



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

Vice Mayor Bob Best
Councilwoman Roslyn Buckner

Councilman Billy Bain
Councilman Jaime Petralanda

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

CITY COUNCIL REGULAR MEETING AGENDA **Monday, April 27, 2015 – 7:00 p.m.** **City Hall, Council Chambers, 201 Westward Drive**

1. Call to Order/Roll Call

2. Invocation: Councilman Petralanda

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

3. Awards & Presentations:

A) Yard of the Month – May 2015 – Adelaide and Paul Smith – 660 Nightingale Avenue

B) Yard of the Month – May 2015 – Miami Springs Woman's Club – 200 Westward 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.

5. Approval of Council Minutes:

A) April 13, 2015 – Special Meeting

B) April 13, 2015 – Regular Meeting

6. Reports from Boards & Commissions: None

7. Public Hearings: None

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

A) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Howard's Fertilizer & Chemical, utilizing Town of Davie Bid #B-14-25, in the amount of \$10,000.00, for custom pre-emergent fertilizer blends as funds were approved in the FY14/15 Budget, pursuant to Section 31.11(E)(5) of the City Code

B) Recommendation by Golf that Council approve an expenditure to Aeration Technology, Inc., as a sole source provider, in an amount not to exceed \$28,000, for aerating the golf course this summer as funds were approved in the FY14/15 Budget, pursuant to Section 31.11 (E)(6)(c) of the City Code

C) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Harrell's utilizing Miami-Dade County contract #9020-1/19, in the amount of \$8,000.00, for liquid fertilizer as funds were approved in the FY14/15 Budget, pursuant to Section 31.11(E)(5) of the City Code

D) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Growers Equipment Co., utilizing State of Florida contract #760-000-10-1, in the amount of \$13,000.00, for the repairs done to the Kubota tractor at the golf course as funds were approved in the FY14/15 Budget, pursuant to Section 31.11(E)(5) of the City Code

E) Recommendation by Public Works that Council waive the competitive bid process and approve an expenditure to Computer Electric, on an "as needed basis" in the amount of \$47.70 per hour, for electrical repairs as funds were approved in the FY14/15 Budget, pursuant to Section 31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period

F) Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$15,000, for 4th of July Fireworks Display as funds were approved in the FY 14/15 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) Discussion regarding Aquatic Center current design and cost

C) Recommendation that Council approve the execution of the Professional Consulting Services Agreement with Craven Thompson & Assoc., Inc. for Architectural, Engineering, Planning, Design and Staff Services Support citywide paid in accordance with the Hourly Fee Schedule "Attachment B" of the contract

10. New Business:

A) Ordinance – First Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 35-14, Membership In Retirement System; To Provide Any Newly Appointed Department Directors The Option Of Joining The City Employees Retirement System; Determination Of Retroactivity; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

B) Ordinance – First Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending The Following Delineated Code Sections Contained In "The Miami Springs Retirement Ordinance" In Order To Comply With The Provisions Of The Internal

Revenue Code; By Providing Additional Definitions In Code Section 35-04, Definitions; Supplementing The Provisions Contained In Code Section 35-18, Military Service Credit; By Correcting Certain Language And Providing An Additional Provision In Code Section 35-20, Normal Retirement; By Revising And Supplementing Provisions Contained In Code Section 35-30.1, Limitation On Benefit; By Substantially Modifying And Updating Provisions Contained In Code Section 35-30.2, Distributions In Plan Years Beginning After December 3, 1984; By Creating New Code Of Ordinance Section 35-30.4, Miscellaneous; By Supplementing And Further Explaining Provisions Contained In Code Section 35-46, Direct Transfers Of Eligible Rollover Distributions; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

C) Ordinance – First Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending The Following Delineated Code Sections Contained In The “Police And Fireman Pension Plan” In Order To Comply With The Provisions Of The Internal Revenue Code; By Providing Additional Definitions In Code Section 35-51, Definitions; By Supplementing Provisions And Correcting Language Contained In Code Section 35-53, Benefit Amounts And Eligibility; By Providing Additional Substantive Provisions In Code Section 35-54, Optional Forms Of Benefits; By Supplementing A Provision In Code Section 35-54, Member Contributions; By Adding Additional Provisions In Code Section 35-58, Repeal Or Termination Of System; By Revising, Supplement, And Adding Provisions In Code Section 35-59 Miscellaneous; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

D) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Third Budget Amendment To The FY 2014-2015 Budget; By Reclassifying The Stafford Park Renovation Project From The General Fund Into The Capital Projects Fund; Recording The State Grant For The Senior Center Operations Fund; Increasing The General Fund From The City’s Designated Fund Balances To Fund Additional Purchases And Expenses Authorized By The City Council; Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

E) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Amending The Schedule Of Golf Charges And Fees For The Operation Of The Miami Springs Golf And Country Club; Reserving The Right And Authority To Amend Or Supplement The Schedule Of Charges; Effective Date

F) Resolution – A Resolution Of The City Council The City Of The City Of Miami Springs Authorizing The City To Apply For, And Accept, If Awarded, A \$30,000 2015 Urban And Community Forestry Grant With The State Of Florida On An Equal Or Greater Matching Amount Basis; Directing The Proper Officers And Officials Of The City To Execute The Grant Memorandum Of Agreement With The State Of Florida, Department Of Agriculture And Consumer Services, Florida Forest Service; Effective Date

G) Decision Regarding Advertising in the Conference Edition of the Quality Cities Magazine to Celebrate the Florida League of Cities 89th Conference in Hollywood, Florida to be Held During August 13-15, 2015

H) Recommendation by Golf that Council approve an expenditure to Awnings Universal, the lowest responsible quote, in the amount of \$6,500, for an awning to cover our lift station, pursuant to Section §31.11 (C)(2) of the City Code

I) Setting a date for a Special Meeting for Codes Review/Updating and Memorial Day Council Meeting Conflict

11. Other Business:

A) Authorization to hire outside Counsel for pending election litigation

B) FY2014-2015 2nd Quarter Budget Status Report (Unaudited)

C) Consideration of Rescheduling of Regular Council meetings to 7:00 p.m. on the first and third Tuesday of each month

12. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

13. Adjourn

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

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

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

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

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

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

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



CERTIFICATE OF RECOGNITION

Presented to

Adelaide & Paul Smith

Of

660 Nightingale Avenue

for their home being designated as

***“YARD OF THE MONTH”
MAY 2015***

Presented this 27th day of April, 2015.

CITY OF MIAMI SPRINGS, FLORIDA

Zavier M. Garcia
Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC
City Clerk



CERTIFICATE OF RECOGNITION

Presented to

Miami Springs Woman's Club

Of

200 Westward Drive

for their yard being designated as

***“YARD OF THE MONTH”
MAY 2015***

Presented this 27th day of April, 2015.

CITY OF MIAMI SPRINGS, FLORIDA

Zavier M. Garcia
Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC
City Clerk



City of Miami Springs, Florida
City Council Meeting

Special Meeting Minutes
Monday, April 13, 2015 6:30 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 6:31 p.m.

Present were the following:

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

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

2. **Invocation:** Mayor Garcia.

Salute to the Flag: The audience participated.

3. **Resolution** – A Resolution of the City Council of the City Of Miami Springs Canvassing Returns of the Miami Springs General Election of April 7, 2015 And Declaring Results Thereof

City Attorney Jan K. Seiden read the resolution in its entirety.

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

4. **Closing Remarks from Outgoing Council members**

Vice Mayor Windrem said that he is very proud of what Council accomplished during the past two years. He thanked the City Clerk's Office for being organized, which helped him to digest all of the information in order for him to effectively do his job as Councilman. He

thanked City Attorney Seiden, Assistant City Manager/Finance Director Alonso and City Manager Gorland for their assistance that helps Council make the best decisions for the City. He thanked each Councilmember, Mayor Garcia, his friends, supporters and family members.

Councilman Lob thanked his wife Nora for her support over the last six years. He said that it was not easy making decisions and it had been hard for his family. He thanked the Administration and Staff and said that the City would not be what it is without them. He thanked his fellow Councilmembers and supporters and said that he will be back.

5. Administration of Oath of Office to City Officials

Judge Charles M. Hill administered the Oath of Office to Vice Mayor Best.

Judge Judith Rubenstein administered the Oath of Office to Councilwoman Roslyn Buckner.

City Clerk Erika Gonzalez-Santamaria administered the Oath of Office to Councilman Bain and Councilman Petralanda.

Judge Judith Rubenstein administered the Oath of Office to Mayor Garcia.

Closing comments were made by Vice Mayor Best, Councilwoman Buckner, Councilman Bain, Councilman Petralanda and Mayor Garcia.

6. Adjourn

There being no further business to be discussed the meeting was adjourned at 6:59 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

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

Zavier M. Garcia, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE

DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



City of Miami Springs, Florida
City Council Meeting

Regular Meeting Minutes
Monday, April 13, 2015 7:00 p.m.

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

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

Present were the following:

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

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

- 2. Invocation:** Councilwoman Buckner

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

- 3. Awards & Presentations:**

- A) Swearing-in Ceremony for Police Officer Jason Collado

City Manager Gorland read a memorandum explaining a new procedure whereby each new Police Officer will be sworn-in during the City Council meetings.

After welcoming remarks, Chief of Police Armando Guzman administered the Oath of Office to Police Officer Jason Collado.

- B) Unit Citation Award presented by Chief Armando Guzman

Chief of Police Armando Guzman presented the Unit Citation Award to the midnight shift supervised by Sergeant Frank Perez for their excellent police work that resulted in the apprehension of a residential burglary suspect and recovery of several pieces of jewelry, computers, cash, collectables and property from two other residential burglaries. He commended Sergeant Perez and Officers Sandoval, Estok, Dweck and R. Castillo.

C) Presentation of Certificate of Sincere Appreciation Plaque to Suzanne Hitaffer in Recognition of 22 ½ Years of Dedicated Service to the City of Miami Springs

Mayor Garcia presented a Certificate of Sincere Appreciation plaque to Deputy City Clerk Suzanne Hitaffer in recognition of her service to the City from November 2, 1992 to April 30, 2015.

On behalf of the Administration, City Manager Gorland presented Ms. Hitaffer with an engraved crystal vase and City Clerk Gonzalez-Santamaria presented a bouquet of flowers.

Ms. Hitaffer thanked the Mayor, Council and the Administration and introduced her husband who was present.

D) Yard of the Month – April – Dee and Ninett Hernandez – 130 Flagler Drive

Dee and Ninette Hernandez were not present to receive their Certificate of Recognition.

4. Open Forum: The following members of the public addressed the City Council: Tony Lima of 841 Wren Avenue, Kim Werner of 1016 Meadowlark Avenue, and Cristina Medina of 260 Nahkoda Drive.

5. Approval of Council Minutes:

A) March 23, 2015 – Regular Meeting

Councilman Bain moved to approve. Councilman Petralanda seconded the motion, which carried 3-0 on roll call vote. The vote was as follows: Councilman Bain, Councilman Petralanda and Mayor Garcia voting Yes. Vice Mayor Best and Councilwoman Buckner abstained.

6. Reports from Boards & Commissions:

A) Board of Adjustment – Approval of Actions Taken at their Meeting of April 6, 2015 Subject to the 10-day Appeal Period

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

7. Public Hearings:

A) Ordinance – Second Reading – An Ordinance Of The City Council Of The City Of Miami Springs Creating Code Of Ordinance Section 97-06; Long Term Resident Senior Citizen Tax Exemption; By Establishing An Additional Homestead Tax Exemption Available To Qualifying Senior Citizens; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Directions To Codifiers; Providing An Effective Date
City Attorney Jan K. Seiden read the ordinance by title.

Mayor Garcia opened the public hearing to anyone wishing to speak.

Tony Lima of 841 Wren Avenue addressed the Council regarding this item and Assistant City Manager/Finance Director Alonso will provide Mr. Lima with information in order to address his concerns.

There were no additional speakers and the public hearing was closed.

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

(Mayor Garcia called recessed the meeting at 7:53 p.m. The meeting was reconvened at 8:01 p.m.)

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

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

A) Approval of City Attorney's Invoice for March 2015 in the Amount of \$13,520.25

B) Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Lou's Police Distributors, Inc., utilizing the City of Hallandale Beach Bid #FY2012-2013-008, Uniform Purchase, in the amount of \$22,000.00 for a 12-month period, for police uniforms as funds were approved in the FY 14/15 Budget, pursuant to Section 31.11 (E)(5) of the City Code

C) Recommendation by Finance that Council approve an expenditure to the Miami Springs FOP Lodge #11 in the amount of \$2,000, for the April 24, 2015 Charles B. Stafford Memorial Golf Tournament as funds were approved in the FY14/15 Budget

D) Recommendation by Finance that Council approve an expenditure to the River Cities Festival in the amount of \$5,000, for the April 10, 2015 River Cities Festival as funds were approved in the FY 14/15 Budget

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

Councilman Bain moved to approve consent agenda item 8D. Councilwoman Buckner seconded the motion. After discussion, the motion was carried 5-0 on roll call vote.

9. Old Business:

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

There were no appointments at this time.

10. New Business:

A) Ordinance – First Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 35-14, Membership In Retirement System; To Provide Any Newly Appointed Department Directors The Option Of Joining The City Employees Retirement System; Determination Of Retroactivity; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

City Attorney Seiden read the title of the ordinance.

Attorney Seiden stated that newly appointed City employees to the positions of City Manager, Assistant City Manager, or Department Director following the enactment of this ordinance shall have the option of membership in the City Employees' Retirement System or any other City approved retirement plan. He asked Staff to send the ordinance to the attorney for the Retirement Board for his review.

Councilman Bain moved to approve. Vice Mayor Best seconded the motion.

After discussion, Councilman Bain agreed to withdraw his motion and Vice Mayor Best withdrew his second and the item was tabled until the next meeting.

B) Consideration of the Board of Parks and Parkways Recommendations for the Yard of the Month Awards for May, June, July, and August 2015

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

11. Other Business: None

12. Reports & Recommendations:

A) City Attorney

City Attorney Seiden welcomed back Vice Mayor Best and newly elected Councilwoman Buckner. He also welcomed Mayor Garcia, Councilman Bain and Councilman Petralanda who were re-elected to office. He wished them luck and encouraged Council to call him with any questions.

B) City Manager

City Manager Gorland congratulated everyone and said that he looks forward to working with the new Council. He said that it is all about communication and he is always available to address any questions. He thanked River Cities Festival Chairman Tom Curtis for a successful festival event that went smoothly with no issues. He pointed out that the new graphics were on the police car parked in front of City Hall.

C) City Council

Vice Mayor Best thanked the people responsible for electing him to office again. He likes to represent people and is fortunate to have good health that allows him to do this. He said that the Administration for the City of Miami Springs is one of the strongest teams out of the 37 municipalities in Miami-Dade County; he is very proud and honored to be working with a team like this and ready to move forward.

Councilman Bain asked the Administration to look into the possibility of having the City's engineering firm re-evaluate the flood zones in the City, which could result in a savings to the residents. **By consensus, Council agreed.**

City Attorney Seiden informed Council that the City had not agreed upon a contract with the engineering firm and a survey will be conducted to determine if the hourly rates are in line with what other cities are paying.

Councilman Bain wants to pursue a better way to get the Council meeting out to the community; a full Council meeting with no excerpts or anyone picking and choosing quotes. He said this election proves that a lot of people do not get the proper perspective of the Council meetings and what is presented here. He said that we might have to do it ourselves or give a team like the FIU people who do this and report for the City on a volunteer basis. Council has discussions and comments are made and when you go back and read the paper, there is only one sentence out of what was said that is presented. The entire Council's discussion should be presented so that people are aware of what really happens so that misinformation is not sent out to the public. This is something he wants to pursue for the next two years with the help of Public Information Specialist Carol Foster who might be able to do something or prepare something, but we can explore other avenues to come in here and report the Council meeting and get it out to the people.

Councilman Bain extended congratulations to the Council and wished everyone a good evening.

Councilman Petralanda thanked the residents and said that he is humbled and honored to be elected for another two years. He is not considered a rookie anymore. He looks forward to working with the rest of the Council and the two new elected officials. He thanked Tom Curtis for doing a wonderful job over the weekend with the River Cities Festival and looks forward to next year.

Councilwoman Buckner thanked everyone for their faith in her and said that it would be a learning curve for the first couple of months. She asked everyone to bear with her and said she would do the best she can. She looks forward to working with the other Council members.

Mayor Garcia welcomed the newly elected Council members. He said that his closing remarks are for the residents and his supporters that were standing side-by-side with him and supporting other Council candidates which might have been elected to office or not. This is not the type of job where you can say "something passed on Council but, oh yeah it passed, but I didn't vote for that." Whether we like it or not, this is like a family; you might not like all your family, but you love the job you do and you love your family. At the end of the day, everyone has one common goal and that is to do what is in the best interests of all of the residents of Miami Springs, not just for today, but also for the future. Not just the

employees of the City, not just the residents, but everyone across the board. We need to make sure we are doing a good job for everybody. Regardless of differences of opinion, Council sits together as colleagues and he is hoping that by the end of the first term together, he can call everyone friends as well, because there is a better understanding of what Council does as elected officials. He thanked everyone for the opportunity to serve as Mayor once again.

13. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:27 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

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

Zavier M. Garcia, Mayor

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AGENDA MEMORANDUM

Meeting Date: 4/27/2015

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

Via: Ron Gorland, City Manager *Ron Gorland*

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

Subject: Howard's Fertilizer & Chemical

RECOMMENDATION:

Recommendation by Golf that Council authorize the issuance of a Purchase Order to Howard's Fertilizer & Chemical, utilizing Town of Davie Bid # B-14-25, in the amount of \$ 10,000.00, for custom pre-emergent fertilizer blends as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

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

Submission Date and Time: 4/15/2015 10:48 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-5708-572-52-31</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>90,000.00</u>
	Attorney: _____	Current request: \$ <u>10,000.00</u>
		Total vendor amount: \$ <u>100,000.00</u>

**TOWN OF DAVIE
PROCUREMENT AUTHORIZATION FORM**

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

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

METHOD OF PROCUREMENT (mark the one that applies)

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

ACCOUNT NUMBER OPERATING ACCOUNTS APPROXIMATE COST COMMODITY
OF USING DEPTS.

Signed and Date: _____
Department Director

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

Funds pre-encumbered by requisition number: <u>MA - PURCHASE ORDERS</u>	Sign and Date: <u>12/16/13</u>
<u>ISSUED ON AN</u>	Procurement Manager
<u>AS NEEDED BASIS</u>	
Approved for Availability of Funds	Sign and Date: <u>MLC (L.H.)</u>
	Budget/Finance Director or Designee
Sign and Date by Town Administrator	<u>1-2-14</u>

BIDS SUBMITTED

Vendor	Cost/Ranking
<u>HELENA CHEMICAL</u>	<u>SEE ATTACHED</u> <u>BID</u> <u>TABULATION</u>
<u>WINFIELD SOLUTIONS</u>	
<u>HOWARD FERTILIZER</u>	
<u>DIAMOND 2 FERTILIZER</u>	
<u>JOAN BOES LANDSCAPE</u>	
<u>CRUI PRODUCTION</u>	

Signed _____
Procurement Manager

STAFF RECOMMENDATION/COMMENTS

LOWEST RESPONSIVE + RESPONSIBLE PER ATTACHED
BIDDER FOR EACH ITEM BID TABULATION

Vendor _____ Cost _____

BID OPENING REPORT

BID NAME: B-14-25

TIME: 2:06 PM

BID NUMBER: Horticultural chemicals

DATE: 2.20.14

ESTIMATED COST: _____

NO. CONTRACTOR'S NAME BID AMOUNT COMMERCIAL RANKING

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

REMARKS

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

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

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

PURCHASING OFFICIAL: Angela Saleiras
 WITNESS: Elma Blackston

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

MEMORANDUM**Department of Budget and Finance**

To: Mayor and Town Council

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

Through: William Ackerman, Budget & Finance Director

Subject: Horticultural Chemicals

Date: February 28, 2014

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

HORTICULTURAL CHEMICALS-2012

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

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

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

NOTES

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

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

HORTICULTURAL CHEMICALS						
	HELENA	WINFIELD	HOWARD	DIAMOND	JOHN DEERE	CROP
	CHEMICAL	SOLUTIONS	FERTILIZER	R	LANDSCAPE	PRODUCTION
CATEGORY A						
Drive XLR8	\$55.05/ 1/2 gal	\$62.46/ 1/2 gal	\$48.35/ 1/2 gal	\$52.00/ 1/2 gal	\$61.13/ 1/2 gal	
Rodeo 2 1/2 gal	\$19.00/gal	\$19.11/gal		\$19.20/gal	\$35.312/gal	\$19.80/gal
Sencor	\$72.11/lb	\$17.95/lb	\$72.00/lb	\$21.80/lb	\$75.994/lb	
Roundup ProMax 1.67 gal	\$33.33/gal	\$27.42/gal	\$28.40/gal	\$29.92/gal	\$31.598/gal	\$26.00/gal
Roundup ProMax 30 gal	\$31.79/gal	\$26.97/GAL	\$25.50/gal	\$28.58/gal	\$28.376/gal	\$24.50/gal
Ranger Pro 2 1/2 gal	\$16.66/gal	\$16.23/gal	\$17.50/gal	\$17.10/gal		\$16.50/gal
Ranger Pro 30 gal	\$15.83/gal	\$15.42/gal	\$16.60/gal	\$16.48/gal		\$15.74/gal
Garlon 2 1/2 gal	\$46.50/gal	\$72.99/gal		\$55.90/gal	\$86.268/gal	\$43.20/gal
2,4-D 2 1/2 gal	\$14.76/gal		\$16.80/gal	\$14.80/gal	\$17.944/gal	\$13.90/gal
Three-Way	\$35.66/gal	\$21.40/gal	\$24.00/gal	\$23.20/gal	\$22.36/gal	
Image	\$80.89/btl	\$82.39/btl	\$85.00/btl		\$100.47/btl	
Surflan	\$47.50/gal			\$48.90/gal	\$45.312/gal	
Ronstar	\$1.32/lb		\$1.39/lb	\$1.14/lb	\$1.246/lb	
Barricade	\$10.95/lb	\$11.19/lb	\$10.50/lb	\$10.25/lb	\$10.348/lb	
Basagran	\$103.65/gal	\$97.26/gal	\$104.00/gal	\$106.00/gal	\$129.95/gal	
Pre-M 2 1/2 gal	\$31.12/gal	\$32.61/gal	\$31.20/gal	\$22.20/gal	\$29.104/gal	
Pre-M 40 lb. bag	\$1.31/lb					
Reward (Diquat)	\$41.00/gal		\$50.80/gal	\$51.40/gal	\$48.504/gal	\$40.20/gal
Sedgehammer	\$77.62/cont	\$69.32/cont	\$65.00/cont	\$69.80/cont	\$59.83/cont	
Trimec Plus						
Illoxan 3EC	\$245.99/gal		\$259.00/gal		\$380.39/gal	
Asulox				\$46.90/gal		
Finale	\$54.00/gal	\$42.40/gal	\$54.00/gal		\$64.68/gal	
Pendulum 3.3EC	\$31.12/gal	\$32.61/gal	\$31.20/gal	\$22.20/gal	\$49.016/gal	\$28.10/gal
Dismiss	\$57.53/btl	\$56.35/btl	\$50.00/btl	\$69.50/btl	\$64.75/btl	
Revolver	\$540.00/cont	\$540.00/cont	\$540.00/cont		\$540.00/cont	
Certainty	\$66.87/btl	\$71.28/btl	\$62.00/btl	\$73.60/btl	\$63.07/btl	
Cutless 0.33G	\$5.54/lb	\$5.20/lb			\$5.867/lb	
Hydrothol 191	\$62.17/gal	\$61.84/gal				\$63.60/gal
Snapshot 2.5 TG	\$1.69/lb	\$1.48/lb	\$1.58/lb	\$1.48/lb	\$1.399/lb	
Ronstar Flo	\$160.00/gal	\$160.00/ga	\$160.00/gal	\$155.00/gal	\$160.00/gal	
Pennant Magnum	\$170.10/gal		\$175.18/gal		\$201.52/gal	
Tribute	\$319.50/btl	\$319.50/btl	\$319.50/btl		\$319.50/btl	
Sureguard	\$128.95/lb	\$127.02/lb	\$139.00/lb	\$140.20/lb	\$120.354/lb	
Celsius WG	\$90.70/btl	\$90.70/btl	\$90.70/btl		\$90.70/btl	
Quicksilver T & O	\$123.90/btl	\$109.82/btl	\$109.00/btl	\$145.00/btl	\$130.86/btl	
Roundup Quik Pro	\$65.00/btl	\$57.53/btl	\$59.95/btl	\$58.40/btl	\$67.05/btl	\$66.36/btl

	HORTICULTURAL CHEMICALS					
	HELENA	WINFIELD	HOWARD	DIAMOND	JOHN DEERE	CROP
	CHEMICAL	SOLUTIONS	FERTILIZER	R	LANDSCAPE	PRODUCTION
CATEGORY B						
Orthene .97	\$7.20/lb	\$7.36/lb	\$7.60/lb	\$6.52/lb	\$6.86/lb	
Sevin SL	\$33.12/gal		\$38.60/gal	\$40.58/gal	\$37.792/gal	
Top Choice	\$2.75/lb	\$2.50/lb	\$2.50/lb	\$1.50/lb	\$2.50/lb	
Merit WSP	\$13.50/oz	\$2.25/oz	\$12.23/oz	\$2.95/oz	\$2.203/oz	
Cygon				\$47.20/gal		
Demand CS		\$84.62/qt		\$40.00/qt	\$55.60/qt	
Talstar	\$32.76/gal	\$28.40/gal	\$29.25/gal	\$28.92/gal	\$27.39/gal	
Talstar granular		\$.37/lb		\$.55/lb	\$.25/lb	
Merit 0.5G	\$.96/lb	\$.75/lb	\$.71/lb	\$.70/lb	\$.747/lb	
Dylox 6.2	\$1.13/lb		\$1.14/lb		\$1.286/lb	
Avid 0.15EC	\$595.00/gal	\$235.00/gal	\$595.00/gal	\$173.80/gal	\$322.70/gal	
Cross Check Plus		\$28.40/gal	\$29.25/gal	\$28.92/gal	\$27.37/gal	
Acephate	\$8.53/lb		\$7.50/lb	\$6.98/lb	\$8.97/lb	
Arena	\$5.31/oz	\$13.27/oz	\$13.27075/oz	\$5.30825/oz	\$13.27/oz	
CATEGORY C						
Daconil Weatherstick	\$25.65/gal	\$30.23/gal	\$34.00/gal	\$28.80/gal	\$29.104/gal	
Subdue	\$510.00/gal		\$510.00/gal	\$384.00/gal	\$398.26/gal	
Mancozeb	\$32.70/gal	\$27.28/gal		\$39.98/gal	\$19.52/gal	
Alliette Powder	\$25.58/lb		\$27.20/lb	\$15.84/lb	\$24.472/lb	
Armada	\$3.50/oz	\$2.93/oz	\$2.60/oz			
Eagle 20EW	\$32.16/pt	\$30.84/pt	\$29.90/pt		\$25.707/pt	
Fore 80WP	\$7.68/lb	\$7.26/lb	\$7.17/lb		\$31.433/lb	
Heritage TL	\$509.00/gal	\$509.00/gal	\$509.00/gal		\$497.00/gal	
Insigni	\$212.00/gal	\$204.00/gal	\$293.696/gal		293.696/gal	
Caravan G	\$1.58/lb	\$1.68/lb	\$1.63/lb		\$1.94/lb	
Chlorothalonil	\$25.65/gal	\$30.23/gal	\$34.00/gal	\$28.80/gal	\$29.104/gal	
Thiophanate-methyl		\$72.53/gal	\$72.80/gal	\$53.80/gal	\$62.992/gal	
Propiconazole	\$63.00/gal		\$72.50/gal	\$64.20/gal	\$206.00/gal	
Pro Star 70 WDG		\$52.74/lb	\$51.30/lb		\$58.446/lb	
Bayleton 50	\$131.93/lb				\$99.578/lb	
CATEGORY D						
Amdro 25 lb.	\$8.50/lb	\$5.68/lb		\$5.28/lb		
Amdro 3 lb.				\$5.83/lb		
Logic/Award	\$9.45/lb	\$6.20/lb	\$9.80/lb		\$11.641/lb	
Advion	\$10.23/lb	\$10.00/lb	\$10.00/lb	\$12.00/lb	\$12.029/lb	
CATEGORY E						
Wetting Agent	\$64.16/gal			\$21.50/gal	\$25.388/gal	\$10.40/gal
Wetting Agent-granular	\$1.91/lb			\$.98/lb	\$1.422/lb	

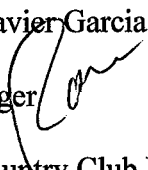
HORTICULTURAL CHEMICALS						
CATEGORY F						
Tracker Dye 2 1/2 gal	\$14.90/gal				\$16.168/gal	\$19.60/gal
Tracker Dye 1 gal	\$15.20/gal					\$24.40/gal
CATEGORY G						
Sticker/spreader	\$36.16/gal	\$22.00/gal	\$8.80/gal		\$14.888/gal	\$10.40/gal
CATEGORY H						
Foam Buster	\$4.53/qt	\$16.75/qt	\$8.00/qt	\$9.80/qt	\$8.42/qt	\$7.40/qt



AGENDA MEMORANDUM

Meeting Date: 4/27/2015

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

Via: Ron Gorland, City Manager 

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

Subject: Aeration Technology, INC.

