed to be works for hire. Notwithstanding the foregoing, to the extent that any components used in the Program are developed independently and licensed from third parties, including, without limitation, any software, methods, inventions, processes, logos, brands or data, such components shall not become part of the public domain and the terms of the applicable license shall prevail. Among other things, the online sustainability tool for green business certification has been licensed from Green Bureau, LLC and use of the service-mark PACE3P<sup>®</sup> and any related trademarks or service marks have been licensed from Demeter Power Group, Inc.

(c) Public Records. All records, books, documents, maps, data, deliverables, papers and financial information associated with the Program to be administered by Administrator (the "Records") are public records of the Authority and Administrator shall make them available to be inspected and copied upon request by the Authority. Public record requests made pursuant to Chapter 119, Florida Statutes shall be overseen by the General Counsel to the Authority and process by the Administrator on behalf of the Authority. While the Authority may have a continuing obligation to maintain the Records, the Administrator is obligated to turn over to the Authority all documents upon termination of the Agreement and remains obligated to support Public Record requests for a period of three (3) years from the date of termination of this Agreement. The Authority, or its designee, shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any of the Records. Refusal or failure by the Administrator to comply with the requirements of this Section or of Chapter 119, Florida Statutes (Public Records) may constitute a material failure giving rise to an Event of Default in accordance with Section 7(a)(i).

9. Miscellaneous.

(a) Nondiscrimination. During the term of this Agreement, Administrator shall not discriminate against any of its employees or applicants for employment, if any, because of their race, age, color, religion, sex, sexual orientation, national origin, marital status, physical or mental disability, or political affiliation and Administrator shall abide by all Federal and State laws regarding nondiscrimination. Administrator agrees not to discriminate against persons on these grounds in the provision of services, benefits or activities provided under the Agreement and further agrees that any violation of this prohibition on the part of the Administrator, its employees, agents or assigns will constitute a material breach of this Agreement.

(b) Disabilities. Administrator acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through an Administrator, must be accessible to the disabled public. Administrator shall provide the Services in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights laws. Administrator agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Agreement and further agrees that any violation of this prohibition on the part of the Administrator, its employees, agents or assigns will constitute a material breach of this Agreement.

(c) Entire Agreement; Amendment. This Agreement, including the Exhibits hereto, contains the entire agreement of the Parties with respect to its subject matter and supersedes any prior oral or written representations. No representations were made or relied upon by either Party, other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to amend, change, modify, supplement, rescind, terminate or discharge the terms of this Agreement, except by a written agreement executed by the Parties.

(d) Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(e) Non-waiver. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other Party at the time designated, shall not be a waiver of such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

(f) Severability. If the application of any provision of this Agreement to any particular facts or circumstances is found by a court of competent jurisdiction to be invalid or unenforceable, then the validity of other provisions of this Agreement shall not be affected or impaired thereby, and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties.

(g) Assignment. The Services to be performed by Administrator are personal in character and neither this Agreement nor any of the duties or obligations hereunder may be assigned by the Administrator; provided, however, that this Section shall not prohibit the engagement of subcontractors or other third parties to perform any part of the Services. The performance of the Services requires the cooperation and legal authority of the Authority and accordingly the Agreement may not be assigned by the Authority without the prior written consent of Administrator.

(h) Governing Law; Venue; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida without regard to conflicts of law principles. Each Party agrees to personal jurisdiction in any action brought in any court, Federal or State, within the County of Palm Beach, State of Florida having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action or proceeding arising out of or relating to this Agreement shall only be instituted in the County of Palm Beach, State of Florida. Each Party waives any objection which it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

(i) Attorney's Fees. In the event of any proceedings arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

(j) Jury Trial. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

(k) Limitation of Liability. The obligations of the Authority shall be limited to the payment of the compensation provided in this Agreement, and cooperation required to facilitate the implementation of the Program. In no event shall any Party to this Agreement shall have any liability for special, consequential, incidental or indirect damages, including lost profits, arising out of or in connection with this Agreement or the Services.

(l) Days. All references to days in this Agreement shall refer to calendar days unless other expressly provided. In the event any period specified in this Agreement expires on a

Saturday, Sunday or another day on which banks are permitted or required to be closed in the State of Florida, then the period shall be extended until the next business day.

(m) Exhibits. The Exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein and are an integral part of this Agreement.

(n) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(o) Construction; Interpretation. The Parties have participated equally in the drafting and negotiation of this Agreement and accordingly any rule of construction, which would construe the terms agreement against the draft are inapplicable.

(p) Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified below or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

If to Authority: Florida Green Finance Authority  
Attention: Board Chair  
500 Greynolds Circle  
Lantana, Florida 33462

With copy to: Corbett, White, Davis and Ashton  
1111 Hypoluxo Road, Suite 207  
Lantana, FL 33462  
Attention: Keith Davis, Esq.

If to Administrator: EcoCity Partners, L3C  
433 Central Avenue  
Suite 209  
St. Petersburg, FL 33701  
Attn: Florida Green Energy Works Program Manager

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE FLORIDA GREEN FINANCE AUTHORITY

By: David B. Thatcher

Name: David B. Thatcher

Title: Chairman

ECOCITY PARTNERS, L3C, a Vermont low-profit limited liability company

By: Michael Wallander

Name: Michael Wallander

Title: Principal

## **EXHIBIT A**

### **Scope of Third Party Administration Services & Program Fee Schedule**

#### **SCOPE OF SERVICES & FEES:**

- I. Program Administration Services**
- II. Authority Management Services**
- III. Ancillary Services**
- IV. Fee Schedule**

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#### **I. Program Administration Services**

Program administration services include all tasks necessary to administer the Program on an ongoing and sustainable basis, including processing applications, providing customer service and administration, contractor certification, project quality assurance and control, management of assessments and payments.

#### **Deliverables:**

##### **1) Application Processing**

- a) Administrator will conduct the property and project screen to ensure both meet the terms and conditions of the Program. Administrator will complete property/project screen within a reasonable period of time from receipt of the application. Administrator will regularly report on applications approved, denied or pending.
  - i) Administrator will install protocols for evaluating applicant properties pre- and post-installation for purposes of establishing a Savings to Investment Ratio (SIR) greater than one.
  - ii) Administrator will utilize eligibility and underwriting criteria that complies with State, federal and local law and prudent underwriting standards and that makes financing available to large and small property owners in traditional as well as underserved markets.
- b) When funding is requested, Administrator will verify the project installation through review of appropriate documents. Administrator will conduct this review within a reasonable period of time from the date that all required documentation is received.
- c) Once projects are verified, Administrator will notify the Authority and provide the property owner with legal documents.
- d) Administrator will verify completion of the legal documents after receipt from property owners and will review such documentation within a reasonable period of time.

- e) Upon receipt of complete documents, Administrator will notify the Authority of an approved funding request and provide the documents necessary to record the lien. Administrator will record the lien on behalf of the Authority.
- f) Once a bond is issued and purchased or some other funding mechanism has been completed, Administrator will disburse funds to the property owner within a reasonable period of time.
- g) Administrator will seek to establish and implement appropriate procedures and timelines for applications filed in paper copy as well as via the web portal.
- h) The reasonableness of the timelines listed above are subject to revision and specificity by mutual agreement of the Authority and Administrator in conjunction with the establishment and maintenance of program terms and conditions.

## **2) Program Reporting**

- a) Administrator will provide reports on program application statistics to the Authority on a regular basis.
- b) Administrator will prepare reports, schedules and documents to support the issuance and underwriting of bond or other financing documents, such as disclosure documents for the IRS, SEC and/or any other regulatory body purposes; cash flows analysis; debt service and repayment projections; substantiation of revenue and expenditure estimates and project costs; verification of cash flows; and project or market feasibility, as needed.

## **3) Program Documentation**

- a) Administrator will develop and maintain the documents for Program administration, which may include, but not necessarily be limited to, the following:
  - i) Program Terms and Policies
  - ii) Assessment Underwriting Criteria
  - iii) List of Qualifying Improvements
  - iv) Program Application & Funding Request Forms
    - (1) Application Form
    - (2) Financing Agreement
    - (3) Truth-In-Lending Form (if applicable)
    - (4) Lender Notification & Authorization Form
    - (5) FHFA/FNMA/FMAC PACE Status Disclosure Form (if necessary)
    - (6) Information Verification Form(s)

- 4) **Customer Service:** Administrator will provide direct customer service to the community via the



web, email, phone and walk-in, as appropriate.

## **II. Authority Management Services**

District Management Services involve those tasks necessary to help facilitate the relationship between the Authority and local governments and dependent special districts that participate in the Program. These services may include the following:

### **Deliverables:**

#### **Administrative and Management Services**

- 1) Attend and conduct all regularly scheduled and special Board meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- 2) Prepare agenda packages for transmittal to Board members and staff prior to Board meeting. Prepare meeting materials for other meetings, hearings, etc. as needed.
- 3) Provide accurate minutes for all meetings and hearings.
- 4) Other responsibilities include such items as:
  - a. Custody of the District's Seal
  - b. Records custodian and records management liaison with State of Florida and other applicable government agencies overseeing the storage of inactive files and destruction of obsolete files.
  - c. Maintaining and safeguarding the minutes of public meetings, Resolutions, contracts and agreements.
- 5) Ensure compliance with Federal and/or State law affecting the District which include but are not limited to the following:
  - a. Property notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, all other required notices of meetings, hearings and workshops.
  - b. Provide required information to the Department of Community Affairs, the County, the Auditor General, and all other state or local agencies with reporting requirements for the district.
- 6) Maintain "Record of Proceedings" for the District, which includes meeting minutes, agreements, resolutions and other records required by law.
  - a. Implement and maintain a document management system to create and save documents, and provide for the archiving of district documents.
  - b. Protect integrity of all public records in accordance with the requirements of applicable law. Respond to public record requests as required by law.

- 7) Ensure District is in compliance with administrative and financial reporting for Special Districts.
- 8) Assist in negotiations of contracts, as directed by the Board.
- 9) Provide contract administration and supervision of all contracts, as directed by the Board.
- 10) Serve as liaison with County and State agencies, including the Supervisor of Elections, Taxing officials and the Property Appraisers.
- 11) Implement the policies established by the District.

#### **Financial Services**

- 1) Establish Fund Accounting System in accordance with federal and state law as well as Government Accounting Standard Board and the Rules of the Auditor General.
- 2) Prepare regular balance sheet, income statement(s) with budget to actual variances. Prepare Public Depositor's Report and distribute to State.
- 3) Prepare all other financial reports as required by applicable law and accounting standards.

#### **Budgeting**

- 1) Prepare budget, budget resolutions, and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable Government Finance Officers Association and Government Accounting Standard Board standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2) Administer Adopted Budget of the District.
- 3) Transmit proposed budget to local governing authorities in the required timeframe prior to adoption.
- 4) File all required documentation with the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 5) Prepare and cause to be published notices of all budget hearings and workshops.
- 6) Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.
- 7) Prepare all budget amendments on an outgoing basis.
- 8) Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the Independent auditor.

### **Revenue Collection**

- 1) Administer collection and disbursement of assessments, fees, and charges and all revenues of the District in accordance with Florida law governing the uniform method of assessing, levying and collecting special assessment.
- 2) Recommend enforcement actions to ensure payment as needed.
- 3) Prepare monthly financial reports showing revenues and expenses for the month in comparison to annual budget, noting variances.
- 4) Prepare and refine a property database.
- 5) Prepare annual assessment roll. Certify roll either to the County Tax Collector, or direct bill and collect (or both), as appropriate.
- 6) Issue estoppels letters as needed.

### **Accounts Payable/Receivables**

- 1) Administer the processing, review and payment of all invoices and purchase orders. Ensure timely payment of district bills is made.
- 2) Report cash balances by fund.
- 3) Maintain checking accounts with qualified public depository.

### **Capital Program Administration**

- 1) Maintain proper capital fund and project funding accounting procedures and records.
- 2) Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustees, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update, etc.
- 3) Prepare annual debt service fund budgets. Work with taxing officials to assure correct application of revenues and proper routing of payments to the trustee to assure proper bond debt pay-off. Track and account for debt service payments and prepayments and process debt lien releases.

### **Purchasing**

- 1) Assist in selection of vendors as needed for services, goods, supplies, and materials.
- 2) Obtain pricing proposals as needed and in accordance with District rules and State law.
- 3) Prepare RFPs for services needed, including, when requested, preparation of specifications and bid documents for various professional, construction, and maintenance services.

### **Investment Services**

- 1) All investments shall be made pursuant to applicable law and policies approved by the Board of Supervisors.
- 2) Recommend investment policies and procedures pursuant to State law.
- 3) Provide for investment of funds per approved policies.

### **Risk Management**

- 1) Prepare and follow risk management policies and procedures.
- 2) Recommend and advise the Board of the appropriate amounts and types of insurance and be responsible for procuring all necessary insurance.
- 3) Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
- 4) Review insurance policies and coverage amounts of District vendors.

### **III. Ancillary Services**

The Administrator may develop additional tools and programs, as may be appropriate, to facilitate interest and participation in the Program. Administrator will only provide such ancillary services with the advance approval of the Authority, such approval not to be unreasonably withheld. Such ancillary services currently offered by Administrator include development and administration of a green business certification and marketing program for businesses (including those that do not utilize the financing program). Examples of future ancillary services may include, but are not necessarily limited to: workforce or energy auditor training programs; an online marketplace of green technologies (such as those used in Qualifying Improvements); a carbon-offset / environmental attribute and marketing program that helps participating property owners lower their environmental impact through a purchase of offsets or environmental attributes or earn a fee for the sale of carbon offsets or environmental attributes that they may own and wish to sell; a rewards program; or any other program or service that furthers the broad goals of the Program.

### **IV. Fee Schedule**

The Administrator shall be entitled to impose and collect fees and charges intended to sustain the operation of the Program in accordance with prudent financial management standards. Such fees shall include (i) community opt-in fees; (ii) finance program closing fees; and (iii) ongoing finance program administration fees. From time to time the Authority and the Administrator will evaluate the Program fees to ensure that the Program is priced to be competitive in the marketplace. The initial Schedule of Fees is as set forth in Schedule 1.

## **Schedule 1**

### **Fee Schedule**

Fees shall be as set forth in the Program Handbooks, including the Non-Residential PACE Program Handbook and/or the Residential PACE Program Handbook, as may be adopted and amended by the Florida Green Finance Authority from time to time.

## **EXHIBIT B**

### **CURRENT LIST OF SUBCONTRACTORS & LICENSES**

#### **Current List of Subcontractors**

Erin L. Deady, P.A.  
Special District Services, Inc.  
Demeter Power Group, Inc.  
Renovate America

#### **Current List of Licenses**

Demeter Power Group, Inc. d/b/a Demeter Fund (PACE3P®)  
Green Bureau, LLC (web-based sustainability tool)

**EXHIBIT I**  
**FGFA ADDENDUM**

**ADDENDUM #1 TO AMENDED AND RESTATED  
FLORIDA GREEN ENERGY WORKS PROGRAM  
ADMINISTRATION SERVICES AGREEMENT**

This Addendum #1 to the Amended and Restated Florida Green Energy Works Program Administration Services Agreement (this "Addendum") is made and entered into as of the 3rd day of September, 2015 (the "Addendum Effective Date"), by and between by and between the Florida Green Finance Authority ("Authority") and EcoCity Partners, L3C, a Vermont low-profit limited liability company ("Administrator") (Authority and Administrator are referred to herein collectively as the "Parties" and singly as a "Party").

