



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, August 24, 2015 – 7:00 p.m.** **City Hall, Council Chambers, 201 Westward Drive**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilwoman Buckner

Salute to the Flag: Audience Participation
- 3. Awards & Presentations:**
 - A) Yard of the Month Award – September 2015 – 220 Hunting Lodge Drive – David and Marli Sandri
 - B) GFOA Certificate of Achievement for Excellence in Financial Reporting presented to the Finance Department
 - C) Presentation on Cloud Storage
- 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) August 3, 2015 – Workshop Meeting
 - B) August 10, 2015 – Regular Meeting
- 6. Reports from Boards & Commissions: None**
- 7. Public Hearings: None**
- 8. Consent Agenda: (Funded and/or Budgeted)**
 - A) Recommendation by staff that Council award City RFP # 07-14/15 to SFM Services, Inc., the lowest responsible bidder, in an amount not to exceed \$129,259.00 annually, for Field Maintenance services such as mowing, litter control, fertilization, aeration, verticutting, topdressing, disease & pest management and herbicide applications for Prince Field,

Peavy/Dove Field and Stafford Park, as funds are to be approved in the FY15/16 Budget, pursuant to Section §31.11 (E)(1) of the City Code

B) Recommendation by Building & Code Compliance that Council waive the competitive bid process and approve an expenditure to M. Jurado, Mechanical Inspector, in an amount not to exceed \$1,700.00, on an “as needed basis” for Plan Reviews and Inspections as funds were approved in 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) Status Report and Discussion of Ongoing Election Litigation

10. New Business:

A) Resolution - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Adopting The City Of Miami Springs Title VI Program Plan; Reaffirming The City's Policy Of Non-Discrimination In Its Public Transportation System; Establishing A Complaint Procedure And A Public Participation Plan To Ensure All Riders Equal Access To, Participation In, And Enjoyment Of The Benefits Of The City Of Miami Springs' Public Transportation Services; Effective Date

B) Recommendation that Council approve an Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and City of Miami Springs at the Aquatic Facility


C) Consideration of the Board of Parks and Parkways Recommendations for the Yard of the Month Awards for September and October 2015

11. Other Business: None

12. Reports & Recommendations:

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

13. Adjourn

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

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

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

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

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

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

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



CERTIFICATE OF RECOGNITION

Presented to

David & Marli Sandri

Of

220 Hunting Lodge Drive

for their home being designated as

***“YARD OF THE MONTH”
SEPTEMBER 2015***

Presented this 24th day of August, 2015.

CITY OF MIAMI SPRINGS, FLORIDA

Zavier M. Garcia
Mayor

ATTEST

Erika Gonzalez-Santamaria, MMC
City Clerk



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

August 4, 2015

City Clerk

AUG 10 2015

Received

The Honorable Xavier Garcia
Mayor
City of Miami Springs
201 Westward Drive
Miami Springs

FL 33166-5259

Dear Mayor Garcia:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **September 30, 2014** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An award for the Certificate of Achievement has been mailed to:

William Alonso, CPA, CGFO
Finance Director

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

08/04/2015

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Miami Springs** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

William Alonso, CPA, CGFO, Finance Director

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

What is the cloud -

The "cloud" is a generic term that refers to hosted systems performing specific tasks located somewhere not on-premise. The cloud can be file storage, web services, file and print servers, payment systems, email systems, or basically anything that can be run on a local server hosted somewhere else.

Cloud technologies we use

- **Box.com** for file archiving. Existing plan allows unlimited data storage. Files are securely copied up to the this service once a week (over weekends) and rotated into monthly folders. Instead of synchronizing server files with box we upload the copies on a weekly schedule.
- **AWS - Route 53** - cloud based DNS service. Inexpensive, easy to maintain, replicated by amazon services, fast response times.
- **AWS - S3** - low cost storage for use either as stand alone cloud storage OR accessible from hosted EC2 instances.
- **AWS - EC2** - cloud computing - disaster recovery use only. Using AWS we can create Windows or Linux servers within minutes. These servers run on AWS systems and can be configured to host our entire network online. It can get costly depending on bandwidth usage and configured server size but it gives us a low cost disaster recovery option if the need arises.
- **Sungard ASP** - this is also a cloud service. We don't house any AS400's locally. Instead, we connect over a secure channel directly to Sungard's server farm. Our data and applications for HTE are hosted on this system online.
- **Executime** - Time management/payroll
- **City's website** - another cloud service is hosted with Aha! consulting. We do not keep on-premise web servers for the official website. The site runs entirely on Aha! consulting's system, which are also based on AWS services using their own accounts.

Is the City of Miami Springs using anything not in the cloud?

Yes, there are systems that can be moved to cloud services but have remained in-house due to cost or security concerns.

Local servers include:

- **Global catalog / Domain controller** - used to allow and secure user authentication - keeps users logins secure and sets/pushes domain wide rules for computers, servers, and users on our network.
- **Exchange mail servers** - Up for consideration for Office 365 in the future but kept in-house to keep cost down. Mail services for both City and PD employees is run on servers at City Hall.
- **Optiview storage servers** - Servers used to store document images for Optiview
- **Optiview SQL** server - Large database that records all scanned text from document images, their location on the storage server, and access control lists are stored on our local SQL server.
- **Optiview search engine** - Another local server used with the Optiview system.
- **AC/ Niagara** - Server used for City Hall's climate control system
- **Primary File server** - Server used to store files for all departments along with security groups and access control lists
- **Laserfiche** - New server used to store and index documents scanned with the new Laserfiche system (to replace Optiview in the future)
- **Trakserver** - New server for Public Works fuel tracking system. This system also uses SQL to track and report usage.
- **ATS** - Server dedicated to transfer files securely between DHSMV and CPO - for reports used with red light cameras

- **MSPD** - Combined storage, Domain controller, and application server in the police department
- **MSGSWTCH** - Mobile data server connecting mobile units, main database, and FDLE reports.
- **U - KVM-QEMU** - primary virtualization server - used to run multiple systems in one physical server
- **U2 - KVM-QEMU Backup** - Large capacity storage and backup KVM virtualization server
- **EX - Hyper-v** - Virtualization server running Microsoft's Hyper-v technology - This current project will be hosting virtualized servers in-house. KVM based virtual servers will then be used for next years project of virtual desktops.

Trend Micro Server - Antivirus and security system. This manages/pushes updates to all antivirus clients on all computers, provides reporting, and allows fine tuning of content management accessed from the Internet.



City of Miami Springs, Florida
City Council Meeting

Workshop Meeting Minutes
Monday, August 3, 2015, 6:00 p.m.

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

1. Call to Order/Roll Call: The meeting was called to order by the Mayor at 6:12 p.m.

Present were the following:

Mayor Xavier 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
Controller Alicia E. Gonzalez
Chief of Police Armando Guzman
Senior Administrative Specialist Leah Q. Cates
I.T. Director Jorge Fonseca
City Planner Chris Heid
Public Works Director Tom Nash
Professional Services Supervisor Tammy Romero
City Clerk Erika Gonzalez-Santamaria

2. Invocation: Offered by Councilman Bain.

Salute to the Flag: The audience participated.

3. Workshop on Proposed Fiscal Year 2015-2016 Budget

I. Opening Remarks by City Manager Ronald K. Gorland

City Manager Gorland presented a Sources and Uses Statement based on the current millage rate of 7.6710, revenues of \$15,523,785. The proposed budget reflects at the recommended millage rate a surplus of \$133,930. There are no reduction in services, no new outsourced services, and slight increase in net staff. An RFP has been issued for medical insurance renewal for staff and proposals are expected shortly. The new proposed budget includes a debt service of \$456,385 for the aquatic facility, a proposed COLA increase of 3% for staff excluding the City Manager, Assistant City Manager, City Clerk, and Building Official is requested, the 4% one-time bonus for some general

employees is also requested to be made permanent, and among other items being proposed in the upcoming budget.

II. Finance

Assistant City Manager/Finance Director Alonso stated that there 8.8% increase due to an employee retiring from the department.

Professional Services Supervisor Tammy Romero explained the cost for special printed materials such as the Hurricane Guide, monthly news bulletin, fact sheet and quarterly newsletter process, as provided for in the budget.

III. Information Technology

The budget is \$2,404 higher than the current year due to an increase in medical insurance, according to Mr. Alonso.

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

IV. Elderly Services

Assistant City Manager/Finance Director Alonso stated that the Elderly Services budget is approximately \$28,362 or 6.79% lower than the previous year. The proposed budget includes \$26,700 for the City to fund the continuation of Yoga, Tai-Chi, and Art classes for the next fiscal year.

Elderly Services Director Karen Rosson answered Council's questions to their satisfaction.

V. Zoning and Planning

Mr. Alonso stated that the proposed budget is \$16,646 or 16.5% lower than the current year.

Zoning and Planning Director Chris Heid addressed the Council's questions.

VI. Public Services Department

II. Public Services Department

i. Administration

Finance Director Alonso stated that the Administration budget is approximately \$38,776 higher than the current year due to the addition of an administrative staff to begin training for the departure of the current staff member.

ii. Streets/Streetlights Division

Finance Director Alonso explained the budget is \$33,139 lower than the current year.

Council asked the Administration to look into the possibility of updating the pole banner fixtures.

iii. Public Properties

Assistant City Manager/Finance Director Alonso stated that the Public Properties budget is about \$36,086 higher than the current year.