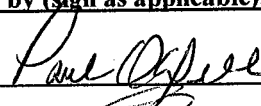
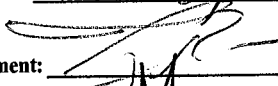

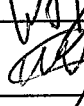
RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Aeration Technology, Inc., as a sole source provider, in an amount not to exceed \$ 28,000.00, for aerating the golf course this summer as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: To aerate the entire golf course over the course of the summer months. Aeration Technology is the only company servicing the South Florida area that does aerations and other cultural practices for golf courses in the area.

Spent in FY 13/14: \$ 27,900.00

Submission Date and Time: 4/15/2015 10:45 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u></u>	Account No.: <u>001-5708-572-4651</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u></u>	Amount previously approved: \$ <u>0</u>
	Attorney: _____	Current request: \$ <u>28,000.00</u>
		Total vendor amount: \$ <u>28,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 4/27/2015

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

Via: Ron Gorland, City Manager *Ron Gorland*

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

Subject: Harrell's

RECOMMENDATION:

Recommendation by Golf that Council authorize the issuance of a Purchase Order to Harrell's, utilizing Miami Dade County contract # 9020-1/19, in the amount of \$ 8,000.00, for liquid fertilizer as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: To continue treating and improve playability of the greens, tees, fairways and roughs.

Submission Date and Time: 4/15/2015 10:44 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-5708-572-52-31</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>NA</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>40,000.00</u>
	Attorney: _____	Current request: \$ <u>8,000.00</u>
		Total vendor amount: \$ <u>48,000.00</u>



CONTRACT AWARD SHEET
Internal Services Department
Procurement Management Services

Bid No. 9020-1/19-1
Award Sheet

DIVISION

BID NO.: 9020-1/19-1

PREVIOUS BID NO.:

TITLE: FERTILIZERS (PRE-QUALIFICATION)

CURRENT CONTRACT PERIOD: 11/01/2014 through 10/31/2019

Total # of OTRs: 1

MODIFICATION HISTORY

Bid No. 9020-1/19-1

Award Sheet

<u>DPM Notes</u>

<u>APPLICABLE ORDINANCES</u>
LIVING WAGE: <u>No</u> UAP: <u>No</u> IG: <u>No</u>
OTHER APPLICABLE ORDINANCES:

CONTRACT AWARD INFORMATION:			
<u>No</u> Local Preference	<u>No</u> Micro Enterprise	Full Federal Funding	<u>No</u> Performance Bond
Small Business Enterprise (SBE)	PTP Funds	Partial Federal Funding	<u>No</u> Insurance
Miscellaneous:			
REQUISITION NO.:			

PROCUREMENT AGENT: ANTHONY WELLS	EMAIL: AWELLS@MIAMIDADE.GOV
PHONE: 305 375-0000 FAX:	

VENDOR NAME:
DBA:
FEIN: SUFFIX :
STREET: CITY: ST: ZIP:
FOB TERMS: DELIVERY:
PAYMENT TERMS: TOLL PHONE:

VENDOR INFORMATION:

CERTIFIED VENDOR

ASSIGNED MEASURES

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

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address

ITEMS AWARDED Section:

Details: 9020-1/19-1

Fertilizers (PRE-QUALIFICATION)

Item #	Description	Qty	Unit Price
<u>End of ITEMS AWARDED Section</u>			

AWARD INFORMATION Section

BCC Award: No DPM Award: No
BCC Date: 07/23/2009 DPM Date: 07/28/2014

Contract Amount: \$ 4,016,000.00

Additional Items Allowed: Agenda Item No.:

Special Conditions:

BPO INFORMATION Section:

1	
Commodity ID	Commodity Name

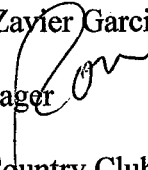
End of BPO Information Section



AGENDA MEMORANDUM

Meeting Date: 4/27/2015

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

Via: Ron Gorland, City Manager 

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

Subject: Growers Equipment Co.

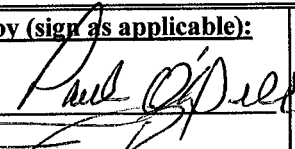
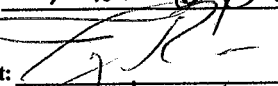
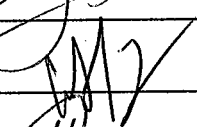
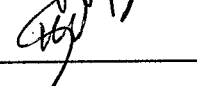
RECOMMENDATION:

Recommendation by Golf that Council authorize the issuance of a Purchase Order to Growers Equipment Co., utilizing State of Florida contract # 760-000-10-1, in the amount of \$ 13,000.00, for the repairs done to the Kubota tractor at the golf course as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: This Kubota tractor that we use at the golf course is used to haul a pull gang to mow the roughs and out of play areas across 183 acres. We sent it off for repairs ahead of the summer months due to age of the equipment.

Spent in FY 13/14: \$ 852.82

Submission Date and Time: 4/15/2015 10:43 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u></u>	Account No.: <u>001-5708-572-5200</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u></u>	Amount previously approved: \$ <u>0</u>
	Attorney: _____	Current request: \$ <u>13,000.00</u>
		Total vendor amount: \$ <u>13,000.00</u>

**Ordering Instructions Form
INSTRUCTIONS TO ELIGIBLE USERS**

The following Contractor has select awards within State Term Contract, No. 760-000-10-1; Construction, Industrial, Agricultural, & Lawn Equipment. For specific Contract awards, Eligible Users are referred to Section 7.1, Price Sheet & Ordering Instructions (See also the linked Authorized Price List(s)). All Orders are to be placed in accordance with the Contract prices, discounts, requirements, specifications, terms, and conditions.

RESPONDENT INFORMATION

ORGANIZATION INFORMATION

ORGANIZATION NAME: CNH America LLC (A)
 ORGANIZATION FEID NO.: 76-0433811
 MFMP / SPURS VENDOR NO.: 76-0433811-002
 ADDRESS: 500 Diller Avenue
 CITY, STATE and ZIP: New Holland, PA 17557
 INTERNET ADDRESS: <http://www.newholland.com/na>
 TELEPHONE NO.: 866-NEW-HLND (866-639-4563)
 TOLL-FREE NO.: 866-NEW-HLND (866-639-4563)
 FAX NO.: 717-355-1487

REPRESENTATIVE INFORMATION

NAME: Wayne Crow
 TITLE: Account Manager, Government & Fleet Sales
 ADDRESS: 500 Diller Avenue (MS 248)
 CITY, STATE and ZIP: New Holland, PA 17557
 E-MAIL ADDRESS: wayne.crow@newholland.com
 TELEPHONE NO.: 717-355-4744
 TOLL-FREE NO.: 866-NEW-HLND (866-639-4563); ask to be connected to Wayne Crow
 CELL PHONE NO.: 717-314-3657
 FAX NO.: 717-355-1487

REMIT-TO INFORMATION (IF AWARDED; REMIT-TO INFORMATION FOR PURCHASE ORDER ACQUISITIONS ONLY)

REMIT-TO ORGANIZATION NAME: CNH America LLC
 REMIT-TO ADDRESS: 500 Diller Avenue (MS 248)
 REMIT-TO CITY, STATE and ZIP: New Holland, PA 17557

Note: Please make sure the Ordering Instructions information provided above and below (if applicable) matches the State of Florida Vendor Registration System account information (Vendor Information Portal ("VIP"): <http://vendor.myfloridamarketplace.com/>).

RESPONDENT'S DEALER INFORMATION / LIST (IF AWARDED; FOR USE BY MANUFACTURER AS CONTRACTOR ONLY, NOT DEALER AS CONTRACTOR)

GENERAL DEALER INSTRUCTIONS: Eligible Users should issue orders to the local dealer (see below); Delivery and service will be made through a local dealer (see below).

Note: The Manufacturer as Contractor is fully responsible for compliance with all the prices, discounts, requirements, specifications, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include in the Ordering Instructions.

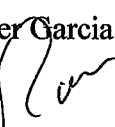
DEALER NAME	CONTACT NAME	DEALER ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NO.	FAX NO.
Alachua Tractor & Equipment Co. Inc.	Brian Butcher	14480 NW US Highway 441	Alachua	FL	32615	386-462-5414	386-462-1335
Kingline Equipment, Inc.	Summer King	3221 Highway 29 South	Cantonment	FL	32533	850-937-9693	850-937-9235
Growers Equipment Co.	Martin Lopez	2695 Davie Road	Davie	FL	33314	954-916-1020	954-916-0080
Mid-State New Holland, Inc.	Bill Dale	1255 Cr 44 E	Eustis	FL	32726	352-357-7930	352-357-7830
Creel Tractor Company	Brian Creel	3771 Palm Beach Blvd	Fort Myers	FL	33916	239-694-2185	239-694-6059
Thompson Tractor Co.	Tom Peyton	15601 Orange Avenue	Fort Pierce	FL	34945	772-460-9040	772-460-9047
South Florida NH Equipment Corp. (Fortrac)	Kyle Wingo	1995 N.E. 8th Street	Homestead	FL	33033	305-247-1321	305-245-5735
Gordon Tractor, Inc.	Keith Gordon	1722 S Ohio Ave.	Live Oak	FL	32064	850-973-2245	850-973-8687
Gordon Tractor, Inc.	Keith Gordon	491 SW Range Ave.	Madison	FL	32341	850-973-2245	850-973-8687
Growers Equipment Co.	Martin Lopez	8674 NW 58 Street	Miami	FL	33166	954-916-1020	954-916-0080
Ocala Tractor, LLC	Ryan Hood	5841 N. Highway 441	Ocala	FL	34475	352-732-8585	352-867-8366
Landig Tractor Co., Inc.	Marti Albritton	6429 Causeway Blvd	Tampa	FL	33619	813-623-3673	813-628-4282
Growers Equipment Co.	Martin Lopez	8233 Gator Lane	West Palm Beach	FL	33411	954-916-1020	954-916-0080



AGENDA MEMORANDUM

Meeting Date: 4/27/2015

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

Via: Ron Gorland, City Manager 

From: Tom Nash, Public Works Director

Subject: Contract Renewal




RECOMMENDATION:

Recommendation by Public Works that Council waive the competitive bid process and approve an expenditure to Computer Electric, on an "as needed basis" in the amount of \$ 47.70 per hour, for Electrical repairs as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period.

DISCUSSION:

This is the second year renewal for Contract RFP #03-11/12. This contract was approved by Council 5/29/12. The initial 2 year contract was approved by Council on 9/12/13 with options to renew 2 additional 1 year periods. Last fiscal year we spent \$282,456.12 with \$184,182.20 used for street light repairs paid for with CITT funds; all departments have been included for services under the contract.

Submission Date and Time: 4/14/2015 9:10 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>Citizens Indep. Transportation Trust</u>
Prepared by: <u>Rosita Hernandez</u>	Procurement: _____	Account No.: <u>135-0902-541-3400</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>18,720.00</u>
		Total vendor amount: \$ _____

CE Computer Electric, Inc.

660 Miller Drive
Miami Springs, FL 33166

EC #13001721

Office (305) 889-0018
Fax No. (305) 889-8088

Website: www.computerelectricinc.com
"Your 24/7 Electrical Contractor"

Tuesday, April 14, 2015

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

Attention: Tom Nash
Rosita Hernandez

Email : nasht@miamisprings-fl.gov
Email : hernandezr@miamisprings-fl.gov

RE: Extension of Contract for Licensed Electrical Contractor Services-Citywide

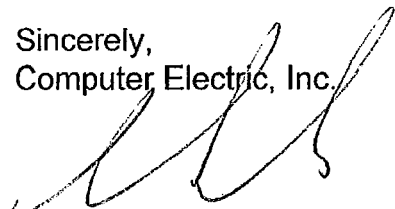
Dear Mr. Nash and Rosita Hernandez:

Please accept this letter as our confirmation to extend our contract signed June 04, 2012 for another annual term (6/01/2015 to 6/01/2016) with the same rates.

Please let me know if you have any questions or need any further information.

As always, it is a pleasure working for the City of Miami Springs,

Sincerely,
Computer Electric, Inc.



Mark R. Chandler,
Master Electrician, RCDD, NTS
EC 13001721

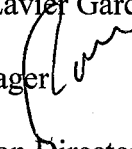
MRC/tc



AGENDA MEMORANDUM

Meeting Date: 4/13/2015

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

Via: Ron Gorland, City Manager 

From: Omar L. Luna, Recreation Director

Subject: 4th of July Firework Display

Recommendation:

Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$15,000, for 4th of July Fireworks Display as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

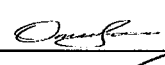
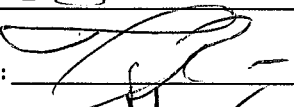
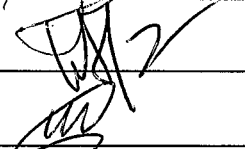
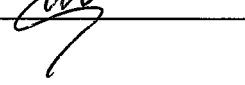
Discussion/Analysis:

Provide the annual fireworks display for the 4th of July. This vendor has provided the fireworks display to the City since 1997. This vendor is one of only two local vendors and has provided firework displays for several municipalities such as: City of Homestead, City of Marathon, City of Pembroke Pines, Town of Davie, City of Coral Gables and Florida City. Firepower works directly with Miami Dade County Fire Department on our behalf, which expedites the permitting process and inspections required.

Fiscal Impact (If applicable):

The Fireworks Display is already budgeted.

Submission Date and Time: 4/22/2015 8:16 AM

<p><u>Submitted by:</u></p> <p>Department: <u>Recreation</u></p> <p>Prepared by: <u>Omar Luna</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: </p> <p>Procurement: </p> <p>Asst. City Mgr.: </p> <p>City Manager: </p> <p>Attorney: _____</p>	<p><u>Funding:</u></p> <p>Dept./ Desc.: <u>Recreation Department</u></p> <p>Account No. <u>001-5701-572.48-00</u></p> <p>Additional Funding: <u>N/A</u></p> <p>Amount previously approved: \$ <u>\$15,000</u></p> <p>Current request: \$ <u>\$15,000</u></p> <p>Total vendor amount: \$ <u>\$15,000</u></p>
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FIREWORKS DISPLAYS UNLIMITED

... a division of Firepower Displays

SPECTACULAR CUSTOM FIREWORKS DISPLAYS FOR ANY OCCASION

CONTRACT FOR FIREWORKS DISPLAYS

Sponsors	:	CITY OF MIAMI SPRINGS
Contact	:	RON GORLAND
Date of Display	:	JULY 4, 2015
Location	:	MIAMI SPRINGS GOLF COURSE
Time	:	APPROX. 9:00 PM
Duration	:	APPROX 18-20 MINUTES
Show Price	:	\$15,000
Deposit	:	\$7,500
Remarks	:	

We the undersigned, being interested in a fireworks display for CITY OF MIAMI SPRINGS agree to pay a price of \$15,000 for the display agreed upon, which will be furnished by Fireworks Displays Unlimited, LLC.

The undersigned, intending to be legally bound, agree as follows:

1. Sponsor to make a deposit payment of 50% of the contact price upon signing of contract, but no later than 30 days prior to display.
2. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1-1/2% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Fireworks Display's reasonable attorney fees and court costs in the event Fireworks Displays shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.
3. SPONSOR'S AGENT: RON GORLAND be designated as sponsor's agent to whom all questions and inquiries shall relay all questions and inquiries. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.
4. If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Fireworks Displays Unlimited, LLC advises that it is no longer necessary. Fireworks Displays Unlimited, LLC is not responsible for clean-up of land-based shows other

than company equipment, supplies and packing materials. A land based fireworks show produces debris. Sponsor shall be responsible for the clean-up of any such debris.

5. If event is over water, Fireworks Displays Unlimited will be responsible for marine permit, and for control of safety zone
6. Fireworks Displays Unlimited, LLC. reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
7. Fireworks Displays Unlimited, LLC. will furnish all applicable licenses, permits and \$1,000,000 liability insurance and pyrotechnicians for your electronically fired display.
8. **NOTE:** In accordance with local regulations and ordinances, fireworks displays shall not take place later than 10:30pm unless approval is obtained from the governing authority. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays. If for some reason, shoot time does not occur before the allotted time and shoot is cancelled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
9. Hold harmless Fireworks Displays Unlimited, LLC. from any claims that do not directly relate to damages produced by its staff, equipment or pyrotechnic material.
10. **CREDITS:** As a material inducement to Fireworks Displays agreeing to enter into this agreement, Sponsor shall give Fireworks Displays program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.
11. If show is canceled, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in/ load out expenses not to exceed 50% of budget. If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
12. If wind exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsor and Fireworks Displays Unlimited, LLC.
13. Rain date policy is as follows: Postponement time is 11:30am day of display.
14. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, it shall be re-scheduled to the Inclement Weather Date set forth by Sponsor.
15. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-1995, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars or buildings. This program requires a safety zone that has a radius of 350 feet because of the inclusion of 5-inch shells. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-1995.

***Fireworks Displays Unlimited, LLC, upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner.*

Date

Sponsor

Fireworks Displays Unlimited, LLC.
Allyson Avins, Manager

Firework Effects

ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS – bursts resembling a round and weeping flower pattern, **WHISTLES** – a break of color, followed by whistles, **SCREAMING DRAGONS** – a break of bright magnesium colors followed by loud screaming whistle, **GOLD FLITTER, SILVER OR GLITTER CROSSETTES** - exploding comets crackling into crisscrossing effects, **FANCY STAR SHELLS** – Assorted brilliant colors in various patterns, **SPIDERWEBS** – long hanging fine webs of gold or silver, **TOURBILLIONS** – titanium silver spinning effects, **RINGSHELLS** – assorted ring patterns of different colors of one, two, three or five different colors, **GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES** – a palm tree image with trunk-like different forms, **ASSORTED TWO and THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES** – two or three distinct color changes that resemble a round and weeping flower pattern, **STROBES** – a variety of bright twinkling shells, **ASSORTED COLOR BROCADES** – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and falling low, **MULTI-BREAK SALUTE SHELLS** – a variety of salute effects that incorporate multiple powerful reports into the display, **ASSORTED COMETS**, bright luminous thick tail with comet-like appearance with various colors, **ASSORTED TIGERTAILS**, similar to comets, **ASSORTED MINES**, projects various types of effect and colored stars that are launched and ignited at a low altitude, **TITANIUM SALUTES** – these shells explode into a burst of brilliant white lights and booming reports, **ASSORTED COLOR & CRACKLING EFFECTS** – assorted color peonies and chrysanthemums with crackling effects, **WILLOWS** - very fine lines with an umbrella like effect cascading slowly, **ETC.**

Shell Count

	OPENING	BODY	FINALE	TOTAL SHELLS
2.5" SHELLS	72	72	108	252
3" SHELLS	30	150	360	540
4" SHELLS	18	198	90	306
5" SHELLS	8	112	24	144
6" SHELLS	6	90	21	117

FINALE BARRAGE: OVER 1000 SHOTS.



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

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

The following appointments are pending:

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

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

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

CITY OF MIAMI SPRINGS



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

TO: Honorable Mayor Xavier Garcia and members of the City Council

FROM: Ron Gorland, City Manager

SUBJECT: Aquatic Center Design and Cost Discussion Item

DATE: April 2, 2015

For subject consideration by Mayor and Council, attached are three documents as follows:

Attachment "A" - Email from Councilwoman Buckner

Attachment "B" - Email from Councilman Bob Best

Attachment "C" - "Considerations" memo from our Aquatic Center Consultant
Jorge Ferrer, Bermello & Ajamil (B&A)

From: [Ron Gorland](#)
To: [Councilwoman Roslyn Buckner](#)
Cc: [Erika Gonzalez-Santamaria](#); [Jan Seiden](#); [William Alonso](#)
Subject: RE: Agenda item
Date: Tuesday, April 21, 2015 3:31:37 PM

Will do.

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

From: Councilwoman Roslyn Buckner
Sent: Tuesday, April 21, 2015 2:47 PM
To: Ron Gorland
Subject: Agenda item

Good afternoon,

Please include for the next meeting, an agenda item that will discuss the Aquatic Ctr, the current design and cost.

Thanks

Sent from my iPad

[http://www.miamisprings-fl.gov/sites/default/files/imagecache/featured/photoalbumslideshowimages/1_2.jpg]

The City of Miami Springs is on Twitter <<http://www.twitter.com/miamispringsFL>> and has a website MiamiSprings-FL.Gov <<http://www.miamisprings-fl.gov>>

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

From: Ron Gorland
To: Jan Seiden; William Alonso; Erika Gonzalez-Santamaria
Subject: Fwd: Proposed City Pool Project.
Date: Tuesday, April 21, 2015 9:07:43 PM

Interesting. Let's discuss in the morning.

Ron

Begin forwarded message:

From: Councilman Bob Best <bestb@miamisprings-fl.gov>
Date: April 21, 2015 at 8:57:09 PM EDT
To: Ron Gorland <gorlandr@miamisprings-fl.gov>
Cc: "alonso@miamisprings-fl.gov. siedenj@miamisprings-fl.gov. santamariae@miamisprings-fl.gov" <alonso@miamisprings-fl.gov.
siedenj@miamisprings-fl.gov.santamariae@miamisprings-fl.gov>
Subject: Proposed City Pool Project.

Colleagues, I address you today to ask you to reflect on the recent election and the voice of the electorate that prevailed. Please be advised, I think it to be clearly obvious, that the recent expenditure allotted to the Pool and the rendition thereof, is ludicrous, incredulous, excessive, and unnecessary. This is ear to the ground, all encompassing.....and it is real.

I wish toward bringing the City together, as opposed to the unseemly alternative. This, in fact is an opportunity to achieve this and move forward united, as we should be.

I have asked the Manager to enter an agenda item for our Regular Meeting of Monday, April 27th of 2015, stating:

I wish to indulge the Council to agree to an "Administrative Hold" be enacted to

This Project until such time as this seated Council, the Administration, and our

Citizens are affectively satisfied that we are proceeding satisfactorily.

I believe we could eliminate \$1.5 - \$2.0M by addressing an 8 (eight) lane no - frills

Competition designed pool with reasonable amenities.

This is a City asset - no question, and it requires our undivided attention. Of this I am

Aware.....and something needs to be done, but at what price ?

Let's enter into candid discussion how to improve on a project and move forward !

[http://www.miamisprings-fl.gov/sites/default/files/imagecache/featured/photoalbumslideshowimages/1_2.jpg]
]

The City of Miami Springs is on

Twitter<<http://www.twitter.com/miamispringsFL>> and has a website

MiamiSprings-FL.Gov<<http://www.miamisprings-fl.gov>>



Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture
Public Information

April 22, 2015

Mr. Ron Gorland
City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166

Re: Miami Springs Aquatic Facility – Items for Consideration

Dear Mr. Gorland,

Per our discussion in today's meeting, the following is a very preliminary list of items for consideration if scope changes are planned for the Aquatic Facility project.

Schedule Related Impact Items

1. Current project placed on hold. Amount of time for delays will be based on actual proposed changes.
2. Permit process placed on hold. Process will start over based on new design.
3. Design review process placed on hold. Process will start over based on new design.
4. Redesign time for new pool type/size.
 - a. Additional pool bathrooms and equipment may be needed if the pool increases in size.
 - b. If competition pool is required:
 - i. Possible reduced deck size.
 - ii. Possible removal of cabanas.
 - iii. Add viewing platform/area/bleachers/scoreboard, etc., and other equipment necessary for hosting competitions. Possible 2nd story to building as originally proposed.
5. Additional council meetings.
6. Additional meetings with staff.
7. Additional public meetings (presentations of design/surveys) – process starts over again.
8. Depending of severity of changes, it could be considered a totally different project. The new design could trigger a re-issuance of an RFP.
9. Existing pool will remain closed longer due to schedule changes. If new design process takes too long, new pool may miss next year's summer season completely.

Cost Related Impact Items

1. Impact to current financing of the project.
2. Additional redesign fees for design/build team.
3. Additional owner's rep fees.
4. Additional permit fees (possible).
5. Cost impact of stopping work – general conditions, demobilization/remobilization.
6. Possible cost increases due to material costs going up due to delay. Per Luncacon Construction, subcontractor prices could only be guaranteed for 2 months.
7. Lunacon Construction may lose some subcontractors if project is delayed to long. This could cause them to have to obtain quotes from different subcontractors.
8. Additional costs associated with new design – deeper pool, bigger pool building, scoreboard, etc...

Possible Cost Reduction Items

Costs listed in this section were obtained from Lunacon Construction's Bid Form.

1. Deletion of Multi-Purpose Building - **\$1,007,757.**
2. Deletion of Concessions Building - **\$111,527.**
3. Deletion of Pool Cabanas - \$11,500 each – 6 total - **\$69,000.**
4. Deletion of Playground - **\$66,304.**

Possible Questions for Discussion with Council

1. Do we put a hold on the entire project process at this time, except for the demolition of the old pool?
2. What are the per diem work stoppage costs from Lunacon Construction?
3. What will be the new scope of the project? Competition pool vs. Leisure pool?
4. What are the prepayment penalties from SunTrust if a principal reduction payment is made on the current loan?

Let me know if you have any questions,

Warmest personal regards,



Jorge Ferrer
Partner



AGENDA MEMORANDUM

Meeting Date: 4/27/2015

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

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

From: Tammy Romero, Professional Services Supervisor

Subject: Authorization to approve the execution of a Professional Consulting Services Agreement with Craven Thompson & Assoc., Inc.

RECOMMENDATION:

Recommendation that Council approve the execution of the Professional Consulting Services Agreement with Craven Thompson & Assoc., Inc. for Architectural, Engineering, Planning, Design and Staff Services Support citywide paid in accordance with the Hourly Fee Schedule "Attachment B" of the contract.

DISCUSSION:

On August 18, 2014, we advertised a Request for Qualifications (RFQ# 03-13/14) for Architectural, Engineering, Planning, Design and Staff Support Services. A mandatory pre-bid meeting was held on September 16th, 2014 with 30 firms in attendance. On October 2nd, the Request for Qualifications were due and 17 companies/firms responded. All responses were evaluated and deemed responsive.

As stated in the advertised RFQ, the City was primarily interested in firm(s) or individual(s) that can provide multiple services from within their organization. A few spreadsheets, were created which represented the 17 responses to the trades/services they offer based on the category of services within the RFQ requirements. Based on the spreadsheets presented to Council, 4 firms provide 8 of the major disciplines that the City anticipates utilizing over the course of the contract without the necessity to employ other contractors.

Staff made a recommendation to Council to allow the four (4) firms the opportunity to make presentations and to narrow down the list to one firm so that staff could begin negotiating pricing.

On January 21st, 2015 Council heard from all four firms with a 15-20 minute presentation time and a 10-15 minute Q&A time from each. The firms were ranked by each member of Council (from 1-4, 1 being top pick, etc.) and then the sheets were tallied up (the lowest score was ranked the top firm), ranking Craven Thompson & Assoc., Inc. number one firm.

Staff met with Craven Thompson & Assoc., Inc. and negotiated 1) an hourly fee schedule and 2) a Professional Consulting Services Agreement favorable to the City. Both items are attached and have been reviewed by Jan Seiden, City Attorney.

Submission Date and Time: 4/22/2015 2:55 PM

<p>Submitted by:</p> <p>Department: <u>Finance</u></p> <p>Prepared by: <u>Tammy Romero</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Approved by (sign as applicable):</p> <p>Dept. Head: <u><i>[Signature]</i></u></p> <p>Procurement: _____</p> <p>Asst. City Mgr.: <u><i>[Signature]</i></u></p> <p>City Manager: _____</p> <p>Attorney: _____</p>	<p>Funding:</p> <p>Dept./ Desc.: <u>Various Depts./ Professional Services</u></p> <p>Account No.: <u>XXX-XXXX-XXX-31-00</u></p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ _____</p> <p>Total vendor amount: \$ _____</p>
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STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF MIAMI SPRINGS
AND

CRAVEN THOMPSON & ASSOCIATES, INC.

AWARDED PER
REQUEST FOR PROPOSAL #03-13/14



AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2015, between the **City of Miami Springs**, a Florida municipal corporation located at 201 Westward Drive, Miami Springs, FL 33166 ("City" hereafter) and **Craven Thompson & Associates Inc.**, a corporation authorized to do business in the State of Florida, whose local business address is 3563 NW 53rd Street, Fort Lauderdale, FL 33309 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #04-13/14 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter); and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Council finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 - GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

ADA Engineering	Civil Engineering
Transportation engineer	Drainage/Storm Water/Underground utilities/Water resources
Land Surveying/mapping	Landscape Architect/ Landscaping design
Multi-disciplinary engineers	Traffic/roadways

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Council and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and may be renewed at the sole and exclusive discretion of the City, for four (4) additional one (1) year terms. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 - PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services, the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Council or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the

obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the

CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8-SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 -TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10-INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its council members, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and

Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants .

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees . The CONSULTANT shall require similar waivers from all subconsultants . The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation , the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation .

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims. Counter-Claims. Disputes. Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement , all claims, counter-claims , disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 - NOTICE

A Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Craven Thompson & Associates Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Miami Springs
201 Westward Drive
Miami Springs, Fl. 33166.

ARTICLE 14 - NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall

have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 - PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever

possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Agreement.

F. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

G. Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 19 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date first above written:

CITY OF MIAMI SPRINGS, FLORIDA

By: _____
Ronald K. Gorland

ATTEST:

Approved as to form and
legal sufficiency:

Erika Gonzalez-Santamaria, City Clerk

Jan K. Seiden, City Attorney

CONSULTANT: CRAVEN THOMPSON & ASSOCIATES, INC.

By: _____

{Corporate Seal}

Print Name: _____

Title: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015
by _____, as _____ (Title), of
Craven Thompson & Associates, Inc., a corporation authorized to do business in the State of Florida,
and who is personally known to me or who has produced the following _____
as identification.

Notary Public

Print Name: _____

My commission expires: _____

Exhibit A: Sample Task Order

Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

**PROFESSIONAL CONSULTING SERVICES
FOR**

_____Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____day of_____, 2015, between the **City of Miami Springs**, a Florida municipal corporation located at 201 Westward Drive, Miami Springs, Florida 33166 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____

2.0 Scope

Under this Task Order, the Consultant will provide the City of Miami Springs Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services.**

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of \$_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone: _____; email: _____; and, the Project Manager for the City is _____, phone: _____; email: _____

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287 .055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Miami Springs and the Consultant, _____, dated _____ 2015 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF MIAMI SPRINGS

By: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

Consultant: _____

By: _____

Print Name: _____

Print Title: _____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

CRAVEN THOMPSON & ASSOCIATES, INC.

HOURLY FEE SCHEDULE

Hourly Fee Schedule

Principal	\$220/Hour
Principal Engineer	\$180/Hour
Senior Supervising Engineer	\$160/Hour
Principal Surveyor/Landscape Architect/Planner	\$145/Hour
Director of Construction Management	\$135/Hour
Senior Engineer/Senior Landscape Architect	\$120/Hour
Landscape Architect/Senior Planner	\$115/Hour
Professional Land Surveyor	\$110/Hour
Project Engineer/Surveyor/Planner/Biologist/Landscape Designer	\$105/Hour
Senior Field Representative	\$90/Hour
Senior CADD Technician	\$80/Hour
Field Representative	\$80/Hour
Clerical	\$65/Hour
Survey Field Crew (2-Man Crew)	\$115/Hour
Survey Field Crew (3-Man Crew)	\$145/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$250/Hour
Expert Witness Testimony	\$275/Hour
Court Appearances	\$300/Hour

ORDINANCE NO. _____ -2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 35-14, MEMBERSHIP IN RETIREMENT SYSTEM; TO PROVIDE ANY NEWLY APPOINTED DEPARTMENT DIRECTORS THE OPTION OF JOINING THE CITY EMPLOYEES RETIREMENT SYSTEM; DETERMINATION OF RETROACTIVITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, the City administration anticipates that there may be a need to hire new department directors in the upcoming years; and,

WHEREAS, the advertisement of recruitment for new department directors should be as attractive as possible; and,

WHEREAS, the current City Manager, Assistant City Manager, and Chief of Police have been provided with the option to participate in the appropriate City retirement system; and,

WHEREAS, it is believed that by offering participation in the ICMA Pension Plan or some other City approved retirement plan the City will attract more qualified candidates for open director positions; and,

WHEREAS, due to the nature and stature of City department director positions, it is appropriate to offer enrollment in alternative retirement plans to such candidates; and,

WHEREAS, the City Council has determined that the amendment of the City Employees Retirement System Ordinance in order to allow the new department directors the option to participate in the ICMA Pension Plan, or some other City approved plan, is both proper and appropriate and in the best interests of the City and its citizens;

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

Section 1: That Code of Ordinance Section, 35-14, Membership in Retirement System, is hereby amended as follows:

Sec. 35-14. Membership in retirement system.

(A) *Eligibility.* All persons who are employees of the City on the day preceding the effective date of the retirement system, and all persons who become full time permanent employees of the City on or after the effective date of the system shall become members of the system. ~~However, the membership of the system shall not include any employee who is employed in a position that normally requires less than 1,000 hours of work per annum, nor shall it include any employee whose services are compensated wholly on a fee basis.~~ Notwithstanding the foregoing, newly appointed City employees to the positions of City Manager, Assistant City Manager, or Department Director, following the enactment of this ordinance, shall have the option of membership in the City Employees Retirement System or any other City approved retirement plan, so long as a plan election is made within thirty (30) days of being hired by the City and it is understood and agreed by the employee that the plan election is irrevocable.

(B) *Determination of eligibility.* In any case of doubt as to the membership status of any employee, the Board of Trustees shall decide the question, and the decision of the board shall be final.

(C) *Retroactivity.* Nothing contained herein shall in any manner modify or impact the retirement membership or status of any person employed by the City prior to effective date of the foregoing provisions.

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

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

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

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

Vice Mayor Best _____
Councilman Bain _____
Councilwoman Buckner _____
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

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

ORDINANCE NO. _____ – 2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING THE FOLLOWING DELINEATED CODE SECTIONS CONTAINED IN "THE MIAMI SPRINGS RETIREMENT ORDINANCE" IN ORDER TO COMPLY WITH THE PROVISIONS OF THE INTERNAL REVENUE CODE; BY PROVIDING ADDITIONAL DEFINITIONS IN CODE SECTION 35-04, DEFINITIONS; SUPPLEMENTING THE PROVISIONS CONTAINED IN CODE SECTION 35-18, MILITARY SERVICE CREDIT; BY CORRECTING CERTAIN LANGUAGE AND PROVIDING AN ADDITIONAL PROVISION IN CODE SECTION 35-20, NORMAL RETIREMENT; BY REVISING AND SUPPLEMENTING PROVISIONS CONTAINED IN CODE SECTION 35-30.1, LIMITATION ON BENEFITS; BY SUBSTANTIALLY MODIFYING AND UPDATING PROVISIONS CONTAINED IN CODE SECTION 35-30.2, DISTRIBUTIONS IN PLAN YEARS BEGINNING AFTER DECEMBER 3, 1984; BY CREATING NEW CODE OF ORDINANCE SECTION 35-30.4, MISCELLANEOUS; BY SUPPLEMENTING AND FURTHER EXPLAINING PROVISIONS CONTAINED IN CODE SECTION 35-46, DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, the City of Miami Springs "Retirement Ordinance" is under the constant review of the its Board of Trustees, plan administrators, and legal counsel to the Board; and,

WHEREAS, at various times, as might be occasioned by changes in the law or other factors, those responsible for the System put its provisions under review; and,

WHEREAS, the review of the "General Employees Retirement System" is sometimes performed by outside government agencies; and,

WHEREAS, as a result of a recent review, the “General Employees Retirement System” has received a Determination Letter from the Internal Revenue Service which requires certain amendments to the “Retirement Ordinances” in order to comply with the Internal Revenue Code; and,

WHEREAS, Counsel for the Board and the Retirement System have provided the required amendatory provisions to the City for review and City Council approval; and,

WHEREAS, the City Council of the City of Miami Springs has determined that the enactment of the required amendatory provisions is in the best interests of the City and its “General Employees Retirement System;”

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

Section 1. That the following delineated Code Sections of “The Miami Springs Retirement Ordinance” are hereby amended as follows:

ARTICLE I. – EMPLOYEES’ RETIREMENT SYSTEM

Sec. 35-01. – Short title.

Sections 35-01 through 35-45 may be cited as “The City of Miami Springs Retirement Ordinance.”

Sec. 35-04. – Definitions.

For purposes of §§ 35-01 – 35-45, the following words and phrases shall have the following meanings ascribed to them respectively.

(A) thru (N) unchanged

(O) Qualified Military Service. Any service in the uniformed service (as defined in Chapter 43 of title 38, United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service (Section 414(u)(5) of the Internal Revenue Code).

(OP) Regular interest. The rate or rates of interest per annum, compounded annually, as the Board of Trustees shall from time to time adopt for purposes of the definition of the term “actuarial equivalence.”

(PQ) Retirant. Any member who retires with a pension payable from funds of the retirement system.

(QR) Retirement. A member's withdrawal from the employ of the City with a pension payable from funds of the retirement system.

(RS) Retirement system or system. The City of Miami Springs employee's retirement system, created and established by §§ 35-01—35-45.

(T) USERRA. Uniformed Services Employment and Reemployment Rights Act (P.L. 103-353).

Sec. 35-18. - Military service credit.

- (A)
- (B)
- (C) USERRA. Notwithstanding any provision of this plan to the contrary, effective as of December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code of 1986, as amended, USERRA, and the Florida Statutes, as applicable.
- (D) Death Benefits. In the case of a death or disability occurring on or after January 1, 2007, if a participant dies while performing qualified military service (as defined in Section 414(u) of the Internal Revenue Code), the survivors of the participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the plan as if the participant had resumed and then terminated employment by the City on account of death.
- (E) Differential Wage Payments. For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined in Section 3401(h)(2) of the Internal Revenue Code, shall be treated as an employee of the employer making the payment, (ii) the differential wage payment shall be treated as compensation, and (iii) the plan shall not be treated as failing to meet the requirements of any provision described in Section 414(u)(1)(C) of the Internal Revenue Code by reason of any contribution or benefit which is based on the differential wage payment.

Sec. 35-20. - Normal retirement.

- (A)
- (B)
- (C)
- (D)
 - (1)
 - (2)
 - (a)
 - (b)
 - (c)
 - (d)
 - 1.
 - 2.

3. Any form of payment selected by a retired member must comply with the minimum distribution requirements of the IRC Internal Revenue Code Section 401(Aa)(9), and is subject to the requirements of subsection 29 thereof, e.g., payments must commence by age 70½.
4.

(E) Compliance with Internal Revenue Code Sections 414(k) and 414(i).

To the extent required under the Internal Revenue Code, the DROP under the retirement system shall be treated as a defined contribution plan to the extent that the member's benefits under the retirement system are based on the member's DROP account. The amount of "annual additions" (as such term is defined in Section 415(c)(2) of the Internal Revenue Code and Treasury Regulations Section 1.415(c)-1(b)) which may be allocated under the DROP to a member's DROP account for a "limitation year" may not exceed the maximum permissible amount under Section 415(c)(1) of the Internal Revenue Code and Treasury Regulations Section 1.415(c)-1(a)(1) (the "Annual Maximum Amount"). For purposes hereof, the term "limitation year" means the twelve-month period beginning on October 1. In addition, for purposes of determining a member's Annual Maximum Amount, the member's compensation shall be determined in compliance with Treasury Regulations Section 1.415(c)-2.

Sec. 35-30.1. - Limitation on benefits.

In no event may a member's annual benefit exceed the lesser of:

- (A) Ninety One hundred sixty thousand dollars (adjusted for cost of living in accordance with Internal Revenue Code (IRC) section 415(d), but only for the year in which such adjustment is effective), or
- (B) One hundred percent of the average annual compensation for the member's three highest paid consecutive years; however, benefits of up to \$10,000.00 a year can be paid without regard to the 100 percent limitation if the total retirement benefits payable to a member under all defined benefit plans (as defined in Internal Revenue Code IRC Section 414(j)) maintained by the City for the present and any prior year do not exceed \$10,000.00 and the City has not at any time maintained a defined contribution plan (as defined in IRC section 414(i)) in which the employee was a member.
- (C) If the member has less than ten years of service with the City (~~as defined in IRC section 415(b)(5) and as modified by IRC section 415(b)(6)(D)~~), the applicable limitation in division (A) or division (B) above shall be reduced by multiplying such limitation by a fraction, not to exceed one. The numerator of such fraction shall be the number of years, or part thereof, of service with the City; the denominator shall be ten years.
- (D) For purposes of this section, the *Annual benefit* means a benefit payable annually in the form of a straight life annuity with no ancillary or incidental benefits and with no member or rollover contributions. To the extent that ancillary benefits are provided, the limits set forth in divisions (A) and (B) above

will be reduced actuarially, using an interest rate assumption equal to the greater of five percent or the interest rate used in the most recent annual actuarial valuation to reflect such ancillary benefits.

- (E) If distribution of retirement benefits begins before age 62, the dollar limitation as described in division (A) shall be reduced actuarially using an interest rate assumption equal to the greater of five percent or the interest rate used in the most recent annual actuarial valuation; however, for plan years ending on or before December 31, 2001, retirement benefits shall not be reduced below \$75,000.00 if payment of benefits begins at or after age 55 and not below the actuarial equivalent of \$75,000.00 if payment of benefits begins before age 55. If retirement benefits begin after age 65, the dollar limitation of division (A) shall be increased actuarially using an interest assumption equal to the lesser of five percent or the interest rate used in the most recent annual actuarial valuation. For purposes of this section the *Average annual compensation for a member's three highest paid consecutive years* shall mean the member's greatest aggregate compensation during the period of three consecutive years in which the individual was an active member of the system.
- (F) Notwithstanding any other provisions of this plan, the retirement benefit of a member shall be reduced to the extent that it exceeds the amounts specified in Section 415 of the Internal Revenue Code.

Sec. 35-30.2. - Distributions in plan years beginning after December 3, 1984.

Notwithstanding anything herein to the contrary, a member's benefits shall commence no later than April 1 of the calendar year following the later of (i) the calendar year in which he or she attains age 70 ½ or (ii) the calendar year in which he or she retires (the "Required Beginning Date"). All distributions from the plan (including the DROP) shall conform to the regulations issued under Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit provision of Section 401(a)(9)(G) of the Internal Revenue Code. Further, such regulation shall override any plan or DROP provision that is inconsistent with Section 401(a)(9) of the Internal Revenue Code. Further, such regulation shall override any plan or DROP provision that is inconsistent with Section 401(a)(9) of the Internal Revenue Code.

Notwithstanding any other provision of this plan to the contrary, a form of retirement income payable from this plan shall satisfy the following conditions: Commencing with the first plan year beginning after December 31, 1984, the entire interest of a member shall either be distributed to him not later than April 1 of the calendar year in which he attains age 70½ or the calendar year in which he retires, whichever is later. In the alternative, distribution shall commence no later than the above specified commencement date and be distributable over a period of time not exceeding the limitations hereinafter set forth:

- (A) If the retirement income is payable before the member's death:

(1) It shall either be distributed or commence to the member not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70 ½, or the calendar year in which the member retires;

(2A) The distribution shall not commence later than the calendar year defined above; and (i) shall be paid over the life of the member or over the lifetimes of the member and the member's spouse, issue or dependent, or (ii) shall be paid over the period extending not beyond the life expectancy of the member and spouse, issue or dependent. Distributions to a member shall not extend beyond the life of the member or the lives of the member and his designated beneficiary, or over a period not extending beyond the life expectancy of the member or the life expectancy of the member and his designated beneficiary.

Where a form of retirement income payment has commenced in accordance with the preceding paragraphs and the member dies before his entire interest in the plan has been distributed, the remaining portion of such interest in the plan shall be distributed no less rapidly than under the form of distribution in effect at the time of the member's death.

(B) If the member's death occurs before the distribution of his interest in the plan has commenced, the member's entire interest in the plan shall be distributed within five years of the member's death, unless it is to be distributed in accordance with the following rules:

(1) The member's remaining interest in the plan is payable to his spouse, issue or dependent;

(2) The remaining interest is to be distributed over the life of the spouse, issue or dependent or over a period not extending beyond the life expectancy of the spouse, issue or dependent; and

(3) Such distribution begins within one year of the member's death unless the member's spouse is the sole designated beneficiary, in which case the distribution need not begin before the date on which the member would have attained age 70 ½ and if the member's spouse dies before the distribution to the spouse begins, this section shall be applied as if the spouse were the member. If distribution has commenced to a member, and such member dies before receiving his entire interest, the remainder of such interest shall be distributed over a period at least as rapidly as under the method of distribution in effect prior to such member's death (e.g., remainder of period certain basis).

(C)

Sec. 35-30.4. Miscellaneous.

(A) Upon the termination of the plan or on the complete discontinuance of contributions under the plan, each member shall have nonforfeitable, 100%

vested rights to benefits accrued to date of the termination or discontinuance to the extent funded at that time.

- (B) No pension provided hereunder shall be assignable or subject to part of the corpus or income of the fund be used for, or diverted to, purposes other than for the exclusive benefit of members and their beneficiaries and until those liabilities are satisfied, all city contributions will remain in the fund for the benefit of the members or beneficiaries in the event the plan is terminated or city contributions cease.

Sec. 35-46. – Direct transfers of eligible rollover distributions.

- (A) General. This division applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the system to the contrary that would otherwise limit a distributee's election under this division, a distributee may elect, at the time and in the manner prescribed by the board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

- (B) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Direct rollover. A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee. Effective as of January 1, 2008, a non-spouse Beneficiary may make a direct rollover only to an "inherited" individual retirement account as described in Section 408(b) of the Internal Revenue Code. If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a 60-day (non-direct) rollover.

Distributee. A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse. Effective as of January 1, 2008, an Employee's or former Employee's non-spouse Beneficiary is a distributee with regard to the interest of the Employee or former Employee.

Eligible retirement plan. An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. Effective for distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Internal Revenue Code and an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income.

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

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

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

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

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

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

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

ORDINANCE NO. _____ - 2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING THE FOLLOWING DELINEATED CODE SECTIONS CONTAINED IN THE “POLICE AND FIREMAN PENSION PLAN” IN ORDER TO COMPLY WITH THE PROVISIONS OF THE INTERNAL REVENUE CODE; BY PROVIDING ADDITIONAL DEFINITIONS IN CODE SECTION 35-51, DEFINITIONS; BY SUPPLEMENTING PROVISIONS AND CORRECTING LANGUAGE CONTAINED IN CODE SECTION 35-53, BENEFIT AMOUNTS AND ELIGIBILITY; BY PROVIDING ADDITIONAL SUBSTANTIVE PROVISIONS IN CODE SECTION 35-54, OPTIONAL FORMS OF BENEFITS; BY SUPPLEMENTING A PROVISION IN CODE SECTION 35-55, MEMBER CONTRIBUTIONS; BY ADDING ADDITIONAL PROVISIONS IN CODE SECTION 35-58, REPEAL OR TERMINATION OF SYSTEM; BY REVISING, SUPPLEMENT, AND ADDING PROVISIONS IN CODE SECTION 35-59 MISCELLANEOUS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, the City of Miami Springs “Police and Fireman Pension Plan” is under the constant review of the its Board of Trustees, plan administrators, and legal counsel to the board; and,

WHEREAS, at various times, as might be occasioned by changes in the law or other factors, those responsible for the plan put its provisions under review; and,

WHEREAS, the review of the plan is sometimes performed by outside government agencies; and,

WHEREAS, as a result of a recent review, the “Police and Fireman Pension Plan” has received a Determination Letter from the Internal Revenue Service which requires certain amendments to the plan ordinances in order to comply with the Internal Revenue Code; and,

WHEREAS, Counsel for the Board and the Plan have provided the required amendatory provisions to the City for review and City Council approval; and,

WHEREAS, the City Council of the City of Miami Springs has determined that the enactment of the required amendatory provisions is in the best interests of the City and its “Police and Fireman Pension Plan”:

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

Section 1. That the following delineated code sections of the “Police and Fireman Pension Plan” are hereby amended as follows:

ARTICLE II. - POLICE AND FIREMAN PENSION PLAN

Sec. 35-50. - Establishment of plan.

There is established a pension plan for police officers and regular full-time firemen.

For purposes of §§ 35-50—35-59, the following words and phrases shall have the following meanings ascribed to them respectively.

(A) Actuarial assumptions. The assumptions used for determining the actuarial equivalence of benefits under this system, specifically the mortality rates from the 1983 Group Annuity Mortality Table for males (except in the case of disability retirees, the mortality rates are set forward five years) and a discount rate of 8%.

- (BA)
- (CB)
- (DC)
- (ED)
- (FE)
- (GF)
- (HG)
- (IH)
- (J)
- (K)
- (L)
- (M)
- (N)

(O) USERRA. Uniformed Services Employment and Reemployment Rights Act (P.L. 103-353).

Sec. 35-53. - Benefit amounts and eligibility.

(A) thru (E) unchanged

(F) Vesting

(1)

(2)

(3)

(4) Payments shall be made pursuant to paragraph (1)(a) above only upon

the written request of the member in the form and manner determined by the Board.

(G)

(H)

(I)

(J) *Limitation on benefits.*

(1) In no event may a member's annual benefit exceed the lesser of:

(a) ~~Ninety thousand~~ One hundred sixty dollars (adjusted for cost of living in accordance with IRC section 415(d), but only for the year in which such adjustment is effective), or

(b) One hundred percent of the member's average annual compensation for the member's three highest paid consecutive years; however, benefits of up to \$10,000.00 a year can be paid without regard to the 100 percent limitation if the total retirement benefits payable to an employee under all defined benefit plans (as defined in IRC section 414(j)) maintained by the employer for the present and any prior year do not exceed \$10,000.00 and the employer has not at any time maintained a defined contribution plan (as defined in IRC section 414(i)) in which the employee was a participant.

(2)

(3)

(4) If distribution of retirement benefits begins before age 62, the dollar limitation as described in division (J)(1)(a) shall be reduced actuarially using an interest rate assumption equal to the greater of five percent or the interest rate used in the most recent annual actuarial valuation; however, ~~for plan years ending on or before December 31, 2001,~~ for plan years ending on or before December 31, 2001, retirement benefits shall not be reduced below \$75,000.00 if payment of benefits begins at or after age 55 and not below the actuarial equivalent of \$75,000.00 if payment of benefits begins before age 55. If retirement benefits begin after age 65, the dollar limitation of division (J)(1)(a) shall be increased actuarially using an interest assumption equal to the lesser of five percent or the interest rate used in the most recent annual actuarial valuation.

(5) For this division (J) the "average annual compensation for a member's three highest paid consecutive years" shall mean the member's greatest aggregate compensation during the period of three consecutive years in which the individual was an active member of the system.

(6) Notwithstanding any other provisions of this plan, the retirement benefit of a member shall be reduced to the extent that it exceeds amounts specified in Section 415 of the Internal Revenue Code.

(K)

(L) Deferred retirement option plan ("DROP")

(1)

(2) Compliance with Internal Revenue Code Sections 414(k) ad 414(i).

To the extent required under the Internal Revenue Code, the DROP under the retirement system shall be treated as a defined contribution plan to the extent that the member's benefits under the retirement system are based on the member's DROP account. The amount of "annual additions" (as such

term is defined in Section 415(c)(2) of the Internal Revenue Code and Treasury Regulations Section 1.415(c)-1(b)) which may be allocated under the DROP to a member's DROP account for a "limitation year" may not exceed the maximum permissible member's DROP account under Section 415(c)(1) of the Internal Revenue Code and Treasury Regulations Section 1.415(c)-1(a)(1) (the "Annual Maximum Amount"). For purposes hereof, the term "limitation year" means the twelve-month period beginning on October 1. In addition, for purposes of determining a member's Annual Maximum Amount, the member's compensation shall be determined in compliance with Treasury Regulations Section 1.415(c)-2.

- (M) Death Benefits for Death during Qualified Military Service. In the case of a death or disability occurring on or after January 1, 2007, if a participant dies while performing qualified military service (as defined in Section 414(u) of the Internal Revenue Code), the survivors of the participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the plan as if the participant had resumed and then terminated employment by the City on account of death.
- (N) Differential Wage Payments. For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined in Section 3401(h)(2) of the Internal Revenue Code, shall be treated as an employee of the employer making the payment, (ii) the differential wage payment shall be treated as compensation, and (iii) the plan shall not be treated as failing to meet the requirements of any provision described in Section 414(u)(1)(C) of the Internal Revenue Code by reason of any contribution or benefit which is based on the differential wage payment.

Sec. 35-54. - Optional forms of benefits.

- (A)
(B)
(C)
(D)

(E) Notwithstanding anything herein to the contrary, a member's benefits shall commence no later than April 1 of the calendar year following the later of (i) the calendar year in which he or she attains age 70 ½ or (ii) the calendar year in which he or she retires (the "Required Beginning Date"). All distributions from the plan (including the DROP) shall conform to the regulations issued under Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit provision of Section 401(a)(9)(G) of the Internal Revenue Code. Further, such regulation shall override any plan or DROP provision that is inconsistent with Section 401(a)(9) of the Internal Revenue Code.

Notwithstanding any other provision of this plan to the contrary, a form of retirement income payable from this plan shall satisfy the following conditions:

- (1) If the retirement income is payable before the member's death:

- (a) It shall either be distributed or commence to the member not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70 ½, or the calendar year in which the member retires;
- (b) The distribution shall commence not later than the calendar year defined above; and (i) shall be paid over the life of the member or over the lifetimes of the member and spouse, issue or dependent, or (ii) shall be paid over the period extending not beyond the life expectancy of the member and spouse, issue or dependent.

Where a form of retirement income payment has commenced in accordance with the preceding paragraphs and the member dies before his entire interest in the plan has been distributed, the remaining portion of such interest in the plan shall be distributed no less rapidly than under the form of distribution in effect at the time of the member's death.

(2) If the member's death occurs before the distribution of his interest in the plan has commenced, the member's entire interest in the plan shall be distributed within five years of the member's death, unless it is to be distributed in accordance with the following rules:

- (a) The member's remaining interest in the plan is payable to his spouse, issue or dependent;
- (b) The remaining interest is to be distributed over the life of the spouse, issue or dependent or over a period not extending beyond the life expectancy of the spouse, issue or dependent; and
- (c) Such distribution begins within one year of the member's death unless the member's spouse is the sole designated beneficiary, in which case the distribution need not begin before the date on which the member would have attained age 70 ½ and if the member's spouse dies before the distribution to the spouse begins, this section shall be applied as if the spouse were the member.

Sec. 35-55. - Contributions.

(A) *Member contributions.*

(1) *Amount.* Members of the system shall make regular contributions to the fund equal to nine percent of their respective earnings. The contribution rate shall be subject to division (C) below. The City agrees to assume and pay member contributions in lieu of direct contributions by the members, such contributions shall accordingly be paid into the system in behalf of the members. The City shall, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, pick up members contributions required to be made by members on earnings paid with respect to payroll periods upon this section

becoming effective. No member subject to such agreement shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the City directly to the system. All such contributions by the City shall be deemed and considered as member accumulated contributions and subject to all provisions of this system pertaining to accumulated contributions of members.

Sec. 35-58. - Repeal or termination of system.

- (A)
- (B)
- (C)
- (D)
- (E) No pension provided hereunder shall be assignable or any part of the corpus or income of the fund be used for, or diverted to, purposes other than for the exclusive benefit of members and their beneficiaries and until those liabilities are satisfied, all City contributions will remain in the fund for the benefit of the members or beneficiaries in the event the plan is terminated or City contributions cease.
- (F) USERRA. Notwithstanding any provision of this plan to the contrary, effective as of December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code of 1986, as amended, USERRA, and Chapters 175 and 185, Florida Statutes, as applicable.

Sec. 35-59. - Miscellaneous.

- (A)
- (B)
- (C)
- (D)
- (E)
- (F)
 - (1)
 - (2)
 - (a)
 - (b) Eligible retirement plan. An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. ~~However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.~~ Effective for distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Internal Revenue Code and an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political

subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

- (c) *Distributee.* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse. Effective as of January 1, 2008, an Employee's or former Employee's non-spouse Beneficiary is a distributee with regard to the interest of the Employee or former Employee.
- (d) *Direct rollover.* A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee. Effective as of January 1, 2008, a non-spouse Beneficiary may make a direct rollover only to an "inherited" individual retirement account as described in Section 408(b) of the Internal Revenue Code. If a non-spouse beneficiary receives a distribution from the plan, the distribution is not eligible for a "60-day" rollover.

(3) Retiree medical premiums for public safety officers. The system may allow a public safety officer to elect a tax free distribution of up to \$3,000 annually directly to a retiree medical plan for long term care insurance on a pre-tax basis, so long as the public safety officer separates from service either at the plan's normal retirement age or due to his or her disability. Insurance premiums may be paid for the public safety officer, his spouse or his dependents while he is alive, but once he is deceased, the benefit ceases and may not be used by his spouse or beneficiaries to pay for their insurance premiums. Insurance premium payments may only be made directly to the insurance company. "Public safety officers" include law enforcement officers, firefighters, chaplains, rescue crew members or ambulance crew members.