**WHEREAS**, the Town of Lantana and Administrator originally entered into that certain Florida Clean Energy and Climate Commission Grant Agreement #ARS053 dated July 26, 2011 (the "Grant Agreement"), which was assigned by the Town of Lantana to the Authority, and assumed from the Town of Lantana by the Authority, and amended by that certain Florida Green Energy Works Program Agreement and Addendum to Grant Agreement dated as of April 2, 2012, as further amended by Addendum #2 on April 17, 2012, and as further amended by Addendum #3 on April 22, 2013, and as further amended and restated by that certain Amended and Restated Florida Green Energy Works Program Administration Services Agreement on June 1, 2015 (the "Agreement"); and

**WHEREAS**, the parties hereto agree that the Agreement is amended as stated herein and that this Addendum shall be incorporated into the Agreement and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Within Exhibit A, a new Article III shall be inserted and existing Article III. (Ancillary Services) shall become new Article IV. and existing Article IV. (Fee Schedule) shall become new Article V., which new Article III. shall state as follows:

**III. Bond Placement Services and Issuance of Asset-Backed Securities.**

Administrator will work in good faith to promote a competitive marketplace for PACE financing, including through the issuance of one or more series of revenue bonds (each such series of bonds referred to as a "Series") secured by voluntary contractual assessments levied on commercial and residential real estate parcels (as such term is defined in the Program Handbook), pursuant to a master indenture, as supplemented by one or more supplemental indentures authorized by a resolution and to be designated as the "Florida Green Finance Authority Special Assessment Revenue Bonds" (the "Bonds").

With prior approval from the Authority, the Administrator may assign to a third party the authority to close and fund the acquisition of Bonds. The Administrator (including its subcontractors and affiliates) shall have and retain the right to purchase the Bonds through a bond purchase agreement. The bond purchase agreement between the Authority and the Investor specifies the terms, conditions and prices of the Bonds.

From time to time, a purchaser of Florida Green Finance Authority Special Assessment Revenue Bonds may elect at its own expense to securitize its interest in Bonds and sell such securities to the investment community or sell the Bonds. All fees and costs associated with purchaser's issuance of asset-backed securities or selling the Bonds, including costs of issuance and annual disclosure costs, will be borne by the purchaser(s).

2. Capitalized terms not otherwise defined in this Addendum shall have the same meaning as set forth in the Agreement. This Addendum may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures. Any provision not specifically modified by this Addendum shall remain in full force and effect.



IN WITNESS WHEREOF, the undersigned have executed this Addendum #1 to the Amended and Restated Florida Green Energy Works Program Administration Services Agreement as of the Addendum Effective Date.

THE FLORIDA GREEN FINANCE AUTHORITY

By: *David B. Thatcher*

Name: *David B. Thatcher*

Title: *Chairman*

ECOCITY PARTNERS, L3C, a Vermont low-profit  
limited liability company

By: *Michael Wallender*

Name: *Michael Wallender*


Title: *Principal*



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**From:** William Alonso, City Manager 

**Subject:** Atlantic Golf Management Letter of Interest in Managing the Miami Springs Golf and Country Club Operation

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The City has received the attached letter of interest (attachment A) from Mr. Chip Smith, President of Atlantic Golf Management, whereby they propose to take over the operations of the golf course under a management agreement that provides for them to assume all profit and loss risks from the operation. I am also including a copy of their current contract with the City of Myrtle Beach (attachment B) as well as a newspaper article recently published about the first year results at Whispering Pines Golf Club (attachment C).

Mr. Chip Smith is here tonight to do a presentation to Council of who they are and what their business plan is for the City's golf operation.

Since we are currently working on an RFP for the food & beverage operation, the Administration requests Council guidance on whether we should amend the RFP to include any proposals for the operation of the entire operation. The RFP would request proposals for 1) operation of both the golf and food & beverage operations, 2) Food and beverage only and 3) golf operation only.

Attachment A

August 31, 2016

Mr. William Alonso  
City Manager  
City of Miami Springs

Dear Mr. Alonso:

Please let this document serve as a letter of interest for operating Miami Springs Golf & Country Club, from Atlantic Golf Management. As I stated in our meeting, we have been owning or operating golf courses for over 25 years and we are very confident that we can provide the City of Miami Spring and its citizens a golf course that everyone can be proud of. Atlantic Golf Management has a history of taking courses that have traditionally not been profitable and not only making them show a profit, but also dramatically upgrading the course conditions.

I did leave you a copy of our proposed contract. It will need some details completed by your legal team, but it is simple and covers all of the important aspects. The contract states that Atlantic Golf Management will cover any losses associated with the operations and will pay Miami Springs a portion of the gross sales over an agreed upon breakeven amount. It also states that Atlantic Golf will invest dollars into capital improvements. And, finally, it has clauses that allow for City inspections and termination if the City is not pleased with conditions or operations.

I will provide a detailed plan to you and Council and be ready to present as early as your next Council meeting.

Thank you again for the opportunity,

Chip Smith  
President  
Atlantic Golf Management

## Attachment B

### Concession Agreement

This Concession Agreement, hereinafter referred to as the Agreement is made and entered into this 30<sup>th</sup> day of October, 2014, between the City of Myrtle Beach (City) and Atlantic Golf Management (Concessionaire).

Witnesseth:

Whereas, the City took fee title to certain lands totaling 212.61 acres, more or less, from the United States of America, hereinafter referred to as the USA, as surplus property, known as Whispering Pines Golf Course. On August 17, 2001 the City received 194.28 acres *via* Quitclaim Deed as shown in Exhibit A ("2001 Deed"). On February 6, 2006 the City received the remaining 18.33 acres *via* Quitclaim Deed as shown in Exhibit B ("2006 Deed"). Together, these deeds of conveyance (hereinafter collectively "Deed") conveyed title to the City of surplus lands in the amount of s 212.61 acres; and

Whereas, Condition No. 4 of the 2001 Deed (Exhibit A) provides that the City shall not sell, lease, assign or otherwise dispose of the premises, except to another eligible government agency. However, nothing in this provision shall preclude the City from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is provided in writing by the Secretary of the Interior or his/her delegated representative, National Park Service (NPS); and

Whereas, the City and Concessionaire desire to enter into an agreement for the Concessionaire to provide operation and maintenance services for Whispering Pines Golf Course and continue to provide a recreational golf facility with recreational golf course amenities that currently exist; and

Whereas, the City is satisfied that the provision of operation and maintenance services for Whispering Pines Golf Course pursuant to a concession agreement with the Concessionaire is in the City's best interest; and

Whereas, this Agreement does not convey any ownership interest in or related to the land and improvements which comprise the Whispering Pines Golf Course (hereinafter "Property" or "Whispering Pines Golf Course" as context requires), and it is not to be construed as conveying

any ownership interest of the City to the Concessionaire in said Property, nor does this Agreement convey any lease or assigned rights to the Concessionaire in or related to the Property conveyed to the City by the Deed, except for such lease or rights expressly set forth in this Agreement.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Concessionaire to provide operation and maintenance services with recreation golf course amenities for Whispering Pines Golf Course upon the real Property described in Exhibit A and Exhibit B attached hereto and incorporated herein by this reference and located at Whispering Pines Golf Course.

1. Location: The City does hereby assign to the Concessionaire the operation and maintenance responsibilities for Whispering Pines Golf Course located on the Assigned Premises described in Exhibit A and Exhibit B. As provided for in the Deed restrictions, the Assigned Premises must continue to be used for public recreational purposes and, by this Agreement, the City assures the continued operation and maintenance of the Assigned Premises as a recreational golf course.
2. Use of Assigned Premises: (a) Concessionaire shall use, occupy and maintain the Assigned Premises in a business-like, careful, clean and non-hazardous manner for the sole purpose of operating and maintaining the Assigned Premises as Whispering Pines Golf Course. (b) Such use shall be considered Concessionaire's concession operation, hereinafter referred to Concession Operation. (c) Concessionaire shall conduct the Concession Operation in strict compliance with, and subject to all of the Deed restrictions, covenants, terms and provisions imposed by the Secretary on the Assigned Premises as set forth in Exhibit A and Exhibit B; (d) Written approval by the City and written concurrence by the Secretary shall be required for any other proposed use(s) in conjunction with or in addition to those specified in this Agreement.
3. Water Usage: (a) The irrigation system for the Property pumps water from a series of wells located on the Assigned Premises. The South Carolina Department of Health & Environmental Control (DHEC) requires an annual report on ground water usage showing the amount of water pumped for irrigation purposes. The City will continue to provide this annual report to DHEC and the

Concessionaire will provide to the City a monthly report showing the pump readings from the gauges provided at each well.

4. Golf Course Operations: (a) Whispering Pines Golf Course currently has six (6) full time City employees assigned to it. The Concessionaire agrees to abide by the "Transition Period Requirements for Existing Personnel" outlined in Exhibit C.
- (b) The City currently leases golf carts for use at Whispering Pines Golf Course from Yamaha Golf-Car Company and a copy of the lease is provided in Exhibit D. Upon effective date of this Agreement, the Concessionaire agrees to pay the cost of this lease as a part of the golf course operations required under this Agreement, the manner of payment to be determined by mutual consent of the Parties, until such time as the lease is assigned from the City to the Concessionaire. In this regard, the Parties expect that the City and the Concessionaire will execute an assignment of this lease on or before January 1, 2015, with the express, written consent of the Yamaha Golf-Car Company. In the event that the expected assignment is not executed by the date mentioned above, the Concessionaire will continue to pay the cost of this lease until such time as an assignment is executed. Nothing in this Agreement obligates the City to pay the cost of the lease after effective date of this Agreement, and the Concessionaire agrees and understands that the City will have no obligation to do so absent execution of a valid assignment as contemplated herein.. (c) The City currently has a lease through John Deere Financial for eight (8) units of equipment used in the maintenance of the golf course and a copy of the lease is provided in Exhibit E. The Concessionaire agrees to pay the cost of this lease as a part of golf course operations and to work with John Deere Financial toward Concessionaire accepting assignment of this lease.
- (d) Concessionaire understands and accepts that the following events are scheduled for the Assigned Premises during calendar year 2014, and agrees that it will work with the City to ensure that these events will take place at the times and in the manner as planned by the City:

**2014 Junior Olympic Cross Country Championships:**

- Regional Meet – November 21-22 (Golf Course Closed)
- National Meet – December 11-13 (Golf Course Closed)

(e) Concessionaire agrees and accepts that the City will have events in future years that may require use of or closure of the Golf Course. For any City events requiring the closure of the golf course, Concessionaire shall receive compensation

from the City based on the historic average revenue derived from the golf course operation for the day(s) closed. Concessionaire golf course personnel will be on site to provide any golf course related needs, such as Cross Country course layout, by the City and to protect the assets of the golf course/Concessionaire.

Assigned Premises Availability: The Assigned Premises will continue to be operated as a recreational golf course and the hours of operation will continue as it has been. The golf course is generally available seven days a week, fifty-two weeks per year subject to weather conditions and minimal holiday closings.

5. Personal Property: (a) In furtherance of the objectives of this Agreement, Concessionaire shall have the use of certain personal property owned by the City, which shall be maintained in good working condition, subject to reasonable wear and tear. A list of personal property covered by this section is provided as Exhibit F. Upon completion/termination of this Agreement, all items listed in Exhibit F shall be accounted for and returned to the City. During the course of this Agreement any damage to personal property shall be reported to the City within a reasonable time of when the damage occurs. From time to time, the City and the Concessionaire may agree to dispose of an item of personal property and the item will be removed from the list provided in Exhibit F. (b) Immediately upon execution of this Agreement, the City and the Concessionaire will conduct an inventory of the Pro Shop and Snack Bar to determine the value of all items in inventory. Concessionaire shall pay to the City the value of this inventory and take title, possession and control of the inventory.
6. Term: The initial term of this Agreement shall be for five (5) years beginning October 31, 2014 and ending October 30, 2019. The effective date of this Agreement shall be October 31, 2014.
7. Renewal: Concessionaire shall have an option to renew this Agreement for an additional five (5) year term upon conditions to be mutually agreed upon at that time. Any agreement reached by the City and Concessionaire for renewal of this Agreement shall be subject to the written approval of the Secretary. Any renewal of the Agreement shall require Concessionaire to comply with all of the terms and conditions in the Deed and this Agreement, specifically including but not limited to paragraph 2 (c) herein.

In order to exercise this renewal option, Concessionaire shall notify the City of its intent to renew in writing at least one hundred eighty (180) days prior to the end of this Agreement. Concessionaire and City may negotiate changes to this Agreement at that time.

8. Concession Payments: Concessionaire will pay to the City three and one-half percent (3 ½ %) of gross revenue generated by the operation and maintenance of the Assigned Premises when annual gross revenue exceeds \$1,100,000.00. (For example: Gross Revenue of \$1,150,000.00 will require a payment of \$40, 250.00) When payment is required, it shall be due at the end of the budget year which is June 30.
9. Concessionaire's Records and Documents: With respect to all matters covered by the Agreement, Concessionaire's records and documents shall be subject at all times to inspection review or audit by the City. Concessionaire will supply the City with any documentation that may be needed by the City to file required compliance reports to the Secretary. Concessionaire will set up all financial records to reflect a July 1 to June 30 Budget Year. Concessionaire will assist City in complying with applicable Record Retention requirements and unless specifically exempted or otherwise noted, all records shall be maintained for a period of five (5) years.
10. Operations and Maintenance: Concessionaire shall at all times maintain the Assigned Premises in a condition acceptable to the City. The standard by which the City will evaluate the condition of the Assigned Premises will be based on quality of the golf course. If deteriorating conditions are found to exist, Concessionaire will be given notice and a right to cure. In establishing tee times, local residents will be given special consideration. Local resident tee times shall be reserved each day to ensure availability. These tee times should not be released for non-resident play until 72-hours in advance. The number of tee times reserved shall be based on historical information.
11. Licenses and Permits: All licenses and permits necessary to conduct the golf course operation and associated activities on the Assigned Premises shall be the responsibility of the Concessionaire and must be obtained before operation can begin. This shall include a City Business License, SC State Sales Tax, Admissions Tax, Hospitality Fee for Horry County and Hospitality Fee for the City of Myrtle



Beach. For alcohol sales, Concessionaire shall obtain the required ABC Permits from the State. All licenses are subject to Code of Enforcement for safety, health, building codes and fire inspections.

12. Operating Expenses and Utilities: All operating expenses to include utilities shall be the responsibility of the Concessionaire. All utility accounts shall be in the name of the Concessionaire.

13. Non-discrimination: City and Concessionaire agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program or activity on or related to the previously described property, including, but not limited to:

All requirements imposed by or pursuant to the non-discrimination regulations of the U. S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-1), which prohibits discrimination on the basis of race, color or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individuals shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of or be subject to discrimination under any program or activity receiving Federal financial assistance.

14. Historic Properties. This section is non-applicable.

15. Alterations and Improvements: Concessionaire may not make alterations or improvements to the Assigned Premises without the written consent of the City Manager representing the City. Such written consent will not be unreasonably withheld or delayed. Any alterations or improvements are subject to review, approval and permitting by the City. The City will also provide inspections for the alterations or improvements. A Capital Improvement Program is established in Exhibit G. All alterations and improvements to the Assigned Premises become the property of the City.
16. Concessionaire acknowledges that the Property, including specifically the Assigned Premises, is subject to the possibility of reversion back to the United States without compensation being paid to the Concessionaire should there be a material breach of noncompliance by the City or the Concessionaire for not adhering to the Deed covenants, restrictions and agreements set forth in Exhibit A and Exhibit B.
17. Maintenance and Repair: The Concessionaire shall, at its sole cost and expense, maintain the Assigned Premises in good condition and perform such repairs that become necessary from time to time during the term of this Agreement and any renewals hereof as set forth herein.
18. Inspection of Assigned Premises: Concessionaire shall allow the City Manager representing the City, or his designee and/or the Secretary's designated representative, herein the NPS, at any and all reasonable times to inspect the Assigned Premises, including any improvements thereon.
19. Indemnity: Concessionaire hereby expressly agrees to indemnify, save and hold harmless, and defend the City and the United States against all fines, claims, damages, liens, losses, judgments and expenses arising out of, or from any act or omission by the Concessionaire and its representatives, agents, employees or any others in or on the Assigned Premises or the Property on the Concessionaire's behalf.
20. Insurance: Insurance requirements are fully set forth in Exhibit H.