Public Works Director Tom Nash stated that the landscaping function that has been outsourced for three years will be brought back in-house. The cost for two additional staff members would be \$68,000 resulting in a net savings to the City. Tree trimming will remain outsourced.

iv. Building Maintenance

Assistant City Manager/Finance Director Alonso said there are two key items for Council to consider. The department is \$10,930 higher than the current year. This includes the replacement City Hall's air condition coils.

Council also requested more information on the building maintenance worker position.

v. Fleet Maintenance

Mr. Alonso explained that the Fleet Maintenance budget is \$33,055 lower than the current year. This includes a new contract with the new fleet maintenance vendor.

vi. Road and Transportation

Assistant City Manager/Finance Director Alonso stated that the Road and Transportation, Sanitation and Stormwater funds do not impact the General Fund. The Road and Transportation fund includes funds from the Citizens Independent Transportation Trust (CITT) and the projected revenue for next year is approximately \$561,781.

vii. Sanitation

The Sanitation fund is self-sufficient as it is funded through the sanitation fees that are collected on an annual basis, according to Mr. Alonso.

viii. Stormwater

Mr. Alonso explained that the Stormwater fund includes fees collected through the water bill. The current fee per residential unit is \$3.68 per month, which has not increased since 2001.

VII. Police

Mr. Alonso commented that the Police Department budget is \$451,617 or 7.5% higher than last year due to an increase in pension costs, 2% pay raise in accordance with FOP contract, capital expenditures for three new vehicles and replacing two motorcycles, and \$152,000 in payouts due to retirement.

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

VIII. Law Enforcement Trust Fund

The Community Policing Office, except for personnel, is funded by the Law Enforcement Trust Fund based on federal forfeitures and guidelines, according to Chief Guzman.

4. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:50 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
City Clerk*

*Adopted by the City Council on
this 24th day of August, 2014.*

Zavier M. Garcia, Mayor

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



City of Miami Springs, Florida
City Council Meeting

Regular Meeting Minutes
Monday, August 10, 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 7:05 p.m.

Present were the following:

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

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

- 2. Invocation:** Mayor Garcia

Salute to the Flag: The audience participated in the Pledge of Allegiance and Salute to the Flag

- 3. Awards & Presentations:**

A) Presentation of Certificate of Sincere Appreciation Plaque to Jerry Balester, Jr. in Recognition of 24 Years of Dedicated Service to the City of Miami Springs

Mayor Garcia presented a Certificate of Sincere Appreciation plaque to Detective Jerry Balester in recognition of his service to the City from January 29, 1991 to July 31, 2015.

On behalf of the Administration, City Manager Gorland presented Detective Balester with an engraved honorary shovel.

Detective Balester thanked the Mayor, Council, Police Chief Guzman and the Administration. He thanked his friends and family.

B) Presentation of Certificate of Sincere Appreciation Plaque to Harry Mayer in Recognition of 26 Years of Dedicated Service to the City of Miami Springs

Mayor Garcia presented a Certificate of Sincere Appreciation plaque to Detective Harry Mayer in recognition of his service to the City from February 27, 1989 to July 31, 2015.

On behalf of the Administration, City Manager Gorland presented Detective Mayer with an engraved award.

Detective Mayer thanked the Mayor, Council, Police Chief Guzman and the Administration. He thanked his friends and family.

C) Recognizing the Little Lightning Softball Team

Mayor Garcia presented certificates of recognition to the entire Little Lightning Softball Team and to the Coaches.

D) Presentation by Jose Fuentes, Becker & Poliakoff

Jose Fuentes provided a brief update on the last session. He stated that the City was able to secure from the last session, \$500,000 for canal maintenance and \$50,000 for the aquatic facility.

4. Open Forum:

Martin Crossland of 900 Plover Avenue expressed concern on the ongoing litter around the city, specifically, advertisements that are thrown on to residential properties.

5. Approval of Council Minutes:

A) June 22, 2015 – Regular Meeting

Vice Mayor Best moved to approve. 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.

B) July 30, 2015 – Special Meeting

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.

6. Reports from Boards & Commissions:

A) Board of Adjustment – Approval of Actions Taken at their Meeting of August 4, 2015 Subject to the 10-day Appeal Period

Vice Mayor Best moved to approve. Councilman Buckner 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: None at this time.

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

A) Approval of City Attorney's Invoice for July 2015 in the Amount of \$12,224.25

B) Recommendation by the Police Department that Council approve an expenditure to Royal Rent-a-car Systems of Florida, the lowest responsible quote of \$17,088.00 for the monthly rental of two vehicles (for a twelve-month period), as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, as funds were approved in the FY 14/15 Budget pursuant to Section 31.11 (C)(2) of the City Code

C) Recommendation by Public Works that Council waive the competitive bid process and approve an expenditure to Atkins, who has been involved with all of our stormwater projects outlined within our master plan since inception in 2001, in an amount to exceed \$6,000.00 for Oakwood and Lee Drive drainage project inspections during construction phase and to prepare the final as-built drawings, as funds are available in the stormwater account pursuant to Section 31.11(E)(6)(g) of the City Code

D) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Metro Express, utilizing the City of Miami Gardens Bid #14-15-008, in an amount not to exceed \$85,754.00, as funds are available in the stormwater account for the Oakwood and Lee Drive drainage improvement and restoration project to alleviate the flooding area which includes Stafford Park, pursuant to Section 31.11(E)(5) of the City Code

E) Recommendation by the Elderly Services Department that Council award City Bid #04-14/15 to Greater Miami Caterers, Inc., the only responsible bidder, in an amount not to exceed \$167,146.00, for Catering Services for the City of Miami Springs Senior Center's Nutrition Programs for the Elderly as funds are to be approved in the FY 15/16 Budget, pursuant to Section 31.11 (E)(1) of the City Code

F) Recommendation by Finance-Professional Services that Council award City RFP #05-14/15 to First Vehicle Services, the lowest responsible bidder, in an amount not to exceed \$18,262.80 monthly (\$219,153.63 annually), for fleet services maintenance on all citywide vehicles, equipment and machinery, as funds are to be approved in the FY 15/16 Budget, pursuant to Section 31.11 (E)(1) of the City Code

G) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Harrell's, utilizing Miami Dade County contract # 9020-1/19, on an "as needed basis" in the amount of \$4,000.00, for liquid fertilizer as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code

City Manager Gorland read all the Consent Agenda items by title.

Vice Mayor Best made a motion to approve the Consent Agenda items. Councilman Bain seconded the motion. Councilman Petralanda pulled items B & C. Vice Mayor Best withdrew his motion in order to further discuss the pulled items.

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

9. Old Business:

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

There were no appointments at this time.

B) Recommendation by Public Works that Council authorize the issuance of a Change order to the previously awarded contract under the City's RFP #03-14/15 to Z Roofing for replacing gypsum around the parapet wall, raising the electrical units and removing and replacing the electrical vents on the City Hall roof, in an amount not to exceed \$8,400.00, coming from the designated fund balance, pursuant to Section §31.11 (E) (1) of the City Code

Vice Mayor Best moved to approve the recommendation. Councilwoman Buckner 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.

10. New Business:

A) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Fourth Budget Amendment To The FY 2014-2015 Budget; By Recording The Expenditure For The Miami Springs Police Department Information Technology Upgrade In The Law Enforcement Trust Fund Of The Special Revenue And Capital Projects Budget; Dividing The Expenditure For A New Backhoe Between The Stormwater Fund Of The General Fund Budget And The Road And Transportation Fund Of The Special Revenue And Capital Projects Budget; Delineating The Expenditures For A Golf Course Awning, City Roof Replacement Project, And Supplemental Funding For Programs For Senior Citizens In The Golf Course Operations, Public Works, And Transfer Funds Of The General Fund Budget; Acknowledging The Expenditures For The Golf Course Awning And Roof Replacement Project From The City's Designated Fund Balance And Recording The Supplemental Expenditure For Senior Citizen Programs In The Senior Center Operations Funds Of The Special Revenue And Capital Projects Fund; Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

City Attorney Seiden read the Resolution by title.

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

B) Recommendation by Recreation that Council approve an expenditure to Superior Park System, Inc. the lowest responsible quote, in an amount not to exceed \$27,332.00, for the repairs and resurface of tennis courts as funds were designated by

Council in the designated fund balance for FY 14/15 Budget, pursuant to Section 31.11 (C)(2) of the City Code (Deferred from June 22, 2015 Council Meeting)

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

C) Consideration of approval of similar permitted business use for a request made by Management Resources College at 700 S. Royal Poinciana Boulevard

Vice Mayor Best moved to approve the college as requested by the applicant which is a similar permitted use. 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.

D) Approval of Signal Outdoor Advertising, LLC Bus Shelter Installation, Advertising, and Maintenance Agreement

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

E) Recommendation by Staff that Council award City RFP #06-14/15 to Neighborhood Health Partners (NHP), the lowest responsible bidder, in the amount of \$994,610.00, as the City's annual premium for group medical coverage for employees and their dependents based on the number of current employees, with an effective date of October 1st, 2015 to September 30, 2016, as funds are currently being budgeted in the FY 15/16 Budget, pursuant to Section 31.11 (E)(1) of the City Code

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

F) Optimist Club request for a partial 11 hour Circle closing and waiver of associated Police and Public Works fees for both this fiscal year (Sep 19th) and next fiscal year budget

Councilman Bain moved to approve the partial closing of the circle and the fees for the current fiscal year only. Vice Mayor Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

10. Other Business

A) FY2014-2015 3rd Quarter Budget Status Report (Unaudited)

Assistant City Manager/Finance Director William Alonso reported to Council that the City is within budgeted revenues and expenditures. He stated that he is projecting a surplus at the end of the fiscal year.