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

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

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

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

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

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, MMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

RESOLUTION NO. 2015 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE THIRD BUDGET AMENDMENT TO THE FY 2014-2015 BUDGET; BY RECLASSIFYING THE STAFFORD PARK RENOVATION PROJECT FROM THE GENERAL FUND INTO THE CAPITAL PROJECTS FUND; RECORDING THE STATE GRANT FOR THE SENIOR CENTER OPERATIONS FUND; INCREASING THE GENERAL FUND FROM THE CITY'S DESIGNATED FUND BALANCES TO FUND ADDITIONAL PURCHASES AND EXPENSES AUTHORIZED BY THE CITY COUNCIL; PROVIDING INTENT; SPECIFYING COMPLIANCE WITH BUDGETARY PROCESSES AND PROCEDURES; EFFECTIVE DATE

WHEREAS, the City Charter prohibits any City department from incurring expenditures in excess of the department's approved budget; and,

WHEREAS, the City Finance Director has reclassified the Stafford Park Renovation Project into the Capital Projects Fund of the Special Revenue and Capital Projects budget in order to reimburse the General Fund budget for the \$51,949 previously advanced for the project; and,

WHEREAS, the City Finance Director has recorded the State Grant of \$40,600 received for Senior Center in the Senior Center Operations Fund of the Special Revenue and Capital Projects Budget; and,

WHEREAS, the City Finance Director has increased the General Fund in the total amount of \$29,266, from the City's designated Fund Balances, in order to cover the cost of Police Department Laptops (\$8,000), One Percent (1%) reduction in police Department Pension contributions (\$10,866), and for a Trane Service contract for City Hall air conditioning (\$10,400); and,

WHEREAS, the City Council has determined that the transfer and budgetary establishment previously set forth herein are both proper and appropriate, in accordance with generally accepted municipal accounting principles, and in the best interests of the City and its citizens:

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

Section 1: That the City Council of the City of Miami Springs hereby approves and authorizes the budgetary amendments and appropriations to the various revenues and expenditures of the budgets and funds set forth in Exhibit "A" attached hereto.

Section 2: That the City Council approvals and authorizations evidenced herein are intended to provide the City with the means to accomplish the purposes and projects identified in the recitals of this Resolution and the Exhibit attached hereto.

Section 3: That the City Council of the City of Miami Springs has authorized and approved the foregoing budgetary amendments, increases and appropriations in order to comply with generally accepted budgetary processes and procedures.

Section 4: 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 _____, 2015, on a motion by _____ and seconded by _____.

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

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

EXHIBIT "A"

**City of Miami Springs
FY 2014-15 Budget Amendment
All Operating Funds**

Fund/Classification	Amended Budget	Amendment No. 3	Ref	Amended Budget
General Fund				
Revenues				
Taxes	\$6,977,607			\$6,977,607
Excise Taxes	2,556,000			2,556,000
Licenses & Permits	974,700			974,700
Intergovernmental Revenues	1,946,297	-		1,946,297
Charges for Services	2,292,361			2,292,361
Fines & Forfeitures	462,682			462,682
Miscellaneous	261,900			261,900
Proceeds from debt	96,949	-	-	96,949
Fund Balance	67,063	(\$22,683)	-	44,380
Total General Fund	\$15,635,559	(\$22,683)		\$15,612,876
Expenditures				
City Council	150,945			150,945
City Manager	354,311			354,311
City Clerk	310,013			310,013
City Attorney	171,000			171,000
Human Resources	209,474			209,474
Finance-Administration	462,560			462,560
Finance-Professional Services	277,693			277,693
Information Technology	335,516			335,516
Planning	101,698			101,698
Police	6,027,921	18,866	3,5	6,046,787
Building, Zoning, and Code Enforcement	650,717			650,717
Public Works	1,659,971	10,400	4	1,670,371
Recreation & Culture	2,449,129	(51,949)	1	2,397,180
Golf Operations	1,739,586			1,739,586
Transfers to other funds	567,154			567,154
Budgeted Increase to reserves	167,871			167,871
Total General Fund	15,635,559	(22,683)		15,612,876
Sanitation Operations	2,346,945			2,346,945
Stormwater Operations	510,368			510,368
Total Enterprise Funds	2,857,313	\$0		\$2,857,313
Special Revenue & Capital Projects				
Road & Transportation	578,273			\$578,273
Senior Center Operations	366,762	40,600	2	407,362
Capital Projects	1,133,918	51,949	1	1,185,867
Law Enforcement Trust	142,762			142,762
Total Special Revenue & Capital Projects Funds	2,221,715	\$92,549		\$2,314,264
G.O. Bonds - Series 1997	1,194,445			\$1,194,445
Total Debt Service	1,194,445			\$1,194,445
GRAND TOTAL ALL FUNDS	\$21,909,032	\$69,866		\$21,978,898

Legend:

- 1) To reclassify Stafford Park renovation project cost of \$51,949 to be reimbursed with proceeds from pool project loan
- 2) Record state grant for the Senior Center
- 3) Use \$8,000 of designated fund balance for police laptops
- 4) Use \$10,400 of designated fund balance for a Trane service contract for City Hall Air conditioning maintenance
- 5) Use \$10,866 of designated fund balance to reduce Police pension contributions by 1%

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING THE SCHEDULE OF GOLF CHARGES AND FEES FOR THE OPERATION OF THE MIAMI SPRINGS GOLF AND COUNTRY CLUB; RESERVING THE RIGHT AND AUTHORITY TO AMEND OR SUPPLEMENT THE SCHEDULE OF CHARGES; EFFECTIVE DATE

WHEREAS, the City of Miami Springs purchased the property commonly known as the Miami Springs Golf and Country Club on October 23, 1997; and,

WHEREAS, the City Council of the City of Miami Springs established an initial Schedule of Golf Charges and Fees for the Golf and Country Club by Resolution 97-3066, adopted on October 13, 1997; and,

WHEREAS, the City Council of the City of Miami Springs most recently amended its Schedule of Golf Charges and Fees for the operation of the Golf and Country Club by adopting Resolution No. 2014-3633 on October 27, 2014; and,

WHEREAS, the City Administrative Staff has proposed an amended Schedule of Golf Charges and Fees for the operation of the golf course, which may from time to time be further amended; and,

WHEREAS, the City Council has reviewed the proposed amended Schedule and has determined that the amended Schedule of Golf Charges and Fees is both fair and appropriate, and that its approval is in the best interests of the City and its citizens.

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

Section 1: That the "Schedule of Golf Charges and Fees", attached hereto as Exhibit "A", is hereby approved and adopted for the use of City of Miami Springs Golf and Country Club facilities and related services.

Section 2: That the City Council of the City of Miami Springs reserves the right and authority to amend or supplement the "Schedule of Golf Charges and Fees".

Section 3: 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 _____, 2014, on a motion by _____ and seconded by _____.

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

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

EXHIBIT "A"
 MIAMI SPRINGS GOLF & COUNTRY CLUB
 SCHEDULE OF GOLF CHARGES AND FEES
 AS OF APRIL 15, 2015

GREEN & CART FEES**

RACK RATES

Weekend Non-Resident	\$ 60.00
Weekday Non-Resident	\$ 55.00
Weekend South Florida Resident	\$ 45.00
Weekday South Florida Resident	\$ 35.00
Weekend Miami Springs/VG Resident	\$ 30.00
Weekday Miami Springs/VG Resident	\$ 25.00
Weekday/Weekend Miami Springs/VG Walker	\$ 23.00 (after 12 noon on weekends)
Public Guest & Miami-Dade County Residents	\$ 30.00 (no walkers until after 1 pm)
Twilight Weekday	\$ 30.00 (after 12 noon)
Twilight Weekend	\$ 30.00 (after 1 p.m.)
Junior Weekday/Weekend	\$ 15.00 (accompanied by paying adult)
Member Cart Fee	\$ 22.00
Tuesday Shootout	\$ 28.00
Public Service Employee Weekend	\$ 32.00
Public Service Employee Weekday	\$ 25.00
CanAm Rate Weekend/Weekday	\$ 40.00
Summer Discount Golf Cards Weekend	\$ 35.00
Summer Discount Golf Cards Weekday	\$ 25.00
Premier Card-Weekend	\$ 35.00
Premier Card-Weekday	\$ 30.00
Spectator Cart	\$ 25.00
Small Range Balls	\$ 7.00
Large Range Balls	\$ 10.00

Driving Range Membership \$100.00 value for \$75.00 or \$75.00 value for \$60.00

Golf Teams FREE Practice, matches and driving range for MSSH and MSMS

Seniors over 60 years old receive a 10% discount from above rates

NOTE: All fees include State Sales Tax (currently 7%)

Eligibility for any qualified fee or charge (residency, age, family, employment) must be documented.

**See DEFINITIONS on next page.

SUMMER MEMBERSHIPS

MIAMI SPRINGS RESIDENT, BUSINESS & PROPERTY OWNER

Individual	\$ 300.00
Family	\$ 425.00
Junior (under 17)	\$ 60.00
Driving Range Membership	\$ 100.00 value for \$75.00
	\$ 75.00 value for \$50.00

NON-RESIDENT

Individual	\$ 375.00
Family	\$ 500.00
Junior (under 17)	\$ 75.00

All memberships plus State Sales Tax of 7%

DEFINITIONS

Junior - less than 17 years old

Resident - resides in Miami Springs/Virginia Gardens

Business Owner - registered owner of a business in Miami Springs

Property Owner - registered owner of a property in Miami Springs

Family - limited to immediate family (father, mother, & children under 25) living in same household

Public Service Employee rate - Police, Firemen, Teachers, Active Military and City of Miami Springs Employees

Weekends include Federal and City of Miami Springs designated holidays (ex. Thanksgiving Friday)

Summer Discount Cards includes: SFPGA, Lung, Heart, Dade County Patron Card, and the Premier Card


Eligibility for any qualified fee or charge (residency, age, family, employment) must be documented.



AGENDA MEMORANDUM

Meeting Date: 4/27/2015

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

Via: Ron Gorland, City Manager 

From: Tom Nash, Public Works Director

Subject: Urban and Community Forestry Grant Submission

Recommendation:

Recommendation that Council approve a Resolution of Support for the submission of the grant proposal, and authorizing execution of the grant memorandum of agreement with the State of Florida should it be awarded. This Resolution is required for inclusion with the proposal.

Discussion:

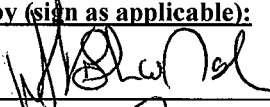



The City of Miami Springs Public Works Department would like to apply for a Florida Department of Agriculture and Consumer Services/Florida Forest Service "Community and Urban Forestry Grant" in the amount of \$30,000 for the purpose of 1) conducting a complete and comprehensive tree inventory that can easily be updated and will provide necessary data for years to come on the state of our more than 17,000-tree municipal canopy on all public land; and 2) creating an Urban Forest Management Plan by our Arborist and the consultants.

To safeguard our trees, the City needs to be proactive, not reactive, in effectively managing our urban tree population with a current and state-of-the-art inventory of its composition (number, size, ages, types etc.) and condition (health and maintenance needs, overcrowding, possible problems, presence/absence of insects or diseases, soil type and condition, root space etc.). Additionally, a GIS-enabled, compatible and real-time updatable tree inventory will help us to: locate, prioritize, schedule and budget tree maintenance needs on a tree-by-tree basis; effect better hazard reduction; plan for the future by identifying which trees should be planted in specific areas through detailed maps and charts illustrating tree inventory across the community; and gather data to inform decisions about how trees impact sidewalks, utility lines and other community needs in the public right-of-way.

Fiscal Impact (If applicable): From FY 2015-16 Budget:

Total project cost: \$93,470.90
 Amount of grant request: \$30,000
 Amount of City cash match: \$56,460
 Amount of City in-kind match (labor): \$7,010.90

Submission Date and Time: 4/23/2015 10:14 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: _____
Prepared by: <u>Carol Foster</u>	Procurement: 	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL THE CITY OF THE CITY OF MIAMI SPRINGS AUTHORIZING THE CITY TO APPLY FOR, AND ACCEPT, IF AWARDED, A \$30,000 2015 URBAN AND COMMUNITY FORESTRY GRANT WITH THE STATE OF FLORIDA ON AN EQUAL OR GREATER MATCHING AMOUNT BASIS; DIRECTING THE PROPER OFFICERS AND OFFICIALS OF THE CITY TO EXECUTE THE GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE; EFFECTIVE DATE

WHEREAS, the existing tree canopy and designations as a "Tree City USA" are sources of great pride to the City of Miami Springs and its citizens; and,

WHEREAS, the City of Miami Springs is desirous of applying for a 2015 Urban and Community Forestry Grant which would provide monies in which to help fund a tree inventory to benefit and assist with the management and preservation of the community's tree canopy for improvement of the urban environment within the State of Florida; and

WHEREAS, the proposed grant award of \$30,000 would be specifically conditioned upon the City's equal or greater match for the total cost of the project; and

WHEREAS, the City Council is desirous of authorizing the proper officers and officials of the City to apply for, and accept, if awarded, the matching 2015 Urban and Community Forestry Grant:

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

Section 1: That the City Council of the City of Miami Springs hereby supports the forestry grant program and authorizes the City to apply for, and accept, if awarded, a \$30,000 Urban and Community Forestry Grant with the State of Florida on an equal or greater matching amount basis.

Section 2: That the City Council of the City of Miami Springs hereby directs the proper officers and officials of the City to execute the required Memorandum of Agreement between the City of Miami Springs and Florida Department of Agriculture and Consumer Services to secure the grant award.

Section 3: 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 _____, 2014, on a motion by _____ and seconded by _____.

Vice Mayor Best _____
Councilman Bain _____
Councilwoman Buckner _____
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



MEMORANDUM

TO: Key Officials
Local/Regional Leagues

FROM: Stewart Nelson, Graphics Designer ^{SN}

DATE: April 10, 2015

SUBJECT: Advertising in Conference Issue of *Quality Cities*

We are pleased to announce that the 89th Annual Conference of the Florida League of Cities will be held August 13-15, 2015, at the World Center Marriott in Orlando, Florida. As in previous years, we are extending to all Florida cities and local/regional leagues an invitation to advertise in the special conference issue of *Quality Cities*. This offers an excellent opportunity to extend best wishes for a successful conference to our host, the City of Orlando. The deadline for advertising space reservations and advertising copy is Friday, June 12, 2015.

With the recent redesign of *Quality Cities*, **all ads may now be in color**. There is a slight change in all ad pricing to reflect the move to a full color publication. This is a great opportunity for you to update your ad with eye-catching color graphics and photos. Please feel free to contact me to help with suggestions.

We have enclosed a form (see other side) that must be signed and returned for ad placement. The form includes ad sizes and costs. If your city advertised last year, a copy of your ad is enclosed. You can use it in developing this year's ad. If you did not advertise last year, a sample ad is enclosed.

To make your ad more attractive, we encourage you to include artwork such as your city's logo in color or a color photograph. To ensure the highest quality reproduction of your ad, please call me at (850) 701-3663 if you have questions concerning our magazine production requirements or email me at snelson@flcities.com. You may expedite your reservation by faxing the form to (850) 222-3806 or mail the original agreement to my attention.

We look forward to your continued cooperation and support in our efforts to make this conference the best ever.

Enclosures

(Over)

The _____ would like to place a
(name of Municipality/Local-Regional League)

- | | | |
|--|---------|------------------------------|
| <input type="checkbox"/> 1 page — \$625.00 | 4 color | width 7-1/4" x height 9-1/4" |
| <input type="checkbox"/> 1/2 page — \$400.00 | 4 color | width 7-1/4 x height 4-1/2" |
| <input type="checkbox"/> 1/4 page — \$250.00 | 4 color | width 4-1/2" x height 4-1/2" |
| <input type="checkbox"/> 1/8 page — \$150.00 | 4 color | width 2-1/2" x height 4-1/2" |

ad in the annual conference issue of *Quality Cities*.

Indicate one:

The _____ (name of Municipality/Local-Regional League)
would like to run the same ad as last year with the only changes being 89th Annual Conference and
host, the City of Orlando. Please add color to our ad where appropriate.

I would like the following copy to appear in our ad (if using a previous year's ad, please make
corrections on tear-sheet or additional sheet): _____

I am enclosing: color artwork digital file a photo to be used in the ad.
("Instant" or Web photos are not acceptable.)

Digital photos/graphics should be 300 pixels per inch resolution for production in the magazine.

Signature: _____ Title: _____

Print name: _____ Phone: _____

A proof of your ad after it is converted to color will be provided upon request. We welcome your new
ads on CD, DVD, or via email.

Your advertising copy and
this signed form must be in
the League's office no later
than June 12, 2015. For more
information, please call Stewart
Nelson at (850) 701-3663
or (850) 222-9684, or email
snelson@flicities.com.

OFFICE USE ONLY	
PAID	
Date	_____
Check #	_____
Amount \$	_____
Account #	_____

Please fax the completed form and ad copy to Stewart Nelson at (850) 222-3806 x3663,
or email snelson@flicities.com or send by mail to:
Stewart Nelson, Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757
or for overnight mailing: Florida League of Cities, 301 South Bronough Street, Suite 300, Tallahassee, FL 32301

1 Page Ad 4-color - \$625.00
7-1/4"w X 9-1/4"h

NOTE:

Please ensure that your ad conforms to the sample sizes shown in this document.

Ads built in Word or Publisher are accepted and will be converted to a press-quality PDF if possible. If problems occur in the creation of the PDF, we will have to rebuild your ad in a different program for use in the magazine. Therefore, we cannot guarantee an exact font match.

Accepted ad formats are PDF (preferred), TIFF, EPS, and JPEG. Please mail a hard copy of your ad so that we can be sure it prints correctly. Do not use low-resolution photos (72ppi - Web quality) or low-resolution graphics (such as your city logo from your Website) in your ad. Artwork should be 300ppi.

If you send your ad in PDF format, please set the conversion preferences for "Press quality" with all fonts embedded. Be sure to print out and review your PDF document after you have created it to ensure that it is the same as your original. If you have any questions about how to do this in Word or Publisher, please contact me for assistance.

Any questions or suggestions for converting your black and white ad to color? Please email Stewart Nelson at snelson@flcities.com or call (850) 701-3663.

PLEASE SEE OTHER SIDE FOR SMALLER AD SIZES.

1/2 Page Ad 4-color - \$400.00
7-1/4"w X 4-1/2"h

1/4 Page Ad 4-color - \$250.00
4-1/2"w X 4-1/2"h

1/8 Page Ad
4-color -
\$150.00
2-1/2"w X 4-1/2"h

Miami Springs salutes the Florida League of Cities!



▲ Recently renovated Miami Springs Golf & Country Club



▲ Miami-International Airport, Miami Springs' neighbor to the south



▲ Newly built Miami Springs Community Center & Theater



▲ Historically designated and restored Curtiss Mansion

88 QUALITY YEARS!



▲ The Circle in the heart of beautiful downtown

Miami Springs, one of Florida's first platted cities, was established in 1926 as a model of sound urban planning and good governance; those same principles continue to protect our exceptional quality of life while we diligently prepare for the future.



For 88 years, the Florida League of Cities has supported Miami Springs and many other Florida cities through unwavering dedication and commitment to promoting and protecting the keystone of American democracy - local self-government.

MIAMI SPRINGS

www.miamisprings-fl.gov

Miami Springs City Hall / 201 Westward Drive / 305-805-5000



Councilman Michael Windrem, Councilman Billy Bain, Mayor Xavier Garcia, Councilman George Lob & Councilman Jaime Petralanda



AGENDA MEMORANDUM

Meeting Date: 4/27/2015

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

Via: Ron Gorland, City Manager *Ron*

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

Subject: Awnings Universal

RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Awnings Universal, the lowest responsible quote, in the amount of \$ 6,500, for an awning to cover our lift station, pursuant to Section §31.11 (C)(2) of the City Code.

DISCUSSION: In conjunction with DERM/RER requests, we need to cover our lift station for the protection of the lift from the outside elements and prevent oil and grease runoff from the rainy season and the safety of our employees. We request use of designated fund balance for this item.

FISCAL IMPACT: \$6,500.00

Submission Date and Time: 4/22/2015 9:25 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Choose a name</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
Budgeted/ Funded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>0</u>
	Attorney: _____	Current request: \$ <u>6,500.00</u>
		Total vendor amount: \$ <u>6,500.00</u>

AWNINGS UNIVERSAL, INC.

3292 NW 41 STREET
MIAMI, FL 33142

TEL: 305-757-5080
EMAIL: awningsuniversal@yahoo.com
EMAIL: awningsuniversal@gmail.com
WEBSITE: ww.awningsuniversal.com



Estimate

Date
03/31/15

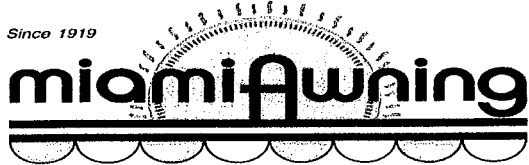
Estimate No.
7337

COLOR:	FABIRC NO. :
VALANCE STYLE:	BINDING COLOR:
FRAME / COLOR:	FOOTINGS:
APPLIQUE:	NOTES:

Name/Address
CITY OF MIAMI SPRINGS GULF COURSE 650 CURTISS PARKWAY MIAMI SPRINGS, FL 33166 TEL: 305-805-5180 / CELL: 786-371-3146 EMAIL: blandl@miamisprings-fl.gov

Description	Quantity	Cost	Total
<p>PROVIDE AND INSTALL NEW AWNING OVER LIFTS.</p> <p>1 @ 20'-0" X 16'-0" x 22'-0"(height)</p> <p>MATERIAL TO BE USED:</p> <p>COASTLINE PLUS: A popular and versatile line of vinyl polyester composite fabrics. With a 5-year warranty, offers durability and beauty in a generous selection of fade resistant colors. polyester reinforcement gives added strength and dimensional stability. won't shrink or stretch over 1/2%. Top surface treated with Rain kleen treatment which prolongs fabric life, preserves color, and maintains cleanliness and supports pressure sensitive. Water and mildew resistant. Extra strong with manageable weight for superior resistance to sag and stretch. Certified for Flame Resistance by C.S.F.M Standard Reg. F-69.6-Year manufacturer's and Warranty.</p> <p>STRUCTURE: TO BE PAINTED WITH (DTM) DIRECT TO METAL PAINT SAME COLOR AS MATERIAL.</p>	1	6,500.00	6,500.00
Sales Tax		7.00%	0.00

PRICE INCLUDES ENGINEER PLANS, PERMIT PROCESSING, AND CITY FEES.	Total	\$6,500.00
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3905 N.W. 31st AVENUE * MIAMI, FL 33142
 DADE: (305) 576-2029 * FAX: (305) 576-0514
 E-MAIL: fsanchez@miamiawning.com

PROPOSAL / AGREEMENT



Date: 3-27-2015

Fabric Number PATIO 500	Color SOLID COLOR
Valance Style ROPE HEM	Length 8"
Binding Color N/A	Thread Color Poly
Applique N/A	Color N/A
Frame STL. GALV. SCHED. 40	Color DULL ALUM

Name CITY OF MIAMI SPRINGS GOLF COURSE		
Job Site Address 650 CURTISS PARKWAY		Job Site Phone Number
City MIAMI SPRINGS, FL	Zip Code 33166	Cell Phone Number
Invoice Name (If Diff)		Phone Number
Invoice Address (If Diff)	Zip Code	Fax - Number

SIZING OF AWNING		
WIDTH	HEIGHT	PROJECTION
1- 16'-0"	2'-8"	22'-6"

Units	DESCRIPTION	PRICE
1	MANUFACTURE & INSTALLATION OF A STATIONARY CANOPY AT MAINTENANCE BUILDING AWNING SIZE:16'-0" WIDE x 2'-8" HEIGHT x 22'-6" PROJECTION FRAME WELDED STEEL GALVANIZED SCHED. 40 PAINTED DULL ALUM WITH TWO 2" DIA POSTS WITH CONCRETE FOOTINGS AT FRONT OF CANOPY. REAR OF CANOPY ANCHORED TO WALL TOTAL INSTALLED PRICE INCLUDES ENGINEERING AND SHOP DRAWINGS PERMIT FEES TO BE ADDED TO THE TOTAL PRICE	\$8,442.00

TERMS OF PAYMENT	THIS PROPOSAL IS VALID FOR 30 DAYS	LUMP SUM	TOTAL	\$8,442.00
	1/2 DEPOSIT REQUIRED WITH ORDER		DRAW	\$4,221.00
	BALANCE TO BE PAID UPON INSTALLATION.		BALANCE	\$4,221.00

PROPOSED: MIAMI BEACH AWNING CO., INC.
 D/B/A MIAMI AWNING CO.

ACCEPTED SUBJECT TO THE TERMS AND CONDITIONS
 ABOVE AND ON REVERSE SIDE OF THIS PROPOSAL

Frank Sanchez
 Sales Representative

Buyer or Buyer's Agent

Date: _____

Date: _____



Atlantic Awnings - cc# 06BS00613 / CGC056904
 4796 SW 75th Ave., Miami, FL 33155 - Tel: 305.269.0555

Sales Office / Mailing Address:
 4705 SW 75th Avenue Miami, FL 33155
 E-mail: sales@atlanticawnings.com
 www.atlanticawnings.com

Estimate Contract

No 7269

Date: 3-25-15

NEW RECOVER

BUYER INFO <i>City of Miami Springs</i> <i>Laurie Blouk</i> <i>3/805-5180</i>		JOB SITE <i>650 Curtiss Parkway Dr.</i> <i>Miami Springs Fl.</i>		RESIDENTIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/>		Est. del. week: _____ Job Total: \$ _____ 50% Deposit: \$ _____ Balance due at delivery: \$ _____	
<i>blandi@MiamiSprings-fl.gov</i>		Gates <input checked="" type="radio"/> N Locked <input checked="" type="radio"/> N Dogs <input type="radio"/> N					

Frame	Style	Width	Projection	Drop	Truss	Canvas	Valance	Braid	Qty	Price each	Amount
	<i>Hipped Roof</i>	<i>16'0"</i>	<i>22'0"</i>	<i>2'8"</i>	<i>8"</i>	<i>Delcom</i>	<i>Delcom</i>		<i>1</i>		<i>5300.00</i>
						<i>5 yr. Warranty</i>					
DECORATIVE CURTAINS											

NOTES: <i>Color to be chosen later</i>	FOOTINGS <i>2</i> <i>300.00</i> <i>600.00</i>
	ELECTROSTATIC PAINT <i>NA</i>
	APPLIQUE <i>NA</i>

PERMIT <input checked="" type="radio"/> N Permit Fee includes county and/or city permit fee, engineering plans, wind calculations, and messenger service. PERMIT FEE IS NON-REFUNDABLE	<i>1200.00</i>
PREPARE COLUMNS FOR KEYSTONE <input type="radio"/> N FAN BRACKETS OTHER	
SELLER'S REPRESENTATIVE: <i>Tony Sadez 786-454-6614</i>	REMOVAL / DISPOSAL OLD FRAME

Buyer's Acceptance of Estimate Contract terms and conditions above and on reverse side. _____ Date _____

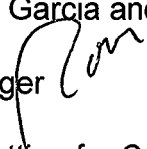
TOTAL *7100.00*

CITY OF MIAMI SPRINGS



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

TO: Honorable Mayor Xavier Garcia and members of the City Council

FROM: Ron Gorland, City Manager 

SUBJECT: Special Meeting Date Setting for Codes For Review/Updating and Memorial Day Council Meeting Conflict

DATE: April 2, 2015

Attached are 3 items, Noise, Political Signage and General Sign Ord., for updating that Council requested a date to be set for a Special Council Meeting to address proposed changes.

Additionally, because the May 25th Regular Council Meeting occurs on Memorial Day, it is requested that this meeting be rescheduled to Tuesday, May 26, 2015.



AGENDA MEMORANDUM

Date: 4/24/2015

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

Via: Ron Gorland, City Manager *Ron*

From: Lourdes Taveras, Acting Code Compliance Supervisor

Subject: Ordinance Updates

In April of 2007, City Council and Administration began a comprehensive look at parts of our Code of Ordinances that were in need of review and/or updating. Since that time, Council has completed making additions or changes to the following sections of the Code:

70-10	Parkway/Swale Parking
70-10	Westward Drive Parking
71-04	Inoperable Vehicles
93-05	Waste Removal
93-10	Dumpster Enclosures
96-05	Street Number Display
96-09	Dog Feces
150-010	Roofing Materials
150-011	Utility Sheds
150-013	Hedge Height
150-015	Commercial Vehicles
150-017	Recreational Vehicles
150-025	Portable Awnings/Canopies
150-029	Political Signs
150-030	Open House Signs
150-032	Portable Storage Units

Following are the Codes from the original list which still have not been reviewed or changed:

99-01 to 09	Noise
150-029	Political Sign Regulations (changes were made, but some clarification is needed)
150-030	General Sign Ordinance

Finally, Council may want to re-consider the Ordinance which was changed to allow parking in the median on Westward Drive (Code 70-10). Now that we are going to install a bike path along the Westward Drive median, we may want to once again prohibit parking there for safety reasons. Attached are copies of the pertinent Codes for your consideration.

NOISE

ORDINANCE

- **Chapter 99 - NOISE**

- **ARTICLE I - GENERAL REGULATIONS**

- **Sec. 99-01. - Unnecessary, excessive, or unusual noises, generally.** It shall be unlawful to make any loud, unnecessary, excessive, or unusual sound or noise in the City, which sound or noise shall exceed the sound or noise emanating from any particular location in the City previously, without first obtaining a permit therefor in accordance with the provisions of this chapter.

(Ord. 445, passed 10-13-69)

Cross reference— Penalty, § 10-99.

- **Sec. 99-02. - Operation of radios, phonographs, or other sound-making devices or ensembles.** It shall be unlawful for any person owning, occupying, or having charge of any building or premises or any part thereof, in the City, at any time to cause or allow any loud, unnecessary, excessive, or unusual noises in the operation of any radio, phonograph, or other mechanical sound-making device, or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician, or group of musicians, or in the use of any device to amplify the music of any band, orchestra, musician, or group of musicians, where the noise or music is plainly audible at a distance of 50 feet in commercial or business districts or 25 feet in residential districts from the building, structure, vehicle, or premises in which or from which it is produced. The fact that the noise or music is plainly audible at a distance set out above from the vehicle or premises from which it originates constitutes prima facie evidence of a violation of this section.