21. Assignment and Subletting: Concessionaire shall not assign this Agreement or any interest therein, nor let or sublet the said Assigned Premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of Agreement by the City or possible reversion by the United States.

22. Amendment to Concession Agreement: This Agreement contains all the terms and conditions between the parties, and no alteration, amendment, or addition hereto shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her designated representative, NPS.

23. Laws and Regulations: Concessionaire is aware of and agrees that it will use the Assigned Premises so as to conform with deeded environmental and usage controls and not violate any laws, regulations and/or requirements of the United States of America and/or State of South Carolina and/or any ordinance, rule or regulation of the City now or hereafter made, relating to the use of the Assigned Premises.

24. Signage and Advertising: Concessionaire shall place no sign or advertisement upon any location of the Assigned Premises unless prior written approval has been granted by the City Manager or his/her designee representing the City and the City Manager shall have the right, without first notifying Concessionaire, to remove at the expense of the Concessionaire, any sign or signs that may be erected without prior approval. Concessionaire shall have the right to use the Whispering Pines Golf Course logo for advertising purposes as well as displaying on products for sale such as tee shirts, hats, golf balls, etc. However, any use of the City Seal for any purpose must have the approval of the City Council.

25. Surrender and Waste: Concessionaire agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the Assigned Premises to the City in as good or better condition as they were in at the time of execution of this Agreement, ordinary wear excepted.

Concessionaire further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Assigned Premises, and that upon termination of this Agreement for any reason, Concessionaire shall remove any of its personal property, not listed in Exhibit F or otherwise belonging to the City, within 15 days of such termination.

26. Liens: Concessionaire shall keep the Assigned Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Concessionaire during the term of this Agreement or any extension or renewal thereof.
27. Waiver: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of the Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and not one of them, whether exercised by said party or not, shall be deemed to be exclusion of any other.
28. Termination: This Agreement shall terminate automatically upon the occurrence of any one or more of the following events:
- a. The City unilaterally terminates the Agreement upon 90 days written notice for any cause whatsoever and specifying the date of termination.
  - b. Concessionaire materially violates any provision of the Agreement.
  - c. The expiration of the term of this Agreement or any renewal thereof.
  - d. Concessionaire demonstrates golf course operation is not economically viable.

29. No Conveyance: Nothing in this Agreement conveys, or shall be construed as conveying, any estate or interest in the Assigned Premises, on in any of the Property described in Exhibit A, Exhibit B or Exhibit F in this Agreement, from the City to the Concessionaire, nor does this Agreement surrender absolute control over and possession of the Assigned Premises to the Concessionaire. The City, by this Agreement, conveys, and the Concessionaire, by this Agreement, receives only such authority as is set forth in this Agreement, and that may be necessary and appropriate to use the Assigned Premises in a manner that is consistent with the Concession Operation specified herein.

30. Acknowledgement: This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the Deed from the United States of America to the City, dated August 17, 2001, and recorded at Horry County Registry of Deeds/Clerks Office at Book 2420, Page 740 (Exhibit A), the Deed from the United States of America to the City, dated February 6, 2006, and recorded at Horry County Registry of Deeds/Clerks Office at Book 3048, Page 1247 Exhibit B) and the current Program of Utilization which governs the use of the Assigned Premises. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion, and termination of this Agreement. In the event of a reversion as described in this paragraph, Concessionaire-owned personal and property associated with the Assigned Premises, may be subject to seizure, without compensation, by the United States.

31. Notices: Any notice by either party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follows:

City: City Manager  
City of Myrtle Beach  
P. O. Box 2468  
Myrtle Beach, SC 29578

Concessionaire: John F. Smith III  
Atlantic Golf Management  
26 Highwood Circle  
Murrells Inlet SC 29576

Other addresses may be established as the parties hereto may designate by written notice to the other party and delivered in accordance with the provisions of this paragraph.

Signature Page Follows

IN WITNESS WHEREOF, the City has authorized its City Manager, representing the City, to sign this Agreement and Concessionaire has approved the Agreement and signed as of the date first noted above.

WITNESS:

E. Randall Anderson  
Local 11 Prover

CITY OF MYRTLE BEACH (OWNER)

By: Thomas E. Leath

Thomas E. Leath

City Manager

P. O. Box 2468

Myrtle Beach, SC 29526

WITNESS:

E. Randall Anderson  
Local 11 Prover

CONCESSIONAIRE

By: John F. Smith III

John F. Smith III

Owner

Atlantic Golf Management

26 Highwood Circle

Murrells Inlet, SC 29576

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

On this 30<sup>th</sup> day of OCTOBER, 2014 E. RONALD ANDREWS personally appeared before me and saw the within THOMAS E. LEATH, representing the City of Myrtle Beach, known to be the person described in the foregoing instrument and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Joan Shawe  
Notary Public  
My Commission Expires: 2-20-23

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

On this 30<sup>th</sup> day of OCTOBER, 2014 E. RONALD ANDREWS personally appeared before me and saw the within JOHN F. SMITH III, representing the Concessionaire, known to be the person described in the foregoing instrument and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Gary J. Poch  
Notary Public  
My Commission Expires: 5-26-16



BY ALAN BLONDIN

ablondin@thesunnews.com

Approaching two years since the city of Myrtle Beach surrendered management of the city-owned Whispering Pines Golf Club through a concessionaire agreement, the arrangement has reportedly been a resounding success.

When Atlantic Golf Management took over management of the course on Oct. 31, 2014, city officials reported that it had been operating at an average loss of about \$250,000 a year over the previous four years.

With its first full fiscal year complete under the arrangement from July 1, 2015 to June 30, 2016, Atlantic Golf Management owner Chip Smith gave an encouraging report to the city council last week.

Smith said the course is on pace to play 50,000 rounds in 2016 – a number that harkens back to the glory days of golf in the 1990s and would put it at or near the top of rounds played at courses on the Grand Strand – and he made a payment of more than \$52,500 to the city per terms of the agreement.

“Council couldn’t be more pleased with what Mr. Smith has done,” city councilman Phil Render said. “A year or two ago we were very close to closing that golf course. I think the overall thought is Whispering Pines provides an affordable option for both city and county residents to play an affordable community golf course, and we did not want that opportunity to slip away from us.

“... For the immediate future it’s a community asset we need to cultivate. We did not want to close it down but we could not weather those losses. We’re excited. Mr. Smith showed it can be done.”

which Atlantic Golf contributes to improvements and it is recommended that the city returns its profits to the course for a list of improvement projects.

Smith said the more than \$52,500 Atlantic Golf paid to the city was earned through the 3.5 percent of gross revenues and 10 percent of the practice range revenue. Atlantic Golf also has to contribute additional funds to capital improvements if gross revenue exceeds \$1 million.

The city council has an upcoming vote to appropriate its profits back into capital improvements. Smith said his company has spent \$114,000 on capital improvements and the city contributed to renovations to the clubhouse that included a new roof and cosmetic additions to the exterior, and heating and air improvements on the property.

Smith plans to rebuild outdated restrooms on the course, repair cart paths and upgrade the irrigation system in upcoming projects.

"I gave a number I spent on capital improvements which well exceeded my responsibilities," Smith said. "It's come a long way in terms of improvements of the facilities. When we came in for the pitch to get this, one of the things that we wanted to do was make this golf course something that the city could be proud of, and we certainly are proud of it on our end.

"Overall I'm very pleased and very proud to bring anybody out to that golf course, whereas a couple of years ago that wasn't the case."

The municipal course has retained 12 of the original city employees, Smith said, while some former employees chose to retire and at least one is working for the city in a different capacity. The success hasn't been without some struggles, as Atlantic Golf recently had to deal with the irrigation pond near the eighth hole nearly going dry. Water was pumped last week from other

retention ponds on the course so it again has full watering capabilities.

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# City-Owned Whispering Pines GC to be Operated by Atlantic Golf

By Brandi Shaffer | October 30th, 2014

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The Myrtle Beach, S.C., property will be under new management by October 31. Long range plans for the property include updates to the clubhouse and cart barn, and upgrading the irrigation system.

The city-owned Whispering Pines Golf Course in Myrtle Beach, S.C., will be operated by Atlantic Golf Management beginning on October 31 after Myrtle Beach City Council approved a concessionaire agreement, the Myrtle Beach-based *Sun News* reported.

Atlantic Golf owner Chip Smith said he has no plans to raise the rates. City Council selected Atlantic Golf from a field of seven firms who applied to operate the course, which C&RB reported on earlier this month ("Seven Firms Vie for Whispering Pines GC Management").

Smith said he has done some work on the course, mostly cleaning up the golf cart barn and clubhouse, but was waiting until the agreement was official before doing too much, the *News* reported.

The National Park Service recently approved the agreement between Myrtle Beach and Atlantic Golf. The park service had to approve the plan because the U.S. government gave the former Air Force base golf course to the city when the base closed in 1993. The course must be used for golf or other recreation and cannot be leased to another entity, the *News* reported.

Smith also has printed up some marketing materials to highlight the course's close proximity to Myrtle Beach International Airport. "A great way to start or end your Myrtle Beach vacation," reads a flier advertising the course.

"When you look at the flight schedule, it's hard to land and get to your hotel and play the same day," Smith said. "You lose a day. ... I'm working with beach bags and hotels to [spread the word]."

The concessionaire agreement allows a six-month transition period for the course's employees, where the city will pay the difference between the rate those working at Whispering Pines currently receive and the compensation that comparable private sector positions receive, the *News* reported.

The city pays Whispering Pines employees an average of \$14.72 per hour. Smith, who also owns TPC Myrtle Beach, pays \$9 per hour, assistant city manager Ron Andrews said. After the six months, employees can inquire about working for Atlantic Golf or find employment elsewhere. There also may be opportunities for employees to find other positions within the city, the *News* reported.

There also are about 15 temporary employees working at Whispering Pines who had agreed to leave their positions when the transition is made, the *News* reported.

Smith said his longer-range plans for the course include updates to the clubhouse and the cart barn, as well as upgrading the irrigation system. Andrews also said that Smith plans to continue whatever loyalty programs are currently offered at the course, the *News* reported.

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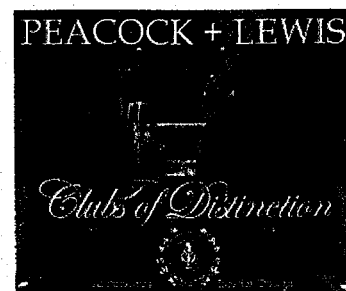
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## About the Author



**Brandi Shaffer**

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"He's not going to discontinue anything immediately," Andrews said. "Whatever we have done as a city, he'll continue to honor. And if he doesn't [customers], can come to me and I'll deal with it."

Additionally, Atlantic Golf will pay the city 3.5 percent of gross revenues once the course makes more than \$1.1 million. City officials say the course has operated at a loss of about \$250,000 a year for the past four years. Andrews said the city had been spending about \$1.1 million annually to maintain and operate the course, the *News* reported.

The agreement also establishes a capital improvement program where Atlantic Golf will contribute money to the city annually if the course makes more than \$1 million in gross revenue. The city will set that money aside to be used for a list of projects for improvement, with the first being the replacement or improvement of the existing clubhouse, the *News* reported.

City Council also approved an agreement Tuesday with Atlantic Golf to operate and maintain the driving range adjacent to the golf course. The city has leased the driving range from Horry County for \$22,700 a year. Atlantic Golf will reimburse that cost as well as pay the city 10 percent of any revenue exceeding \$22,700, the *News* reported.

Browse Similar Articles by Subject: Atlantic Golf Management, Chip Smith, Myrtle Beach S. C., National Park Service, Ron Andrews, Whispering Pines Golf Course Show All

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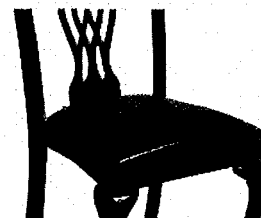
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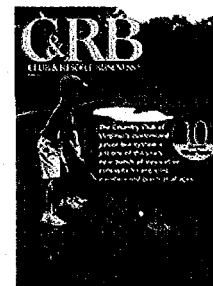
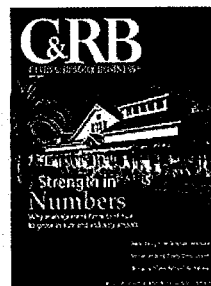
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# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**From:** William Alonso, City Manager 

**Subject:** Establishment of Cannabis Dispensaries within the City of Miami Springs

---

On June 16, 2014, Governor Rick Scott signed the Compassionate Medical Cannabis Act of 2014. This law allows the establishment of “dispensing facilities” within the state of Florida.

At this time, the City of Miami Springs has not addressed the locations where these facilities can be placed within its zoning laws. The City has two options at this time; First, we can place a six month moratorium on the opening of these facilities while we research and evaluate the best districts within the City to allow these facilities to operate, or Second, we can prepare an Ordinance for the next meeting specifying where within the City these facilities will be allowed.

We are attaching a copy of the moratorium passed by the City of Orlando for the establishing of Cannabis Dispensaries within their city limits. The purpose of this moratorium is to allow the City Planner and the Administration to research the most suitable area within the City to allow this activity and to address zoning issues accordingly.

We are also attaching a copy of the ordinance passed by the City of Juno Beach which provides locations, operating standards, and safety measures needed before a facility is opened,.

The Administration requests guidance from Council on which of the two options they would want to implement.

ORDINANCE NO. 2016-58

1 AN ORDINANCE OF THE CITY COUNCIL OF THE  
2 CITY OF ORLANDO, FLORIDA, RELATING TO  
3 CANNABIS DISPENSING FACILITIES;  
4 ADOPTING FINDINGS OF FACT; PROVIDING  
5 DEFINITIONS; IMPOSING A TEMPORARY  
6 MORATORIUM ON THE OPENING OF ANY NEW  
7 CANNABIS DISPENSING FACILITY AND ON THE  
8 EXPANSION OR RELOCATION OF ANY  
9 EXISTING CANNABIS DISPENSING FACILITY;  
10 DIRECTING THE PLANNING OFFICIAL TO  
11 RECOMMEND LAND DEVELOPMENT  
12 REGULATIONS FOR CANNABIS DISPENSING  
13 FACILITIES BY A DATE CERTAIN; PROVIDING  
14 FOR PENALTIES, SEVERABILITY, REPEAL OF  
15 CONFLICTING ORDINANCES, CORRECTION OF  
16 SCRIVENER'S ERRORS, AND AN EFFECTIVE  
17 DATE.  
18

19 **WHEREAS**, as provided in section 2(b), Article VIII of the Constitution of the  
20 State of Florida, and section 166.021(1), Florida Statutes, the City of Orlando, Florida  
21 (the "city"), a municipal corporation, enjoys all governmental, corporate, and proprietary  
22 powers necessary to conduct municipal government, perform municipal functions, and  
23 render municipal services, and may exercise any power for municipal purposes, except  
24 as expressly prohibited by law; and  
25

26 **WHEREAS**, as provided in section 166.021(3), Florida Statutes, the governing  
27 body of each municipality in the state has the power to enact legislation concerning any  
28 subject matter upon which the state legislature may act, except when expressly  
29 prohibited by law; and  
30

31 **WHEREAS**, on June 16, 2014, Governor Rick Scott approved CS/CS/SB 1030  
32 creating the Compassionate Medical Cannabis Act of 2014 (Chapter 2014-157, Laws of  
33 Florida; codified at section 381.986, Florida Statutes; hereinafter referred to as the  
34 "Compassionate Use Act"); and  
35

36 **WHEREAS**, the Compassionate Use Act legalized the cultivation, production,  
37 and dispensing of a low-THC derivative product of marijuana for "qualified patients"; and  
38

39 **WHEREAS**, under the Compassionate Use Act, "qualified patients" are patients  
40 suffering from cancer or a physical medical condition that chronically produces  
41 symptoms of seizures or severe and persistent muscle spasms (e.g., epilepsy or  
42 amyotrophic lateral sclerosis ("ALS")); and  
43