11. Reports & Recommendations:

A) City Attorney

City Attorney Seiden had no further comments.

B) City Manager

City Manager Gorland reminded the Council of the upcoming workshop at 6:00 p.m. on August 17th, the regular Council Meeting at 7:00 p.m. on August 24th and a possible workshop on August 31st.

C) City Council

Vice Mayor Best had nothing to report.

Councilwoman Buckner stated that she and Councilman Petralanda have been attending Florida League of Cities committee meetings that will benefit the City.

Councilman Petralanda thanked Omar Luna at the Recreation Department for the summer Talent Show. He also thanked Pastor Pike at the Poinciana Methodist Church for hosting the first Miami Springs International Music Festival. He met the Chilean Consul Salinas who complimented the Councilman for maintaining a beautiful City.

Councilman Bain had nothing to report.

Mayor Garcia also thanked the Recreation Department for their end of summer Talent Show. Thanked Pastor Pike at the Poinciana Methodist Church for the vacation bible school. He also reminded and encouraged the Council to sit with the City Manager for any questions they may have with the budget or Council meetings.

13. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:55 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 24th day of August, 2015.*

Zavier M. Garcia, Mayor

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



AGENDA MEMORANDUM

Meeting Date: 8/24/2015

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

Via: Ron Gorland, City Manager
William Alonso, Asst. City Manager

From: Tammy Romero, Professional Services Supervisor

Subject: Recommendation of Award for Athletic Field Maintenance Services

RECOMMENDATION:

Recommendation by staff that Council award City RFP # 07-14/15 to SFM Services, Inc., the lowest responsible bidder, in an amount not to exceed \$ 129,259.00 annually, for Field Maintenance services such as mowing, litter control, fertilization, aeration, verticutting, topdressing, disease & pest management and herbicide applications for Prince Field, Peavy/Dove Field and Stafford Park, as funds are to be approved in the FY15/16 Budget, pursuant to Section §31.11 (E)(1) of the City Code.

DISCUSSION: On July 15th, 2015, we advertised a Request for Proposals (RFP# 05-14/15) for Field Maintenance services for Prince Field, Peavy/Dove Field and Stafford Park. A mandatory pre-bid meeting was held on August 5th, 2015 with 4 firms in attendance (Attachment "A").

On August 13th, the Request for Proposals were due and the three companies responded (Attachment "B"). All were deemed responsive and responsible.

The ranking was based on cost, experience and qualifications. The recommendation is to award a contract to SFM for a one (1) year period with the option to renew an additional four (4) one (1) year periods on a year-to-year basis.

All the companies who responded to the RFP have successfully performed services for the City in one capacity or another. SFM currently performs all of the above mentioned services for Prince Field and Peavy/Dove Field. For Stafford Park SFM currently maintains the perimeter around the field while Ballpark maintains the field under a one year maintenance contract after the field was renovated.

FISCAL IMPACT: None, as this will be budgeted with the FY15/16 budget.

Submission Date and Time: 8/18/2015 5:09 PM

<p><u>Submitted by:</u></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 To be funded for FY15/16</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><u>Funding:</u></p> <p>Dept./ Desc.: <u>Parks and Recreation</u></p> <p>Account No.: <u>001-5705-572-34-00</u></p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ <u>129,259.00</u></p> <p>Total vendor amount: \$ <u>129,259.00</u></p>
--	--	---

Mandatory Pre-Bid Meeting

Request for Proposal #07-14/15
Athletic Field Maintenance
August 5, 2015 at 9:30 A.M.

Attachment A

Name: Nick Pappas
Company: Green Source Landscaping & Sports Turf
Address: 4800 SW 201st Terrace, Southwest Ranches
Phone: 954-816-2468
E-Mail: npappas@greensourceinc.com

Name: Jim Stamps
Company: JSM Services Inc
Address: PO Box 857 Lutz FL 33548
Phone: 239-848 0074
E-Mail: jwstampsjr@jmservicesinc.com

Name: Kevin Hardy
Company: Ballpark Maintenance FL
Address: 8836 SW 131st Miami FL 33176
Phone: 305-259-0222
E-Mail: kh@ballparkmaintenance.com

Name: Christian Infante
Company: SFM Services
Address: 9700 NW 79 Ave. Hialeah Gardens, FL 33016
Phone: 305-525-9442
E-Mail: cinfante@sfmtservices.com

Name: _____
Company: _____
Address: _____
Phone: _____
E-Mail: _____

Name: _____
Company: _____
Address: _____
Phone: _____
E-Mail: _____

Bid Opening
RFP# 07-14/15
ATHLETIC FIELD MAINTENANCE

Attachment B

Opened August 13, 2015 at 2:30 P.M.

VENDOR NAME	BID BOND Y/N	AMOUNT		
1. Green source landscape	Yes	Prince Field:	\$85,665.54	
		Peavy/Dove Field:	67,449.38	
		Stafford Park:	134,161.86	
2. Ballpark Maintenance	Yes	Prince Field:	\$ 75,752.88	
		Peavy/Dove Field:	81,660.78	
		Stafford Park:	96,978.24	
3. SFM	Yes	Prince Field:	\$ 36,924.00	
		Peavy/Dove Field:	36,924.00	
		Stafford Park:	55,411.00	
4.		Prince Field:		
		Peavy/Dove Field:		
		Stafford Park:		

Witnessed by: Epifanio Santana Garcia
TGR



AGENDA MEMORANDUM

Meeting Date: 8/24/2015
To: The Honorable Mayor Xavier Garcia and Members of the City Council
Via: Ron Gorland, City Manager
From: Ulises Fernandez, Building Official
Subject: Building Department Inspections and Plans Review



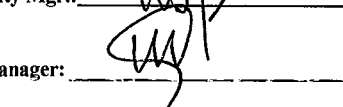
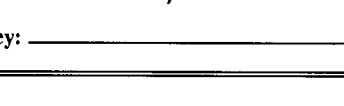
Recommendation:

Recommendation by Bldg. & Code Compliance that Council waive the competitive bid process and approve an expenditure to M. Jurado, Mechanical Inspector, in an amount not to exceed \$1,700.00, on an "as needed basis" for Plan Reviews and Inspections as funds were approved in FY14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City code.

Discussion/Analysis:

This annual contract provides the Inspectors to conduct Plan Reviews in their trade and to perform Inspections. Inspector has performed more inspections than anticipated.

Submission Date and Time: 8/18/2015 1:02 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Bldg. & Code Compliance</u>	Dept. Head: 	Dept./ Desc.: <u>Building and Code Compliance</u>
Prepared by: <u>Awilda Rivera</u>	Procurement: 	Account No.: <u>001-2401-524-3400</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
	City Manager: 	Amount previously approved: \$ <u>10,605.00</u>
	Attorney: _____	Current request: \$ <u>1,700.00</u>
		Total vendor amount: \$ <u>12,305.00</u>



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

TO: Honorable Mayor Garcia and Members of the City Council
 FROM: Erika Gonzalez-Santamaria, City Clerk
 DATE: May 20, 2015
 SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

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

Ecology Board

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

Education Advisory Board

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

Golf and Country Club Advisory Board

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

Historic Preservation Board

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

Board of Parks & Parkways

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

Recreation Commission

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

* Architectural Review Board

Ecology Board - Council confirmation required per §32.40

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

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

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

RESOLUTION NO. 2015 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING THE CITY OF MIAMI SPRINGS TITLE VI PROGRAM PLAN; REAFFIRMING THE CITY'S POLICY OF NON-DISCRIMINATION IN ITS PUBLIC TRANSPORTATION SYSTEM; ESTABLISHING A COMPLAINT PROCEDURE AND A PUBLIC PARTICIPATION PLAN TO ENSURE ALL RIDERS EQUAL ACCESS TO, PARTICIPATION IN, AND ENJOYMENT OF THE BENEFITS OF THE CITY OF MIAMI SPRINGS' PUBLIC TRANSPORTATION SERVICES; EFFECTIVE DATE

WHEREAS, the City of Miami Springs believes strongly in the founding principles of our Nation of liberty, justice and equality for all people under the law; and,

WHEREAS, the City of Miami Springs is firmly committed to ensuring that no person is excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color or national origin; and,

WHEREAS, the purpose of the Miami Springs Title VI Program Plan is to guide the administration and management of its transit system in a nondiscriminatory manner consistent with the protections afforded by Title VI of the Civil Rights Act of 1964; and,

WHEREAS, the purpose of the Miami Springs Title VI Program Plan is also to inform the public about its rights to demand equality in the delivery of public transportation services and to afford the public due process through a complaint procedure and public participation plan; and,

WHEREAS, the Miami Springs Title VI Program Plan safeguards the public's right to equal participation in, access to, and enjoyment of the benefits of the City of Miami Springs' transportation services:

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

Section 1. That the foregoing facts and recitations contained in the preamble provisions of this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. That the City Council of the City of Miami Springs hereby adopts the City of Miami Springs Title VI Program Plan, a copy of which is attached hereto for reference as Exhibit "A," reaffirming the City's policy of non-discrimination in its public

transportation system, establishing a complaint procedure and a public participation plan to ensure all riders' equal access to, participation in, and the enjoyment of the benefits of the City of Miami Springs public transportation services.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this _____ day of _____, 2015, on a motion by _____ 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

CITY OF MIAMI SPRINGS

TITLE VI PROGRAM PLAN

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d)

City of Miami Springs
201 Westward Drive, 33166 Tel: 305-805-5000

Fax: 305-805-5040 Website: www.miamisprings-fl.gov

City of Miami Springs Title VI Program Plan

Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The City of Miami Springs is committed to ensuring that no person is excluded from participation in, or denied the benefits of Miami-Dade transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

City of Miami Springs Title VI Program Plan

Information Notices

Title VI information notices are prominently and publicly displayed at these locations: City Hall lobby, Police Department, Community Center, Public Works Department, Building & Zoning Department, Finance Department and Human Resources offices.