(Ord. 445, passed 10-13-69)

Cross reference— Penalty, § 10-99.

- **Sec. 99-03. - Hours of operation of sound-making devices.** It shall be unlawful for any person owning, occupying, or having charge of any business establishment, or any part thereof, in the City, to cause or allow the playing or operating of music boxes, juke boxes, radios, musical instruments, or any other musical devices on or about the premises between the hours of 10:00 p.m. and 7:00 a.m. the following day; unless such music boxes, juke boxes, radios, musical instruments, and other devices are played or operated in a closed building and the sound is not audible from outside the building so as to disturb the quiet, comfort, or repose of persons in any dwelling, hotel, or other type of residence.

(Ord. 445, passed 10-13-69)

Cross reference— Penalty, § 10-99.

- **Sec. 99-04. - Percussive sounds; horns; whistles.** It shall be unlawful for any person to ring any handbell, beat or strike any pan, pail, or other like article, or sound any gong or blow any whistle or horn other than a musical instrument when used as part of a band or orchestra, except to give necessary signals upon a motor vehicle, motorcycle, bicycle, or similar vehicle; or to cry out the sale of goods, wares, or merchandise; or to make, aid, continue or encourage or assist in making any other loud or unusual noises on the streets of the City.

(Ord. 445, passed 10-13-69)

Cross reference— Penalty, § 10-99.

- **Sec. 99-05. - Sounds to advertise selling of food.** It shall be unlawful to blow, ring, or sound any automobile horn, chime, or bell on or about premises used in conjunction with the operation of any barbecue or soft drink stand or restaurant where such barbecue or soft drink stand or restaurant premises is located within a

distance of 25 feet from improved residential property, unless such blowing, ringing, or sounding is necessary for the protection of life or property.

(Ord. 445, passed 10-13-69)

Cross reference— Penalty, § 10-22.

- **Sec. 99-06. - Discharge of combustibles.** It shall be unlawful to fire or discharge a gun, squibs, crackers, gunpowder, or other combustible substance in the streets or elsewhere for the purpose of making noise or disturbance, except upon proclamation or by written permission of the City Manager.

(Ord. 445, passed 10-13-69)

Cross reference— Penalty, § 10-22.

- **Sec. 99-07. - Sounds simulating emergency vehicles.** It shall be unlawful for any person to carry or use upon any vehicle any gong or siren whistle similar to that used on ambulances or police or fire vehicles.

(Ord. 445, passed 10-13-69)

Cross reference— Penalty, § 10-22.

- **Sec. 99-08. - Construction and property maintenance noise.** It shall be prohibited for any person in conducting any building operations between the hours of 30 minutes after sunset and 8:00 a.m. to operate or use any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, or other apparatus, the use of which is attended by loud or unusual noise, except by written permission of the City Manager, and then only in case of emergency.

In addition, the aforesaid prohibition against the generation of loud or unusual noise shall also be applicable to the operation of lawn mowers, edging equipment, hedge or tree trimming equipment, pressure cleaning equipment, and all other home and lawn maintenance machines and equipment.

(Ord. 445, passed 10-13-69; amend. Ord. 1064-2014, passed 2-24-14)

Cross reference— Penalty, § 10-22.

- **Sec. 99-09. - Noise-creating blowers, fans, air-conditioning, or internal-combustion engines.** It shall be unlawful to operate or cause to be operated, any noise-creating blower, power fan, air-conditioning unit, or internal-combustion engine, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noises, so that they shall not cause annoyance to the public or disturb the rest and quiet of persons residing in or occupying property near enough to be annoyed by the unmuffled blower, fan or exhaust of any such engine.

(Ord. 445, passed 10-13-69)

Cross reference— Penalty, § 10-22.

- **ARTICLE II. - PERMITS**

- **Sec. 99-20. - Permit for exception to general regulations.** All persons, corporations, entities, groups or nonprofit organizations and churches who intend to produce noise or music during proscribed hours, or noise or music at distances in excess of those permitted by §§ 99-01—99-09 may apply to the City Manager prior to producing any such noise or music for a permit authorizing such noise or music, establishing conditions of use, performance bond, and termination date of the authorization sought.

(Ord. 570, passed 2-24-75; amend. Ord. 838-97, passed 1-13-97)

• **Sec. 99-21. - Application for permit.**

(A) Application for a permit shall be initiated by the filing of a request with the City Clerk setting forth:

- (1) The nature of the noise or music.
- (2) The distance such noise or music will be audible.
- (3) The location of the source of the noise or music.
- (4) The time the noise or music will be produced during any 24-hour period.
- (5) The nature and type of equipment producing the noise or music.

(B) The application shall be executed by the real party in interest or its lawful agents.

(Ord. 570, passed 2-24-75; amend. Ord. 838-97, passed 1-13-97)

• **Sec. 99-22. - Investigation of application.**

(A) Upon receipt of any application for a permit pursuant to the provisions of Code of Ordinance §§ 99-20—99-21, the City Manager shall conduct an investigation to determine if, in his sole and exclusive discretion, it is both reasonable and appropriate to grant the requested permit.

(B) The City Manager may require additional information and documentation from the applicant as part of the investigative process.

(C) The City Manager may additionally require that the City send written notices, by certified mail, to all owners of property within 350 feet of the applicant's property. The costs of drafting and mailing the notices to the affected property owners shall be paid in advance by the applicant. However, the City Manager's decision to forego the mailing of notices, or the City's failure to mail or any property owner's failure to receive such notice, shall not affect the validity of the City Manager's decision in regard to the application for permit.

(Ord. 570, passed 2-24-75; amend. Ord. 838-97, passed 1-13-97)

• **Sec. 99-23. - Decision and conditions of permit.** After completing his investigation, the City Manager shall determine whether or not the noise or music sought to be produced during the proscribed hours or in excess of the distance permitted by §§ 99-01—99-09 is unnecessary, excessive, or unusual so as to constitute a public nuisance. In the event the City Manager finds that the noise or music sought to be produced does not constitute a public nuisance, the City Manager may grant the application subject to the following terms and conditions:

(A) Applicants for permits for production of noise or music for more than a one-year term shall post a performance bond in an amount that the City Manager, in his sole and exclusive discretion, determines to be both reasonable and appropriate, conditioned upon removal of the noise or music, in the event the applicant violates any of the terms or conditions of the permit or any of the representations made in the application or to the City Manager in support of its application. The bond shall bind the successors in interest of the applicant.

(B) The City Manager shall establish the time during any 24-hour period when the noise or music may be produced.

(C) The City Manager shall establish the date when the authorization granted to produce such noise or music shall terminate.

(D) The City Manager may impose such additional conditions governing the producing of the said noise or music as may be reasonably necessary to prevent the creation of a public nuisance.

(Ord. 570, passed 2-24-75; amend. Ord. 838-97, passed 1-13-97)

- **Sec. 99-24. - Revocation of permit.** The City Manager shall have the authority to revoke the permit on any of the following grounds:

- (A) The application for the permit contains misrepresentations, or the applicant has made, or caused to be made, misrepresentations of fact before to the City or the City Manager in order to obtain the necessary authorization.
- (B) In the course of carrying on the noise or music permitted, the applicant has violated any of the terms or conditions of the permit or produced the noise or music in such a manner as to constitute a public nuisance, breach of peace, or otherwise interfered with the public safety or general welfare of the citizens of the City.
- (C) The applicant has failed to comply with the provisions of the Code of Ordinances, or the performance bond has been revoked.

(Ord. 570, passed 2-24-75; amend. Ord. 838-97, passed 1-13-97)

- **Sec. 99-25. - Appeal of revocation of permit.** Any applicant aggrieved by the action of the City Manager in revoking any permit hereunder shall have the right to appeal to the City Council by filing with the City Clerk, within seven days after written notice of the revocation, a statement setting forth the grounds for appeal. The City Council shall set a time and place for hearing the appeal, and notice of the hearing shall be given to the applicant at least 30 days prior to the hearing. The decision of the City Council shall be final and conclusive upon the appeal.

(Ord. 570, passed 2-24-75; amend. Ord. 838-97, passed 1-13-97)

POLITICAL SIGN

ORDINANCE

• **Sec. 150-029. - Political and election sign regulations.**

(A) *Permitted signs.*

- (1) Each residential property, business property or establishment, and church site shall be permitted to display one sign for each candidate or ballot issue.
- (2) Signs may also be affixed to, or carried in motor vehicles, so long as the attachment and placement of such signs does not constitute a hazard to the public health, safety, or welfare.
- (3) The carrying of signs and placards on all properties within the City, including City swales, medians, sidewalks, streets, alleys, bike paths or other public rights-of-way, shall also be permitted so long as such activities are conducted in a manner that does not create a hazard to the public health, safety or welfare and is not otherwise prohibited by state statute or county or municipal ordinance.
- (4) In the case of vacant land or an unoccupied commercial location, a written statement of permission from the owner of such property for the display of any political or election signs is required to be submitted to the City prior to the utilization of such location. In addition, the statement shall also authorize the City to remove said signs if they are not displayed properly or removed in accordance with the requirements of this section.
- (5) Signs for political candidates in City Council elections may be placed at any time following the candidate's qualification for office.

(B) *Prohibited signs.*

- (1) No political or election signs may be placed or located on the swales, medians, sidewalks, streets, alleys, bike paths or other public rights-of-way of the City. All signs placed in any of the aforesaid locations may be forthwith removed by authorized City representatives without any advance warning or notice to any person.
- (2) No political or election signs may be pasted, glued, painted, affixed, tacked, nailed or otherwise attached to any City building or structure, utility pole, tree, traffic control device, bridge, guardrail, public traffic or location sign, or other property of the City.
- (3) No political or election signs shall be illuminated or prepared with light reflecting paints.

(C) *Sizes of signs and locations.*

- (1) Signs shall be placed or located in such a manner as to avoid the creation of any hazards for vehicular or pedestrian traffic.
- (2) Outside signs located in permitted areas shall not exceed eight square feet in size and shall be placed within the property side of the sidewalk, if one exists. In areas without sidewalks, signs must be placed at least 16 feet from the edge of the street pavement. In all instances, outside signs shall be placed in locations that will eliminate the possibility of infringement on any City right-of-way.
- (3) However, outside signs located in permitted areas such as vacant land, unoccupied commercial properties, parking lots, or other privately owned open space shall not exceed 16 square feet in size, shall be placed within the property side of the sidewalk, if one exists, and shall be placed and erected in a safe and appropriate manner. In areas without sidewalks, signs must be placed at least 16 feet from the edge of the street pavement. In all instances, outside signs shall be placed in locations that will eliminate the possibility of infringement on any City right-of-way.
- (4) Inside signs located in permitted areas shall not exceed six square feet in size and shall be located and secured in a manner that avoids the creation of any hazards to the premises or adjacent properties.
- (5) Notwithstanding the foregoing, the existing City Code provisions and requirements for the establishment of office signage and the usage of special event signage shall continue to be regulated in accordance with the applicable provisions of Code § 150-030

(D) *Violations and enforcement.*

- (1) Each political candidate or sponsoring organization is responsible for each sign posted or displayed on behalf of said candidate or ballot issue regardless of who may have authorized or actually performed the act of posting and display.

(2) Each and every sign posted or displayed on behalf of any candidate or ballot issue shall be removed within ten calendar days following the determination of the election for which the candidate's or ballot issues' signs was posted and displayed.

(3) As a prerequisite to the posting or display of political or election signs, each candidate or sponsoring organization shall be required to post a \$200.00 cash bond with the City Code Enforcement Department as minimum security for the timely removal of all signs.

(4) If any political or election signs posted or displayed in compliance with this section remain following the expiration of the aforesaid removal period, or any political or election signs are posted or displayed in non-compliance with this section, the \$200.00 cash bond posted with the City shall be forfeited to the City to help defray the cost of the removal of the violative signs.

(5) In addition, if any signs remain after the aforesaid removal period, the City may enforce the provisions of this section against the candidate or the sponsoring organization of any ballot issue through the implementation of the City Code Enforcement or Supplemental Code Enforcement Citation System procedures.

(6) By this reference, the City is authorized to include the violation of the provisions of this section as an offense to be enforced by the supplemental Code Enforcement Citation System. The minimum fine to be imposed for the removal of any signs by the City shall be \$50.00 for each sign removed.

(7) If all political or election signs of any candidate or sponsoring organization are timely and properly removed following the determination of the election for which the signs were posted and displayed, the City shall return the \$200.00 cash bond posted with the City to the appropriate candidate or sponsoring organization.

(Ord. 869-2000, passed 1-8-01; amend. Ord. 956-07, passed 6-11-07)

SIGN

ORDINANCE

Sec. 150-030. Sign regulations.

(A) *Purpose.* The purpose of this section is to create a comprehensive system of street graphic controls, thereby facilitating clear communication, improving the appearance of the City and reducing traffic hazards.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Animated sign. A sign which utilizes motion of any part by any means or displays flashing, oscillating, sequential or intermittent lights other than time or temperature.

Architectural details. Any projection, relief, cornice, column, change of building material, window or door opening on any building.

Balloon sign. Any sign of fabric type material inflated by cold air to a point of semirigidity for the purpose of floating above the ground.

Banner sign. A sign having the characters, letters or illustrations applied to cloth, paper, plastic film or fabric of any kind, or any other material with similar characteristics, with only such material for backing.

Bench sign. Any sign painted on or attached to a bench or to a shelter for persons awaiting public transportation.

Building identification sign. A sign that shows the name or address of a building.

Bunting. Any kind of pennant, streamer or other similar fabric decoration.

Commercial event sign. A temporary sign announcing any commercial special event such as, but not limited to, the first opening of a business not previously conducted in the City by the same person, at the particular location or the first sale of dwellings in a project. It may be wood, paper, cloth, bunting or banner pennants.

Contractor/architect sign. A sign designating the name of the general contractor, subcontractor, architect or any other business or professional undertaking real property improvements on the site where the sign is located, whether commercial or residential.

Development identification sign. A sign that is permitted to be installed only around the perimeter of a development to identify the development.

Directional sign.

(1) A noncommercial sign permanently erected and maintained by the City, county or state, or any agency thereof to:

(a) Denote the name of and/or route to any thoroughfare.

(b) Denote the route to any City.

(c) Denote the name and/or route to any educational institution, public building, park, recreational facility or hospital.

(d) Direct and regulate traffic.

(e) Denote the name and/or route to any transportation or transmission company.

(2) A noncommercial sign located on and relating to an activity on the premises upon which the sign is located, providing directional and safety information to pedestrian and vehicular traffic, for example: *entrance, exit, and caution.*

Directory sign. An index consisting of the names of tenants of an office building, shopping center or other multi-tenant business complex.

Eave line. The lowest line of the eaves on a pitched roof building.

Election sign. any sign which indicates the name, cause or affiliation of anyone seeking public office or which indicates any issue for which a public election is scheduled to be held.

Facade. The face of a building from the ground to the top of the parapet in the case of buildings with flat roofs and to the ridge line of the roof in the case of buildings with a pitched roof.

Ground sign. Any freestanding solid structure containing one or two sign faces which is supported solely by its own ground-mounted base and which is not attached or affixed in any way to a building or other structure.

Illuminated sign. Any sign having characters, letters, designs, logos or outlines illuminated by electric

lights or luminous tubes designed for that purpose, whether or not said lights or tubes are physically attached to the sign.

Item of information. A word, an initial, a logo, an abbreviation, a number, a symbol, or a graphic shape.

Model sign. A sign which designates a particular dwelling unit which is exhibited to depict other units of a similar design that are for sale.

Multi-tenant center. Any shopping center, office center, business center or industrial center in which two or more occupancies abut each other or share common parking facilities or driveways or are otherwise related.

Nonresidential public street. Those streets and streets segments denoted as nonresidential public streets in Figure 1.

TABLE INSET:

Public rights-of-way upon which residential real estate open house directional signs are permitted	
(1)	Westward Drive, from Flamingo Circle to Hammond Drive;
(2)	Ludlam Drive, from Lafayette Drive to North Royal Poinciana Boulevard;
(3)	North Royal Poinciana Boulevard, from Albatross Street to Ludlam Drive.

Off-premise sign. Any sign advertising a commercial establishment, activity, product, service or entertainment which is sold, produced, manufactured, available or furnished at a place other than on the property on which the sign is located.

Parapet line. The line of a parapet on the facade of a flat roofed building with a parapet and the line of the roof on the facade of a flat roofed building without a parapet.

Political/ideological sign. Any sign which expresses any political or ideological idea or opinion of any kind.

Portable sign. Any sign not permanently attached to the ground or other permanent structure or a sign designated to be transported, including, but not limited to, signs designed to be transported by means of wheels; skid-mounted signs; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; and signs attached to or painted on vehicles parked to clearly provide advertising close to the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business, the sign area is less than two square feet per side and there is no reasonable alternative storage space.

Project construction sign. A sign announcing a project under construction or an intended use of the premises in the immediate future.

Projecting architectural sign. A sign which is attached flat against a projecting building wall or other structural element which is designed as an integral part of the building of which it is a part.

Projecting nonarchitectural sign. A sign which is directly attached to and projects from a building wall or other structure element by more than 15 inches.

Real estate for sale or for lease sign. A sign erected on-site by the owner or his agent, indicating property which is for rent, lease or sale, open for inspection, shown by appointment only or similar announcement.

Roof sign. A sign erected over, across or on the roof of any building, except that a projecting architectural sign shall not be deemed to be a roof sign.

Sidewalk or sandwich sign. A movable sign not permanently secured or attached to the ground.

Sign, commercial. Any writing, pictorial identification, description, illustration, presentation, illumination or other device which is affixed to or represented directly or indirectly upon a building, structure or land and which identifies or directs attention to a product, place, activity, persons, institution, business or service. However, any such writing, pictorial identification, and the like which is inside a building and cannot be seen from the outside shall not be considered a sign for the purposes of this section and shall not be regulated by this section. Any wall mural or other art work which bears no specific relationship to a particular product, place, activity, person, institution, business or service shall not be considered to be a sign for the purposes of this section and shall not be regulated by this section. Any name of a newspaper or other publication of general circulation on a box for the distribution or delivery of such publication directly to customers shall not be considered to be a sign and shall not be regulated by this section. One United States flag and one other noncommercial flag on one pole per lot shall not be considered to be a sign if it is not greater than 20 feet in height and 15 square feet in area.

Sign, noncommercial. Any sign other than a commercial sign. Noncommercial signs include any required sign as specified in division (D), any public interest sign as specified in division (E), any residential name plate identification signs, any residential development identification sign, any residential development directional sign, any election signs and any political or ideological sign.

Signable area. Any one area of rectangular shape on the side of a building, provided that said signable area is free of architectural details and is located where the sign to which it pertains is located.

Sign area. When a sign is fabricated as a banner or box or other structure which is applied to the wall of a building, the sign area is the entire area of the rectangle which completely encloses the face of the sign. When a sign is a wall or window sign composed of individual letters, symbols or logos painted on or otherwise applied to a wall or window, the sign area is the entire area of the rectangle which completely encloses all letters, symbols and logos. When the sign is a ground sign, the sign area is the entire area of the rectangle which encloses the entire face of the sign and any supporting structure, except in the expressway sign district. In the expressway sign district, when the sign is a ground sign, the sign area is the entire area of the rectangle which completely encloses the entire face of the sign, but does not enclose any supporting structure which is below the lowest level at which letters, symbols or logos are located. For any other sign not described above, the sign area is the entire area of the rectangle which completely encloses the entire face of the sign, but does not enclose any supporting structure. See figures 2-4 for illustration of sign area measurements.

Sign face. The surface of a sign which contains the writing, pictorial identification, and the like which constitutes a sign.

Sign height. The height of the sign measured from the finished ground elevation to the top of the sign. If the area around the sign is bermed, then the height of the sign is determined from the crown of the fronting street.

Snipe sign. A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, walls, trash receptacles or fences, or to other objects, and the advertising matter appearing thereon is not applicable to the present use of the premises upon which such sign is located, including garage sale signs. Legal notices required by law are exempted.

GRAPHIC LINK: Figure 2: Sign Area for Wall Signs

Temporary sign. Any sign to be displayed for a limited period as specified in division (J).

Wall sign, nonprojecting. A sign which is affixed to an exterior wall, fascia, cantilever, marquee, awning, mansard or pitched roof of any building which is parallel thereto and supported by said wall, fascia, cantilever, marquee, awning, mansard or building. No sign shall project higher than the top of said wall, fascia, mansard or building.

Window sign, permanent. A permanent sign painted on or otherwise permanently attached to a window or door.

Window sign, temporary. A temporary sign attached to a window or a door.

Zoning lot. Any land area upon which is situated a given building and/or land use and which is needed to meet the minimum lot size, parking, landscaping, setback or other requirements for that building and/or use and any other building and/or use which may be on the same parcel.

GRAPHIC LINK:Figure 3: Sign Area for Ground Signs

(C) *Prohibited signs.* The following signs are prohibited anywhere in the City:

- (1) Animated signs except time and temperature.
- (2) Banner signs except as commercial special event signs pursuant to division (J).
- (3) Buntings, balloons and commercial flags and pennants.
- (4) Obscene signs.
- (5) Portable signs.
- (6) Projecting nonarchitectural signs.
- (7) Roof signs.
- (8) Sandwich or A-frame signs, except for residential real estate open house directional signs pursuant to division (C)(10) below.
- (9) Snipe signs.
- (10) Signs on public property, other than signs placed by agencies of governments or signs specifically authorized for placement on public property by this Code.

GRAPHIC LINK:Figure 4: Sign Area for Window Signs

- (11) Signs on utility poles, other than signs placed by the applicable utility company for utility identification or similar purpose.
- (12) Any off-premise commercial sign, except that signs specifically permitted pursuant to divisions (G), (H), (I), and (J) may be off-premise signs by virtue of their content.
- (13) Any sign not expressly authorized by this Code or not specifically excluded from the purview of this section.

(D) *Required signs.* The following signs must be placed where relevant and shall not be counted in determining the amount of signage permitted on a lot under this Code.

- (1) Warning signs at gasoline stations as prescribed by the fire marshal.
- (2) Fire lane markings and any such other signs as may be prescribed by the fire marshal.
- (3) Building identification signs:
 - (a) Residential building with four dwelling units or less-address numerals at least three inches high either standing alone or in conjunction with the names of the occupants.
 - (b) Residential building with more than four dwelling units and nonresidential buildings address numerals at least ten inches high.
 - (c) Nonresidential building-address numerals at least three inches high at each building entrance.
- (4) Handicapped parking signs.
- (5) Directional signs for safe on-site vehicular and pedestrian circulation as may be deemed necessary by the City's site plan review authority.

(E) *Public interest signs.* The following signs shall be permitted on any and all public or private land due to their public service benefit and shall not be counted in determining the amount of signage permitted on a lot under this Code.

- (1) Benches, approved by the City Council, may carry commercial and noncommercial signs if designed as an integral part of the structure and necessary to defray the cost of providing the structure.
- (2) Bus shelters, approved by the City Council, may carry commercial and noncommercial signs if designed as an integral part of the structure and necessary to defray the cost of providing the structure.
- (3) Directional signs for churches, public schools and similar institutions.
- (4) Any sign erected or required by governmental units, provided such sign is not larger than required by state or federal law.

(F) *Residential zoning district permanent signs.* The following signs are authorized in all residential districts:

TABLE INSET:

Residential development identification ground sign:

• Number maximum	2 sign faces for each road entering the development from outside the development
• Area maximum per sign face	24 square feet
• Height maximum	4 feet
• Items of information	10

Directional sign:

• Number maximum	As determined necessary by City staff
• Area maximum per sign face	4 square feet
• Content restrictions	Content shall be limited to words and symbols necessary to direct traffic.

Institutional use signs:

- Institutional uses in residential districts shall be permitted signage in accordance with the regulations applicable to the B-1 zoning district.

(G) *Signs in the B-3 zoning district.* The following signs shall be permitted in the B-3 district.
TABLE INSET:

Ground sign:	
• Number maximum	2 sign faces per zoning lot
• Setback minimum	5 feet from right-of-way

• Height maximum	20 feet
• Area maximum per sign face	120 square feet
• Items of information maximum	10
Projecting architectural sign in lieu of ground sign:	
• Number maximum	2 sign faces per zoning lot
• Setback minimum	5 feet from right-of-way
• Height maximum	10 feet above the eave or parapet line of the building on which it is located
• Area maximum per sign face	120 square feet
• Items of information maximum	10
Low nonprojecting wall sign:	
• Number maximum	1 per each ground floor establishment which has its own principal public access directly facing a nonresidential public street or on an unobstructed pedestrian access way which leads to a public street
• Area maximum	40 percent of signable area up to 30 square feet
• Height maximum for one story buildings	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower

• Height maximum for buildings with more than one story and with second story windows	Below the sill line of second story windows. In cases where the sill line varies, the sill line under which a sign in place shall govern
• Height maximum for buildings with more than one story but no second story	Not higher than four feet above the second floor line
• Items of information maximum	10
High nonprojecting wall sign:	
• Number maximum	1 sign face per building facade on a nonresidential public street
• Area maximum	40 percent of signable area up to 100 square feet
• Height maximum	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower
• Items of information maximum	10
Window sign:	
• Number maximum	2 per each ground floor establishment which has its own principal access directly facing a public street or on an unobstructed pedestrian access way which leads to a public street
• Area maximum of one or both	15 percent of total window area up to 20 square feet
• Items of information maximum when any letters and other graphic symbols which constitute an item are more than four inches high	10
• Items of information maximum when all letters and other graphic symbols	Unlimited

which constitute an item are more than four inches high	
Additional sign or sign area:	
• Number maximum	1 sign face per building if this provision is used to permit an additional sign
• Area maximum	40 square feet allocated to one sign if this provision is used to permit an additional sign or 40 square feet distributed among all otherwise permitted sign faces
• Location requirements	Mounted on a building wall in accordance with the locational requirements applicable to low wall signs if this provision is used to merit an additional sign

(H) *Signs in the B-2 and MUB districts.* The following signs shall be permitted in the B-2 and MUB districts:

TABLE INSET:

Ground sign:	
• Number maximum	2 sign faces per zoning lot
• Setback minimum	5 feet from right-of-way
• Height maximum	20 feet
• Area maximum per sign face	120 square feet
• Items of information maximum	10
Projecting architectural sign in lieu of ground sign:	
•	

• Number maximum	2 sign faces per zoning lot
• Setback minimum	5 feet from right-of-way
• Height maximum	10 feet above the eave or parapet line of the building on which it is located
• Area maximum per sign face	120 square feet
• Items of information maximum	10
Low nonprojecting wall sign:	
• Number maximum	1 per each ground floor establishment which has its own principal public access directly facing a nonresidential public street or on an unobstructed pedestrian access way which leads to a public street
• Area maximum	40 percent of signable area up to 30 square feet
• Height maximum for one story buildings	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower
• Height maximum for buildings with more than one story and with second story	Below the sill line of second story windows. In cases where the sill line varies, the sill line under which a sign is place shall govern
• Height maximum for buildings with more than one story but no second story	Not higher than four feet above the second floor line
• Items of information maximum	30
High nonprojecting wall sign:	
• Number maximum	1 sign face per building facade on a nonresidential public street

• Area maximum	40 percent of signable area up to 100 square feet
• Height maximum	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower
• Items of information maximum	10
Window sign:	
• Number maximum	2 per each ground floor establishment which has its own principal public access directly facing a public street or on an unobstructed pedestrian access way which leads to a public street
• Area maximum of one or both	15 percent of total window area up to 20 square feet
• Items of information maximum when any letters and other graphic symbols which constitute an item are more than four inches high	10
• Items of information maximum when any letters and other graphic symbols which constitute an item are less than four inches high	unlimited
Additional sign or sign area:	
• Number maximum	1 sign face per building if this provision is used to permit an additional sign
• Area maximum	40 square feet allocated to one sign if this provision is used to permit an additional sign or 40 square feet distributed among all otherwise permitted sign faces
• Location requirements	Mounted on a building wall in accordance with the locational requirements applicable to low wall signs

of this provision is used to permit an additional sign

(I) *Signs in the B-1 zoning district.* Ground signs and projecting architectural signs are expressly prohibited, as are all other signs identified as prohibited signs by division (C). The specific reference to division (C) in this section is not to be construed as meaning that division (C) does not apply to other sign districts. The following signs shall be permitted in the B-1 zoning district:

TABLE INSET:

Low nonprojecting wall sign:	
• Number maximum	1 per each ground floor establishment which has its own principal public access directly facing a nonresidential public street or on an unobstructed pedestrian access way which leads to a public street
• Area maximum	40 percent of signable area up to 30 square feet
• Height maximum for one story buildings	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower
• Height maximum for buildings with more than one story and with second story windows	Below the sill line of second story windows. In cases where the sill line varies, the sill line under which a sign is placed shall govern
• Height maximum for buildings with more than one story but no second story windows	Not higher than four feet above the second floor line
• Items of information maximum	10
Window sign:	
• Number maximum	2 per each ground floor establishment which has its own principal public access directly facing a public street or on an unobstructed pedestrian access way which leads to a public street
• Area maximum one or both	15 percent of total window area up to 20 square feet

<ul style="list-style-type: none"> Items of information maximum when any letters and other graphic symbols which constitute an item are more than four inches high 	10
Additional sign or sign area:	
<ul style="list-style-type: none"> Items of information maximum when all letters and other graphic symbols which constitute an item are less than four inches high 	Unlimited
<ul style="list-style-type: none"> Number maximum 	1 sign face per building if mounted in accordance with locational requirement (a) below, or
	2 sign faces per building if hung according to locational requirement (b) below, or
	No additional sign faces if distributed according to locational requirement (c) below
Location requirements:	

TABLE INSET:

(a) Mounted on a building wall in accordance with the locational requirements applicable to low wall signs, or
(b) Hung below an awning or other canopy, or
(c) Distributed among all otherwise permitted sign faces

(J) *Temporary signs.* Only the following temporary signs shall be permitted:

TABLE INSET:

	Residential District	Non-Residential District
<u>Commercial special event sign:</u>	Not Permitted	
<ul style="list-style-type: none"> Number per 		1 banner sign per

project		establishment
• Area maximum		30 square feet
• Length of display		Not to exceed 30 days total during the first six months following the securing of an occupational license by a new business occupant
<u>Real estate for sale and for lease signs:</u>		
• Area maximum	144 square inches plus two panels not exceeding together 144 square inches in addition for special information such as number of bedrooms, number of baths, presence of pool, and suspended with "S" hooks from main sign	12 square feet
• Number maximum	1 per street frontage	1 per street frontage
• Length of display	For the time period during which the property is offered	During the time period during which the property is offered
<u>Residential real estate open house directional signs:</u>		
• Area maximum	450 square inches	450 square inches
• Length of display	On the day house held open	On the day house held open
• Location	On private property with permission of owner and on specifically designated public rights-of-way as shown in Figure 1	On private property with permission of owner and on specifically designated public rights-of-way as shown in Figure 1
<u>Contractor/architect construction sign:</u>		
• Number maximum	1	1
•		

	Area maximum	144 square inches	6 square feet
	Length of display	During remodeling During construction	During remodeling During construction
<u>Project construction sign:</u>			
	Number per project	1 per street frontage	1 per street frontage
	Area maximum	8 square feet	30 square feet
	Height maximum	6 feet	10 feet
	Length of display	After site plan approval and up to issuance of certificate of occupancy or 18 months whichever is less	After site plan approval and up to issuance of certificate of occupancy or 18 months whichever is less
<u>Garage sale sign:</u>		Not permitted	Not permitted
<u>Political/ideological sign:</u>		Not permitted	
	Length of display		Unlimited
	Number		Otherwise permitted signs may have political and ideological content in part or in whole
	Area maximum		As applicable to otherwise permitted signs
	Height maximum above grade		As applicable to otherwise permitted signs
	Setback minimum		As applicable to otherwise permitted signs

(K) *Supplemental regulations.*

(1) *Construction and workmanship standards.* All permanent signs shall conform to state building code, including Chapter 23 relative to wind pressure standards. In addition, all signs shall be constructed, attached, painted or otherwise applied in a neat professional manner according to standard industry practice.