44 **WHEREAS**, the low-THC derivative product of marijuana legalized by the  
45 Compassionate Use Act is administered to patients as an oil or in capsule form, and is  
46 not smoked like traditional marijuana. The low-THC strain of cannabis and the oil

ORDINANCE NO. 2016-58

product are commonly referred to as "Charlotte's Web" (but is hereinafter referred to as "low-THC product"); and

**WHEREAS**, the Compassionate Use Act provides that physicians may only order low-THC product for qualified patients if he or she finds that "no other satisfactory alternative treatment option" is available; and

**WHEREAS**, the Compassionate Use Act is implemented by rule of the Florida Department of Health (the "department") under Chapter 64-4, Florida Administrative Code (the "compassionate use rules"); and

**WHEREAS**, the compassionate use rules went into effect on June 17, 2015, and among other things regulate the selection, licensing, and oversight of "dispensing organizations." A dispensing organization is "a nursery that meets the requirements of section 381.986(5)(b)1., Florida Statutes, including its contractual agents, which has been authorized by the department to cultivate, process and dispense low-THC cannabis" (Rule 64-4.001(10), Florida Administrative Code); and

**WHEREAS**, to date, the department has authorized 6 dispensing organizations throughout the state of Florida; and

**WHEREAS**, applications for dispensing organization approval were evaluated in part by the "accessibility of [their proposed] dispensing facilities, e.g., centrally located to several populated areas, located on a main roadway..." (Rule 64-4.002(2)(c)11.a., Florida Administrative Code). The state regulation also requires that applicants demonstrate "the ability to obtain zoning approval" (Rule 64-4.002(2)(c)3., Florida Administrative Code); and

**WHEREAS**, this requirement that applicants demonstrate ability to obtain zoning approval has resulted in a number of requests for a determination of how a dispensing organization's "dispensing facility" is categorized for purposes of the city's table of allowable [zoning] uses at Part1B, Chapter 58, Code of the City of Orlando, Florida (the "Orlando City Code"); and

**WHEREAS**, section 58.200, Orlando City Code, provides, in part, that "[i]n the event of uncertainty or where there is not a particular land use category listed anywhere in [Chapter 58] that corresponds with a use in question, then the use in the Chapter having the most similar characteristics, as determined by the zoning official, to the use in question shall apply"; and

**WHEREAS**, on June 18, 2015, the zoning official issued official determination LDC2015-00245 concluding that "'dispensing facilit[ies]' under the Compassionate Use Act [are] most similar to a 'Drug Store,' being defined by Chapter 66, Orlando City Code, as '[a] Light Retailing Use where the primary business is the filling of medical



ORDINANCE NO. 2016-58

prescriptions and the sale of drugs, medical devices, medical supplies and nonprescription medicines, but where non-medical convenience items may be sold as well"; and

**WHEREAS**, since this determination was issued, the Compassionate Use Act has been amended to legalize the cultivation, production, and dispensing of medical cannabis to eligible patients as defined by section 499.0295, Florida Statutes; and

**WHEREAS**, in November of this year, Florida voters will decide whether to amend the Florida Constitution to legalize the cultivation, production, and dispensing of medical cannabis for a broader population of eligible patients; and

**WHEREAS**, Florida laws relating to the cultivation, production, and dispensing of cannabis products are rapidly changing – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities; and

**WHEREAS**, the purpose of this ordinance is to place a temporary moratorium on the opening of certain new cannabis dispensing facilities, and on the expansion or relocation of certain existing cannabis dispensing facilities; and

**WHEREAS**, the Orlando City Council hereby finds that the temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the city the time reasonably necessary to investigate the impacts of cannabis dispensing facilities, and if necessary, to promulgate reasonable regulations relating to such establishments; and

**WHEREAS**, the Orlando City Council hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of cannabis dispensing facilities; and

**WHEREAS**, the Orlando City Council hereby finds that this ordinance is in the best interest of the public health, safety, and welfare; and

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF ORLANDO, FLORIDA:**

**SECTION 1. FINDINGS OF FACT.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

**SECTION 2. DEFINITIONS.** For the purposes of this ordinance, the following words, terms, and phrases, including their respective derivatives, have the following meanings:

## ORDINANCE NO. 2016-58

- 135 a. *Cannabis* means all parts of any plant of the genus *Cannabis*, whether  
136 growing or not; the seeds thereof; the resin extracted from any part of  
137 the plant; and every compound, manufacture, salt, derivative, mixture,  
138 or preparation of the plant or its seeds or resin.
- 139
- 140 b. *Cannabis dispensary* means an establishment where derivative  
141 product of the cannabis plant, except for low-THC cannabis, is  
142 dispensed at retail.
- 143
- 144 c. *Derivative product* means any form of cannabis suitable for routes of  
145 administration.
- 146
- 147 d. *Low-THC cannabis* means a plant of the genus *Cannabis*, the dried  
148 flowers of which contain 0.8 percent or less of tetrahydrocannabinol  
149 and more than 10 percent of cannabidiol weight for weight; the seeds  
150 thereof; the resin extracted from any part of such plant; or any  
151 compound, manufacture, salt, derivative, mixture, or preparation of  
152 such plant or its seed or resin that is dispensed only from a dispensing  
153 organization approved by the Florida Department of Health pursuant to  
154 section 381.986, Florida Statutes.
- 155
- 156 e. *Low-THC cannabis dispensary* means an establishment where low-  
157 THC cannabis is dispensed at retail.
- 158

159 **SECTION 3. TEMPORARY MORATORIUM.** Beginning on the effective date of  
160 this ordinance and continuing through December 31, 2016, or sooner if provided  
161 pursuant to section 4 of this ordinance, a moratorium is hereby imposed on the opening  
162 of new cannabis dispensaries and low-THC cannabis dispensaries and on the expansion  
163 or relocation of existing cannabis dispensaries and low-THC cannabis dispensaries.

164

- 165 a. During the moratorium, it is unlawful and a violation of this ordinance  
166 for any person, firm, or corporation to open or cause to be opened any  
167 cannabis dispensary or low-THC cannabis dispensary within the City of  
168 Orlando, except that low-THC cannabis dispensaries already approved  
169 by official determination of the city zoning official may open and  
170 conduct business in accordance with the official determination.
- 171
- 172 b. During the moratorium, it is unlawful and a violation of this ordinance  
173 for any person, firm, or corporation to relocate or cause to be relocated  
174 any cannabis dispensary or low-THC cannabis dispensary within the  
175 City of Orlando.
- 176
- 177 c. During the moratorium, it is unlawful and a violation of this ordinance  
178 for any person, firm, or corporation to expand or cause to be expanded

## ORDINANCE NO. 2016-58

any cannabis dispensary or low-THC cannabis dispensary within the City of Orlando. For purposes of this subsection, the term "expand" means to "enlarge the physical size of."

**SECTION 4. EXPIRATION OF THE TEMPORARY MORATORIUM.** The temporary moratorium imposed by section 3 of this ordinance expires as of the earliest of the following occurrences:

- a. January 1, 2017; or
- b. A date before January 1, 2017, if provided by ordinance of the Orlando City Council.

**SECTION 5. RECOMMENDATIONS FOR LAND DEVELOPMENT REGULATIONS.** The planning official is hereby directed to study, develop, and recommend land development regulations for cannabis dispensaries and low-THC cannabis dispensaries in the City of Orlando, with such recommendations being delivered to the Orlando City Council by no later than December 1, 2016.

**SECTION 6. PENALTIES.** Violations of this ordinance are punishable as provided by section 1.08, Code of the City of Orlando, Florida.

**SECTION 7. SEVERABILITY.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**SECTION 8. REPEAL.** All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the city or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

**SECTION 9. SCRIVENER'S ERROR.** The city attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

**SECTION 10. EFFECTIVE DATE.** This ordinance takes effect immediately upon adoption.

**DONE, THE FIRST READING,** by the City Council of the City of Orlando, Florida, at a regular meeting, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ORDINANCE NO. 2016-58

**DONE, THE PUBLIC NOTICE**, in a newspaper of general circulation in the City of Orlando, Florida, by the City Clerk of the City of Orlando, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DONE, THE SECOND READING, AND HEARING, AND ENACTED ON FINAL PASSAGE**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Orlando, Florida, at a regular meeting, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY THE MAYOR OF THE CITY OF  
ORLANDO, FLORIDA:

\_\_\_\_\_  
Mayor

ATTEST, BY THE CLERK OF THE  
CITY COUNCIL OF THE CITY OF  
ORLANDO, FLORIDA:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print Name

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Print Name

**\*\*[Remainder of page intentionally left blank.]\*\***

## Attachment B

## TOWN OF JUNO BEACH, FLORIDA

## ORDINANCE NO. 677

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING CHAPTER 34, "ZONING," OF THE TOWN CODE OF ORDINANCES TO REGULATE THE LOCATION OF MARIJUANA DISPENSARIES WITHIN THE TOWN; AMENDING ARTICLE I, "IN GENERAL," BY AMENDING SECTION 34-4, "DEFINITIONS;" AMENDING ARTICLE III, "DISTRICT REGULATIONS," DIVISION 22, "MEDICAL COMMERCIAL (MC) ZONING DISTRICT," BY AMENDING SECTION 34-853, "SPECIAL EXCEPTION USES;" AMENDING ARTICLE IV, "SUPPLEMENTAL REGULATIONS," DIVISION 1, "GENERALLY," BY ADOPTING A NEW SECTION 34-875, "MEDICAL MARIJUANA DISPENSARIES;" PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the State of Florida may, by referendum, legalize the dispensing of marijuana for medical purposes; and

WHEREAS, the Town Council of the Town of Juno Beach has determined that it is in the best interests of its residents and citizens to regulate the location of medical marijuana dispensaries in the event the State of Florida legalizes said dispensaries; and

WHEREAS, the Town Council has the duty and obligation to determine what uses are best suited for particular zoning designations within the Town; and

WHEREAS, the Town Council had determined that given the nature of the use and the potential impacts on the surrounding areas, medical marijuana dispensaries should only be located in the Medical Commercial (MC) Zoning District as a special exception use; and

WHEREAS, the Town's Planning and Zoning Board, as the Local Planning Agency, has conducted a public hearing on this Ordinance and provided its recommendation to the Town Council; and

WHEREAS, the Town Council has determined that adoption of this Ordinance is in the best interests of the general welfare of the Town of Juno Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

**Section 1.** The foregoing "Whereas" clauses are hereby ratified as true and confirmed and are incorporated herein.

**Section 2.** The Town Council hereby amends Article I "In General" of Chapter 34 "Zoning," of the Town Code of Ordinances by amending Section 34-4 to read as follows

Ordinance No. 677  
Page 2

(additional language underlined and deleted language ~~stricken through~~):

**ARTICLE I. IN GENERAL**

\* \* \*

**Sec. 34-4. Definitions.**

For the purposes of this chapter, the following terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural; and the plural the singular; the term "used for" shall include the meaning "designed for"; the term "structure" shall include the term "building"; the term "lot" shall include the terms "plot" and "tract"; the word "shall" is mandatory and not directory.

\* \* \*

Medical marijuana dispensary means a facility that is operated by an organization or entity holding all necessary licenses and permits from which marijuana, cannabis, cannabis-based products, or cannabis plants are cultivated, delivered, purchased, possessed, or dispensed for medical purposes and operated in accordance with all applicable laws, regulations, and ordinances.

\* \* \*

**Section 3.** The Town Council hereby amends Division 22, "Medical Commercial (MC) Zoning District," of Article III, "District Regulations," of Chapter 34, "Zoning," of the Town Code of Ordinances by amending Section 34-853 to read as follows (additional language underlined):

**ARTICLE III. DISTRICT REGULATIONS**

\* \* \*

**DIVISION 22. MEDICAL COMMERCIAL (MC) ZONING DISTRICT**

**Sec. 34-853. Special exception uses.**

Special exception uses in the Medical Commercial (MC) district are as follows:

\* \* \*

Ordinance No. 677  
Page 3

1  
2           **(12) Medical marijuana dispensaries (see section 34-875).**  
3

4           \* \* \*

5  
6           **Section 4.** The Town Council hereby amends Division 1, "Generally," of Article IV,  
7 "Supplemental Regulations," of Chapter 34, "Zoning," of the Town Code of Ordinances by  
8 adopting a new Section 34-875 to read as follows (additional language underlined):  
9

10                           **ARTICLE IV. SUPPLEMENTAL REGULATIONS**

11  
12   **DIVISION 1. GENERALLY**  
13

14           \* \* \*

15  
16  
17           **Sec. 34-875. Medical marijuana dispensaries.**  
18

19           In addition to all applicable laws, regulations and ordinances and any  
20 other requirements that may be imposed by the town council, any medical  
21 marijuana dispensary operating within the Town as a special exception shall  
22 comply with each of the following requirements:  
23

24           (a) *Loitering.* A medical marijuana dispensary shall provide  
25 adequate seating for its patrons and shall not allow its patrons to stand, sit  
26 (including in a parked car) or gather or loiter outside of the building in which  
27 the dispensary operates, including any parking areas, sidewalks or adjacent  
28 rights-of-way, for any period of time longer than reasonably required to  
29 arrive and depart. The dispensary shall post conspicuous signs on the  
30 building that no loitering is allowed on the property.  
31

32           (b) *Drive through service.* A medical marijuana dispensary shall  
33 not have a drive-through. All dispensing, payment and receipt of products  
34 shall occur inside the dispensary building.  
35

36           (c) *Vending or delivery service.* A medical marijuana dispensary  
37 shall not conduct any form of off-site delivery service, nor shall it utilize any  
38 type of vending machine for the dispensing of medical marijuana.  
39

40           (d) *On premises consumption.* No consumption of medical  
41 marijuana shall occur on the premises on which a medical marijuana  
42 dispensary is located, including the parking areas, sidewalks or adjacent  
43 rights-of-way.

Ordinance No. 677  
Page 4

1           (e) Alcoholic beverages. No consumption of alcohol shall occur  
2           on the premises on which a medical marijuana dispensary is located,  
3           including the parking areas, sidewalks or adjacent rights-of-way.

4  
5           (f) Outside display. There shall be no outside display of  
6           products, wares or merchandise.

7  
8           (g) Hours of operation. A medical marijuana dispensary shall  
9           only operate between the hours of 8:00 a.m. and 6:00 p.m., Monday through  
10          Friday, and between the hours of 8:00 a.m. and 12:00 p.m., on Saturday.

11  
12          (h) Other activities. Other than the processing and dispensing of  
13          medical marijuana as permitted by law, no dispensary shall sell, market,  
14          dispense, provide, exchange, or otherwise vend any other service or  
15          product, specifically including medical services and drug paraphernalia as  
16          defined by state law.

17  
18          (i) Security measures. A medical marijuana dispensary shall be  
19          equipped with:

20  
21               (1) a silent alarm that notifies the police department or a private  
22               security agency that a break in or robbery is occurring;

23  
24               (2) a security camera at each point of ingress and egress capable  
25               of recording and retrieving images that is operational during  
26               and after business hours; and

27  
28               (3) a drop safe or cash management device that provides  
29               minimum access to the dispensary's cash receipts.

30  
31          **Section 6.** The provisions of this ordinance shall become and be made a part of  
32          the Code of Ordinances of the Town of Juno Beach.

33  
34          **Section 7.** If any section or provision of this Ordinance or any portion thereof, any  
35          paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid,  
36          such decision shall not affect the validity of the remainder of this Ordinance.

37  
38          **Section 8.** All ordinances or parts of ordinances of the Town of Juno Beach,  
39          Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of such  
40          conflict.

41  
42          **Section 9.** This ordinance shall be effective immediately upon adoption.  
43



Ordinance No. 677  
Page 5

FIRST READING this 22<sup>nd</sup> day of October, 2014.

SECOND, FINAL READING AND ADOPTION this 18<sup>th</sup> day of November, 2014.