The name and contact information of the Title VI coordinator is available on the City's website, at www.miamisprings-fl.gov. Additional information relating to the City's nondiscrimination obligation is provided in this document.

Further information can be obtained directly from the City's Title VI Coordinator:

Thomas Nash Title VI Coordinator City of Miami Springs
345 North Royal Poinciana Blvd. Miami Springs, FL 33166
305-805-5170
3/9

City of Miami Springs Title VI Program Plan

Record Keeping

The Title VI Coordinator will maintain permanent records, which include, but are not limited to copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations. Complaints

The complainant may file a signed, written complaint no later than 180 days after the date of the alleged discrimination. The complaint procedures are described in detail herein (see Appendix A). Each complaint should include the following information: • Full name • Mailing address • Contact Information (i.e., telephone number, email address, etc.) • How, when, where and why you believe you were discriminated against, including location, names and contact information of any witnesses • Other information that you consider significant

The Title VI Complaint Form, (see Appendix B), may be used to submit the complaint information. The complaint may be filed in writing to the City at the following address:

City of Miami Springs Attention: Thomas Nash, Title VI Coordinator
345 North Royal Poinciana Blvd. Miami Springs, Fl 33166
4/9

City of Miami Springs Title VI Program Plan

The City encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. Complaints must be mailed to the Title VI Coordinator no later than 180 days after the date of the alleged discrimination.

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the City will be directly addressed by the Title VI Coordinator who shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English.

Additionally, the City shall make every effort to address all complaints in an expeditious and thorough manner. A letter acknowledging receipt of complaint will be mailed within seven days (see Appendix C). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

The City of Miami Springs will send a final written response letter (see Appendix D) to the complainant. If the complaint is found to be not substantiated (see Appendix E), the complainant is also advised of his or her right to:

- 1) Appeal within seven calendar days of receipt of the final written decision from the City, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the FTA.

Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

City of Miami Springs Title VI Program Plan

Once sufficient information for investigating the complaint is received by the City, a written response will be drafted subject to review by the City Attorney. If appropriate, the City Attorney may administratively close the complaint. In this case, the City will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator
East Building, 5th Floor — TCR
1200 New Jersey Ave., SE Washington, DC 20590
6/9

City of Miami Springs Title VI Program Plan

Limited English Proficiency (LEP)

The City of Miami Springs has a land area of 2.88 Square Miles. According to the 2010 Census, the City has an approximate total population of 14,316 people, composed of 1.6% African Americans, 71.2% Hispanic or Latino, 26.3% White and 1.7% other races. Of the City's population over the age of 5, 27.5% of residents speak English at home, 72.5% speak Spanish at home, (57% speak English very well and 43% speak English less than very well).

The City provides information in English and in Spanish when it is requested. Residents can request translations of documents that are in English. Most City departments have at least one or more employees that are bilingual and Spanish speakers are accommodated with a translator when requested. The City regularly disseminates information via its website and utility bills.

The City Title VI Policy and Complaint Procedures is hosted on the City's web page in English and made available in other languages as requested.

The City educates our staff and contractors on the following procedure (see Appendix F): a. Understanding the Title VI Policy and LEP responsibilities b. How to access Title VI Policy and Procedures via the City's website. c. Document and resolve any language assistance deficiencies d. The procedure if a Title VI and/or LEP complaint is filed.

The City will review LEP procedures annually to determine if modifications are needed to meet language assistance deficiencies.

City of Miami Springs Title VI Program Plan

Public Participation Plan

The City of Miami Springs seeks to engage the public in its planning and decision-making processes. Members of the public may make statements at City Council meetings, which occur the second and fourth Monday of every month. City Council agendas are available for review by the public no less than two (2) days before Council meetings. Notices of resolutions or ordinances under Commission consideration are announced in print in local newspapers.

The City continuously seeks innovative methods to engage the public in its planning and decision-making processes, as well as its outreach activities. Recent outreach initiatives include:

- Public notices in local and county wide newspapers
- Miami Springs/Miami Springs Airport Area Chamber of Commerce
- Florida League of Cities
- On site posting
-

Ordinances and resolutions adopted by the City to apply for and utilize Federal and State grant funding are placed on the public hearing/meeting agenda and are subject to public notice and comment procedures.

The City and its records are available to the public and the City welcomes their input. The City's Title VI Complaint Procedure is available to the public via the City's website
www.miamisprings-fl.gov

City of Miami Springs Title VI Program Plan

Decision Making Bodies

The City of Miami Springs does not have any transit related non-elected planning boards or advisory councils or planning boards or committees. If any such committees are established in the future, this plan will be amended to depict minority representation on such committees and to describe the efforts made to encourage participation of minorities on such committees.

Transit Programs/Service Standards

Excluding bus shelters, the City of Miami Springs does not have and/or operate any type of transit programs and/or services, therefore, the City does not have any Service Standards. Transit programs and/or services are provided and operated by Miami-Dade County Transit (MDT). You may contact MiamiDade County Transit at www.miami-dade.gov.

Transit Facilities

Since the City of Miami Springs does not operate any type of transit programs, the City does not have any storage, maintenance facilities or operation centers and has no plans, at the present, to establish a transit program. If in the future the City decides to establish a transit program or project related to Title VI, the City will confer with Miami-Dade Transit to ensure the City meets all requirements.

City of Miami Springs Title VI Program Plan Appendices

Appendix A

Appendix B

Appendix C Complaint Procedures

Complaint Form

Letter Acknowledging Receipt of Complaint

Appendix D
Substantiated

Letter Notifying Complainant That the Complaint is

Appendix E
Substantiated

Letter Notifying Complainant that the Complaint is not

Appendix F

Employee Annual Education Form

Appendix G

Record of Investigations, Complaints and/or Lawsuits

City of Miami Springs Title VI Program Plan

Appendix A

Complaint Procedures

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by the City of Miami Springs may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. A complaint may be filed no later than 180 days after the date of the alleged discrimination. The City or its designated Title VI Coordinator will process complaints that are complete.

Once the complaint is received, the Title VI Coordinator will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

The City has 60 days to investigate the complaint. If more information is needed to resolve the case, the City's Title VI Coordinator may contact the complainant. The complainant will have 10 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Title VI Coordinator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

City of Miami Springs Title VI Program Plan

After the case is investigated he/she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, he/she has 10 business days after the date of the LOF to do so.

A person may also file a complaint directly with:

Federal Transit Administration FTA Office of Civil Rights
1200 New Jersey Avenue SE Washington, DC 20590.

City of Miami Springs Title VI Program Plan

Appendix B

Complaint Form

If you feel you have been discriminated against, please provide the following information in order to assist us in processing your complaint and send it to:

City of Miami Springs Attention: Thomas Nash, Title VI Coordinator
345 North Royal Poinciana Blvd. Miami Springs, Fl 33166

Please print clearly: Name: Address:

City, State, Zip Code:

Telephone Number: (cell)

Person discriminated against:

Address of person discriminated against:

City, State, Zip Code: (home) IV

City of Miami Springs Title VI Program Plan

Please indicate why you believe the discrimination occurred:

Race or color National origin Income Other

What was the date of the alleged discrimination?

Where did the alleged discrimination take place?

Please describe the circumstances as you saw it: V

City of Miami Springs Title VI Program Plan

Please list any and all witnesses' names and phone numbers:

Please attach any documents which support the allegation. Then date and sign this form and send to the Title VI Coordinator.

Your signature

Print your name Date VI

City of Miami Springs Title VI Program Plan

Appendix C

Letter Acknowledging Receipt of Complaint

City Letterhead Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

This letter is to acknowledge receipt of your complaint against the City of Miami Springs alleging:

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 305-805-5170, or write to me at this address. Sincerely,

City of Miami Springs Attention: Thomas Nash, Title VI Coordinator
345 North Royal Poinciana Blvd. Miami Springs, Fl 33166

City of Miami Springs Title VI Program Plan

Appendix D

Letter Notifying Complainant that the Complaint is Substantiated

City Letterhead Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

The matter referenced in your letter of _____ (date) against the City of Miami Springs alleging Title VI violation has been investigated.

The violation of the Title VI of the Civil Rights Act of 1964 mentioned in your letter was identified. Corrective action of this deficiency(s) is being implemented to ensure that this issue does not arise again

Thank you for bringing this important matter to our attention. Sincerely,

City of Miami Springs Attention: Thomas Nash, Title VI Coordinator
345 North Royal Poinciana Blvd. Miami Springs, Fl 33166

City of Miami Springs Title VI Program Plan

Appendix E

Letter Notifying Complainant that the Complaint is not Substantiated

City Letterhead Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms)

The matter referenced in your complaint of the City of Miami Springsalleging investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The City Attorney has analyzed the materials and facts pertaining to your case for evidence of the city's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files. (date) against has been IX

City of Miami Springs Title VI Program Plan

You have the right to:

- 1) Appeal within seven calendar days of receipt of this final written decision from the City, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at:

Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator
East Building, 5th Floor TCR 1200 New Jersey Ave., SE Washington, DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me. Sincerely,

City of Miami Springs Attention: Thomas Nash, Title VI Coordinator
345 North Royal Poinciana Blvd. Miami Springs, Fl 33166

City of Miami Springs Title VI Program Plan

Appendix F

Employee Annual Education Form

To all employees of the City of Miami Springs:

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the City of Miami Springs and its contractors are expected to consider, respect, and observe this policy in their daily work and duties.