- (2) *Electric standards.* All electrical equipment and lines used as or in connection with signs shall meet the National Electric Code.
- (3) *Maintenance required.* All signs must be maintained in good condition. They shall be kept neat and safe at all times. Any evidence of sign deterioration shall be deemed a violation of this provision. Such evidence shall include, but not be limited to, peeling or cracking paint, severely fading paint, rust, cracking plastic or other deteriorating material.
- (4) *Finished appearance required for rear of signs.* Where the rear or side of any sign is visible from any street or from any adjoining residential district, said side of rear shall be finished with a neat surface which conceals the structural members and electrical equipment of the sign.
- (5) *Illuminated signs facing residential districts restricted.* No illuminated signs shall face a residential district in such a way that it shines directly onto residential properties.
- (6) *Changeable copy permitted.* Signs with removable or changeable copy are permitted. They shall count as a sign otherwise permitted by this section. They shall not be permitted in addition to any sign otherwise permitted by this section.
- (7) *Required sign-theme design plan.*
- (a) Each application for a permit for a permanent commercial sign shall be based on a written and graphic sign-theme design plan which establishes a unified design theme for all signs on a given zoning lot. For the purposes of this division, a unified design theme shall be the theme which has a degree of unity among the various signs with respect to the various design elements which together make up the design character of signs. These elements include, but are not necessarily limited to, construction type, materials, color, size of letters, size of logos and other graphics, size of signs, elevation of sign base lines, and elevation of sign top lines. The degree of unity required is that which clearly evidences that all permanent signs on the parcel were designed in concert with one another and with the architecture on which they are placed rather than without regard to one another or the architecture. It is not necessary for all signs to be identical or even nearly identical in order for sufficient unity to be achieved.
- (b) Sign-theme design plans shall be submitted to and reviewed by the site plan review authority.
- (c) An approved sign-theme design plan may be modified provided that all signs which already exist on the applicable parcel conform as they are to the new plan or are made to conform within 60 days of approval of the new plan. Any pre-existing sign which does not conform to an approval sign-theme design plan shall be deemed to be an illegal nonconforming sign and therefore shall enjoy none of the grandfather protections enjoyed by legal nonconformities. Such an illegal nonconforming sign shall be subject to immediate removal by the City at the expense of the owner of the property on which the sign is located.
- (d) Any otherwise legal sign existing prior to the enactment of this division and for which there is no approved sign-theme design plan may remain without time limit and without the need to prepare and have approved a sign-theme design plan. However, no additional or new signs may be placed on the lot on which such sign is located.
- (L) *Administration and enforcement.*
- (1) *Permits and applications for permits for certain signs.* Applications for permits shall be submitted on forms provided by the code enforcement department. The following signs shall be required to have a sign permit:
- (a) Building identification sign
 - (b) Commercial special event sign
 - (c) Contractor/architect signs
 - (d) Development identification sign
 - (e) Ground sign
 - (f) Model sign
 - (g) Project construction sign
 - (h) Projecting architectural sign
 - (i) Wall sign, nonprojecting
 - (j) Window sign, permanent

(2) *Minimum plan requirements.*

(a) Sign permit applicants shall provide plans and specifications for each sign showing all information necessary to determine compliance with this Code, including, where applicable, the approved sign-theme design plan. The plans and specifications shall also show the method of construction and attachment to the building or in the ground.

(b) Drawings shall be to scale and shall show the square foot area and dimensions of the sign structure as well as the sign face, copy to appear on the sign, height of letters, colors, materials, lighting equipment, of any, and the position of the proposed signs relative to buildings, property lines, and/or other wall signs as appropriate. A survey or drawn plot plan with measurements shall be provided for signs which are not mounted on buildings.

(3) *Issuance of sign permit.* If the sign, as indicated in the plans and specifications, is in accordance with the provisions of the state building code, and this chapter and any other relevant provisions of the City's development code, then a permit shall be issued for the erection of any such sign upon payment of the prescribed fee as established by the City provided that:

(a) The sign company has secured a certificate of competency and satisfies the City's insurance requirements, and

(b) The establishment to which the sign pertains has a valid occupational license.

(4) *Noncomplying signs.*

(a) *Unsafe signs.* Upon inspection by the City, if any sign is found to be unsafe, then the owner of the property on which said sign is located shall be required to make it safe in a manner consistent with all requirements of this Code or to remove such sign. If notice of need for correction is not complied with within one week, the City shall cause such sign to be removed at the expense of the owner of the property on which the sign is located following a public hearing with due notice to all interested parties. Any sign deemed an immediate threat to public safety may be immediately removed by the City at the expense of the owner of the property on which the sign is located.

(b) *Damaged legal nonconforming signs.* Any legal nonconforming sign which is damaged shall be removed if the cost of repair would exceed 50 percent of its original cost. The City shall determine whether or not damage exceeds 50 percent of its original costs following a public hearing.

(c) *Unmaintained signs.* Any sign not maintained according to the requirements of this Code may be removed by the City at the expense of the owner of the property on which the sign is located following a public hearing with due notice to all interested parties.

(d) *Electric violations.* Any electric sign installed at any location that does not conform with the National Electric Code or that violates the ordinances of the City shall, upon notice by the chief electrical inspector, be discontinued immediately from service by the owner until made to conform with this Code and is subsequently approved by the electrical and/or building inspectors. Upon failure to so discontinue service until conformation with this section, the City shall have the power, authority and duty to discontinue and disconnect the unlawful or nonconforming installation, at the expense of the owner of the property on which the sign is located.

(e) *Removal off illegal nonconforming signs.* Signs shall be determined to be illegal nonconforming signs only following a public hearing with due notice to all interested parties. Any sign so determined to be an illegal nonconforming sign shall be removed within 30 days of notification to the owner of the property on which the sign is located. The City may remove any such sign if the owner fails to comply with this requirement for removal. The expense of such removal shall be charged to the owner of the property on which the sign is located.

(5) *Enforcement.*

(a) *Sign contrary to provisions.* No sign shall be permitted to be erected, installed or applied in the City contrary to the provisions of this section.

(b) *Authorization to remove.* The building official and the chief code enforcement officer of the City shall enforce the provisions of this section, and further, the building official and chief code enforcement officer are hereby authorized and directed to remove all signs which are contrary to the provisions of this section in accordance with division (4) above.

(c) In the event the City cannot locate the owner, then a notice shall be mailed to the last known address of said owner and a copy of said notice shall be attached to the sign in violation of this section. If the sign is removed by the City, the City is hereby vested with the authority to appropriate the materials obtained from such sign and to credit the value thereof to the owner against the cost of such removal.

(d) If such expense is not paid within 30 days from the date of the notice of such City expense for removal of said sign, the City shall have the right to impress a lien upon the real property upon which such sign is located. The City shall have the continuing right to If foreclose such lien, in accordance with general law in a court of competent jurisdiction.

(M) *Nonconforming signs.*

(1) Any sign, having an original cost in excess of \$100.00 and which is nonconforming as to permitted sign area or any other reason which would necessitate the complete removal and/or total replacement of the sign, may be maintained for the longer of the following two periods:

(a) Four years from the date upon which the sign became nonconforming under the provisions of this Code and amendments hereto; or

(b) A period of five to nine years from the installation date or the most recent renovation date which preceded the effective date of this Code. However, if the date of the most recent renovation is chosen as the starting date for the period of amortization, then such period of amortization shall be calculated according to the cost of the renovation and not according to the original cost of the sign. The term of years to be determined by the cost of the sign or of such renovation, including installation cost, shall be as follows:

TABLE INSET:

Sign Cost or Renovation Cost	Permitted Years From Installation or Renovation Date
\$ 101 to \$3,000	Five years
\$3,001 to \$5,000	Six years
\$5,001 to \$7,000	Seven years
\$7,001 to \$9,000	Eight years
Over \$9,000	Nine years

(2) Any owner of a sign who desires to rely upon an amortization period longer than four years shall file with the building official, within two years from the effective date of this section (November 28, 1990) (or most recent renovation) and a written agreement to remove or bring into conformance such nonconforming sign at or prior to the expiration of the amortization period applicable to that sign.

(3) Off-premises commercial signs facing any federal primary system expressway shall be exempt from this subdivision due to federal regulations. In the event the Federal Highway Beautification Act or F.S. Chapter 479 is repealed, amended or adjudicated to not required compensation, then the removal provisions contained in subdivisions (M)(1) and (2) shall apply.

(Ord. 772-90, passed 11-28-90; amend. Ord. 869-2000, passed 1-8-01)

PARKWAY

ORDINANCE

- **Sec. 70-10. - Parking regulations for City parkways.**

(A) *Permitted parkway parking.* Motor vehicles may be parked in the public right-of-way median areas of Curtiss Parkway, Morningside Drive Parkway, and Westward Drive Parkway in accordance with the following rules and regulations:

- (1) Parking must be parallel with the adjoining street pavement.
- (2) Parking must be as close to the adjoining street pavement as is reasonably practicable.
- (3) Parking shall not exceed the distance of ten feet from the adjoining street pavement to the side of the motor vehicle farthest from the pavement.
- (4) Parking is prohibited in all areas of the Parkway median that are curbed.

(B) *Prohibited parkway use.* Curtiss Parkway, Morningside Drive Parkway, Westward Drive Parkway and all other City Parkways shall not be used for any other purpose, unless specifically authorized in writing by the City.

(C) *Prohibited parkway parking exceptions.* Parking is prohibited on all other public right-of-way median Parkway areas in the City, except as set forth below:

- (1) Parking for special events authorized in writing by the City.
- (2) Parking for limited short-time use by service vehicles such as the United States Postal Service, lawn service companies, repair service vehicles, emergency police vehicles and similar uses.

(D) *Enforcement.* It is the policy of the City to provide courtesy notices of prohibited parking before any punitive enforcement action is taken by the City Code Enforcement Department or Police Department in regard to parking on the prohibited parkway areas of the City.

(E) *Signage.* Nothing contained herein shall in any way prohibit, restrict or limit the placement of no parking signs in prohibited parkway areas of the City in the future.

(Code 1962, § 22-2; Ord. 222, passed 1-13-58; amend. Ord. 1029-2011, passed 11-28-11)

Cross reference— Penalty, § 10-99.

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Cross reference— Penalty, § 10-99.



JUAN-CARLOS PLANAS, ESQ.
Direct: (305) 500-9338
jcplanas@kb-attorneys.com

April 21, 2015

City Manager, Ron Gorland
City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166
Via Email: gorlandr@miamisprings-fl.gov

**RE: KURKIN BRANDES REPRESENTATION IN LITIGATION MATTER
Fernando Succo vs. City of Miami Springs, et al.
Case No.: 15-8709 CA 01**

Dear Mr. Gorland:

On behalf of the law firm of Kurkin Brandes LLP, I thank you sincerely for the opportunity to work with you in the above-referenced matter.

Kurkin Brandes LLP will provide advice and representation on this matter. I will be the counsel in charge of this matter and will be primarily responsible for providing and supervising the legal services required. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation.

1. Scope of Legal Services. It is agreed that the firm of Kurkin Brandes, LLP (hereinafter referred to as "Firm") shall provide legal services consisting of representation of the City of Miami Springs and all named Defendants in connection with the above-referenced matter by counseling, giving legal advice, formulating legal strategy, and acting as lead counsel with respect to the litigation identified herein. It is agreed that, from the Firm, attorney Juan-Carlos Planas will be primarily assigned to this matter, and that Mr. Planas will attend all major hearings and/or oral arguments. Once the Firm is engaged to render legal services as described above, the Firm is expected to abide by the City Attorney's decisions concerning the objectives of representation.

2. Contact with City Personnel or Officials. Because the City Attorney may become a witness in this case, Kurkin Brandes will communicate primarily with the City Manager and the City Commission on all relevant matters. .

3. Contact with Third Parties or Media. In matters relating to this engagement, the Firm shall have no contact or communication with interested or affected third parties, such as neighborhood associations, condominium associations, developers, contractors, etc., or anyone related to them, without prior approval of the City administration. In addition, the Firm shall also have no contact with the media without the prior approval of the City administration.

4. Junior Lawyers and Paralegals. The Office of the City Attorney favors the practice of using experienced junior lawyers or paralegals to work on matters whenever possible, without having a more senior lawyer re-work the project.

5. Fees and Billing. The Firm will be compensated by the City for all Services rendered: at the rate of \$300.00 per hour for attorney time and at the rate of \$150 per hour for paralegal time, not to exceed maximum cap of \$10,000 for all legal services in representation of the City in defense of the subject lawsuit through conclusion of the litigation. Payment in full of the Firm's statements is due within forty-five (45) days from the time the Firm's statement is received by the City Manager. Each statement submitted for payment must include the following information:

a. Description of Legal Services. A specific description of the service performed by the attorney, paralegal or law clerk showing the amount of time spent and the corresponding charge;

b. Minimum Billing Increments. In instances where minimum billing increments are used, the services will be aggregated so that the total actual time spent meets the minimum billing increment.

c. Expenses. An itemization of all allowable costs, expenses and disbursements (see below).

6. Costs, Expenses and Other Disbursements. The City shall be responsible for costs and expenses associated with the Firm's rendering of these legal services as follows: court reporters; deposition transcripts; witness fees; filing fees; long distance telephone charges; Federal Express or other courier service fees; in-house photocopying (see below); outside photocopying, binding and exhibit preparation expenses; and postage. All other costs, expenses or other disbursements, including experts, consultants, legal research databases (including, but not limited to, Westlaw and Lexis), and any travel or travel-related per diem expenses (see travel and per diem below), shall not be billed and unless there is prior written approval from the City Attorney. All costs and expenses billed to the City will be at the Firm's actual cost, without any mark-up. All billings for costs, expenses and disbursements must be accompanied by backup documentation, such as invoices from the vendor of services, etc. The following are our requirements regarding particular costs and expenses:

a. Travel and Per Diem Expenses: Previously approved travel and travel-related per diem expenses will be reimbursed in accordance with Section 112.061, F.S. Documentation accompanying such charges must reflect the time, nature, purpose and appropriateness of the disbursement. The Firm is expected to travel in a prudent, cost-effective manner.

b. Photocopying Charges. Reimbursement will be made for charges at the Firm's cost of photocopying (at a rate of 15 cents per page or less). Large individual projects in excess of \$250 must be pre-approved by the City Attorney.

7. Conflicts of Interest. The Firm certifies that no conflict of interest currently exists with regard to the rendering of these legal services to the City. If a conflict has been disclosed, the Firm's disclosure will be brought to the attention of the City Commission for its determination whether the conflict should be waived by the City. If a conflict arises in the future concerning an unrelated matter in which the City is a party, the City will either waive any such conflict, or allow the Firm to withdraw its legal representation of the City in this case. In any event, the City may be willing to waive the general prohibition against the Firm representing a party against the City, a former client, in a subsequent matter. The City Attorney agrees that the providing of legal services to third

parties concerning the City does not constitute a conflict, so long as the Firm does not engage in providing any legal services that involve litigation against the City.

Please keep a copy of this letter along with the firm's Billing Policy Statement. That document and this letter shall comprise our entire agreement. If the foregoing terms are agreeable, please acknowledge same by executing this letter and the Billing Policy Statement and returning it to this office. Representation shall commence upon completion of the foregoing acknowledgement and receipt thereof by the firm.

KURKIN BRANDES LLP

Juan-Carlos Planas

JCP/rr

JUAN-CARLOS PLANAS, ESQUIRE

Enclosure as noted

ACCEPTED & AGREED TO BY:

Ron Gorland, Miami Springs City Manager

Date

KURKIN BRANDES LLP

Billing Policy Statement

In order to avoid disappointed expectations, this Billing Policy Statement shall explain the details of our engagement.

Assigned Counsel. The firm shall select the attorney responsible for your matter and that attorney will have discretion to assign other attorneys to help him or her with certain work. You agree herein that you are retaining the law firm and not any particular attorney within the law firm.

Conflicts. The firm's representation of you is initiated based upon facts and representations provided by you, and we will proceed upon the belief that those representations are true and that we do not have a conflict of interest vis-à-vis you as our client and other clients and the attorneys in our Firm, and attorneys who may join the Firm in the future. In instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual shareholders, directors, partners, executives or with its parent, subsidiaries or affiliates. Our professional responsibilities are owed only to that entity alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to persons or businesses who have a relationship with you. We can also represent individual executives, shareholders, partners and other persons related to the entity in matters that do not conflict with the entity. In the event a conflict is suggested, and the Firm must investigate, research and/or respond to a conflict suggestion, it is agreed that the fees and costs incidental thereto are part of our fee agreement and your responsibility as the client.

Limits of Advice. You will not rely on the Firm for business, investment or accounting decisions or expect us to investigate the character or credit of persons or entities with whom we may be dealing unless otherwise specified and agreed between us in writing.

Litigation Matters. If this is a litigation matter, the fee arrangement described in the cover letter is limited to the legal services rendered in the trial court. In the event that we are requested to either prosecute or defend an appeal or to perform any services post-judgment, we will be paid an additional fee (in the amount which will be agreed between us) for all services rendered post-judgment or in any appeal. Additionally, this Billing Policy Statement will serve as notice to you that you are required to maintain and preserve electronic evidence pertaining to your case which includes emails, information contained on computer files, back-up tapes, disks and any other electronic information you maintain.

Absent a separate written agreement to the contrary, we have no continuing responsibility to render professional services or advice or provide reminders to you after entry of a final order at the trial level. In the event our services result in a judgment in your favor, you understand that said judgment may exist as a lien on Florida real property for twenty (20) years upon proper recording, i.e., two periods of seven (7) years and a final period of six (6) years in any Florida county where recorded. You also understand that if within ninety (90) days prior to expiration of the initial and second seven (7) year periods, your judgment is not properly re-recorded, it ceases to be a lien on realty in such county(ies). You, the client, agree to assume full responsibility to perfect and extend the effect of your judgment lien(s) by timely recording and re-recording the judgment(s) as required by law. It is specifically agreed that unless you timely retain us by separate written agreement to record and re-record your judgment(s), we have no duty to you as the judgment holder/client to record or re-record any judgment or remind you of this requirement.

Fees. We take into account many factors in billing for services rendered. In this matter, this analysis has resulted in the financial arrangement

described in the cover letter to this Billing Policy Statement. If the arrangement is for an hourly fee compensation structure, please note that over time, hourly rates are subject to change from time to time with advance notice. If the fee structure is for a flat fee, please note that in determining that fee, we consider various factors, such as the complexity of the matter, the experience of the attorneys involved, the time constraints imposed and results obtained to arrive at a fee, which we consider reasonable and just. In so doing, there may be instances where we will be using prior work product or computer models which have been developed specifically to perform services relative to your assignment. Since it is both for your benefit as well as ours to utilize these tools in providing services to you, the fee may not necessarily correlate with the time involved to perform all or part of your project. In all cases, however, the charges will be less than if we had to perform the tasks or services without the benefit of these tools. In order to maintain your confidence and trust, our statements will be carefully reviewed by the attorneys in charge of the matter before they are issued to ensure that the amount charged is appropriate. In the event our representation is based in whole or in part on a contingent or results based fee, you agree that the Firm may withdraw from this case and/or decline from further representation of you at any time that the Firm, in its sole discretion, determines that it would not be feasible to continue.

Costs. We may advance certain costs and other charges on your behalf which are to be reimbursed at the time the charge is billed to you. All such costs, including a reasonable allocation of related overhead, are payable upon receipt of the invoice and may be subject to advance deposit requests made from time to time. For some costs you may be requested to pay the invoice directly (for example, the costs of an expert witness, filing fees, etc.). In other cases, you may be requested to advance a cost retainer. Typical of reimbursable costs and other charges are long distance telephone calls, messengers, courier and overnight delivery service, postage, incorporation costs, transportation charges, travel and lodging, secretarial overtime, word processing, computerized legal research, photocopying, and filing fees. Any such costs may include a reasonable allocation related to our overhead. We may opt not to itemize charges for long distance telephone calls, faxes and photocopying. In such event, you agree to pay us for such costs an amount equal to 4.5% of the total dollar amount of that billing period's legal services. With respect to legal research, we have been able to negotiate preferred rates. You agree to pay a pro-rata share of this rate based upon the amount of time it is accessed on your behalf relative to its total usage by the firm. Naturally, before incurring any extraordinary expense (ex. retaining foreign counsel), we will contact you for approval.

Invoices. Our statements generally are rendered on a monthly basis. The statement is usually prepared at the beginning of each month for time spent during the previous month, so that the client will receive the bill during the first half of the following month. While we sometimes make different billing arrangements, it is important to keep the account on an up-to-date basis. Therefore, our fees and costs are payable upon receipt of the invoice. You agree to carefully review all statements sent to you for services rendered and costs advanced or incurred by this office and to promptly notify us, in writing, of any claimed errors or discrepancies in each billing statement within fourteen (14) days from the date each billing statement is sent to you. In the event you fail to notify us, it will be presumed that you agree with the correctness, accuracy and fairness of any and all billing statements for which we are not timely notified. If we do

not receive payment within 30 days, we reserve the right to charge interest on the account at 1.50% per month until paid.

Retainers. We generally request a retainer, which varies depending on the nature of the matter. Unless otherwise agreed in writing, retainers are applied against our final invoice for fees and costs. We reserve the right to request a (additional) retainer based upon the time and complexity of the issue(s) as we may determine in our discretion from time-to-time.

Clean Funds. The Firm's representation of you is initiated based upon facts and representation provided by you. In that regard, this Statement will confirm that we have inquired, and you have responded, that the funds which you use to pay us belong solely to you and are not the property of any person or entity other than you or your company and are completely unencumbered and do not represent the proceeds of any criminal or fraudulent activity. In the event it appears to the Firm that the said facts and/or representations are/were inaccurate or misleading, and/or new facts are discovered which cause the Firm to determine it would not be feasible to continue, the Firm, in its sole discretion, may withdraw from representing you, and you agree to assist in said withdrawal and to payment of our fees and costs through the withdrawal process.

Enforcement. Although we rarely need to seek collection of fees or costs by formal means, if such action is taken, jurisdiction and venue of any claim brought by the including unpaid fees and costs, shall be in the state courts of Miami-Dade County, Florida and we shall be entitled to payment of reasonable attorney's fees together with our costs in the action. Similarly, by accepting our services, you agree that any and all contentions brought by you that we have breached the fee agreement or this Billing Policy Statement shall be brought in state court in Miami-Dade County, Florida. You agree that in any such action trial by jury shall be irrevocably waived. If we represent you in a litigation matter and you fail to pay the Firm's invoices, as set forth above, we may file a lawsuit against you to collect those invoices. In that event, you agree that such lawsuit may be transferred by the Firm, on its motion, to the Trial Court Judge who heard the litigation matter in which we represented you. Whether such a Motion to Transfer is made shall be in our sole discretion.

Collection of Fees from Opposing Party / Settlement Proceeds. If permitted by law, we may seek an award of legal fees and/or costs from the opposing party, which may result from the rendition of a Court Order or the agreement of the opposing party. The payment of such fees shall not be determinative of the amount owed by you to us or earned by us. You are primarily liable to us for the payment of all fees and costs and any amount received or recovered on your behalf will be credited to your account only to the extent that you have paid for those same legal services and/or costs. Otherwise, said amount may be retained by the Firm in addition to all sums theretofore paid to the firm by you and you will remain liable for any unpaid balance due us. You agree that we are entitled to be paid our fees for legal services rendered to you directly from you, or from the proceeds of any recovery we obtain for you in any litigation matter we are handling regardless of whether the recovery is generated as a result of a final judgment granted by the court, by a jury, or through settlement. You expressly consent to the imposition of a charging lien on the proceeds of any recovery obtained. If the amount obtained for you from any recovery is not sufficient to pay our outstanding bill for services rendered, you agree to pay the difference between the amount we recover from an opposing party (through judgment or settlement) and the amount you owe us in accordance with our invoices which we provide to you for services rendered. You acknowledge that our pursuit of an award of attorneys' fees on your behalf is an additional service for you. Any time required to collect the amount due from the opposing party will be chargeable to you.

If your matter involves litigation and you and the firm have agreed for the firm to work on it under a contingency fee or results fee agreement, a multiplier of our hourly fees (to be determined by the court where appropriate) is acknowledged and contemplated by you and the firm, and we have agreed from the inception that a multiplier of our hourly fee, if allowed by the court, is necessary as an inducement for the firm to accept your case and to appropriately compensate the firm for its services.

Withdrawal/Conclusion of Representation. We reserve the right to withdraw from all representation of you at any time that any statements tendered to you for payment of our fees or costs are not timely paid. Should we deem it necessary to withdraw from representing you due to lack of timely payments of fees or costs, or due to other grounds consistent with the ethical standards of The Florida Bar, then we shall have a right to a retaining lien against documents or other property, including any funds we hold for you in our trust account, until all sums due us are paid in full. Unless otherwise agreed in writing, any funds held for you in our trust account and received either from you and to be used for, or from a third party as a result of, a specific transaction or collection for which we were retained, may be used by us to pay our legal fees and costs relating to such specific transaction or collection. Unless otherwise agreed in writing, we may pay our fees and costs from such funds at the closing of the transaction or upon disbursement of the funds or, if the transaction does not close, upon notification to you of such payment. Moreover, if we are representing you on a contingent fee basis, you agree that we will have a charging lien on any recovery that we may receive in any lawsuit we file on your behalf and that the payment of our attorneys' fees may be paid out of that recovery. You agree that upon conclusion of our representation, it is your responsibility to secure the return of your file and any records that you provide us. If arrangements are not made for the return of your file within six (6) years following the conclusion of your matter, it will be destroyed.

Title Insurance. If the transaction for which the Client has retained the Firm requires the issuance of a title insurance policy, the Firm may issue the policy and/or commitment therefore as agent of the title insurance company. If the cost thereof is to be paid by the Client, the title insurance premiums charged by the Firm for the issuance of any such commitment or policy will be based upon the minimum premium rate promulgated by the State of Florida Insurance Commissioner. The Firm is an agent for many title insurance companies and may act as agent for the title company issuing title insurance in the Client's transaction. As is standard with all title insurers in Florida, the Firm will receive a percentage of the premium, as agent for the title insurance Company. Sums received by the Firm for acting as agent for a title insurer are in addition to, and not in lieu of, the Firm's standard fees as described in this Addendum.