X

AYE

NAY

  
MORTON LEVINE, MAYOR

X

AYE

NAY

  
ELLEN ANDEL, VICE MAYOR

X

AYE

NAY

  
BILL GREENE, VICE MAYOR PRO TEM

X

AYE

NAY

  
JIM LYONS, COUNCILMEMBER

X


AYE

NAY

  
JASON HASELKORN, COUNCILMEMBER

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:



VANESSA M. DUNHAM  
TOWN CLERK



LEONARD G. RUBIN  
TOWN ATTORNEY

**The Palm Beach Post**  
**REAL NEWS STARTS HERE**

**Palm Beach Daily News**

**TOWN OF  
 JUNO BEACH, FLORIDA  
 NOTICE OF PROPOSED ZONING  
 CODE TEXT AMENDMENTS**

The Town Council of the Town of Juno Beach shall conduct public hearings on the following ordinances on first reading:

**ORDINANCE NO. 676**  
 AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING ARTICLE IV, SUPPLEMENTAL REGULATIONS, OF CHAPTER 94, "ZONING," OF THE TOWN CODE BY AMENDING SECTION 24-001, "LOCAL EXEMPTION RELATING TO FOOD SERVICE ESTABLISHMENTS TO ALLOW FOOD VENDING IN DESIGNATED OUTDOOR PORTIONS OF PUBLIC FOOD SERVICE ESTABLISHMENTS, PROVIDING FOR PERMIT REQUIREMENTS, PROVIDING FOR REGULATIONS, PROVIDING FOR ENFORCEMENT, PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**ORDINANCE NO. 677**  
 AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING CHAPTER 94, "ZONING," OF THE TOWN CODE OF ORDINANCES TO REGULATE THE LOCATION OF MARIJUANA DISPENSARIES WITHIN THE TOWN; AMENDING ARTICLE IV, "IN GENERAL," BY AMENDING SECTION 24-001, "DEFINITIONS," AMENDING ARTICLE III, "DISTRICT REGULATIONS," DIVISION 22, "MEDICAL COMMERCIAL (MC) ZONING DISTRICT," BY AMENDING SECTION 24-021, "SPECIAL EXCEPTIONS," AMENDING ARTICLE IV, "SUPPLEMENTAL REGULATIONS," BY AMENDING SECTION 24-001, "GENERAL," BY AMENDING SECTION 24-001, "MEDICAL MARIJUANA DISPENSARIES," PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

The public hearings will be held on Tuesday, October 22, 2014 at 5:30 p.m. at Juno Beach Town Center, 340 Ocean Drive, Juno Beach, Florida. All members of the public are invited to appear at the public hearings, which may be continued from time to time, and be heard with respect to these matters. A copy of each ordinance is on file at the Town Clerk's Office for inspection by members of the public.

If a person decides to appeal any decision made with respect to any matter considered at the subject meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Town Clerk's Office at 526-1122 at least 72 hours prior to the meeting date.

PUB: The Palm Beach Post  
 10-15/2014 #311669

Signed

*Tiffani Everett*  
*April D. Emberton*

Sworn to and subscribed before 10/15/2014.

Who is personally known to me.



APRIL D. EMBERTON  
 NOTARY PUBLIC  
 STATE OF OHIO  
 Comm. Expires  
 October 01, 2018

**TOWN OF JUNO BEACH PROOF OF PUBLICATION**  
**STATE OF FLORIDA COUNTY OF PALM BEACH**  
 Before the undersigned authority personally appeared Tiffani Everett, who on oath says that she is Call Center Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a Notice was published in said newspaper on First date of Publication 10/15/2014 and last date of Publication 10/15/2014 Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties.  
 ORDINANCE 676, 677 Ad ID: 616452 Ad Cost: 285.52

**Juno Beach, Florida Code of Ordinances Sec. 34-875**

CODE OF ORDINANCES Town of JUNO BEACH, FLORIDA Codified through Ordinance No. 679, adopted January 28,  
2015. (Supp. No. 18)

**Florida Municipal Codes > Florida > Juno Beach Code of Ordinances > PART II - CODE OF ORDINANCES > Chapter 34 - ZONING > ARTICLE IV. - SUPPLEMENTAL REGULATIONS > DIVISION 1. GENERALLY**

**§ Sec. 34-875 Medical marijuana dispensaries.**

---

In addition to all applicable laws, regulations and ordinances and any other requirements that may be imposed by the town council, any **medical marijuana** dispensary operating within the town as a special exception shall comply with each of the following requirements:

- (a) *Loitering.* A **medical marijuana** dispensary shall provide adequate seating for its patrons and shall not allow its patrons to stand, sit (including in a parked car) or gather or loiter outside of the building in which the dispensary operates, including any parking areas, sidewalks or adjacent rights-of-way, for any period of time longer than reasonably required to arrive and depart. The dispensary shall post conspicuous signs on the building that no loitering is allowed on the property.
- (b) *Drive through service.* A **medical marijuana** dispensary shall not have a drive-through. All dispensing, payment and receipt of products shall occur inside the dispensary building.
- (c) *Vending or delivery service.* A **medical marijuana** dispensary shall not conduct any form of off-site delivery service, nor shall it utilize any type of vending machine for the dispensing of **medical marijuana**.
- (d) *On premises consumption.* No consumption of **medical marijuana** shall occur on the premises on which a **medical marijuana** dispensary is located, including the parking areas, sidewalks or adjacent rights-of-way.
- (e) *Alcoholic beverages.* No consumption of alcohol shall occur on the premises on which a **medical marijuana** dispensary is located, including the parking areas, sidewalks or adjacent rights-of-way.
- (f) *Outside display.* There shall be no outside display of products, wares or merchandise.
- (g) *Hours of operation.* A **medical marijuana** dispensary shall only operate between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, and between the hours of 8:00 a.m. and 12:00 p.m., on Saturday.
- (h) *Other activities.* Other than the processing and dispensing of **medical marijuana** as permitted by law, no dispensary shall sell, market, dispense, provide, exchange, or otherwise vend any other service or product, specifically including medical services and drug paraphernalia as defined by state law.
- (i) *Security measures.* A **medical marijuana** dispensary shall be equipped with:
  - (1) A silent alarm that notifies the police department or a private security agency that a break in or robbery is occurring;
  - (2) A security camera at each point of ingress and egress capable of recording and retrieving images that is operational during and after business hours; and
  - (3) A drop safe or cash management device that provides minimum access to the dispensary's cash receipts.

**HISTORY NOTE:**

(Ord. No. 677, 4, 11-18-2014)

**Annotations**

## **Notes Applicable To Upper Hierarchy**

---

### **STATE LAW REFERENCE:**

Local Government Comprehensive Planning and Land Development Regulation Act, F.S. 163.3161 et seq.

Florida Municipal Codes

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**End of Document**



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

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

**Subject:** Reduction of Police Pension Contributions

**RECOMMENDATION:** Staff recommends that Council authorize the acceptance of the attached agreement with the Fraternal Order of Police (F.O.P) extending the 1/2% reduction in Police pension contributions for an additional one year beginning October 1, 2016 and ending September 30, 2017, as funds were budgeted in the FY16-17 budget .

**DISCUSSION:** The City executed a Memorandum of Understanding in March 2015 that reduced the Police Pension contribution from 16% to 15% for the one year period beginning April 1, 2016 and ending September 30, 2016. During our budget workshops, Council budgeted for the cost of extending this reduction for one year until Sept. 30, 2017. Our Labor Attorney, James Crosland, has spoken to Joe Puleo, F.O.P. Representative, and the F.O.P. has waived bargaining this issue, attached is the letter of agreement to be accepted by both parties. Under the current collective bargaining agreement the Police contribution rate was scheduled to go to 15.5% on October 1, 2017 for FY16-17.

**FISCAL IMPACT:** According to the Actuary the cost to the city is \$10,000.

**Submission Date and Time:** 9/2/2016 9:55 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: <u>William Alonso</u>	Dept./ Desc.: Account No.: <u>001-2001-521-22-02</u>
Prepared by: <u>William Alonso</u>	Procurement: _____	Additional Funding: <u>n/a</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u>William Alonso</u>	Amount previously approved: \$ <u>-0-</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Current request: \$ <u>10,000.00</u>
	Attorney: _____	Total vendor amount: \$ <u>10,000.00</u>

**CITY OF MIAMI SPRINGS  
AND  
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into, by, and between the CITY OF MIAMI SPRINGS ("CITY") and FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. ("FOP") this 1st day of October 2016, subject to valid ratification by the bargaining unit employees.

WHEREAS, bargaining unit employees are required to contribute a portion of their pay to the Police and Fireman Pension Plan ("Plan"); and

WHEREAS, the City and the FOP validly entered into a prior memorandum of understanding whereby that contribution was reduced to fifteen percent (15%) of pay solely for the period of October 12, 2015 through September 30, 2016; and

WHEREAS, the Parties have agreed to the terms of this MOU through collective bargaining;

NOW, THEREFORE, subject to ratification by the City Council and by valid vote of the bargaining unit, it is hereby agreed as follows:

1. The above representations are true and are incorporated by reference as if fully set forth here.

[THIS SPACE INTENTIONALLY BLANK]

2. Solely for the period of October 1, 2016 through September 30, 2017, bargaining unit employees will contribute fifteen percent (15%) of their pay to the Plan. It is specifically agreed and understood that the provisions of this MOU shall terminate September 30, 2017, pursuant to Article 33, Section 5 of the Collective Bargaining Agreement between the parties and, therefore, effective October 1, 2017, member contributions shall be determined in accordance with the cost sharing provisions in section 35-55(c) of the Plan.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives.

**CITY OF MIAMI SPRINGS**

**FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE,  
INC.**

\_\_\_\_\_  
William Alonso, City Manager

\_\_\_\_\_  
Joe Puleo, Staff Representative

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

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



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**Via:** William Alonso, City Manager

**From:** Tammy Romero, ACM

**Subject:** Approval of BB&T Bank as the City's financial institution effective October 1, 2017

**RECOMMENDATION:** Recommendation by Finance that Council award City RFP # 05-15-16 to BB&T Bank, the lowest responsible bidder and authorize the execution of an award contract for banking services as funds are to be approved in the FY16/17 Budget, pursuant to Section §31.11 (E)(1) of the City Code.

**DISCUSSION:** The City advertised Request for Proposal #05-15/16 for Banking Services on June 3rd of which 19 banks were notified of the opportunity to bid. On June 9th, the Banking institutions were required to attend a Mandatory Pre-Bid conference and 6 different banks were in attendance (Attachment "A"). On June 22nd, the City received 4 responses (Attachment "B") and all were considered responsive.

Responses were evaluated by Vicky Panoff, Procurement Specialist, (Attachment "C") based on banks service fees, proximity to the City, customer service and ratings, basis points and discounts offered. BB&T our current Banking institution for the last five years was considered the lowest responsive and responsible proposer. Contract will begin effective October 1st, 2016 if funding is approved in the FY16-17 Budget, otherwise there will be no fiscal impact to the budget.

**Submission Date and Time:** 8/31/2016 2:54 PM

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



**Mandatory Pre-Bid Meeting**  
**Request for Proposal #05-15/16**  
**Banking Services**  
**June 29th, 2016 at 9:30 A.M.**

Attachment A

Name:	Alexandra D'Alesio	Company:	BB&T
Address:	69 Westward Drive Miami Springs	Phone:	305 926 3098
		E-Mail:	cdalesio@bbandt.com
Name:	ANDRES ARISTIZABAL	Company:	BB&T
Address:	1200 BRETHER AVE, SUITE 11, MIAMI, FL, 33131	Phone:	973-980-8500
		E-Mail:	AARISTIZABAL@BBANDT.COM
Name:	Christina Camacho	Company:	Chase Bank
Address:	1450 Brickell Ave 33rd Floor Miami FL 33131	Phone:	786-343-7448
		E-Mail:	christina.g.camacho@chase.com
Name:	marcia x. Cleary	Company:	Citi bank
Address:	8750 Doral Blvd Doral FL	Phone:	305 470-6064
		E-Mail:	marcia.x.cleary@citi.com
Name:	Ivonne Laughlin Alfonso	Company:	Bank United
Address:	12905 N Kendall Drive 33186	Phone:	(305) 983-6829
		E-Mail:	ilaughlin-alfonso@bankunited.com
Name:	Ash Benzo	Company:	Bank United
Address:	7970 NW 36th St Miami FL 33166	Phone:	(305) 644-5145
		E-Mail:	abenzo@bankunited.com
Name:	Pamela Runkalawan	Company:	TD Bank
Address:	5900 N. Andrews Ave 2nd Ft Lauderdale	Phone:	954-233-2064
		E-Mail:	pamela.runkalawan@td.com

**Mandatory Pre-Bid Meeting**  
**Request for Proposal #05-15/16**  
**Banking Services**  
**June 22nd, 2016 at 9:30 A.M.**

Name: Ben Suarez	Company: TOBANK	
Address:	Phone:	E-Mail: Ben.Suarez@TD.com
Name: Lourdes Lima	Company: City National Bank	
Address: Cathy Rincon	Phone:	E-Mail: lourdes.lima@citynational.com
Name:	Company:	
Address:	Phone:	E-Mail:
Name:	Company:	
Address:	Phone:	E-Mail:
Name:	Company:	
Address:	Phone:	E-Mail:
Name:	Company:	
Address:	Phone:	E-Mail:
Name:	Company:	
Address:	Phone:	E-Mail:

Bid Opening  
RFP# 05-15/16  
BANKING SERVICES

Attachment B

Opened June 22nd, 2016 at 2:30 P.M.

VENDOR NAME

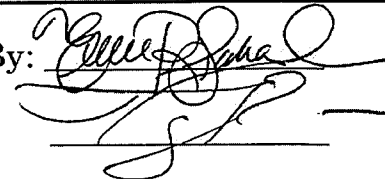
Bank United

BB&T

TD Bank

Chase

Witnessed By:





**CITY OF MIAMI SPRINGS  
INTEROFFICE MEMO**

---

***Purchasing Department***

**TO: William Alonso, City Manager**

**FROM: Vicky Panoff, Procurement**

**DATE: August 19, 2016**

---

**RE: Banking Services RFP #05-15-16**

---

**Recommendation: BB&T**

- BB&T has maintained a premium level of service to the City of Miami Springs for the last 5 years and provided the most comprehensive bid to meet the City's needs with the same level of service.
- Proposed earnings credit rate of .75% guaranteed for the next three years, not offered by any other bidder. Those earnings will cover all banking fees incurred.
- All standard banking fees (included ones not bid) will receive a 45% discount.
- No requirement to change computerized system for bank processing. BB&T is already integrated with our Sungard system.
- Provided the most recent compliance information with a rating of Outstanding in 2015.
- Proximity to City Hall is within two city blocks; all other competitive bidders would require cash deposits by a uniformed police officer to be done outside of the City limits.