If a citizen approaches you with a question or complaint, direct him or her to contact:

City of Miami Springs Attention: Thomas Nash, Title VI Coordinator
345 North Royal Poinciana Blvd. Miami Springs, Fl 33166

In all dealings with citizens, use courtesy titles (i.e. Mr., Ms., etc.) to respectfully address the citizens without regard to race, color or national origin. XI

City of Miami Springs Title VI Program Plan

Appendix G

Record of Investigations, Complaints and/or Lawsuits

<u>Type of</u>	<u>Complaint</u>	<u>(Investigation,</u>	<u>Complaint, Lawsuit)</u>
<u>Date of</u>	<u>Complaint</u>	<u>(Month/Day/Year)</u>	<u>Basis of Complaint</u>
<u>(race, color, national origin)</u>	<u>Status of</u>	<u>Complaint</u>	<u>Action(s) Taken</u>

Note: The City of Miami Springs does not have any investigations, complaints, or lawsuits to disclose at this time. Any future disclosures will be listed under the Title VI Program Plan. XII



Water and Sewer

PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 786-268-5360 F 305-669-4059

miamidade.gov

August 18, 2015

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

Re: Water and Sewer Agreement for Miami Springs Aquatic Center, ID# 22339.

Ladies and Gentlemen:

We are pleased to enclose the water and sewer document for **Miami Springs Aquatic Center, ID# 22339**. The County's offer of those terms and conditions contained in the document shall expire sixty (60) days from the date of this letter.

If the document is satisfactory please print 2 sets for execution and returned to us with 1 original Opinion of Title using our format enclosed and **\$163.00** for the recording fees and, in addition, any amounts due with the execution of the documents as specified in the documents. Please note the legal description on the Opinion of Title should match the legal description initially submitted to the Department for the agreement preparation. Failure of the legal descriptions to match will result in time delays for your project. The documents shall not be binding upon either party until executed by the Department on behalf of the County and all monies due are received. When executed by the Department, we will forward one (1) fully executed copy for your files.

This instrument was prepared using the information provided to us by the property owner and/or its agent.

If you have any questions regarding this matter, please contact me at (786) 268-5209.

Very truly yours,

Exp. 10/17/2015
Sent VIA email

Denise Chung
New Business Section

Enclosures





Water and Sewer

PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 305-665-7471

miamidade.gov

Water Supply Certification Number:3624-A-22339
Water Supply Certification Issued Date:08/18/2015
Building Process Number:

*PA. 7/7/2015
INV # N00009169 = \$90.00*

Applicant: RONALD GORLAND
CITY OF MIAMI SPRINGS

Owner/Agent: CITY OF MIAMI SPRINGS
Organization:

201 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166

Re: Adequate Water Supply Certification

The Miami-Dade Water and Sewer Department (Department) has received your request to receive water services to serve the following project which is more specifically described in the attached Agreement, Verification Form, or Ordinance Letter.

Project Name: MIAMI SPRINGS AQUATIC CENTER
Project Location: 1401 WESTWARD DR,
Previous Use: 186 PERSON POOL & VACANT LAND
Proposed Use: 5,100 SF COMMUNITY CENTER WITH 180 PERSON POOL
Previous Flow: 5,580 (GPD)
Total Calculated Flow: 5,910 (GPD)
Reserved Flow: 330 (GPD)

The Department has evaluated your request pursuant to Policy CIE-5D and WS-2C in the County's Comprehensive Development Master Plan and Limiting Condition No. 5. of the South Florida Water Management District Water Use Permit Number 13-00017-W. Based on its review of all applicable information, the Department hereby certifies that adequate water supply is available to serve the above described project.

This Adequate Water Supply Certification will expire if a building permit is not applied for within 365 days of the date of issuance of said certification. If an Agreement is executed for the proposed project, the certification will remain active with the terms of the Agreement until such time as the building permit is applied for. If a building permit is applied for in accordance with the aforementioned conditions, this certification will remain active with the building permit process.

Furthermore, be advised that this adequate water supply certification does not constitute Department approval for the proposed project. Additional reviews and approval may be required from sections having jurisdiction over specific aspects of this project. Also, be advised that the gallons per day (GPD) flow reserved herein is for water certification purposes only and may not be representative of GPD flows used in calculating connection fees by the utility providing the service.

Should you have any questions regarding this matter, please contact Maria A. Valdes, Chief, Comprehensive Planning And Water Supply Certification Section, (786) 552-8198 or via email at mavald@miamidade.gov.

Sincerely,

Comprehensive Planning And Water Supply Certification Section.
9A8F9BCC-9348-4E6D-9949-471DF8B33E5A

*NOTE: The title search period for this original Opinion must cover the time period to within 30 days prior to submittal of signed water and sewer agreements or an assignment. FOR WARRANTY DEEDS, EASEMENTS, COVENANTS AND UNITIES OF TITLE, THE OPINION MUST COVER THE TIME PERIOD THROUGH THE DATE OF EXECUTION OF THE DEED, EASEMENT, COVENANT OR UNITY.

MIAMI-DADE COUNTY
MIAMI-DADE WATER AND SEWER DEPARTMENT
OPINION OF TITLE

To: MIAMI DADE COUNTY, a political subdivision of the State of Florida.

With the understanding that this original opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for execution of an agreement covering the real property hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I (we) have examined the City records for the Property as described below:

I have searched the City of Miami Springs Property Appraiser Public Records and certain City of Miami Municipal Records concerning the City of Miami Springs Facility named MIAMI SPRINGS AQUATIC CENTER, located at 1401 WESTWARD DRIVE, MIAMI SPRINGS, FLORIDA 33166.

(Legal description as it appears in agreement or legal document)

Basing my (our) opinion on said complete abstract or title policy covering said period I (we) am (are) of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: CITY OF MIAMI SPRINGS, a Florida Municipal Corporation.

Subject to the following liens, encumbrances and other exceptions:

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics or materialmen's liens.
5. Zoning and other restrictions imposed by governmental authority

SPECIAL EXCEPTIONS

- No special exceptions exist
- Special exceptions (indicate details on separate sheet)

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the water and sewer agreement, assignment, warranty deed, easement, covenant and unity of title, as applicable.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice law in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this _____ day of _____, 2015

Victoria Mendez, Esq.
ASSISTANT CITY ATTORNEY
OFFICE OF THE CITY ATTORNEY
444 S.W. 2ND Avenue, Suite 945
Miami, Florida 33130-1910
(305) 416-1800
Florida Bar#

MIAMI SPRINGS AQUATIC CENTER, ID# 22339

AGREEMENT
FOR
WATER AND SANITARY SEWER FACILITIES
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF MIAMI SPRINGS

This instrument prepared by:

Douglas Pile, Esq.
New Business Contracting Officer
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

19
\$ 163.00

THIS AGREEMENT, made and entered into at Miami-Dade County, Florida, this _____ day of _____, 2015, by and between **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "**COUNTY**", whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, and **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, hereinafter designated as the "**CITY**", whose mailing address is: 201 Westward Drive, Miami Springs, Florida 33166.

W I T N E S S E T H:

WHEREAS, the **CITY** desires to relocate and install off-site water and sewer main facilities abutting property owned by the **CITY**, and

WHEREAS, the **Miami-Dade Water and Sewer Department**, hereinafter designated as the "**DEPARTMENT**", operates the water and sewage systems owned by the **COUNTY**.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. **CITY'S PROPERTY.** The **CITY** owns a certain tract of land in Miami-Dade County, Florida, which is legally described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter sometimes described as the "**CITY'S** property". The **CITY** has requested that the **DEPARTMENT** render water and sewer service to the **CITY'S** property and the **COUNTY** agrees to do so subject to the terms, covenants and conditions contained herein.

2. **WAIVER.** No delay or failure to exercise a right under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the parties under this Agreement or any other Agreement. No order or directive given by the **COUNTY** or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

3. **CITY ACKNOWLEDGMENT.** The **CITY** hereby acknowledges and agrees that any right to connect the **CITY'S** property to the **COUNTY'S** sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the **COUNTY** and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