We reserve the right to amend this Billing Policy Statement from time to time upon reasonable notice to you. You acknowledge that you have fully read this Billing Policy Statement and that by signing in the space provided below, you fully agree to the terms set forth herein

City of Miami Springs

Agreed to by: _____
Ron Gorland, Miami Springs City Manager

Date: _____, 2015

CITY OF MIAMI SPRINGS



Finance Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5014
Fax: (305) 805-5037

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

VIA: Ron Gorland, City Manager

FR: William Alonso, CPA, CGFO, Finance Director

Date: April 27, 2015

Re: FY2014-2015 2nd Quarter Budget Status Report (Unaudited)

Attached, please find the above referenced report based on revenues received and appropriations expended through March 31, 2015. The purpose of this report is to apprise the City's governing body of the FY2014-2015 budgetary status and projected year-end revenues, expenditures, and fund balances

I. OVERVIEW

At the end of the second quarter of FY2015 the City is within budgeted revenues and expenditures. We are projecting a year end budgeted surplus and in our fund balance of approx. \$149,196 at the end of the fiscal year, the original budget had a surplus of \$167,572. The revenues and expenditures as of the end of the second quarter of FY2014-2015 are within budgeted amounts.

As you can see from page 18, the golf course reported a loss which is about \$111,251 lower than the second quarter of last year. This was mainly due to strong revenues for the quarter.

As in previous interim reports, this report is organized as follows:

- I. Overview/Financial Dashboard - Pages 1-3
- II. General Fund Revenues – Page 4
- III. General Fund Expenditures – Page 6
- IV. General Fund Subsidized Departments
 - a) Senior center - Page 7
- V. Enterprise Funds - Pages 8-9
- VI. Investments – Page 10
- VII. Analysis of Charges for Services

- VI. Investments – Page 10
- VII. Analysis of Charges for Services
 - a) Building & Zoning/Code Enforcement – Page 11
 - b) Recreation Department – Page 12
- VIII. Other Funds
 - a) Road and Transportation Fund – Page 13
 - b) Law Enforcement Trust Fund – Page 14
 - c) Capital Fund – Page 15
 - d) Debt Service Fund – Page 16
- IX. Status of Designated Fund Balance Page 17
- X. Golf Course Financial Report – Pages 18,19 and A-1 thru C-1

The following chart is a projection of the City’s projected revenues, expenditures, and general fund balance as of the end of the 2nd Qtr FY2015:

Chart A – General Fund Balance Projection as of 2nd quarter FY2014-2015

Chart A- General Fund Budget Summary-FY 2014-2015

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Projected Year-End</u>	<u>Variance</u>
Sources:				
General Fund beginning balance	4,263,647	4,263,647	4,263,647	-
Current revenues	14,986,547	15,038,496	15,038,496	-
Transfers in	<u>530,000</u>	<u>530,000</u>	<u>530,000</u>	<u>-</u>
Total Sources	<u>19,780,194</u>	<u>19,832,143</u>	<u>19,832,143</u>	<u>-</u>
Uses:				
Operating expenditures	14,781,823	14,877,851	14,877,851	-
Transfers out	<u>567,153</u>	<u>567,153</u>	<u>541,449</u>	<u>(25,704)</u>
Total Uses	<u>15,348,976</u>	<u>15,445,004</u>	<u>15,419,300</u>	<u>(25,704)</u>
General Fund ending balance	<u>4,431,218</u>	<u>4,387,139</u>	<u>4,412,843</u>	<u>25,704</u>
Projected change in fund balance		<u>149,196</u>		

FINANCIAL DASHBOARD

FINANCIAL INDICATORS-GENERAL FUND

	<i>Budgeted</i>	<i>Actual</i>	<i>% of budget</i>
General Fund Revenues as of 3/31/15	\$15,568,496	\$9,805,813	63% (1)
General Fund Revenues as of 3/31/14	\$15,581,847	\$10,161,742	65% (1)

General Fund Expenditures as of 3/31/15	\$15,445,004	\$7,173,138	46% (2)
General Fund Expenditures as of 3/31/14	\$15,721,841	\$7,498,343	48% (2)

	<i>As of 9/30/14</i>	<i>Projected 9/30/15</i>	<i>\$ Increase/Decrease</i>
General Fund Reserve	\$4,263,647	\$4,412,843	\$149,196

INVESTMENT INDICATOR

	<i>As of 3/31/14</i>	<i>As of 3/31/15</i>	<i>\$ Increase/(Decrease)</i>
Investments	\$ 7,313,012	\$7,517,148	\$204,136

FINANCIAL INDICATORS-OTHER

	<i>Revenues as of 3/31/15</i>	<i>Expenditures as of 3/31/15</i>	<i>Deficit at 3/31/15</i>	<i>Deficit at 3/31/14</i>
Golf Course fund operating deficit requiring General Fund subsidy	\$721,465	\$923,448	\$(201,983)	\$(313,234)

	<i>Revenues as of 3/31/15</i>	<i>Expenditures as of 3/31/15</i>	<i>Deficit at 3/31/15</i>	<i>Deficit at 3/31/14</i>
Building Dept.	\$ 288,134	\$ 393,617	\$ (105,483)	\$(44,591)

	<i>As of 9/30/14</i>	<i>As of 3/31/15</i>	<i>\$ Increase/(Decrease)</i>
Long-Term Debt	\$6,028,141	\$11,173,045	\$5,144,904

	<i>At 3/31/15</i>	<i>At 3/31/14</i>
% of Recreation Expenditures Collected in Fees	9.9%	13.4%

Notes:

(1) The budgeted revenues does not include the \$44,390 that was appropriated from fund balance. Additionally, you can see that for the current year our revenues are being received at a 63% rate compared to 65% for the same period last year.

(2) Actual expenditures are running slightly lower than last year 46% vs. 48% when compared to budgeted expenditures. This is due to certain capital expenditures having been purchased during the six months of last year..

II) REVENUES

Chart B-Schedule of General Fund Budgeted and Actual Revenues
For the Period Ending March 31, 2015
(50% OF YEAR COMPLETED)

Department	2013-14	FISCAL YEAR 2014-2015					Note
	FULL YEAR ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS of 3/31/15	% OF BUDGET	PRIOR YEAR AS of 3/31/14	
Ad Valorem Taxes - Current	\$ 6,653,974	\$ 6,897,607	\$ 6,897,607	\$ 6,092,370	88%	\$ 5,839,797	1
Ad Valorem Taxes - Delinquent	15,227	80,000	80,000	8,399	10%	1,124	1
Utility and Franchise Taxes	2,748,761	2,556,000	2,556,000	1,034,827	40%	1,056,576	
Occupational Licenses - City	72,758	75,000	75,000	59,805	80%	51,134	
Occupational Licenses - County	21,827	15,000	15,000	10,986	73%	12,804	
Building Permits	414,313	450,000	450,000	96,815	22%	154,415	
Electrical Permits	90,186	75,000	75,000	27,560	37%	20,649	
Plumbing Permits	47,490	50,000	50,000	9,272	19%	12,016	
Roofing Permits	68,744	55,000	55,000	36,433	66%	33,551	
Mechanical Permits	54,504	17,000	17,000	10,501	62%	14,501	
Certification of Completions	3,850	2,000	2,000	1,065	53%	1,440	
Structural Permits	26,260	20,000	20,000	12,046	60%	10,596	
POD Permit Fees	1,350	700	700	1,000	143%	375	
Other Permits	199,419	135,000	135,000	83,692	62%	59,502	
Misc Plan Reviews		5,000	5,000	-	0%	-	
Zoning Review Fees	30,053	30,000	30,000	19,000	63%	-	
General Planning & Zoning Fees	12,460	12,000	12,000	2,870	24%	17,753	
Local Option Gas Tax	367,298	376,729	376,729	191,477	51%	188,095	
Revenue sharing	426,621	435,970	435,970	207,761	48%	199,030	
Alcoholic Beverage License	12,237	15,000	15,000	1,444	10%	1,753	
1/2-cent Sales Tax	1,003,119	1,049,058	1,049,058	440,337	42%	416,598	
Gas Tax Rebate	8,775	11,000	11,000	2,238	20%	4,174	
School Crossing Guards	15,225	20,000	20,000	7,670	38%	6,679	
After School Programs	38,126	32,000	32,000	24,584	77%	21,527	
SWIM MEETS/TEAM RENTAL	11,215	5,000	5,000	4,373	87%	5,607	
Swimming Pool Admissions	68,538	7,200	7,200	2,700	38%	8,261	
Annual Daddy/Daughter Dance	4,453	4,775	4,775	4,843	101%	4,453	
Pelican theatre	8,985	10,000	10,000	6,620	66%	8,405	
Vending Machines	1,460	3,000	3,000	1,404	47%	962	
Fireworks-VG	3,000	3,000	3,000	-	0%	-	
Summer Camp	129,745	170,000	170,000	-	0%	53	
Summer Camp Activity Fee	22,545	18,000	18,000	695	4%	-	
Senior Center Rental	-	1,250	1,250	-	0%	-	
Annex Rental	-	1,000	1,000	-	0%	-	
Fitness Room Membership	38,122	20,000	20,000	14,467	72%	17,984	
Gym Admission Fees	-	3,000	3,000	-	0%	-	
Yoga Classes	7,115	8,550	8,550	3,691	43%	2,921	
Get Fit Summer Camp	5,750	16,000	16,000	-	0%	-	
Basketball Fees	29,490	42,175	42,175	19,580	46%	19,702	
Other activities	5,696	7,730	7,730	2,435	32%	7,964	
Pool Rental	7,180	2,000	2,000	2,160	108%	1,900	
Pool Memberships	8,015	1,000	1,000	953	95%	3,032	
Jazzercise	3,925	4,800	4,800	1,963	41%	1,963	
Green Fees	810,193	978,623	978,623	529,558	54%	474,301	
Golf Memberships	65,380	64,936	64,936	25,847	40%	20,861	
Cart Rentals	51,640	68,630	68,630	29,944	44%	27,743	
Range Fees	135,504	164,857	164,857	67,407	41%	71,035	
Golf Merchandise Sales	55,845	55,999	55,999	29,973	54%	32,126	
Gift Certificate Redeemed	481	-	-	332	100%	546	
Rain Check Redeemed	(1,227)	-	-	-	0%	(1,223)	
Golf Pro Commissions	(1,268)	-	-	-	0%	(1,268)	
Golf Course Rentals	7,832	9,694	9,694	15,566	161%	2,622	
Food and Beverage	28,225	57,942	57,942	22,931	40%	6,324	
GHIN Disabled Fees	-	1,200	1,200	-	0%	-	
Copies & Other Charges	2,481	3,000	3,000	1,086	36%	1,071	
Tree Replacement	3,360	-	-	1,105	100%	2,495	
Lien Search	17,050	15,000	15,000	7,975	53%	7,480	
Re-occupancy inspection fee	26,000	19,000	19,000	9,750	51%	10,750	
Clerk of the Court - Fines	133,357	138,482	138,482	32,426	23%	55,675	
Code Enforcement tickets	23,800	15,000	15,000	70,835	472%	13,800	
Disabled Parking tickets	-	9,200	9,200	8,788	96%	-	
Administrative Fee-Red Light hearings	9,721	19,540	19,540	7,766	40%	3,395	
Interest-CD's	10,102	7,000	7,000	2,576	37%	943	
Interest - Tax Collections	1,940	2,000	2,000	537	27%	945	
Rent - Metro Fire	12,724	15,000	15,000	5,708	38%	5,939	
Rent - Dade Co. Library	8,253	8,300	8,300	4,127	50%	4,127	
Rent - Bus Benches	4,369	4,300	4,300	2,244	52%	2,142	
Recreational Activities	17,836	12,000	12,000	11,500	96%	9,991	
Sprint Tower	92,108	90,000	90,000	92,727	103%	85,028	
Nextel	-	6,800	6,800	-	0%	-	
Metro PCS	8,881	8,500	8,500	-	0%	-	
Surplus sale of equipment	40,280	40,000	40,000	500	1%	29,755	

**Chart B-Schedule of General Fund Budgeted and Actual Revenues
For the Period Ending March 31, 2015
(50% OF YEAR COMPLETED)**

Department	2013-14	FISCAL YEAR 2014-2015					Note
	FULL YEAR ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS of 3/31/15	% OF BUDGET	PRIOR YEAR AS of 3/31/14	
Other Miscellaneous	28,055	67,500	67,500	17,496	26%	59,802	
Insurance Reimbursement	53,604			42,616	100%	-	
Code Enforcement Liens	5,925	500	500	1,672	334%	-	
Returned check charges	353			120	100%	260	
Byrne Grant	2,684	15,000	15,000	2,793	19%		
Other Grants	15,936	-	-		0%	15,936	
Red Light Fines	254,830	300,000	300,000	46,872	16%	123,002	2
Proceeds from Lease	623,843	45,000	96,949		0%	623,843	
ITF - Sanitation Admin Fee	470,000	470,000	470,000	235,000	50%	235,000	
ITF- Stormwater Admin Fee	60,000	60,000	60,000	30,000	50%	30,000	
Appropriated fund balance			44,380		0%	-	
TOTALS >>>	\$ 15,767,908	\$ 15,516,547	\$ 15,612,876	\$ 9,805,813	63%	\$ 10,161,742	

II. REVENUES

Notes to Revenue Schedule:

- (1) Approximately 75-90% of the annual property tax assessment is collected during the months of October thru January of each fiscal year, the City invests all excess amounts until the funds are required to pay normal operating expenditures of the City.
- (2) Red light revenues are coming in lower than budgeted due to one of the cameras being offline until February 2015 due to construction in that area.

III) EXPENDITURES

Chart C-Schedule of General Fund Budgeted and Projected Expenditures
For the Period Ending March 31, 2015
(25% OF YEAR COMPLETED)

Department	FY2013-14 ACTUAL	FISCAL YEAR 2014-2015			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 3/31/2015		
General Government:						
Mayor & City Council	118,424	150,945	150,945	38,511	26%	
Office of the City Manager	354,558	354,243	354,311	172,406	49%	
Office of the City Clerk	226,228	309,940	310,013	129,493	42%	
Office of the City Attorney	159,454	171,000	171,000	67,912	40%	
Human Resource Department	211,616	209,474	209,474	100,069	48%	
Finance-Administration	534,169	482,561	462,560	259,125	56%	
Finance-Professional Services	260,631	272,364	277,693	125,844	45%	
IT Department	307,498	335,516	335,516	138,824	41%	
Planning Department	80,764	101,698	101,698	33,147	33%	
Non-Departmental	28,903	-	-	-	0%	
Total General Government	2,282,245	2,387,741	2,373,210	1,065,331	45%	1
Public Safety:						
Police Department	5,760,810	6,007,721	6,046,787	2,900,584	48%	
Building, Zoning & Code Enforcement	609,625	644,782	650,717	318,399	49%	
Total Public Safety	6,370,435	6,652,503	6,697,504	3,218,983	48%	1
Public Works:						
Public Works - Administration	354,580	371,346	371,476	166,264	45%	
Public Works - Streets	351,735	390,685	398,185	177,161	44%	
Public Works - Properties	586,011	575,501	579,227	275,182	48%	
Public Works - Building Maintenance	267,037	256,034	239,428	71,572	30%	
Public Works - Fleet Maintenance	32,504	42,320	82,055	20,214	25%	
Total Public Works	1,591,867	1,635,886	1,670,371	710,393	43%	1
Parks and Recreation:						
Recreation	1,463,003	2,036,470	2,037,163	855,973	42%	
Aquatics	268,229	107,541	111,866	95,711	86%	
Tennis	18,744	19,851	20,851	2,567	12%	
Park Maintenance	97,495	204,925	227,300	74,427	33%	
Golf Administration	22,894	20,062	20,062	8,708	43%	
Golf Pro Shop	621,319	545,865	545,865	312,845	57%	
Golf Maintenance	1,998,540	1,170,979	1,173,659	601,899	51%	
Total Parks and Recreation	4,490,224	4,105,693	4,136,766	1,952,130	47%	
TOTAL GENERAL FUND EXPS.	14,734,771	14,781,823	14,877,851	6,946,837	47%	1
Transfers to other funds						
Debt Service fund	351,205	431,449	431,449	215,724	50%	
Senior Center Fund	110,622	135,704	135,704	10,577	8%	
Total Transfers Out:	461,827	567,153	567,153	226,301	40%	1
Increase (decrease) in fund balance	571,310	167,571	167,871	-		
TOTAL GENERAL FUND USES	15,767,908	15,516,547	15,612,875	7,173,138	46%	

III. EXPENDITURES

Notes to Expenditure Schedule:

- (1) All departments are within budget as of the end of the fiscal year. There are variances within some departments greater/less than 50%, however these fluctuations are based on seasonality and not on definite trends that will cause the department to be over budget later in the year. Any variances greater than 60% (if any) will be addressed by us herein.

**CHART H-CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-SANITATION
(50% OF YEAR COMPLETED)**

	FY2013-14 <u>ACTUAL</u>	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET	NOTES
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 3/31/2015</u>		
Operating revenues:						
Sanitation revenues	\$ 2,238,603	\$ 2,346,945	\$ 2,346,945	\$ 1,860,542	79%	1
Total operating revenues	<u>2,238,603</u>	<u>2,346,945</u>	<u>2,346,945</u>	<u>1,860,542</u>	79%	
Operating expenses:						
Administrative costs	1,336,178	1,325,819	1,325,819	641,262	48%	
Operations and maintenance	323,826	384,522	384,522	188,802	49%	
Disposal costs	666,522	740,256	740,256	296,161	40%	
Depreciation and amortization	89,122	85,000	85,000	46,317	54%	
Total operating expenses	<u>2,415,648</u>	<u>2,535,597</u>	<u>2,535,597</u>	<u>1,172,542</u>	46%	
Operating income (loss)	<u>(177,045)</u>	<u>(188,652)</u>	<u>(188,652)</u>	<u>688,000</u>	-365%	
Nonoperating revenues (expenses):						
Interest income	988	-	-	319		
Interest expense and fees	<u>(7,581)</u>	<u>(5,436)</u>	<u>(5,436)</u>	<u>(2,963)</u>	55%	
Total nonoperating revenues (expenses)	<u>(6,593)</u>	<u>(5,436)</u>	<u>(5,436)</u>	<u>(2,644)</u>	49%	
Income (Loss) before transfers	<u>(183,638)</u>	<u>(194,088)</u>	<u>(194,088)</u>	<u>685,356</u>	-353%	
Change in net assets	<u>(183,638)</u>	<u>(194,088)</u>	<u>(194,088)</u>	<u>685,356</u>	-353%	1
Total net assets, October 1	<u>796,451</u>	<u>612,811</u>	<u>612,811</u>	<u>612,811</u>		
Total net assets, September 30	<u>\$ 612,813</u>	<u>\$ 418,723</u>	<u>\$ 418,723</u>	<u>\$ 1,298,167</u>		

Note:

Collection of 70% of revenues is a result of the trash bills now being a part of the property tax bill which is mostly collected between October and March of each fiscal year.

IV) FUNDS SUBSIDIZED BY GENERAL FUND

CHART D-CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-SENIOR CENTER
(50% OF YEAR COMPLETED)

	FY2013-14 ACTUAL	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 3/31/2015	
Revenues:					
USDA C-1	\$ 9,999	\$ 9,815	\$ 9,815	\$ 5,096	52%
USDA C-2	19,952	18,000	18,000	9,386	52%
Local Grants C-1	97,295	96,759	96,759	46,658	48%
Local Grants C-2	52,168	51,491	51,491	28,032	54%
Local Grants III-B	23,858	20,936	20,936	10,462	50%
LSP Grant	-	-	40,600	24,637	100%
Sales to Va Gardens	15,300	18,375	18,375	7,368	40%
Donations	4,105	-	-	1,184	100%
Total revenues	<u>222,677</u>	<u>215,376</u>	<u>255,976</u>	<u>132,823</u>	52%
Expenditures:					
Administrative Costs	147,980	147,036	146,936	75,301	51%
Catering and operating supplies	140,264	148,888	201,966	52,287	26%
Operating Costs	45,055	53,388	53,563	12,682	24%
Capital Outlay	-	1,768	4,898	3,130	64%
Total expenditures	<u>333,299</u>	<u>351,080</u>	<u>407,363</u>	<u>143,400</u>	35%
Excess (deficiency) of revenues over expenditures	<u>(110,622)</u>	<u>(135,704)</u>	<u>(151,387)</u>	<u>(10,577)</u>	7%
Other financing sources					
Transfers in	<u>110,622</u>	<u>135,704</u>	<u>151,387</u>	<u>10,577</u>	7%
Total other financing sources	<u>110,622</u>	<u>135,704</u>	<u>151,387</u>	<u>10,577</u>	7%
Net change in fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%
Beginning fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**CHART I-CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-STORMWATER
FOR THE PERIOD ENDING MARCH 31, 2015
(25% OF YEAR COMPLETED)**

	FY2013-14 ACTUAL	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 3/31/2015		
Operating revenues:						
Residential Class I	\$ 228,669	\$ 275,000	\$ 275,000	\$ 85,110	31%	
Total operating revenues	<u>228,669</u>	<u>275,000</u>	<u>275,000</u>	<u>85,110</u>	31%	
Operating expenses:						
Administrative costs	211,305	209,855	209,855	100,994	48%	
Operations and maintenance	126,815	121,927	121,927	55,363	45%	
Depreciation and amortization	178,196	178,000	178,000	89,098	50%	
Total operating expenses	<u>516,316</u>	<u>509,782</u>	<u>509,782</u>	<u>245,455</u>	48%	
Operating income (loss)	<u>(287,647)</u>	<u>(234,782)</u>	<u>(234,782)</u>	<u>(160,345)</u>	68%	
Nonoperating revenues (expenses):						
Interest & other income	95	500	500	(26)	-5%	
Interest expense and fees	(609)	(900)	(900)	(326)	36%	
Total nonoperating revenues (exp)	<u>(514)</u>	<u>(400)</u>	<u>(400)</u>	<u>(352)</u>	88%	
Income (Loss) before transfers	(288,161)	(235,182)	(235,182)	(160,697)	68%	
Change in net assets	<u>(288,161)</u>	<u>(235,182)</u>	<u>(235,182)</u>	<u>(160,697)</u>	68%	
Total net assets, October 1	<u>2,773,404</u>	<u>2,485,243</u>	<u>2,485,243</u>	<u>2,485,243</u>		
Total net assets, September 30	<u>\$ 2,485,243</u>	<u>\$ 2,250,061</u>	<u>\$ 2,250,061</u>	<u>\$ 2,324,546</u>		

Notes:

CITY OF MIAMI SPRINGS
INVESTMENT SCHEDULE
Mar-15

<u>Institution</u>	<u>Acct#</u>	<u>Principal Amount</u>
Sabadell United Bank		\$ 2,500,401.00
<i>Subtotal Sabadell United Bank</i>		<i>\$ 2,500,401.00</i>
BB&T Money Market		\$ 4,331,913.00
<i>Subtotal BB&T</i>		<i>\$ 4,331,913.00</i>
Total all investments		<i>\$ 6,832,314.00</i>

CASH ON HAND-OPERATING ACCOUNTS:

<i>BB&T Cash on hand-Operating Acct</i>	684,834.00
Total Cash on hand as of 12/31/14	\$684,834.00

<i>Total Investments and cash on hand</i>	<i>\$ 7,517,148.00</i>
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RESTRICTED CASH:

BB&T LETF OPERATING ACCOUNT	\$ 93,675.00
BB&T CD-LETF	\$ 550,000.00
(Law Enforcement Trust-restricted)	\$ 643,675.00

Suntrust Bank-Pool Construction	\$ 5,108,535.69
<i>Suntrust Bank-restricted Pool</i>	<i>\$ 5,108,535.69</i>

VII) ANALYSIS OF CHARGES FOR SERVICES

Chart J-Schedule of Building & Zoning/Code Enforcement
 Comparative for the periods ending March 31, 2015 and 2014
 (50% OF YEAR COMPLETED)

Charges for Services:	YTD 3/31/15		YTD 3/31/14		
	Building	Code Enforcement	Building	Code Enforcement	
Occupational Licenses - City		\$ 59,805		\$ 51,134	
Occupational Licenses - County		10,986		12,804	
Building Permits	96,815		154,415		
Electrical Permits	27,560		20,649		
Plumbing Permits	9,272		12,016		
Roofing Permits	36,433		33,551		
Mechanical Permits	10,501		14,501		
Zoning Permits			17,753		
Certification of Completions	1,065		1,440		
Structural Permits	12,046		10,596		
Other Permits	84,692		59,877		
Reoccupancy Inspection	9,750		10,750		
Code Enforcement tickets		70,835		13,800	
Total Fees Collected	288,134	141,626	335,548	77,738	
Expenditures:					
Personnel	183,470	44,776	171,694	26,901	
Inspector Costs	67,948		61,505		
Operating costs	16,654	5,551	14,221	4,741	25% of total expenses
Capital outlay					
Indirect costs from allocation	125,545		132,719		
Total expenditures	393,617	50,327	380,139	31,642	
Excess charges for services over expenditures	(105,483)	91,299	(44,591)	46,096	

The purpose of this report is to show if the charges being collected by the building & zoning /code enforcement departments are more than sufficient to cover the operating expenditures of these departments.

**Chart K-Schedule of Recreation Department Operations
Period Ending March 31, 2015
(50% OF YEAR COMPLETED)**

	Administrative	Pool	Tennis	Maintenance	YTD as of 3/31/2015	YTD as of 3/31/2014
Charges for Services:						
Summer Camp	\$ 695				\$ 695	\$ 93
After School Care	24,584				24,584	21,487
Water Polo/Aquatics Teams		4,373			4,373	5,607
Swimming Pool Admissions		2,700			2,700	-
Pool rental		2,160			2,160	1,900
Swim lessons		-			-	8,261
Annual Daddy/Daughter Dance	4,843				4,843	4,453
Vending Machines	1,404				1,404	962
Fitness room membership	14,467				14,467	17,984
Pool memberships		953			953	3,032
Annual Turkey trot	1,680				1,680	1,970
Football					-	-
Pelican Playhouse	6,620				6,620	8,405
Rental-recreational Facilities	11,500				11,500	9,991
Basketball Program	19,580				19,580	19,702
Jazzercise Classes	1,963				1,963	1,963
Halloween					-	422
Background Check Fees					-	4,395
Xmas at the gazebo	565				565	807
Yoga classes	3,691				3,691	2,921
Little Smart Arts	190				190	370
Total Fees Collected	91,782	10,186	-	-	101,968	114,725
Expenditures:						
Personnel	292,625	49,548		28,624	370,797	366,498
Operating costs	244,088	44,313	2,567	45,803	336,771	349,773
Debt Service	316,200				316,200	93,701
Capital outlay	3,060	1,850			4,910	47,000
Total expenditures	855,973	95,711	2,567	74,427	1,028,678	856,972
Excess exp. over charges for services	\$ (764,191)	\$ (85,525)	\$ (2,567)	\$ (74,427)	\$ (926,710)	\$ (742,247)

Percentage of expenditures collected in fees

9.9%

13.4%

NOTES TO STATEMENTS:

% collected in fees is lower than prior year due to the cost of the pool shoring project during current fiscal year.