**Banking Services RFP #05-15/16**

Name of Bidder									
Service Description	Estimated Monthly Volume	BB&T		BankUnited		TD Bank		CHASE	
		Per Item	Total	Per Item	Total	Per Item	Total	Per Item	Total
Compensating Balance			\$1.5M		\$1.98M		\$1.5M		\$1.9-\$2.1M
<b>GENERAL SERVICES</b>									
Checks Paid	573	\$0.10	\$57.30	\$0.10	\$57.30	\$0.06	\$34.38	\$0.20	\$114.60
Credits Posted	63	\$0.44	\$27.72	\$0.50	\$31.50	\$0.06	\$3.78	\$0.00	\$0.00
Checks returned W/Statements	0	\$2.75	\$0.00		\$0.00		\$0.00		\$0.00
BR-Cash Deposit Fee	450	\$0.10	\$47.03	\$0.03	\$11.25		\$0.00		\$0.00
Multiple Statements	4	\$2.75	\$11.00		\$0.00		\$0.00	\$0.00	\$0.01
BR-Nonstandard Cash Process Surcharge		\$0.10	\$0.00		\$0.00		\$0.00	\$7.00	\$0.00
Account Maintenance	4	\$11.00	\$44.00	\$5.00	\$20.00	\$5.00	\$20.00	\$5.00	\$20.00
Non Depositor Check Cashing Fee	3	\$0.00	\$0.00	\$0.00	\$0.00	\$8.75	\$26.25	\$20.00	\$60.00
Master Account Maintenance	1	\$24.75	\$24.75	\$10.00	\$10.00	\$15.00	\$15.00	\$9.00	\$9.00
Sub Account Maintenance	2	\$13.75	\$27.50	\$5.00	\$10.00	\$10.00	\$20.00	\$0.25	\$0.50
Deposited Items	442	\$0.07	\$30.94	\$0.10	\$44.20	\$0.06	\$26.52		\$10.00
Deposit Corrections	1	\$4.13	\$4.13	\$5.00	\$5.00		\$0.00	\$34.00	\$34.00
Overdraft Fee	0	\$36.00	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00		\$34.00
NSF Charge	0	\$36.00	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00		\$0.00
<b>GENERAL SERVICES TOTAL</b>			\$274.37		\$189.25		\$145.93		\$282.11
<b>RETURNS</b>									
Deposited Items Charged Back	1	\$6.60	\$6.60	\$10.00	\$10.00	\$5.00	\$5.00	\$3.00	\$3.00
Re-deposited Items	2	\$11.00	\$22.00	\$4.00	\$8.00	\$5.00	\$10.00		\$0.00
Returns Special Instruction-complex	1	\$5.50	\$5.50	\$5.00	\$5.00		\$0.00	\$10.00	\$10.00
Telephone Notification Maintenance	0		\$0.00				\$0.00		\$0.00
			\$0.00				\$0.00		\$0.00
<b>RETURNS TOTAL</b>			\$34.10		\$23.00		\$15.00		\$13.00

<b>ACH</b>									
Misc Items Paid	66	\$0.10	\$6.60	\$0.10	\$6.60	\$0.22	\$14.52		\$0.00
File Processed	4	\$6.60	\$26.40	\$5.00	\$20.00	\$5.00	\$20.00	\$0.20	\$0.80
Deposits	152	\$0.07	\$10.64	\$0.10	\$15.20	\$0.22	\$33.44		\$0.00
Maintenance	2	\$24.75	\$49.50	\$20.00	\$40.00	\$30.00	\$60.00	\$5.00	\$10.00
ACH Returns	1	\$3.30	\$3.30	\$3.00	\$3.00	\$5.50	\$5.50	\$10.00	\$10.00
ACH Positive Pay-Maintenance	4	\$13.75	\$55.00	\$10.00	\$40.00	\$10.00	\$40.00		\$0.00
ACH-WC Plus Single Item	41	\$0.08	\$3.28	\$0.10	\$4.10	\$0.14	\$5.74	\$0.08	\$3.28
ACH Originated-Items-PPD Debit	44	\$0.08	\$3.52	\$0.10	\$4.40	\$0.14	\$6.16	\$0.08	\$3.52
ACH Originated-Items-PPD Credit	798	\$0.08	\$63.84	\$0.10	\$79.80	\$0.14	\$111.72	\$0.08	\$63.84
ACH Originated-Items-CCD Debit	2	\$0.08	\$0.16	\$0.10	\$0.20	\$0.14	\$0.28	\$0.08	\$0.16
ACH Originated-Items-CCD Credit	2	\$0.08	\$0.16	\$0.10	\$0.20	\$0.14	\$0.28	\$3.00	\$6.00
Notifications of Change	2	\$1.65	\$3.30	\$3.00	\$6.00	\$4.00	\$8.00		\$0.00
<b>ACH TOTAL</b>			<b>\$225.70</b>		<b>\$219.50</b>		<b>\$305.64</b>		<b>\$97.60</b>
<b>CUSTOMER CASH LETTER</b>									
Deposits	33	\$0.00	\$0.00		\$0.00	\$0.06	\$1.98	\$0.25	\$8.25
Un-encoded Items	5	\$0.00	\$0.00		\$0.00	\$0.06	\$0.30		\$0.00
<b>CUSTOMER CASH LETTER TOTAL</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$2.28</b>		<b>\$8.25</b>
<b>CASH SERVICES</b>									
MC-Disposable Bags Processed	5	\$1.10	\$5.50	\$2.50	\$12.50	TBD	\$0.00		TBD
MC-Cash Deposit Processing	141	\$0.10	\$14.73		\$0.00	TBD	\$0.00		TBD
<b>CASH SERVICES TOTAL</b>			<b>\$20.23</b>		<b>\$12.50</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>PAID CHECK IMAGE</b>									
Paid Check Image Maintenance	3	\$13.75	\$41.25	\$25.00	\$75.00	\$15.00	\$45.00	\$5.00	\$15.00
Paid Check Image:CD-ROM/DVD per Item	244	\$0.17	\$7.26	\$0.05	\$12.20	\$0.06	\$14.64	\$0.05	\$12.20
Paid Check: CD ROM per CD	1	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00
Paid Check Image Viewed WC Advantage	7	\$1.10	\$2.20		\$0.00		\$0.00		\$0.00
<b>PAID CHECK IMAGE TOTAL</b>			<b>\$50.71</b>		<b>\$87.20</b>		<b>\$59.64</b>		<b>\$27.20</b>

<b>ACCOUNT RECONCILIATION</b>									
Outstanding Issues Items On File	1369	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00
Serial Sort per Item	212	\$0.00	\$0.00	\$0.05	\$10.60		\$0.00		\$0.00
Basic Positive Pay Maintenance	1	\$27.50	\$27.50	\$20.00	\$20.00	\$30.00	\$30.00	\$50.00	\$50.00
Basic Positive Pay per Item	212	\$0.04	\$9.33	\$0.00	\$0.00	\$0.09	\$19.08	\$0.07	\$13.78
Positive Pay Exception Item Image	1	\$1.10	\$1.10	\$0.00	\$0.00		\$0.00		\$0.00
Positive Pay Exceptions	1	\$0.00	\$0.00	\$2.00	\$2.00		\$0.00	\$2.00	\$2.00
<b>ACCOUNT RECONCILIATION TOTAL</b>			<b>\$37.93</b>		<b>\$32.60</b>		<b>\$49.08</b>		<b>\$65.78</b>
<b>BANK CONNECTION</b>									
Electronic Advice Report	116	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00
Advantage Pkg. 1 Account Maintenance	5	\$22.00	\$110.00		\$0.00		\$0.00	\$18.00	\$90.00
Advantage Curretn Day Report Access	59	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00
Advantage Pkg.1 Prior Day Item Tier 1-3	591	\$0.19	\$75.27		\$0.00		\$0.00	\$0.06	\$35.46
Advantage Current Day Item	260	\$0.14	\$36.40		\$0.00		\$0.00		\$0.00
Advantage Stop Payment	1	\$0.00	\$0.00	\$30.00	\$30.00	\$10.00	\$10.00	\$25.00	\$25.00
Advantage Check Status Inquiry	1	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00
Advange Proactive Notification	3	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00
<b>BANK CONNECTION TOTAL</b>			<b>\$221.67</b>		<b>\$30.00</b>		<b>\$10.00</b>		<b>\$150.46</b>
<b>GLOBAL WIRE TRANSFER</b>									
Account Transfer	1	\$0.00	\$0.00	\$20.00	\$20.00	\$0.50	\$0.50	\$1.00	\$1.00
Domestic Transfer	14	\$6.60	\$92.40	\$5.00	\$70.00	\$6.00	\$84.00	\$10.00	\$140.00
Account Transfer Credit	1	\$0.00	\$0.00	\$2.00	\$2.00	\$0.50	\$0.50	\$0.06	\$0.06
Incoming Wire	1	\$7.70	\$7.70	\$5.00	\$5.00	\$10.00	\$10.00	\$8.00	\$8.00
Book Transfer Credit	2	\$2.20	\$4.40	\$5.00	\$10.00	\$0.50	\$1.00	\$2.00	\$4.00
Wire Transfer Advice	4	\$0.00	\$0.00	\$1.00	\$4.00	\$1.75	\$7.00		\$0.00
Wire Template Storage	13	\$0.00	\$0.00	\$0.40	\$5.20		\$0.00		\$0.00
Debits Posted	14	\$0.10	\$1.40	\$0.10	\$1.40		\$0.00	\$0.06	\$0.84
Electronic Credits Posted	3	\$0.44	\$1.32	\$0.10	\$0.30		\$0.00	\$0.06	\$0.18
<b>GLOBAL WIRE TRANSFER TOTAL</b>			<b>\$107.22</b>		<b>\$117.90</b>		<b>\$103.00</b>		<b>\$154.08</b>

<b>MISC SERVICES</b>									
Implementation - 1 Time Cost	0		\$0.00		\$0.00	Waived	\$0.00		\$0.00
ACH Service	0		\$0.00	\$20.00	\$20.00	TBD	\$0.00		\$0.00
CD-ROM Service	0		\$0.00		\$0.00	TBD	\$0.00		\$0.00
ACH Fraud Control ACCT Set up	0		\$0.00		\$0.00	\$21.00	\$21.00	\$10.00	\$10.00
ACH Fraud Control Filter Set up	0		\$0.00		\$0.00	\$5.00	\$5.00	\$0.50	\$0.50
Wire Transfer ACCT	0		\$0.00		\$0.00	Included	\$0.00		\$0.00
Online Treasury Manager Service	0		\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Online Courier Optional	0		\$0.00		\$0.00		\$0.00		\$0.00
OLC Wire Transfer Email Advice	0		\$0.00		\$0.00	Included	\$0.00		\$0.00
OLC Cash Position Report	0		\$0.00		\$0.00	Included	\$0.00		\$0.00
OLC ACH Return Report	0		\$0.00		\$0.00	Included	\$0.00		\$0.00
OLC DDA Statement	0		\$0.00		\$0.00	Included	\$0.00		\$0.00
OLC ACH Fraud Control Reject Report	0		\$0.00		\$0.00	Included	\$0.00		\$0.00
OLC Analysis Statement	0		\$0.00		\$0.00	Included	\$0.00		\$0.00
Online Transaction Record over 250						\$0.05	\$9.60		\$0.00
Online Balance Reporting Accts. Over 2						\$13.00	\$65.00		\$0.00
Security Token						\$4.00	\$4.00		\$0.00
ARP File Transmission						\$10.00	\$10.00		\$0.00
*Deposit Account Usage Fee	\$1,500,000	\$0.00007332	\$109.97						\$0.00
<b>MISC SERVICES TOTAL</b>			<b>\$109.97</b>		<b>\$45.00</b>		<b>\$139.60</b>		<b>\$35.50</b>
<b>TOTAL BANKING CHARGES</b>			<b>\$1,081.90</b>		<b>\$756.95</b>		<b>\$830.17</b>		<b>\$1,254.38</b>



## **ADDITIONAL INFORMATION**

### **BB&T**

BASIS POINTS  
PUBLIC FUND ACCOUNT  
EARNINGS CREDIT AMOUNT  
FREE EMPLOYEE BENEFITS  
# OF YEARS IN BUSINESS  
COMPLIANCE RATING/YEAR  
BANKING CHARGES FOR OPTION YEARS  
**BANK ADDRESS/DISTANCE FROM CITY HALL**

75 Points (for the 1st year + Option Years 1 & 2)  
Account will earn an Interest Rate of .35% Fixed for 1 year  
\$1125 Off-setting Credit for Bank Fees Based on \$1.5 million balance  
Yes, many  
143 Years  
Outstanding/2015  
No Increase For Option Years 1 & 2; 10% Increase For Option Years 3 & 4  
69 Westward Drive, Miami Springs, FL 33166/476 Feet

### **BANKUNITED**

BASIS POINTS  
PUBLIC FUND ACCOUNT  
EARNINGS CREDIT AMOUNT  
FREE EMPLOYEE BENEFITS  
\*ADDITIONAL SAVINGS  
  
# OF YEARS IN BUSINESS  
COMPLIANCE RATING/YEAR  
BANKING CHARGES FOR OPTION YEARS  
**BANK ADDRESS/DISTANCE FROM CITY HALL**

50 Points (for the 1st year + ALL Option Years)  
Account will earn an Interest Rate of .50% Fixed for 1 year & adjust accordingly for the remainder of the contract  
\$756.95 Off-setting Credit for Bank Fees Based on \$1.9-\$2.1 million balance  
Yes, many  
\*Transferring your Sabadell Account will earn \$11,684 additional revenue annually based on .50% APR  
\*NO FDIC CHARGES  
33 Years  
Satisfactory/2013  
No Increase For All Option Years  
7970 NW 36th Street, Miami, FL 33166/3.5 Miles

### **TD BANK**

BASIS POINTS  
PUBLIC FUND ACCOUNT  
EARNINGS CREDIT AMOUNT  
FREE EMPLOYEE BENEFITS  
\*ADDITIONAL SAVINGS  
# OF YEARS IN BUSINESS  
COMPLIANCE RATING/YEAR  
BANKING CHARGES FOR OPTION YEARS  
**BANK ADDRESS/DISTANCE FROM CITY HALL**

75 (for the 1st year + ALL Option Years)  
Account will earn an Interest Rate of .35% Fixed for 1 year  
\$741.57 Off-setting Credit for Bank Fees Based on \$1.5 million balance  
Yes, many  
\*NO FDIC CHARGES  
164 Years in total/20+ Years with the name TD Bank  
Outstanding/2011  
No Increase For All Option Years  
801 W 49th Street, Hialeah, FL 33012/4.2 Miles

### **CHASE**

BASIS POINTS  
PUBLIC FUND ACCOUNT  
EARNINGS CREDIT AMOUNT  
FREE EMPLOYEE BENEFITS  
# OF YEARS IN BUSINESS  
COMPLIANCE RATING/YEAR  
BANKING CHARGES FOR OPTION YEARS  
FORMS NOT COMPLETED/ALTERED  
  
**BANK ADDRESS/DISTANCE FROM CITY HALL**

35 Points for the 1st year only  
NO INTEREST WILL BE EARNED ON THIS ACCOUNT!  
\$406.07 Off-setting Credit for Bank Fees Based on \$1.4 million balance  
None  
100+ Years  
Satisfactory/2010  
No Bid for Any Option Years  
Did Not Sign Indemnification and Hold Harmless Form  
Did Not Sign Vendor Application  
CHASE Had Exceptions on Almost ALL Forms  
4451 NW 36th Street, Miami Springs, FL 33166/2.0 Miles

**Banking Services RFP #05-15/16****Bank Evaluation Form**

	Maximum Points Assigned	Name of Bank			
		BB&T	BankUnited	TD Bank	Chase Bank
<u>Cost of Services, Fee Structures, Earnings Credit Rate</u>	25	20	15	20	15
<u>Experience, Quality of Services, Resources, Additional Benefits</u>	25	25	20	20	15
<u>Strength/Stability of Bank, Compliance Rating</u>	20	20	15	15	10
<u>Support of the Organization, Including Tech Support and Training</u>	20	20	20	20	20
<u>Proximity to City Hall</u>	10	10	5	5	5
	<b>TOTAL SCORE</b>	95	75	80	65

Executed this 18th day of August, 2016

By: \_\_\_\_\_

Evaluation Member

Vicky Panoff

Print Name



## **TD BANK OFFERS THE FOLLOWING TO THE CITY OF MIAMI SPRINGS**

### Earnings Credit Rate:

- TD Bank will provide the City of Miami Gardens a **BANK MANAGED EARNINGS CREDIT RATE** of 75 basis points on balances utilized to offset bank service charges.
- This option offers the highest ECR and results in the City's fees being covered.
- We will conduct regular Relationship Reviews and TD Bank will inform the City of Pembroke Pines of its options to maximize returns while providing safety and liquidity.

### Fees Waived:

- TD Bank will NOT charge the City of Miami Springs ANY FDIC CHARGES providing the City an additional cost savings over other financial institutions.
- TD Bank will not charge the City of Miami Springs any implementation fees, providing the City an additional cost savings.

### Technical Support:

- TD Bank will provide local technical support and staff training to the City of Miami Springs for services such as online banking and other Cash Management Services.