4. **PROVISION OF SERVICE AND CONNECTION CHARGES.** The **COUNTY** will provide an adequate domestic water supply for the **CITY'S** property and will receive and dispose of sanitary sewage from the **CITY 'S** property. The **CITY** shall pay water and sewer connection charges for all those units to be constructed on the **CITY 'S** property subject to the limitations specified herein. The **CITY** acknowledges that, to the extent that water or sewer service will ultimately be rendered to the **CITY 'S** property by a volume customer, the **CITY** is a new retail user provided water or sewer service from a volume customer, and acknowledges that it is responsible for payment of connection charges; however, in the event that water or sewer service is provided directly by the **COUNTY**, the **CITY** acknowledges that it is a new retail customer of the **COUNTY** and accordingly also liable for payment of connection charges. The **CITY** may be considered both a new retail customer and a new retail user provided service by a volume customer in the event that the **COUNTY** provides water service to the **CITY'S** property and a volume customer provides sewer service, or vice-versa. The connection charges are based on the average daily gallons for the various building units and/or use as shown on **Exhibit "B"** attached hereto and made a part hereof, and as revised by the **COUNTY** from time to time, multiplied by the applicable rates established by the **COUNTY**. The **DEVELOPER** intends to demolish, or has completed demolition of a public pool for one hundred eighty-six (186) persons, previously connected to the **COUNTY'S** water and sewer systems, representing an average daily gallonage credit of five thousand five hundred eighty (5,580) gallons; and intends to construct and connect to the **COUNTY'S** water and sewer system five thousand one hundred (5,100) square feet of community center, representing an average daily gallonage of five hundred ten (510) gallons, and a public pool/splash area for one hundred eighty (180) persons, representing an average daily gallonage of five thousand four hundred (5,400) gallons. Therefore, the agreed total average daily gallonage is three hundred thirty (330) gallons, resulting in combined water and sewer connection charges in the amount of two thousand three hundred six dollars and seventy cents (\$2,306.70). The **DEPARTMENT** shall allow the water gallonage credits for the previously existing and connected structures shown above that will be and/or have been demolished within the **DEVELOPER'S** property. However, it is the **DEVELOPER'S** sole responsibility to provide

the **DEPARTMENT** with sufficient evidence of completed demolition, which shall include the type, size, and/or number of units for said previous structures using **Exhibit "B"**, subject to review and approval of the **COUNTY** prior to the **DEPARTMENT** allowing any gallonage credits. Water and sewer connection charges shall be calculated at the rates in effect at the time of actual connection to the **COUNTY'S** water and sewer systems. The **DEPARTMENT'S** current connection charge rates are one dollar and thirty-nine cents (\$1.39) and five dollars and sixty cents (\$5.60) per gallon per day for water and sewer, respectively. The water and sewer connection charge rates are subject to revision by the Board of County Commissioners at any time. The **CITY** shall pay fees and/or charges specified herein at the time of issuance of Verifications Form(s). The **DEPARTMENT** shall not, under any circumstances, render water and/or sewer service to the **CITY'S** property until such time as the fees and/or charges specified herein have been paid in full.

5. **OTHER USES ON THE PROPERTY.** If the **CITY** constructs buildings other than those outlined in paragraph 4 above, or otherwise changes the use of structures built such that paragraph 4 is no longer an accurate description of the uses at the **CITY'S** property, the **COUNTY** shall determine if additional capacity is needed, as calculated using **Exhibit "B"** attached hereto and as revised by the **COUNTY** from time to time. If additional capacity is required, connection charges, computed at prevailing rates, capacity allocation, if available, and construction connection charges, if any, shall be required to be paid by the **CITY**. If requested by the **DEPARTMENT**, the **CITY** shall provide the **COUNTY** a list of all tenants and building units and/or use prior to the installation of any water meters and/or rendition of sewer service by the **COUNTY** for the **CITY'S** property.

6. **POINTS OF CONNECTION.** The **COUNTY** owns and operates an existing eight (8) inch water main (E-13381-3) in Apache Street at Swan Avenue, to which the **CITY** shall connect and extend an eight (8) inch water main easterly in Swan Avenue to a point as required to provide service to the proposed development and/or to connect a fire hydrant, interconnecting to an existing six (6) inch water main at that location. If the Fire Department requires a fire hydrant in Chippewa Street, then the **CITY** shall connect to the aforementioned proposed eight (8) inch water main in Swan Avenue west of Chippewa Street, and extend an eight (8) inch water main easterly in Swan Avenue to Chippewa Street, interconnecting to an existing six (6) inch water main at that location, then southerly in Chippewa Street to a point as required to feed the hydrant, interconnecting to an existing two (2) inch water main at that location. If the Fire Department requires a fire hydrant in Westward Drive, then the **CITY** shall connect to an existing eight (8) inch water main in Apache Street at Westward Drive, and extend an eight (8) inch water main easterly in Westward Drive to a point as required to feed the hydrant. Any public water main extension within the property shall be eight (8) inches minimum in diameter. If two (2) or more fire hydrants are to be connected to a public water main extension within the property,

then the water system shall be looped with two (2) points of connection. The **COUNTY** also owns and operates existing eight (8) inch gravity sewer mains located in Swan Avenue and/or in Chippewa Street, abutting the northern and/or eastern boundaries of the property, to any of which the **CITY** shall connect, provided there is sufficient depth and that there are no obstacles which would preclude construction of the sewer. If unity of title does not apply, then any gravity sewer within the property shall be public and eight (8) inch minimum in diameter. Other points of connection may be established subject to approval of the **DEPARTMENT**.

7. **DESIGN AND CONSTRUCTION OF FACILITIES.** The **CITY** at its own cost and expense shall cause to be designed, constructed and installed all of the necessary water and/or sewer facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, air release valves, gravity sewer mains, laterals, manholes and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall meet the requirements set forth in the latest revision of the **DEPARTMENT'S** "Rules and Regulations" for water and sewer service, shall be in accordance with the latest revision of the **DEPARTMENT'S** "Design and Construction Standard Specifications and Details", and shall be subject to approval by the **DEPARTMENT**.

8. **INSPECTION.** The **COUNTY** shall have the right but not the obligation to make engineering inspections of all the construction work performed by the **CITY** under the terms of this Agreement including private facilities not to be conveyed to the **COUNTY**. Such inspections shall not be construed to constitute any guarantee on the part of the **COUNTY** as to the quality and condition of materials and workmanship. Any inspections by the **DEPARTMENT** shall not relieve the **CITY** of any responsibility for proper construction of said facilities in accordance with approved plans and specifications. Furthermore, any inspections by the **DEPARTMENT** shall not relieve the **CITY** of responsibility for the quality and condition of materials and workmanship.

9. **TESTS.** During construction and at the time when various tests are required, the **COUNTY'S** engineer or its authorized representative, together with the **CITY'S** engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The **CITY** shall notify the **COUNTY** a minimum of twenty-four (24) hours in advance of the tests.

10. **CONSTRUCTION MEETINGS.** The COUNTY reserves the right to schedule construction meetings with the CITY'S representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the COUNTY with respect to project related matters upon twenty-four (24) hours' notice.

11. **SUBCONTRACTORS AND CONSULTANTS.** The COUNTY reserves the right, at any time, to bar any subcontractor or consultant employed by the CITY from engaging in any sort of work or activity related to this Agreement, if such be in the interests of the COUNTY. In the event the COUNTY rejects any subcontractor or consultant, said subcontractor or consultant will immediately cease work on anything related to this Agreement. The CITY shall not be entitled to compensation for any monies previously paid to any subcontractor or consultant if said subcontractor or consultant is rejected by the COUNTY.

12. **COMPLIANCE WITH ALL LAWS.** The CITY, at its own cost and expense, shall comply with all applicable laws, statutes, rules, and ordinances in carrying out the activities contemplated herein.

13. **APPROVALS AND PERMITS.** The CITY shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement. Notwithstanding anything else contained herein to the contrary, this Agreement shall not constitute or be interpreted as a waiver of any requirements of any other agency of Miami-Dade County and/or any requirements of the Code of Miami-Dade County. The CITY is responsible for obtaining all permits as may be required for the work contemplated herein pursuant to the Code of Miami-Dade County.

14. **WATER SERVICE LINES.** Any water service lines two (2) inches or less in diameter that are required for the CITY'S property which will be directly connected to existing mains owned by the COUNTY shall be installed by COUNTY personnel only. The CITY hereby agrees to pay to the COUNTY its standard water service line installation charge, permit fees and service fees prior to any such installation.

15. **FACILITIES EASEMENTS** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a twelve (12) foot wide easement for water facilities and fifteen (15) foot wide easement for sewer facilities. Both require a twenty-five (25) foot minimum vertical clearance above the finished grade. The DEPARTMENT shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the COUNTY by the CITY prior

to the **COUNTY'S** installation of a water meter and/or the rendition of sewer service to the **CITY'S** property. The **CITY** may not place any pavers or other structures in an easement area which would prevent the **DEPARTMENT**, at its sole discretion, from making full use of the easement, and the **CITY** shall remove same, at the **CITY'S** cost, at the direction of the **COUNTY**. The **CITY** may place pavers or other structures in the easement area if such pavers or other structures can be removed, with minimal effort by the **DEPARTMENT**, in the event that such pavers or other structures need to be removed in order for the **DEPARTMENT** to make use of the easement; the **CITY** places such pavers or other structures in the easement area at its own risk, and the **DEPARTMENT** shall not be liable for any costs incurred by the **CITY** in replacing any such pavers or other structures removed by the **DEPARTMENT**.

16. **CONNECTION/FRONTAGE BY OTHERS.** Parties other than the **CITY** who own property, other than the **CITY'S** property, which has frontage to any water main installed pursuant to this Agreement, may apply to the **COUNTY** for connections to said water main. If said parties actually connect and/or abut said facilities, the **COUNTY** will impose a construction connection charge equal to thirty dollars (\$30.00) for the eight (8) inch water main, multiplied by the front foot length of the connecting/abutting property which fronts and/or abuts the water main as measured along the route of the main. The **COUNTY** will also impose construction connection charges on such other parties if said water main is required, in accordance with guidelines and criteria established by the **DEPARTMENT**, in order to provide adequate service for the fronting/abutting property. Said construction connection charges will not be required or collected from other parties for single-family residences occupied or under construction prior to the date of this Agreement. The **COUNTY** shall repay said construction connection charges to the **CITY** within one hundred eighty (180) days of receipt of same. However, the **COUNTY'S** liability for repayment to the **CITY** shall be limited to those amounts actually collected from others. This provision shall remain in effect for a period of twelve (12) years from the date of the Absolute Bill of Sale for the water main facilities constructed by the **CITY**. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes**, will accrue on all construction connection charges from the date of the Absolute Bill of Sale for the water main facilities constructed by the **CITY** to the date of payment by the connecting/abutting party. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes**, at the time of payment by the connecting/abutting party. It shall be the **CITY'S** responsibility to provide the **COUNTY** with current mailing addresses during the twelve (12) year period. In accordance with the **DEPARTMENT'S** "Schedule of Water and Wastewater Fees and Charges" the **DEPARTMENT** shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

17. **CONVEYANCE OF TITLE.** Conveyance of all easements shall be by separate instruments in recordable form as approved by the **COUNTY** and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida, which states that the **CITY** is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the **COUNTY**. The opinion shall also state that upon execution by the **CITY**, a valid and enforceable easement will be vested to the **COUNTY**. The **CITY** shall pay for all recording fees and for all documentary stamps. The details for all conveyances are specified herein. Failure of the **CITY** to provide proper conveyances shall be cause for the **COUNTY** to refuse to render service to the **CITY'S** property.