VIII) OTHER FUNDS

CHART L-CITY OF MIAMI SPRINGS
 ACTUAL VS BUDGET REPORT-ROAD & TRANSPORTATION
 (50% OF YEAR COMPLETED)

	FY2013-14 ACTUAL	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 3/31/2015		
Revenues:						
Peoples Transportation Tax	526,776	503,889	503,889	86,520	17%	
Charges for services	19,451	17,136	17,136	8,568	100%	
Misc Revenues-Interest	-	-	-	35	100%	
Total revenues	<u>546,227</u>	<u>521,025</u>	<u>521,025</u>	<u>95,123</u>	18%	
Expenditures:						
Administrative	84,323	78,075	78,075	36,509	47%	
Contractual/Professional Services	144,861	168,030	168,030	58,898	35%	
Repairs and maintenance	567,649	331,168	331,168	107,146	32%	
Operating Supplies/Road Materials	1,585	1,000	1,000	122	12%	
Capital Outlay-Machinery	32,586	-	-	-	0%	
Total expenditures	<u>831,004</u>	<u>578,273</u>	<u>578,273</u>	<u>202,675</u>	35%	
Excess (deficiency) of revenues over expenditures	<u>(284,777)</u>	<u>(57,248)</u>	<u>(57,248)</u>	<u>(107,552)</u>	188%	
Net change in fund balance	(284,777)	(57,248)	(57,248)	(107,552)		
Beginning fund balance	<u>422,685</u>	<u>137,908</u>	<u>137,908</u>	<u>137,908</u>		
Ending fund balance	<u>\$ 137,908</u>	<u>\$ 80,660</u>	<u>\$ 80,660</u>	<u>\$ 30,356</u>		

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VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-LAW ENFORCEMENT TRUST FUND
(50% OF YEAR COMPLETED)**

	FY2013-14 <u>ACTUAL</u>	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 3/31/2015</u>		
Revenues:						
Fines and Forfeitures	97,503	-	-	1,555	100%	
Interest Income	<u>1,698</u>	<u>3,000</u>	<u>3,000</u>	-	0%	
Total revenues	<u>99,201</u>	<u>3,000</u>	<u>3,000</u>	<u>1,555</u>	52%	
Expenditures:						
Administration Expenses	78,378	111,262	111,262	27,248	24%	
Police education	610	30,000	30,000	595	2%	
Capital Outlay-Vehicles	<u>97,774</u>	<u>1,500</u>	<u>1,500</u>	<u>14,282</u>	0%	
Total expenditures	<u>176,762</u>	<u>142,762</u>	<u>142,762</u>	<u>42,125</u>	30%	
Excess (deficiency) of revenues over expenditures	<u>(77,561)</u>	<u>(139,762)</u>	<u>(139,762)</u>	<u>(40,570)</u>	29%	
Net change in fund balance	(77,561)	(139,762)	(139,762)	(40,570)		
Beginning fund balance	<u>760,557</u>	<u>682,996</u>	<u>682,996</u>	<u>682,996</u>		
Ending fund balance	\$ 682,996	\$ 543,234	\$ 543,234	\$ 642,426		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-CAPITAL FUND
(50% OF YEAR COMPLETED)**

	FY2013-14 <u>ACTUAL</u>	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 3/31/2015</u>		
Revenues:						
Intergovernmental	\$ -	\$ -	\$ -	\$ -	0%	
Interest and Other Income	<u>153</u>	-	-	<u>76</u>	0%	
Total revenues	<u>153</u>	-	-	<u>76</u>	100%	
Expenditures:						
General government	3,871	-	-	30,701	0%	
Capital Outlay	<u>1,137,859</u>	-	<u>6,038,360</u>	<u>644,419</u>	11%	
Total expenditures	<u>1,141,730</u>	-	<u>6,038,360</u>	<u>675,120</u>	11%	
Excess (deficiency) of revenues over expenditures	<u>(1,141,577)</u>	-	<u>(6,038,360)</u>	<u>(675,044)</u>	11%	
Other financing sources						
Issuance of Debt	1,630,737	-	5,543,062	5,586,998	101%	
Transfers in	<u>-</u>	-	-	-	0%	
Total other financing sources	<u>1,630,737</u>	-	<u>5,543,062</u>	<u>5,586,998</u>	101%	
Net change in fund balance	<u>489,160</u>	-	<u>(495,298)</u>	<u>4,911,954</u>	-992%	
Beginning fund balance	<u>6,138</u>	<u>495,298</u>	<u>495,298</u>	<u>495,298</u>		
Ending fund balance	<u>495,298</u>	<u>495,298</u>	<u>-</u>	<u>\$ 5,407,252</u>		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-DEBT SERVICE FUND
(50% OF YEAR COMPLETED)**

	FY2013-14 <u>ACTUAL</u>	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 3/31/2015</u>		
Expenditures:						
Principal Payments	574,490	895,546	895,546	2,083,175	233%	
Interest Payments	124,282	298,899	298,899	60,980	20%	
Administrative	-	-	-	-	0%	
Total expenditures	<u>698,772</u>	<u>1,194,445</u>	<u>1,194,445</u>	<u>2,144,155</u>	180%	
Excess (deficiency) of revenues over expenditures	<u>(698,772)</u>	<u>(1,194,445)</u>	<u>(1,194,445)</u>	<u>(2,144,155)</u>	180%	
Other financing sources						
Proceeds from refunding	-	-	-	2,013,175		
Transfers in	<u>698,761</u>	<u>1,194,445</u>	<u>1,194,445</u>	<u>597,222</u>	50%	
Total other financing sources	<u>698,761</u>	<u>1,194,445</u>	<u>1,194,445</u>	<u>2,610,397</u>	219%	
Net change in fund balance	<u>(11)</u>	<u>-</u>	<u>-</u>	<u>466,242</u>	100%	
Beginning fund balance	<u>675</u>					
Ending fund balance	<u>664</u>	<u>-</u>	<u>-</u>	<u>\$ 466,242</u>	100%	


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

<u>DESIGNATION</u>	<u>Actual Balance 9/30/2014</u>	<u>FY2014-15</u>		<u>Projected Balance 9/30/2015</u>
		<u>Additions</u>	<u>Reductions</u>	
1) Additional Contingency-Hurricane Costs (over and above the 25% reserve requirement)	215,025	284,975	0	500,000
2) City Hall Roof (we have \$90,000 budgeted in FY14-15 the estimates are coming in at \$117K so we are short \$27K)	-	27,000		27,000
3) Council Studio for televising meetings		10,000		10,000
4) Police Staffing Changes	-	12,100		12,100
5) Purchase new laptops for police		10,000	-8,000	2,000
6) A/C Repair and maintenance agreement city hall		10,400	-10,400	-
7) Tennis Courts re-surfaced	-	25,000	-	25,000
8) Racquetball court maintenance		10,000		10,000
9) Purchase of 2 pre-fab restrooms for the golf course-pending approval to hook up to existing septic tanks.		35,000		35,000
10) Tot Lot Playground		91,646		91,646
12) Senior Programs		9,000		9,000
13) Officer 1%		23,500	-10,866	12,634
	-	-	-	-
Total proposed designations	\$ 215,025	\$ 548,621	\$ -	\$ 734,380
Total Available Fund Balance	4,263,646	-	29,266	4,234,380
Unrestricted, Undesignated fund Balance	<u>4,048,621</u>			<u>3,500,000</u>
25% of FY14-15 Operating expenditures.....				\$ 3,500,000
Excess(deficit) funds available for designation				\$ (0)

CITY OF MIAMI SPRINGS



Finance Department
 201 Westward Drive
 Miami Springs, FL 33166-5289
 Phone: (305) 805-5014
 Fax: (305) 805-5037

TO: The Honorable Mayor Xavier Garcia and Members of the City Council
VIA: Ron Gorland, City Manager
FR: William Alonso, CPA, CGFO, Finance Director 
DATE: April 27, 2015
SUBJECT: Golf Course (UNAUDITED) Financials for the six month period ending March 31, 2015.

Attached hereto are the unaudited financial reports for the Golf Course Fund for the six month period ending March 31, 2015. As in the past, the report is divided into three sections as follows: 1) Section A is a comparative profit and loss statement for the six month period ending March 31st for fiscal years 2015, 2014, and 2013. 2) Section B is a fiscal year-to-date actual to budget comparison for FY2015. 3) Section C is the FY 2015 year-to-date rounds report.

Key Financial Indicators

The following are key year-to-date indicators from pages A-1, A-2, and C-1 of the attached report.

	<u>Ending</u> <u>3/31/2015</u>	<u>Ending</u> <u>3/31/2014</u>	<u>% Change</u> <u>From 3/31/14</u>	<u>Ending</u> <u>3/31/2013</u>	<u>% Change</u> <u>From 3/31/13</u>
<u>Golf Operations:</u>					
Total Revenues	721,465	638,208	13.0%	588,901	22.5%
Operating Profit (Loss)	(193,275)	(301,477)	-35.9%	(110,431)	75.0%
Profit(Loss)including non-golf costs	(201,983)	(313,234)	-35.5%	(121,777)	65.9%
Pro Shop Costs	310,069	290,126	6.9%	278,229	11.4%
Maintenance Costs	601,900	649,559	-7.3%	421,100	42.9%
Total Rounds Played	14,712	16,360	-10.1%	18,511	-20.5%
Total Greens Revenues	588,311	526,137	11.8%	511,296	15.1%
Average per Round	39.99	32.16	24.3%	27.62	44.8%
Memberships Sold	56,929	56,853	0.1%	36,977	54.0%
Driving Range revenues	67,407	71,035	-5.1%	55,844	20.7%

Key Financial Indicators (continued)

As you can see from this matrix, the golf revenues increased by 13% from the prior year and 22.5% from FY2013, rounds are down 10.1%, and driving range revenues are down 5.1%. Memberships sold are running at the same pace as last year.

On the cost side, YTD maintenance costs are down 7.3% from last year. Pro shop costs are up 6.9% from last year. The operating loss is \$193,275 compared to a loss of \$301,477 last year.

The total bottom line YTD loss is \$201,983 compared to a loss of \$313,234 last year and a loss of \$121,777 for the same period of FY2013.

Page A-1 is a comparative profit and loss for the six months ended 3/31/15, 3/31/14, and 3/31/13.

Page A-2 is a comparative profit and loss for six months ended 3/31/15, 3/31/14, and 3/31/13 for the pro shop operation only. The total YTD loss for the current year is \$193,275 compared to losses of \$301,477 as of 3/31/14 and \$110,431 as of 3/31/13.

Page B-1 provides an actual to budget comparison for the current fiscal year.

Page C-1 is an analysis of rounds played for the six months of the fiscal year shows a 10.1 % decrease in rounds played and a corresponding 11.8% increase in greens revenues. Our average per round is \$39.99 compared to \$32.16 for the same period last year. We have a total of 14,712 rounds played in the period compared to 16,360 for first six months of FY2015.

**CITY OF MIAMI SPRINGS, FLORIDA
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS
FOR THE PERIOD ENDING:**

	<u>3/31/2015</u>	<u>3/31/2014</u>	<u>3/31/2013</u>
TOTAL PRO-SHOP AND GOLF COURSE- REVENUES	<u>721,465</u>	<u>638,208</u>	<u>588,901</u>
TOTAL PERSONNEL SERVICES	160,979	166,823	140,495
TOTAL OPERATING EXPENDITURES	<u>685,692</u>	<u>657,555</u>	<u>549,401</u>
TOTAL MANAGEMENT OPERATING EXPENDITURES	<u>846,671</u>	<u>824,378</u>	<u>689,896</u>
NET MANAGEMENT EXCESS OF EXP. OVER REV.	<u>(125,206)</u>	<u>(186,170)</u>	<u>(100,995)</u>

OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE GOLF COURSE:

NET TRANSFERS TO (FROM) GENERAL FUND	-	-	-
ADMINISTRATIVE EXPENSES	8,708	11,757	11,346
PROCEEDS FROM DEBT - MAINTENANCE	-	(623,843)	-
DEBT SERVICE PAYMENT-MAINTENANCE	65,298	85,502	9,436
MACHINERY & EQUIPMENT	2,771	-	-
MACHINERY & EQUIPMENT-MAINTENANCE	-	653,648	-
TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP	<u>76,777</u>	<u>127,064</u>	<u>20,782</u>
EXCESS EXPENDITURES OVER REVENUES	<u>\$ (201,983)</u>	<u>\$ (313,234)</u>	<u>\$ (121,777)</u>

**CITY OF MIAMI SPRINGS, FLORIDA
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS
FOR THE PERIOD ENDING:**

	<u>3/31/2015</u>	<u>3/31/2014</u>	<u>3/31/2013</u>
REVENUES			
GREEN FEES	\$ 529,898	\$ 472,356	\$ 438,997
MEMBERSHIPS	25,847	26,003	16,626
CART REVENUES	29,844	27,743	43,969
RANGE FEES	67,407	71,035	55,844
GOLF - OTHER REVENUES	38,497	8,945	4,164
MERCHANDISE SALES	29,972	32,126	29,301
TOTAL PRO SHOP REVENUES	<u>721,465</u>	<u>638,208</u>	<u>588,901</u>
PERSONNEL EXPENSES			
REGULAR SALARIES	54,862	72,142	52,033
PART TIME SALARIES	73,444	60,376	65,889
OVERTIME	4		485
SEASONAL & OTHER	-		
FICA TAXES	9,814	10,135	9,058
PENSION	7,578	8,874	4,958
MEDICAL INSURANCE	11,401	12,140	5,150
WORKER'S COMPENSATION	3,876	3,156	2,922
TOTAL PERSONNEL SERVICES	<u>160,979</u>	<u>166,823</u>	<u>140,495</u>
OPERATING EXPENSES			
CONTRACTUAL SERVICES	844	4,899	3,001
RENTALS AND LEASES	29,894	33,972	39,959
REPAIRS AND MAINTENANCE	1,852	1,521	14,150
PRINTING AND BINDING	2,616	3,799	-
PROMOTIONS & ADVERTISING	28,758	8,949	8,737
OTHER CHARGES - BANK & CREDIT CARD CHARGES	12,260	12,751	16,844
OPERATING SUPPLIES	3,223	4,657	5,040
UTILITY SERVICES-ELECTRICITY	7,294	9,999	13,815
UTILITY SERVICES-WATER	225	505	263
LIABILITY INSURANCE	8,214	6,214	5,472
TELECOMMUNICATIONS	5,432	4,948	5,291
MERCHANDISE	36,474	26,117	17,820
DRIVING RANGE	6,820	4,285	5,860
OFFICE SUPPLIES	1,563	198	1,335
DUES AND MEMBERSHIPS	1,690	489	150
FUEL, OILS, LUBRICANTS	1,931		
MAINTENANCE (Department Total)	<u>536,602</u>	<u>534,252</u>	<u>411,664</u>
TOTAL OPERATING EXPENDITURES	<u>685,692</u>	<u>657,555</u>	<u>549,401</u>
TOTAL PRO SHOP OPERATION EXPENDITURES	<u>846,671</u>	<u>824,378</u>	<u>689,896</u>
OPERATING PROFIT (LOSS) BEFORE OTHER COSTS	<u>(125,206)</u>	<u>(186,170)</u>	<u>(100,995)</u>
OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP			
DEBT SERVICE PAYMENT-MAINTENANCE	65,298	85,502	9,436
MACHINERY & EQUIPMENT-MAINTENANCE	-	653,648	-
PROCEEDS FROM DEBT -MAINTENANCE	-	(623,843)	-
MACHINERY & EQUIPMENT	2,771	-	-
TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP	<u>68,069</u>	<u>115,307</u>	<u>9,436</u>
NET PROFIT (LOSS)	<u>\$ (193,275)</u>	<u>\$ (301,477)</u>	<u>\$ (110,431)</u>

**CITY OF MIAMI SPRINGS, FLORIDA
GOLF COURSE
ACTUAL VS ACTUAL- MAINTENANCE EXPENSES
FOR THE PERIOD ENDING:**

MAINTENANCE

	<u>3/31/2015</u>	<u>3/31/2014</u>	<u>3/31/2013</u>
PERSONAL SERVICES			
REGULAR SALARIES	\$ 31,482	\$ 31,123	\$ 32,092
PAYROLL TAXES	2,268	2,261	2,455
PENSION	4,685	4,223	4,035
MEDICAL INSURANCE	5,931	4,990	3,140
WORKER'S COMPENSATION	1,182	900	8,888
TOTAL PERSONAL SERVICES	<u>45,548</u>	<u>43,497</u>	<u>42,610</u>
OPERATING EXPENSES			
PROFESSIONAL SERVICES	4,559	25,284	6,206
CONTRACTUAL SERVICES	221,744	171,327	203,786
REPAIRS AND MAINTENANCE	33,345	94,735	35,987
UTILITY SERVICES-ELECTRICITY	10,715	12,672	16,067
UTILITY SERVICES-WATER	2,390	3,594	6,149
OPERATING SUPPLIES	148,429	127,783	75,183
FUEL, OILS, LUBRICANTS	29,991	28,223	16,099
LIABILITY INSURANCE	6,306	4,458	4,212
TELECOMMUNICATIONS	329	517	239
DUES AND SUBSCRIPTIONS	-	-	-
EDUCATION AND TRAINING	3,840	2,474	-
UNIFORMS	-	1,645	-
RENTALS AND LEASES	29,406	18,043	5,126
TOTAL OPERATING EXPENSES :	<u>491,054</u>	<u>490,755</u>	<u>369,054</u>
MACHINERY AND EQUIPMENT	-	653,648	-
TOTAL CAPITAL OUTLAY :	<u>-</u>	<u>653,648</u>	<u>-</u>
PRINCIPAL PAYMENTS	65,298	85,502	9,436
PROCEEDS FROM DEBT -MAINTENANCE	-	(623,843)	-
TOTAL DEBT SERVICE	<u>65,298</u>	<u>(538,341)</u>	<u>9,436</u>
TOTAL MAINTENANCE	<u>\$ 601,900</u>	<u>\$ 649,559</u>	<u>\$ 421,100</u>

CITY OF MIAMI SPRINGS, FLORIDA
 GOLF COURSE
 ACTUAL VS ACTUAL- ADMINISTRATION EXPENSES
 FOR THE PRIOD ENDING:

ADMINISTRATION

	<u>3/31/2015</u>	<u>3/31/2014</u>	<u>3/31/2013</u>
OPERATING EXPENSES			
UTILITY SERVICES-ELECTRICITY	3,326	5,361	4,404
REPAIRS AND MAINTENANCE	-		870
RISK MANAGEMENT	<u>5,382</u>	<u>6,396</u>	<u>6,072</u>
TOTAL OPERATING EXPENSES :	<u>8,708</u>	<u>11,757</u>	<u>11,346</u>
TOTAL ADMINISTRATION	<u>\$ 8,708</u>	<u>\$ 11,757</u>	<u>\$ 11,346</u>

CITY OF MIAMI SPRINGS, FLORIDA
 GOLF & COUNTRY CLUB
 ACTUAL VERSUS BUDGET
 FOR THE PERIOD ENDING 3/31/15

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Variance Positive (Negative)</u>
TOTAL PRO-SHOP- REVENUES	<u>721,465</u>	<u>1,401,881</u>	<u>(680,416)</u>
TOTAL OPERATING EXPENDITURES	<u>846,671</u>	<u>1,585,929</u>	<u>739,258</u>
OPERATING PROFIT (LOSS) BEFORE CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>(125,206)</u>	<u>(184,048)</u>	<u>58,842</u>
<u>OTHER REVENUES, TRANSFERS, AND EXPENDITURES:</u>			
DEBT SERVICE PAYMENT-MAINTENANCE	65,298	130,595	65,297
MACHINERY & EQUIPMENT-MAINTENANCE	2,771	-	(2,771)
MACHINERY & EQUIPMENT-MAINTENANCE	<u>-</u>	<u>3,000</u>	<u>3,000</u>
TOTAL CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>68,069</u>	<u>133,595</u>	<u>65,526</u>
OPERATING PROFIT (LOSS) BEFORE NON-OPERATING COSTS	<u>(193,275)</u>	<u>(317,643)</u>	<u>124,368</u>
<u>NON-OPERATING COSTS:</u>			
CITY ADMINISTRATIVE EXPENSES	<u>8,708</u>	<u>20,062</u>	<u>11,354</u>
TOTAL OTHER NON-OPERATING COSTS	<u>8,708</u>	<u>20,062</u>	<u>11,354</u>
OPERATING PROFIT (LOSS)	<u>\$ (201,983)</u>	<u>\$ (337,705)</u>	<u>\$ 135,722</u>

**CITY OF MIAMI SPRINGS, FLORIDA
ACTUAL VS BUDGET-PRO SHOP OPERATIONS
FOR THE PERIOD ENDING 3/31/15**

	YTD <u>ACTUAL</u>	YTD <u>BUDGET</u>	Variance Positive (Negative)
REVENUES			
GREEN FEES	\$ 529,898	\$ 978,623	\$ (448,725)
MEMBERSHIPS	25,847	64,936	(39,089)
CART REVENUES	29,844	68,630	(38,786)
RANGE FEES	67,407	164,857	(97,450)
GOLF - OTHER REVENUES	38,497	68,836	(30,339)
MERCHANDISE SALES	29,972	55,999	(26,027)
TOTAL PRO SHOP REVENUES	<u>721,465</u>	<u>1,401,881</u>	<u>(680,416)</u>
PERSONNEL EXPENSES			
REGULAR SALARIES	54,862	132,052	77,190
PART TIME SALARIES	73,444	91,462	18,018
OVERTIME	4		(4)
FICA TAXES	9,814	16,181	6,367
PENSION	7,578	15,776	8,198
MEDICAL INSURANCE	11,401	21,309	9,908
WORKER'S COMPENSATION	3,876	7,756	3,880
TOTAL PERSONNEL SERVICES	<u>160,979</u>	<u>284,536</u>	<u>123,557</u>
OPERATING EXPENSES			
CONTRACTUAL & PROFESSIONAL SERVICES	844	5,000	4,156
RENTALS AND LEASES	29,894	58,000	28,106
REPAIRS AND MAINTENANCE	1,852	10,190	8,338
FUEL, OILS, LUBRICANTS	1,931	1,000	(931)
PRINTING AND BINDING	2,616	4,500	1,884
PROMOTIONS & ADVERTISING	28,758	35,000	6,242
OTHER CHARGES - BANK & CREDIT CARD CHARGES	12,260	28,500	16,240
OPERATING SUPPLIES	3,223	6,500	3,277
UTILITY SERVICES-ELECTRICITY	7,294	17,470	10,176
UTILITY SERVICES-WATER	225	675	450
LIABILITY INSURANCE	8,214	16,432	8,218
TELECOMMUNICATIONS	5,432	8,862	3,430
MERCHANDISE	36,474	50,000	13,526
DRIVING RANGE	6,820	10,000	3,180
OFFICE SUPPLIES	1,563	3,700	2,137
DUES AND MEMBERSHIPS	1,690	2,000	310
TRAVEL	-	500	500
MAINTENANCE (Department Total)	<u>536,602</u>	<u>1,043,064</u>	<u>506,462</u>
TOTAL OPERATING EXPENDITURES	<u>685,692</u>	<u>1,301,393</u>	<u>615,701</u>
TOTAL PRO SHOP OPERATION EXPENDITURES	<u>846,671</u>	<u>1,585,929</u>	<u>739,258</u>
OPERATING PROFIT (LOSS) BEFORE OTHER COSTS	<u>(125,206)</u>	<u>(184,048)</u>	<u>58,842</u>
OTHER (REVENUES) COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP			
TRANSFERS TO DEBT SERVICE FUND	65,298	130,595	65,297
MACHINERY & EQUIPMENT	2,771	-	(2,771)
MACHINERY & EQUIPMENT-MAINTENANCE	-	3,000	3,000
TOTAL OTHER (REVENUES) COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP	<u>68,069</u>	<u>133,595</u>	<u>65,526</u>
NET PROFIT (LOSS)	<u>\$ (193,275)</u>	<u>\$ (317,643)</u>	<u>\$ 124,368</u>

**CITY OF MIAMI SPRINGS, FLORIDA
GOLF COURSE
ACTUAL VS BUDGET- MAINTENANCE EXPENSES
FOR THE PERIOD ENDING 3/31/15**

<u>MAINTENANCE</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>Variance Positive (Negative)</u>
PERSONAL SERVICES			
REGULAR SALARIES	\$ 31,482	\$ 68,000	\$ 36,518
PAYROLL TAXES	2,268	4,289	2,021
PENSION	4,685	9,908	5,223
MEDICAL INSURANCE	5,931	12,231	6,300
WORKER'S COMPENSATION	1,182	2,360	1,178
TOTAL PERSONAL SERVICES	<u>45,548</u>	<u>96,788</u>	<u>51,240</u>
OPERATING EXPENSES			
PROFESSIONAL SERVICES	4,559	20,000	15,441
CONTRACTUAL SERVICES	221,744	432,000	210,256
REPAIRS AND MAINTENANCE	33,345	114,800	81,455
UTILITY SERVICES-ELECTRICITY	10,715	29,000	18,285
UTILITY SERVICES-WATER	2,390	9,894	7,504
OPERATING SUPPLIES	148,429	208,000	59,571
FUEL, OILS, LUBRICANTS	29,991	59,740	29,749
LIABILITY INSURANCE	6,306	12,612	6,306
TELECOMMUNICATIONS	329	650	321
DUES AND SUBSCRIPTIONS		900	900
EDUCATION AND TRAINING	3,840	3,000	(840)
UNIFORMS		3,000	3,000
RENTALS AND LEASES	29,406	52,680	23,274
TOTAL OPERATING EXPENSES :	<u>491,054</u>	<u>946,276</u>	<u>455,222</u>
TRANSFERS TO DEBT SERVICE FUND	65,298	130,595	65,297
TOTAL DEBT SERVICE	<u>65,298</u>	<u>130,595</u>	<u>65,297</u>
TOTAL MAINTENANCE	<u>\$ 601,900</u>	<u>\$ 1,173,659</u>	<u>\$ 571,759</u>

CITY OF MIAMI SPRINGS, FLORIDA
 GOLF COURSE
 ACTUAL VS BUDGET- ADMINISTRATION EXPENSES
 FOR THE PERIOD ENDING 3/31/15

<u>ADMINISTRATION</u>	YTD <u>ACTUAL</u>	YTD <u>BUDGET</u>	Variance Positive (Negative)
OPERATING EXPENSES			
UTILITY SERVICES-ELECTRICITY	3,326	9,300	5,974
RISK MANAGEMENT	<u>5,382</u>	<u>10,762</u>	<u>5,380</u>
TOTAL OPERATING EXPENSES :	<u>8,708</u>	<u>20,062</u>	<u>11,354</u>
TOTAL ADMINISTRATION	<u>\$ 8,708</u>	<u>\$ 20,062</u>	<u>\$ 11,354</u>

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MIAMI SPRINGS GOLF & COUNTRY CLUB
ANALYSIS OF ROUNDS PLAYED
FOR THE QUARTER ENDING:

GREEN & CART FEES

TYPE
RACK RATES

TYPE	3/31/2015					3/31/2014		
	Number	%	Revenues	%	Avg Per Round	Number	Revenues	Avg Per Round
Weekend Non-Resident	197	1.3%	14,656	2.5%	74.40	376	18,105	48.15
Weekday Non-Resident	452	3.1%	29,239	5.0%	64.69	448	18,639	41.60
Weekend/Holiday Resident	3	0.0%	165	0.0%	55.00	285	11,987	42.06
Weekend MS?VG Resident	1,260	8.6%	55,695	9.5%	44.20	807	33,620	41.66
Weekday MS/VG Resident	1,083	7.4%	41,827	7.1%	38.62	1,060	34,673	32.71
Weekday Dade Resident	495	3.4%	23,151	3.9%	46.77	951	39,999	42.06
Weekend dade Resident	1,972	13.4%	104,931	17.8%	53.21	1,432	73,598	51.40
Weekday Resident	653	4.4%	30,964	5.3%	47.42	1,275	40,202	31.53
TOTALS FOR TOP RACK RATES	6,115	41.6%	\$ 300,628	51.1%	\$ 49.16	6,634	\$ 270,823	\$ 40.82
SEASONAL(A); DISCOUNT(B); PROMOTIONAL RATES(C)								
Twi-Light-Weekday	1,550	10.5%	62,213	10.6%	40.14	3,248	97,546	30.03
Twi-Light-Weekend	1,371	9.3%	56,568	9.6%	41.26	1,885	60,122	31.89
Shootout (C)	476	3.2%	16,372	2.8%	34.39	454	13,579	29.91
Seniors Weekday		0.0%		0.0%	-	14	327	23.36
Super Twilight after 4		0.0%		0.0%	-	2	37	18.50
Public Service Employees	1,038	7.1%	41,220	7.0%	39.71	128	4,105	32.07
Spectator		0.0%		0.0%	-	9	201	22.33
Prime Timers (C)		0.0%		0.0%	-	10	215	21.50
Premier Card Weekend	177	1.2%	6,285	1.1%	35.51			
GolfNow	-	0.0%	7,877	1.3%	#DIV/0!	1	30	-
Junior	201	1.4%	3,984	0.7%	19.82	187	3,091	16.53
Premier Card-Weekday	124	0.8%	3,705	0.6%	29.88			
Weekday resident cart Fee		0.0%		0.0%	-	1	23	23.00
PGA Member		0.0%		0.0%	-	3	56	18.67
Can-Am Golf (B)	98	0.7%	3,889	0.7%	39.68	118	4,080	34.58
Weekday Resident Walking		0.0%		0.0%	-	3	60	20.00
Tax Exempt Tournament	246	1.7%	10,562	1.8%	42.93	391	14,774	37.79
Non Resident Walker	6	0.0%	185	0.0%	-	15	350	23.33
MS?VG Walker	19	0.1%	482	0.1%	25.37	87	1,836	21.10
Public Guest/Dade resident		0.0%		0.0%	-	43	1,205	28.02
TOTALS FOR OTHER DISCOUNTED RACK RATES	5,306	36.1%	\$ 213,342	36.3%	\$ 40.21	6,599	\$ 201,637	\$ 30.56
TOTALS FOR ALL RACK RATES	11,421	77.6%	\$ 513,970	87.4%	\$ 45.00	13,233	472,460	\$ 35.70
Membership Activity:								
Member 18 Hole cart	1,156	7.9%	29,944	5.1%	25.90	1,169	27,304	23.36
9-Hole Member Cart Rate	384	2.6%	15,450	2.6%	40.23	31	370	11.94
Trail Fee	4	0.0%	3,100	0.5%	-	0		0
Membership pro rated income		0.0%	25,847	4.4%	0	0	26,003	0
Member walk	1,747	11.9%		0.0%	0	1,927		0
TOTALS FOR ALL MEMBER ROUNDS	3,291	22.4%	\$ 74,341	12.6%	\$ 22.59	3,127	53,677	\$ 17.17
TOTALS FOR ALL PAID ROUNDS THRU 12/31/09	14,712	100.0%	\$ 588,311	100.0%	\$ 39.99	16,360	526,137	\$ 32.16
Employee Rounds	79		-			31	-	
Comp rounds	31		-			84	-	

Note:

Data from GolfTrac application with exception of Membership Pro Rated Income from HTE.