### Explanation of Interest & Earnings Credit Rate Calculations:


TD Bank's ECR and Interest rates are not directly tied to any specific financial market rate at this time. We utilize a "managed" rate method of determining ECR and interest each month. In the management of these rates, a central leadership rate committee examines competitive data and various indices. Rates are established each month based on real-time positions in these indices and are tempered by historic and emerging trends or events. TD Bank reserves the right to change its rate and methodology from time to time in its sole and absolute discretion without regard to any external interest rate index or market conditions.



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**From:** William Alonso, City Manager 

**Subject:** Proposed plan by Code Compliance to do a sweep for city-wide alley trimming

---

We have been experiencing problems in getting compliance from property owners on maintaining plant material growth in city alleys. This issue has caused damage to our equipment and needs to be addressed.

Attached is a memo from Public Works Director, Tom Nash, (Attachment A) covering the problems being faced as well as a series of pictures from city-wide alleys showing the overgrowth.

Based on these issues, please refer to a Code Compliance memo (Attachment B) in which Code Compliance Director Ulises Fernandez, recommends that we begin a sweep of the alleys city-wide and the enforcement process they will be following.



**CITY OF MIAMI SPRINGS  
PUBLIC WORKS DEPARTMENT**

**345 NORTH ROYAL POINCIANA BLVD.  
MIAMI SPRINGS, FLORIDA 33166  
305-805-5170**

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***Public Works Department***

**TO: William Alonso, City Manager**

**FROM: Tom Nash, Public Works Director**

**DATE: September 7, 2016**

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**RE: City Wide Alley Trimming**

---

**Public Works is experiencing difficulty in navigating alleys City Wide due to excessive over growth of plant material. This has been an on-going concern for many years with very minimal relief.**

**The Public Works Department has made attempts to clear the overgrown plant materials and it has been met with great resistance from residents due to the amount in some instances that has to be removed.**

**We provide notices to the residents that have the highest impact and in some cases the requests are ignored. It is our request to have all vegetation cleared back to property lines or within our easement space of 16 feet and be able to have residents who plant materials outside their property lines remove the plantings with some type of code or ordinance to prevent future concerns.**

**CC: Ulises Fernandez, Building Official and Building and Code Compliance Director  
Public Works File**

## William Alonso

---

**From:** Tom Nash  
**Sent:** Wednesday, September 07, 2016 7:03 AM  
**To:** William Alonso; Jan Seiden  
**Cc:** Erika Gonzalez-Santamaria  
**Subject:** Alley Trimming  
**Attachments:** 100 blk Shadow Way & Plover.jpg; 200 thru 500 blk Minola.jpg; 500 blk Glenway & Curtiss.jpg; 500 blk Minola.jpg; 1000 blk Oriole & Wren.jpg; 1100 blk Falcon & Wren.jpg; 1100 blk Oriole & Nightingale.jpg; 1200 blk Swan & Falcon .jpg; crane.jpg; garbage.jpg; Plover Ave.jpg

Attached are photos of a few alleys, a damaged bumper and a limb on garbage truck that damaged lift gate cable.

2015 Mirror Damage Total \$ 962.82

2016 Mirror Damage Total \$ 1,460.12

2015 Window Damage Total \$ 1,243.39

2016 Window Damage Total \$ 1,782.82

Attachment B



CITY OF MIAMI SPRINGS  
INTEROFFICE MEMORANDUM

201 WESTWARD DRIVE  
MIAMI SPRINGS, FLORIDA 33166

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*Code Compliance Department*

**TO:** William Alonso, City Manager

**FROM:** Ulises A. Fernandez, Building Official & Code Compliance Director

**DATE:** September 7, 2016

---

**RE:** Overgrowth Trimming in Alleys

---

Code Compliance Department Officers have observed and confirmed several areas of overgrowth vegetation in our city allies. Since hearing about issues with Public Works, our officers have been proactively navigating the alleys and posting notices to homeowners who are in violation.

As of today, there have been approximately 40 cases open and 5 closed. We will continue to monitor the situation and work closely with the Public Works Department.

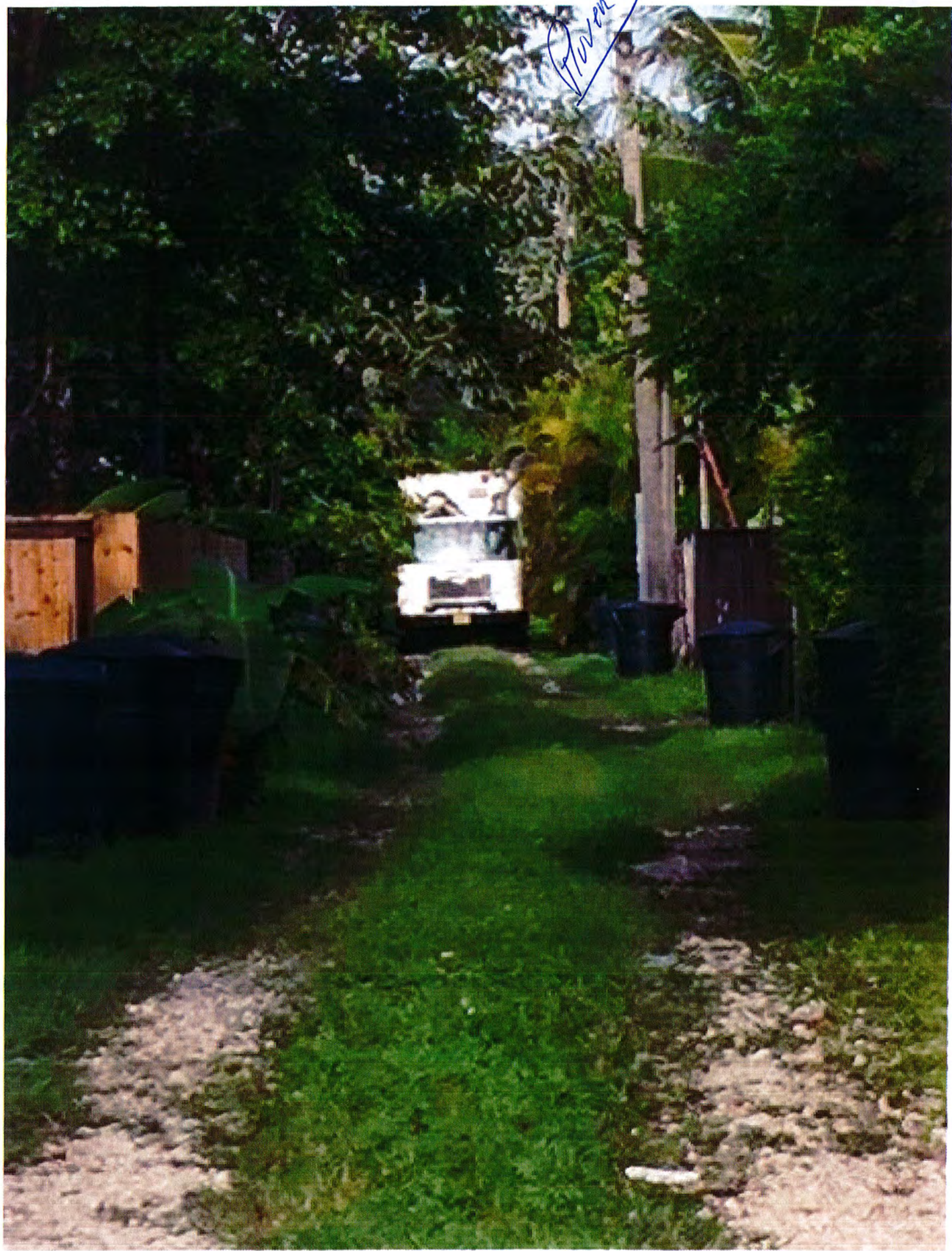
I recommend we initiate a city wide sweep of our alleys in order to properly address this problem as follows:

First offense, courtesy notice with 7 days to comply.

Second offense, civil infraction with 7 days to comply. Fine issued after 7 days if no compliance.

CC: Tom Nash, Public Works Director







Jawblut  
Miri





120 Black  
Swan & Fawn







1100 BK  
Orville &  
Nightingale

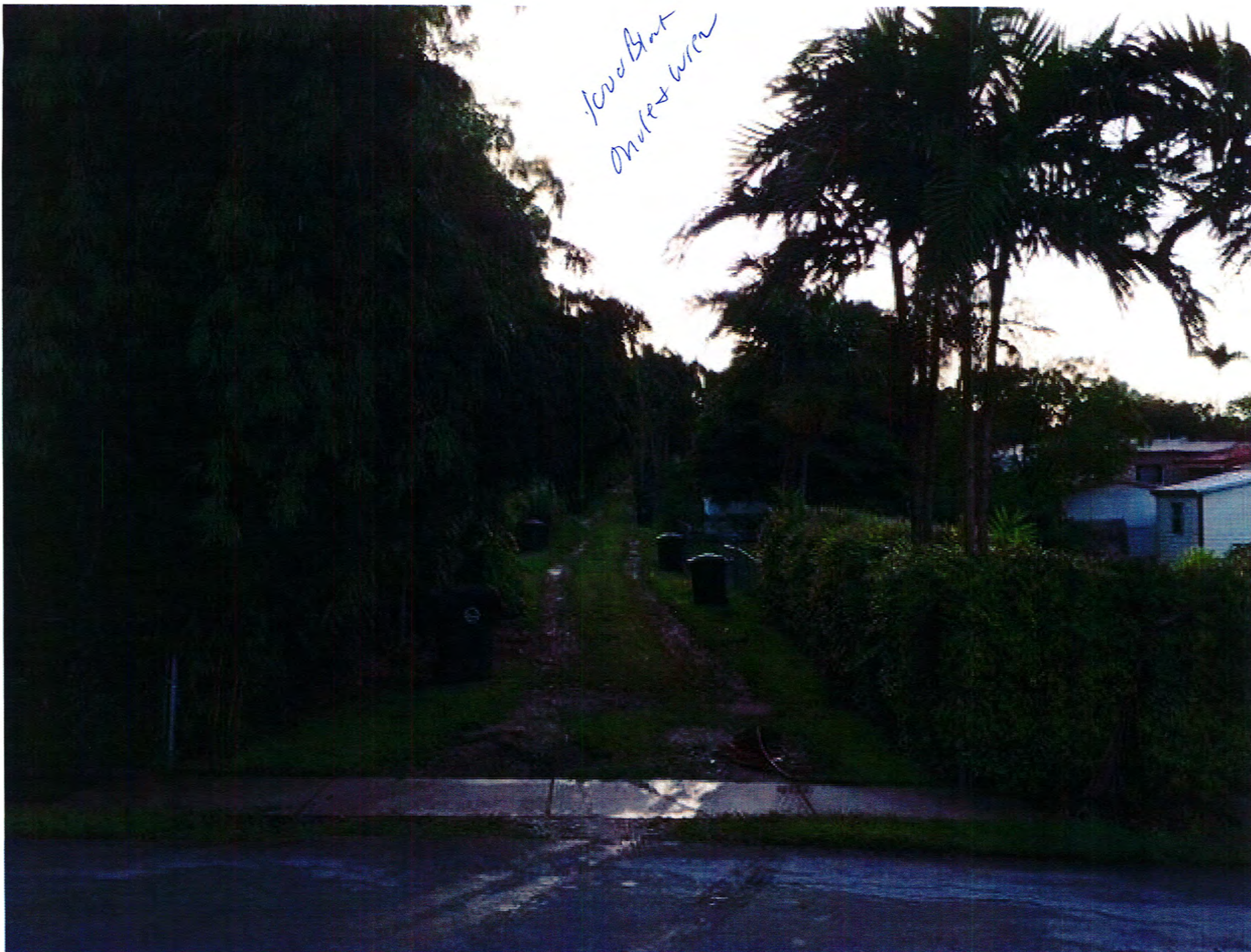




1100 g/k  
F. 0.50m + 0.00m



Joe's Boat  
On the way





Shadow +  
Pluven









2W-SW  
MinuA











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

The **Miami Springs Historic Preservation Board** met at 7:00 p.m., on Wednesday, August 17, 2016 in the City Hall Council Chambers.

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

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

The following were present:

Chair Sydney Garton  
Vice Chair Jo Ellen Phillips  
Charles M. Hill  
James Watson  
Yvonne Shonberger

Also Present:

Board Secretary, Juan D. Garcia

### **2) Approval of Minutes: May 18, 2016 Regular Meeting and July 20, 2016 Special meeting**

Board member Hill made a correction on page 2, paragraph 2, under item d) Discussion on Scenic Highway Designation: the word "Decurignation" needs to be corrected to "Designation."

Minutes of the May 18, 2016 meeting were approved as amended.

**Vice Chair Phillips moved to approve the minutes as amended and Board member Watson seconded the motion, which carried unanimously on voice vote.**

Minutes of the July 20, 2016 meeting were approved as written

**Board member Shonberger moved to approve the minutes as written and Board member Hill seconded the motion, which carried unanimously on voice vote.**

### **3) New Business:**

#### **a. Certificate of Appropriateness – 200 Azure Way**

The applicant is seeking to restore aluminum awnings at the Osceola Hotel located on 200 Azure Way.

Michael Kobiakov, owner of 200 Azure Way, informed the Board that the awnings had been restored to as close to their original state as possible.

Miguel Bello of 2110 SW 125 CT and the contractor for the project explained they are before the Board to legalize the awnings that had already been installed. Mr. Bello added that they recreated the awnings for the Osceola Hotel from pictures of the original building as they have done with the rest of the building.

Mr. Kobiakov presented the plans and material of the awnings to the Board.

Chair Garton asked how many awnings were installed.

Mr. Bello responded that there are five small awnings over the entry ways and one larger awning, which is about double the size of the smaller awnings, above the main entrance.

Board member Watson asked why is it that they are trying to obtain approval for a Certificate of Appropriateness now instead of before the awnings were installed.

Mr. Bello explained that after the building permit was closed, Mr. Kobiakov hired a company to install the awnings and was under the assumption that they had received approval from all the parties necessary to legally install the awnings. It was not until after the awnings had been installed that they became aware that the awnings did not have the proper permits to be put up.

**Board member Hill moved to approve the Certificate of Appropriateness for the awnings on 200 Azure Way. Vice Chair Phillips seconded the motion, which carried unanimously by voice vote.**

#### **b. Certificate of Appropriateness – 281 Glendale Drive**

The applicant is seeking to construct a new four bedroom structure and restore aspects of the existing structure.

The applicant, Sandra Parker submitted a power of attorney to be represented by her granddaughter.

Azia Parker-Cruz, the applicant's granddaughter gave a brief background on the history of property since it has been owned by her grandmother. Mrs. Parker-Cruz explained that her grandmother has recently put the Hunting Lodge up for sale. She has been looking for buyers that are very aware of the historical value of the property and that are interested in preserving it. Mrs. Parker-Cruz also added that she has received many offers for the property from potential buyers that are mostly interested in the 17,000 square foot lot, but not interested in preserving the cabin. Recently a couple has

submitted an offer on the property. This couple is interested in making a four bedroom addition to the existing structure.

Mario Duron, the potential buyer of the property was present and addressed the board regarding the proposed project. He provided floor plan for the project to the Board.

Board member Watson asked if he had any elevation drawings for the project.

Mr. Duron responded that he did not have any elevation drawings at this time. Mr. Duron added that he has been working with the City Planner. Mr. Duron continued to explain the project that is being proposed and how he intends to preserve the history of this property.

**Board member Shonberger moved to table this item until the applicant has elevation drawings completed for the Boards review. Vice Chair Phillips seconded the motion, which carried unanimously on voice vote.**

**c. Final Review of Designation Report of the Michael House – 27 Hunting Lodge Drive**

Chair Garton asked if both letters from the designation process have been sent to the property owner.

Board Secretary Garcia responded that both letters had been sent out to the property owner. The letters were sent on May 23. If the designation report is approved the moratorium would take into effect and a copy of the approved report would be sent to property owners.

Vice Chair Phillips asked if there were any correspondence from the owner.