18. **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the water and/or sewer facilities contemplated herein for **COUNTY** ownership, the **COUNTY** shall provide conveyance documents, which may include bills of sale, releases of lien, grants of easement for execution by the **CITY**. The properly executed documents shall be delivered to and accepted by the **COUNTY** prior to the rendition of water and/or sewer service by the **COUNTY**. The **CITY** shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied by copies of paid bills and/or lien waivers, releases, or satisfactions from all persons who performed work on the **CITY'S** property and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the **CITY** shall furnish the **COUNTY** with one (1) set of mylar as-built drawings showing specific locations and depths among other things, of all facilities as located by a licensed surveyor, along with five (5) prints of the as-built drawings which have been sealed by a surveyor and certified by the engineer of record. Approval by the **COUNTY** of all required conveyance documents, drawings and survey specified herein shall constitute final acceptance by the **COUNTY** of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the **COUNTY** and under the exclusive control and operation of the **COUNTY**.

19. **WARRANTY AND MAINTENANCE BOND.** The **CITY** warrants that the water and sewer facilities to be owned by the **COUNTY** shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the **COUNTY**. Simultaneously with the conveyance of the water and/or sewer facilities, the **CITY** shall deliver to the **COUNTY** an executed maintenance bond or alternate security deposit acceptable to the **DEPARTMENT**, which guarantees the warranty. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the

COUNTY of those repairs and/or replacement. The bond shall be in the amount equal to the sum of those portions of the actual cost of construction of said facilities as follows:

<u>Types of Facilities</u>	<u>Percentage of Actual Construction Cost</u>
Water mains	25

The bonds shall have as the surety thereon only such surety company as is acceptable to the COUNTY and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must have a **Best's Key Rating Guide General Policyholder's Rating of "A"** or better and a **Financial Category of Class "V"** or better or be acceptable to the COUNTY. The attorney-in-fact or other officer who signs a bond must file with such bonds a certified copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the CITY'S contractor as "Principal" and the CITY and the COUNTY as "Co-obligees" or the COUNTY as sole "Obligee". In the alternative, the CITY may be named as "Principal" and the COUNTY as "Obligee". The Maintenance Bond shall remain in force for one (1) year following the date of final acceptance by the COUNTY of the work done pursuant to this Agreement to protect the COUNTY against losses resulting from any and all defects in materials or improper performance of work. If there is no building construction underway within the CITY'S property at the time of conveyance, the COUNTY shall have the right to require that the term of the Maintenance Bond be extended for a period not to exceed an additional two (2) years. Upon demand by the COUNTY, the CITY shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the COUNTY shall make such repairs and/or replacements of defective work and/or materials and the CITY and/or its Surety shall be liable to the COUNTY for all costs arising therefrom. The CITY also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment.

20. **TERM OF AGREEMENT.** Both the CITY and the COUNTY recognize that time is of the essence and that this Agreement shall be deemed null and void and unenforceable if the CITY fails to comply with any of the following conditions, where applicable:

- a. After execution of this Agreement, work on the water and sewer facilities shall commence within three hundred sixty-five (365) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the DEPARTMENT for review and approval, and, upon the DEPARTMENT'S issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the water and/or sewer facilities throughout the day on each full working day,

- weather permitting.
- b. Once the **CITY** commences work on the water and sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding three hundred sixty-five (365) days.
 - c. The remedies specified herein are cumulative with and supplemental to any other rights which the **COUNTY** may have pursuant to the law or any other provision of this agreement.

21. **INDEMNIFICATION CLAUSE.** The **CITY** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of relating to or resulting from the performance of this Agreement by the **CITY** or its employees, agents, servants, partners, principals, contractors and/or subcontractors. The **CITY** shall pay subject to the limitations of **Section 768.28 Florida Statutes**, all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The **CITY** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **CITY** shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided. The provisions in this clause shall survive the termination or expiration of this Agreement subject to the limitations of **Section 768.28 Florida Statutes**.

22. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to water and/or sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by either party and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

23. **SERVICE CHARGES.** The CITY agrees to pay to the COUNTY the prevailing service charges for water supply and fire protection, sewage collection and disposal within the CITY'S property as may be applicable until the responsibility for payment of said charges is properly transferred in accordance with the COUNTY'S regulations.

24. **USE OF FACILITIES BY COUNTY.** The COUNTY reserves the right to make full use of the water and/or sewer facilities to be owned by the COUNTY as contemplated herein to serve other customers at any time.

25. **OPINION OF TITLE.** With the execution of this Agreement, the CITY at its own expense shall deliver to the DEPARTMENT an opinion of title for the CITY'S property, issued by a qualified attorney licensed to practice law in the State of Florida, which states that the CITY owns fee simple title to the property referred to herein.

26. **BACTERIOLOGICAL TESTS AND INDEMNIFICATION.** DEP requires that prior to the rendition of any new water service by the DEPARTMENT, bacteriological tests must be performed. It is the responsibility of the CITY to comply with all such requirements and to obtain all necessary approvals. In addition, the use of floating meters for construction purposes is subject to State of Florida requirements and approval by the COUNTY. The CITY may request approval for the use of floating meters prior to actual conveyance of title to the facilities to the COUNTY. However, the COUNTY may be required to execute documents to Miami-Dade Department of Regulatory and Economic Resources (RER) or State of Florida Department of Health (DOH), which state that the COUNTY has accepted title to the facilities. If the COUNTY is required to execute such documents, the CITY agrees to indemnify and hold the COUNTY harmless from and against all claims, actions, judgments, damages, loss, cost and expense including reasonable attorney's fees which may be incurred by the COUNTY in connection with the rendition of water service through the facilities constructed and installed by the CITY prior to conveyance of title to the COUNTY, including but not limited to those that result from failure to properly maintain and repair the water facilities.

27. **ASSIGNMENT OF AGREEMENT.** No right to any water supply and sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director of the DEPARTMENT or his designee except as noted below. The consent of the DEPARTMENT shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent

of the **DEPARTMENT** for assignments or transfers of any water and sewage disposal capacity allocation to any party who holds such property as an investment for resale or who intends to develop for sale a portion of the **CITY'S** property, so that the **COUNTY** can adequately determine the demand for water and sewage disposal capacity and plan for the fair and equitable allocation of water and sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the **DEPARTMENT**. If the **CITY'S** property is transferred or conveyed, the **CITY** shall remain liable to the **COUNTY** for all sums of money and all obligations due hereunder unless released in writing by the **COUNTY**.

28. **ENTIRE AGREEMENT.** This Agreement supersedes all previous agreements and representations, whether oral or written, between the **CITY** and the **COUNTY** and made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the **CITY** and the **COUNTY**.

29. **NOTICE.** All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified on page 2 of this Agreement or addresses otherwise properly furnished.

30. **RECORDING OF AGREEMENT.** This Agreement is being recorded in the public records of Miami-Dade County, Florida, for the particular purpose of placing all owners and occupants, their successors and assigns, upon notice of the provisions herein contained. The **CITY** shall pay all recording fees.

31. **FLORIDA LAW.** This Agreement shall be interpreted under Florida law. Venue for any litigation relating to this Agreement shall be had in Miami-Dade County, Florida.

32. **SEVERABILITY.** If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI-DADE COUNTY

signature

By: _____
Tom Marko, Development Coordinator
For: Lester Sola, Director
Miami-Dade Water and Sewer Department

print name

signature

print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **Tom Marko, Development Coordinator**, for **Lester Sola, Director**, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

Notary Public

print name

Serial Number

MIAMI SPRINGS AQUATIC CENTER, ID# 22339

ATTEST:

CITY OF MIAMI SPRINGS,
A FLORIDA MUNICIPAL
CORPORATION

By: _____(SEAL) By: _____(SEAL)

_____, City Clerk _____, City Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as **City Clerk**, and _____, as **City Manager**, of the **City of Miami Springs**, a Florida municipal corporation, on behalf of the municipality. They are personally known to me or have produced _____ as identification and did/did not take an oath.

Notary Public

print name

Serial Number

Approved for Legal Sufficiency:

Assistant County Attorney

MIAMI SPRINGS AQUATIC CENTER, ID# 22339

**EXHIBIT "A" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF MIAMI SPRINGS**

LEGAL DESCRIPTION

Lots 1 through 31, in Block 6, of GOLF COURSE ADDITION TO THE TOWN OF HIALEAH AMENDED PLAT, according to the Plat thereof, as recorded in Plat book 8, at Page 91, of the Public Records of Miami-Dade County, Florida.



MIAMI - DADE WATER AND SEWER DEPARTMENT

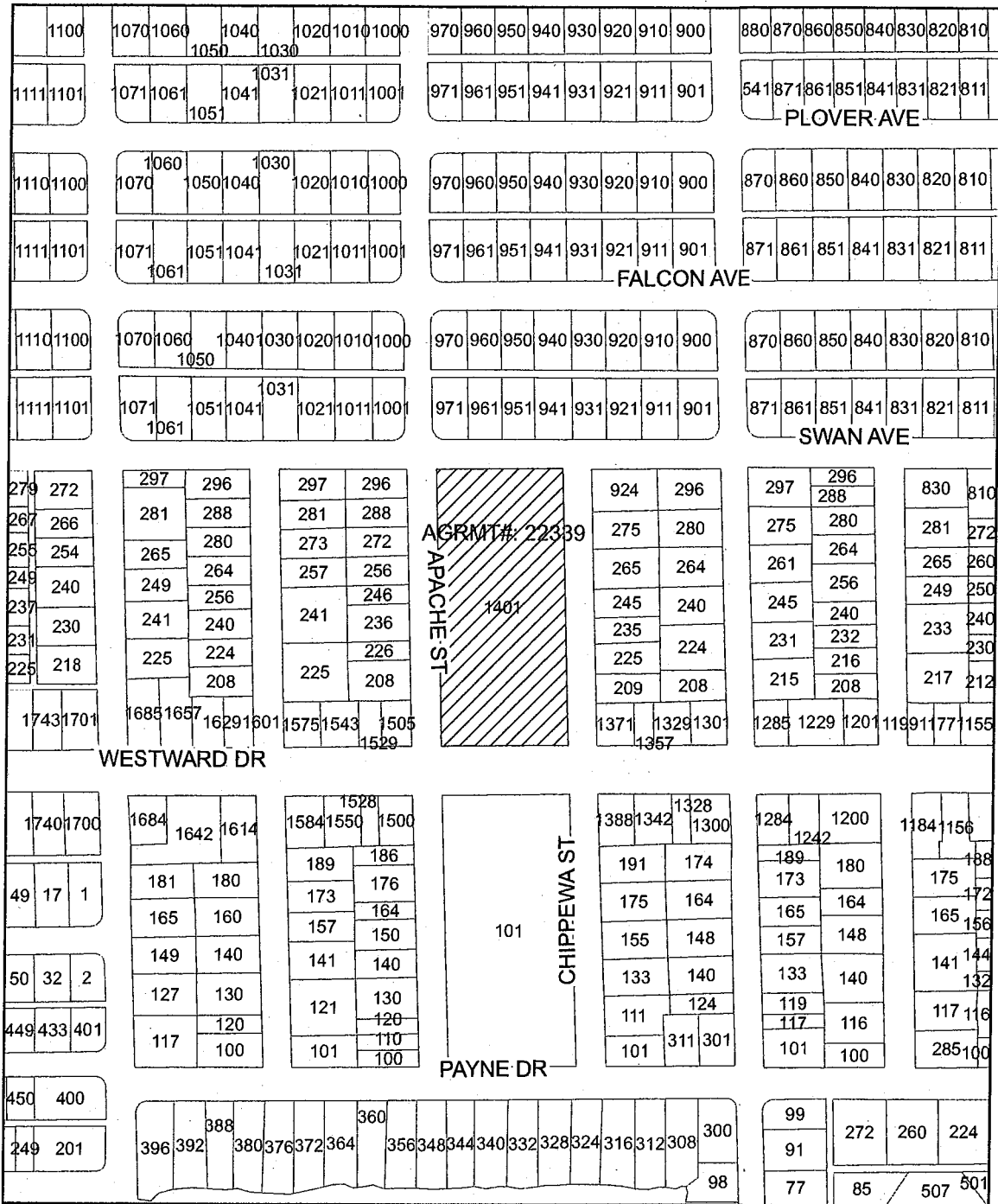


EXHIBIT "A" - 1

LOCATION SKETCH
 SCALE: N.T.S
 -THIS IS NOT A SURVEY-

MIAMI SPRINGS AQUATIC CENTER
AGMT ID# 22339
FOLIO# 05-3024-004-0630
MIAMI-DADE COUNTY SEC 24-53-40
MAY 1, 2015

**EXHIBIT "B" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF MIAMI SPRINGS**

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

TYPES OF LAND USES

GALLONS PER DAY (GPD)

<u>TYPES OF LAND USES</u>	<u>GALLONS PER DAY (GPD)</u>
RESIDENTIAL LAND USES	
Single Family Residence	220 gpd/unit (under 3,001 sq. ft.)
	320 gpd/unit (3,001-5,000 sq. ft.)
	550 gpd/unit (over 5,000 sq. ft.)
Townhouse Residence	180 gpd/unit
Apartment	150 gpd/unit
Mobile Home Residence/Park	180 gpd/unit
Duplex or Twin Home Residence	180 gpd/unit
COMMERCIAL LAND USES	
Barber Shop	15 gpd/100 sq. ft.
Beauty Shop	25 gpd/1 00 sq. ft.
Bowling Alley	100 gpd/lane
Dentist's Office	20 gpd/100 sq. ft.
Physician's Office	20 gpd/100 sq. ft.
Bar and Cocktail Lounge	20 gpd/100 sq. ft.
Restaurant	
a) Full Service	100 gpd/100 sq. ft.
b) Fast-Food	50 gpd/100 sq. ft.
c) Take-Out	100 gpd/100 sq. ft.
Hotel or Motel	100 gpd/room
Office Building (County)	5 gpd/100 sq. ft.
Office Building (Other)	5 gpd/100 sq. ft.
Motor Vehicle Service Station	10 gpd/100 sq. ft.
Shopping Center/Mall	
a) Retail/Store	10 gpd/100 sq. ft.
Stadium, Racetrack, Ballpark, Fronton, Auditorium, etc.	3 gpd/seat
Retail/Store	10 gpd/100 sq. ft.
Theater	
a) Indoor Auditorium	3 gpd/seat
b) Outdoor Drive-in	5 gpd/space
Camper or R.V. Trailer Park	150 gpd/space
Banquet Hall	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.

MIAMI SPRINGS AQUATIC CENTER, ID# 22339

TYPES OF LAND USES (CONTINUED)

GALLONS PER DAY (GPD)

Car Wash	
a) Hand-Type	350 gpd/bay
b) Automated (drive through)	5,500 gpd/bay
Coin Laundry	145 gpd/washer
Country Club	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.
Funeral Home	10 gpd/100 sq. ft.
Gas Station/Convenience Store/Mini-Mart	450 gpd/unit
a) w/ Single Automated Car Wash	1,750 gpd/unit
Health Spa or Gym	10 gpd/100 sq. ft.
Veterinarian Office	20 gpd/100 sq. ft.
Kennel	15 gpd/cage
Marina	60 gpd/slip
Food Preparation Outlet (Bakeries, Meat Markets, Commissaries, etc.)	35 gpd/100 sq. ft.
Pet Grooming	55 gpd/100 sq. ft.
INDUSTRIAL LAND USES	
Airport	
a) Common Area/Concourse	5 gpd/100 sq. ft.
b) Retail/Store	10 gpd/100 sq. ft.
c) Food Service	see restaurant use
House of Worship	10 gpd/100 sq. ft.
Hospital	250 gpd/bed
Nursing/Convalescent Home	150 gpd/bed
Public Park	
a) With toilets only	5 gpd/person
b) With toilets and showers	20 gpd/person
Other Residential Institution/Facility	CLF: 75 gpd/bed
	JAIL: 150 gpd/bed
	OTHER: 100 gpd/person
School	
a) Day care/Nursery	20 gpd/100 sq. ft.
b) Regular School (with or without cafeteria)	12 gpd/100 sq. ft.
Public Swimming Pool Facility	30 gpd/person
Industrial	
a) Warehouse/Spec. Building	1 gpd/100 sq. ft.
b) Mini Storage	1.5 gpd/100 sq. ft.
c) Industrial - Wet	20 gpd/100 sq. ft.
d) Industrial - Dry	2.5 gpd/100 sq. ft.

LEGEND:

gpd - gallons per day
sq. ft. - square feet

NOTES:

- 1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.
- 2) Condominiums shall be rated in accordance with the specific type of use (e.g., apartment, townhouse, warehouse, etc.).

EXHIBIT "C" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF MIAMI SPRINGS

BUILDING CONNECTION SCHEDULE

<u>TYPE AND NUMBER OF UNITS</u>	<u>GALLONAGE (gpd)</u>	<u>COMPLETION OF BUILDING CONNECTION</u>
Construct and connect to the County's water and sewer systems: 5,100 sq-ft of community center	510	2015 – 2016
Pool/splash area for 180 people	5,400	2015 - 2016
Demolish pool for 186 people	-5,580 (credit)	N/A



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, CMC, City Clerk
VIA: Elora R. Sakal, Deputy City Clerk
DATE: August 19, 2015
SUBJECT: Board of Parks and Parkways Recommendation

At their last meeting on August 12, 2015, the Board of Parks and Parkways recommended the following to Council:

1. Yard of the Month

- a) Yard of the Month - September - 220 Hunting Lodge Drive

By consensus, the Board agreed to nominate 220 Hunting Lodge Drive as the September, 2015 yard of the month.

- b) Yard of the Month - October - 1001 Swan Avenue

By consensus, the Board agreed to nominate 1001 Swan Avenue as the October, 2015 yard of the month.