Board Secretary Garcia informed the Board that no correspondence have been received by the City Clerk's Office from the property owner. The letters were sent by certified mail and signed by the owners upon receiving them, but nothing else has been sent back regarding the designation of this property.

Chair Garton and Board member Shonberger reviewed the designation report one final time.

**Board member Hill moved to approve and submit the Designation Report for the Michael House – 27 Hunting Lodge Drive as written. Board member Shonberger seconded the motion, which carried unanimously on voice vote.**

Board Secretary Garcia notified the Board that this report will be filed with the City Clerk and the moratorium will take into effect.

Chair Garton selected the next Historic Preservation Board meeting, which will be held on Wednesday, October 19<sup>th</sup>, 2016 at 7:00 p.m. to hold the public hearing for the Michael House – 27 Hunting Lodge Drive. The meeting as usual will take place in the City Council Chambers.

**d. Pioneer History Profile: Fran Whiteman**

The Board discussed Mrs. Fran Whiteman and her history of living in the City of Miami Springs.

Board member Watson asked the criteria on how the Board determines who qualifies as a Pioneer Resident.

Board member Shonberger responded that the person would need to be a resident of Miami Springs for at least fifty years to qualify.

**Vice Chair Phillips moved approve and recommend the Pioneer History Profile for Fran Whiteman. Board member Hill seconded the motion, which carried unanimously on voice vote.**

**e. Discussion on additional historical sites to be designated**

Discussion ensued regarding if this item should be discussed or tabled. The Board chose to table this item for the next meeting.

**4) Other Business:**

**a. Curtiss Mansion Report**

Vice Chair Phillips gave the Board an update on how the construction of the parking lot has been coming along. Vice Chair Phillips commented that FDOT and DERM have both inspected the lot and have approved the project. In addition, the contractors and engineers are working longer days recently in order to meet the September 1<sup>st</sup> deadline. Although the recent rain has created some challenges, the parking lot is actually ahead of schedule.

Vice Chair Phillips informed the Board that the trees surrounding the parking lot will be replanted tomorrow.

**b. Update from the Miami-Dade County Mayor's Commission guidelines for Historic Preservation**

Vice Chair Phillips reported that there has not been any new information regarding the County Mayor's Commission. She noted that there probably will be more information to report and discuss by the next time the Board meets.

**c. Reports from Board Members**

Board member Shonberger reminded the Board that on August 27<sup>th</sup>, the Miami Springs Historical Society and the City will be hosting a kick-off party for the City's 90<sup>th</sup> Birthday Celebration. The kick-off party will take place at 85 Deer Run.

There were no more reports from Board members at this time.

**d. Information/ Reports from Board Liaison from City Council**

The Board Liaison was not present.

**5) Preparation of the Agenda for the Next Board Meeting:**

- Public Hearing for the Michael House – 27 Hunting Lodge Drive
- Discussion on additional historic sites to be designated
- Update from the Miami-Dade County Mayor's Commission guidelines for Historic Preservation.

**6) Adjourn**

There was no further business to discuss and the meeting adjourned at 8:23 p.m.

Respectfully submitted:

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Juan D. Garcia  
Board Secretary

Adopted by the Board on  
this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Sydney R. Garton, Chair

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

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

### HISTORIC PRESERVATION BOARD Pioneer History Profile

1. Name	<i>Fran Whiteman</i>	2. Date of Birth	<i>11-19-1944</i>	3. Place of Birth	<i>Cherokee Co. NC</i>
4. Current Address	<i>1031 Wren Ave.</i>		5. Telephone Number <i>305-965-8719</i>		
6. Father's Full Name	<i>Allen Dockery</i>		7. Mother's Full Maiden Name <i>Ethel Rose</i>		
8. How long have you lived in Miami Springs?	<i>Jun - 1965 - 51 yrs</i>				
9. Family Business/Profession	<i>Airline</i>		10. Relocated From <i>Atlanta, GA</i>		
11. Reason for Coming Here?					
12. First Dwelling in Miami Springs Address/Years at this Location	<i>Stewardess job at National Airlines</i> <i>3 months - Roommate moved out</i>				
13. Second or Subsequent Miami Springs Address/Years at this Location	<i>342 Minola Drive - upstairs apt. - Rent - 100.00 per month</i> <i>157 Artis Parkway - back downstairs unit - 1965-1966</i> <i>Apartment.</i>				

*dm*

14. Dwelling Type: Single Family, Hotel/Motel, Apartment, Boarding House, Other (specify)  
Do you know who built your home? When built? 1957 1031 WNW

1<sup>st</sup> Home:

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2nd Home:

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15. Architectural Style (Pueblo, Mission, Other):

1st Home:

2nd Home:

If you live or lived in one of the original CURTISS/BRIGHT CO. "theme" home (Pueblo), or early Mission style (1924-1930's) home, please note any changes made to the home and show dates as nearly as you recall.

NO

- a. Describe how the house looked outside - also anything you recall about the interior such as furniture, bath fixtures, lights, kitchen fixtures, cabinetry, etc.

- b. Please note any other pertinent information you remember about your early historical home.

### EARLY YEARS

16. Which family members lived here when you first relocated to Miami Springs? Please note their names and relationship.

Came here - not knowing anyone -

Please describe your early memories of how Miami Springs looked when you arrived.

17. Major landmarks:

Major Changes:

18. Streets/sidewalks/lighting:



- I have the old bank checks from 1966--  
they are in storage. I'd need to look  
thru for more info.*
19. Clothing Department Stores/Grocery:
20. Appliance/Miscellaneous Store & Shops:
21. Do you remember who was Mayor or other City Officials when you arrived here?
22. Lifestyle in early Miami Springs: (Briefly describe what you remember).
23. Entertainment available in Miami Springs or Local Area:  
*Theater*
24. Your First Job & Location of Work:  
*National Airlines MIA*
25. Other Jobs & Locations:  
*Eastern Airlines 1979-1991*  
*Holiday Inn 1975-1979*
26. Local Churches & Locations:  
*Mia Spg. Bapt Church. met and married Wm  
Whiteman at MS. Bapt Church*
27. Civic Group/Organizations & Locations which you remember and/or in which you were actively involved:
28. Neighbors in Early Years:
29. Colorful Characters:
30. Please relate any especially interesting experiences from your early years in Miami Springs.
31. Did you know **GLENN H. CURTISS** personally? AD If yes, please note anything you recall about him or his family that pertains to the local area.

*I ate in the restaurant which was in Curtis Mansion  
abt 1969--*

32. Who, in your opinion, other than **GLENN H. CURTISS** was instrumental in or had a major influence on the early years of community development in Miami Springs?

33. Did you go to school locally? Yes \_\_\_\_\_ No ☒

Where? \_\_\_\_\_

School Memories: \_\_\_\_\_

### CURRENT YEARS

34. Current Resident Address      Year Built      Years at this Home  
*1031 Wren Ave*                      *1957*                      *1966 - 2001*

35. Current Membership in Civic Groups/Organizations

	Location	Offices Held
	<i>M.S. Woman's Club</i>	<i>none</i>
	<i>John Macdonald Chapt. NSDAR</i>	<i>- several including Regent (president)</i>

36. Current Hobbies/Special Interests:

*Genealogy, Traveling - Sewing.*

37. **SUMMARY:** Please tell us anything you remember of significance which has not already been noted (e.g. events of great importance)

38. What do you feel has contributed most to the growth of our community and area?

39. Have you been happy with your life in Miami Springs, and are you glad you came?

*Yes, very blessed - was a great neighborhood to raise family*

40. Would you be willing to be recognized publicly at a City Council meeting or other function?

? Yes ☒ No \_\_\_\_\_

41. Do you have any photographs, maps, letters or other memorabilia you would be willing to Pioneer History Profile

*I'll check - I do have my 1965-66 - old checks - gives a lot of info -*

loan or give to the Historic Preservation Board for the City's archives? (NOTE: Any items loaned will be carefully photographed or copied and returned to you)

Yes, I have the following items you may find of interest, and which I am willing to lend or give to the Board.

*will need to look -*

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**ADDITIONAL COMMENTS:** Please use this space to add comments regarding any item on this personal profile (please note item number), or to add any additional items of interest regarding yourself, your family, early Miami Springs memories, and the like.

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**A SPECIAL NOTE OF THANKS:** On behalf of the members of the Miami Springs Historic Preservation Board, please accept our sincere thanks for your time and effort in completing this personal profile. Your personal remembrances are of great value to us in recording the history of Miami Springs. Through your cooperation, Miami Springs' history will be preserved for our children and the rich details of your part in it will be remembered. We thank you very much. Please return the personal profile in the envelope provided. If you need assistance, please call the Historic Preservation Board member whose name and telephone number appears below:

Board Member

Telephone number

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O:\3\Historic Preservation Board\Personal History Profile - New.doc



# AGENDA MEMORANDUM

**Meeting Date:** 8/29/2016

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

**From:** William Alonso, City Manager 

**Subject:** FY2016-17 Budget Workshop Update

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After completing our third budget workshop, the updated budget shows a surplus of \$178,144 at the current year millage of 7.5000.

The following items contributed to the increase of approx. \$12,000 to the reported surplus of 166,144 after our first workshop:

- 1) In the Police budget, we reduced Improvements O/T Buildings by \$12,000 by eliminating the detective Room partition work.

Attachment A is a listing of items that Council added and reduced during the workshop. If all of the items on the list are approved, we will have a remaining surplus of \$52,052 at the current millage rate of 7.5000. Attachments B & C are the capital expenditures and wish list items. Attachment D is a memo from recreation Director Omar Luna detailing the need for the small pick-up truck and the sand-pro.

Below is a table showing the surplus at various millage rates:

<u>Millage</u>	<u>Surplus</u>		<u>Annual Tax Increase (Reduction)-Avg. Homestead Property***</u>
7.5000	\$178,144	Current Millage	\$ 7.71* (due to SOH increase of 0.7% in value)
7.4750	\$153,189		\$ 4.01** ( a reduction of \$3.70)
7.4500	\$128,233		\$ 0.32 ( a reduction of \$7.39)
7.4000	\$78,322		\$(7.07) ( a reduction of \$14.78)
7.3500	\$28,411		\$(14.46) (a reduction of \$22.17)
7.3216	\$-0-		\$(18.66) (a reduction of \$26.37)

\*At the current millage of 7.5000, the average homesteaded property will see an increase of approx. \$7.71 since the assessed value of their property increased by 0.7% under Save Our Homes.

\*\* At a millage of 7.4750, they would have an increase of \$4.01 which is an annual savings of \$3.70.

\*\*\* After receiving the FY2016 tax rolls, the average taxable value of a homestead property in Miami Springs is \$147,816 and an assessed value of \$197,816.

## Attachment A

**Surplus after second budget workshop** **\$178,144**

**Reductions to surplus:**

Recreation	Stafford Park Shade Structure	\$15,000
Council	Historic Museum Subsidy	\$30,000
Golf	Golf pick up truck	\$24,000
Recreation	Prince Field re-sodding	\$60,000
General	2% Payraise to all employees	\$68,330

**Total reductions to surplus** **(\$197,330)**

**Additions to surplus:**

Police	Decrease cost of 4 cars for Police	\$16,000
Public Works	Eliminate split A/C system at Fire dept	\$25,238
Police	Additional cost reduction from red light contract renewal	\$30,000

**Total additions to surplus** **\$71,238**

**Revised surplus after all additions/reductions-Millage of 7.5000** **\$52,052**

**\*Reducing millage to 7.4750 would cost \$25,586.**

**CITY OF MIAMI SPRINGS**  
**FY 2015-2016 Budget**  
**CAPITAL EXPENDITURE SUMMARY-ALL FUNDS**

Department	Total Budgeted	Description of expenditure	
<b>Information technology</b>	\$ 6,000	HP Server-DL series	6,000
			<u>6,000</u>
<b>Elderly Services</b>	\$ 5,100	Ice machine	2,600
		Stand up commercial freezer	2,500
			<u>5,100</u>
<b>Police</b>	\$ 168,208	Four (4) 2016 Ford Taurus Unmarked Vehicles for Detectives @ \$25,000/ea	100,000
		Vehicle emergency equipment & installation @ \$4,000/ea (inc boxes)	16,000
		Two (2) speed detection devices (radars) @ \$2,500/ea	5,000
		Stationary Portable Two-Camera Automated License Plate Reader system	22,294
		K-9 Bite Suit	1,500
		Four (4) laptop computers w/software and accessories for Detectives	5,000
		Two (2) Heartsmart Automated External Defibrillator Machines	2,820
		Stalker Portable Pole-Mounted Radar Speed Sign w/data recording	3,600
		Four(4) mobile tablet writers for Motorcycle Officers	4,000
		Ductless Split A/C system for Police Communications/Dispatch area	7,994
			<u>-</u>
			\$ 168,208
<b>Public Works</b>	\$ 63,486	Trane A/C Chiller Compressor Overhaul City Hall	38,248
		Install multiple ductless split A/C system for Fire Dept. common areas	25,238
			<u>63,486</u>
<b>Human Resources</b>	\$ 8,000	Mini fingerprint scanner and software for creating FBI/FDLE applicant transactions	8,000
			<u>8,000</u>
			<u>-</u>
<b>Total</b>	\$ 250,794	<b>Total</b>	\$ 250,794

## FISCAL YEAR 2016-17 WISH LIST ITEMS

Department	Item	Cost
Police	IT Consultant or P/T IT employee for Police	\$30,000
	Independent Email Server for Police Dept.	<u>\$30,000</u>
	Total for Police	<u>\$60,000</u>
Professional Services	Digital marque sign for Circle	\$50,000
Golf	2016 Pick Up Truck	\$24,000 *
	<del>10 new sets of golf rental clubs</del>	<del>\$10,013</del>
	Total for Golf	\$34,013
Recreation	Ford ranger small p/u to replace old chevy p/u	\$15,000
	Midsize SUV for administrative staff use	\$20,000
	Artificial turf for new tot lot	\$100,000
	Re-sod Prince Athletic Field	\$60,000 *
	Sound panels in gymnasium	\$85,000
	Replace shade structure at Stafford Park	\$15,000 *
	Replace old sand pro maintenance equipment	<u>\$15,000</u>
		<u>\$310,000</u>
City Clerk	Wall Council Pictures	\$10,000
	Concrete for Lobby Fill-in by stairs	\$5,000
	Mural for 2nd floor	\$6,000
	Signage for City Hall Departments and Office Directory	\$3,000
	Window for City Clerk's office	<u>\$5,000</u>
	Total for City Clerk	<u>\$29,000</u>
Total all General fund requests		<u>\$483,013</u>
Sanitation	2 new F750 Diesel Open Body Trash Dump Trucks	<u>\$192,600</u>



# AGENDA MEMORANDUM

**Meeting Date:** 9/12/2016

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

**Via:** William Alonso, City Manager

**From:** Omar L. Luna, Recreation Director

**Subject:** Recreation Budget Request List

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The Recreation Department would like to request the approval of funding for a new truck. The truck that we would like to replace is a 2005 Chevy that was previously property of the Miami Springs Police Department. The truck has serviced both Departments for about 11 years. For the past two years the truck has been giving us problems and aesthetically it looks deplorable on the exterior and interior.

**2005 Chevy Truck Repairs Expense:**

- From 2005 to Year to Date: \$12,487.04
- The past three years: \$8,095.86

We would also like to request to replace one of our Sand-Pros. We currently have three Sand-Pros and we have had a replacement plan in place for the past couple of years. We purchased (1) one in FY 2015/2016 and we would like to replace the other (2) within the next couple of years. We currently have (1) Sand Pro from 2006, this piece of equipment usually has a (7) year life span. This piece of equipment is still operational, but it is beginning to become a problem to repair due to lack of parts. The other one we have is (5) years old and its not in bad shape, but It should be considered for replacement for FY 2017/2018.

**The 2006 Sand Pro Repairs:**

Repairs/Maintenance:

PO#160867:	\$346.43
PO#160491:	\$885.60
PO#150354:	\$1,172.45
PO#140833:	\$930.00

**Total: \$3,334.48**