



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

Vice Mayor Bob Best
Councilwoman Roslyn Buckner

Councilman Billy Bain
Councilman Jaime Petralanda

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

CITY COUNCIL REGULAR MEETING AGENDA **Monday, September 28, 2015 – 7:00 p.m.** **City Hall, Council Chambers, 201 Westward Drive**

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

Salute to the Flag: Audience Participation
- 3. Awards & Presentations:**
 - A) Swearing-in Ceremony for newly hired Miami Springs Police Officers Denise Martinez and Michael Garcia
 - B) Introduction of newly promoted Miami Springs Police Sergeants Carlos Nuñez and Alberto Sandoval
 - C) Unit Citation Award for the month of August to the Miami Springs Police Department Midnight Shift: Sgt. F. Perez, Ofc. A. Sandoval, Ofc. E. Estok, Ofc. N. Figueredo, Ofc. C. Dweck, Ofc. R. Castillo and Ofc. B. Nickerson
 - D) Yard of the Month Award for October 2015 - 1001 Swan Avenue – Joan and Walt Dworak
- 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) September 14, 2015 – Regular Meeting
- 6. Reports from Boards & Commissions:**
 - A) Board of Adjustment – Approval of Actions Taken at their Meeting of September 21, 2015 Subject to the 10-day Appeal Period

7. Public Hearings:

A) A Resolution Of The City Council Of The City Of Miami Springs, Florida Adopting The Final Levying Of Ad Valorem Taxes For General Operations For The City Of Miami Springs For The Fiscal Year 2015-2016; Providing For An Effective Date

B) A Resolution Of The City Council Of The City Of Miami Springs, Florida Adopting The Final General Fund, Special Revenue Funds, Debt Service Fund, And Enterprise Fund Budgets For The Fiscal Year 2015-2016; Authorizing The City Manager To Proceed With Implementation Of Service Programs And Projects; Prohibiting Unauthorized Liabilities And Expenditures Of Funds; Providing For An Effective Date

8. Consent Agenda: (Funded and/or Budgeted) None

9. Old Business:

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

10. New Business:

A) Resolution - A Resolution Of The City Council Of The City Of Miami Springs Amending The Current Schedule Of Charges For The Use Of City Recreation Facilities And Related Services; Effective Date

B) Approval of Facility Agreement for Theatrical Services – Pelican Playhouse

C) Approval of the Memorandum and the First Amendment to Flagpole Antenna Lease Agreement with STC Five LLC and the City of Miami Springs

D) Approval of Memorandum of Understanding with the F.O.P.

11. Other Business: None


12. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

13. Adjourn

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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

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.



AGENDA MEMORANDUM

Meeting Date: September 28th, 2015

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

Via: Ron Gorland, City Manager

From: *Armando Guzman* 9/21/2015
Armando Guzman, Chief of Police

Subject:

Recommendation: Swearing –in and Introduction to the Honorable Mayor and City Council of newly hired Officers Denise Martinez and Michael Garcia.

These two new officers will be filling vacancies created as a result of re-tirements.

Fiscal Impact (If applicable): N/A Budgeted

Submission Date and Time: 9/21/2015 11:50 AM

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

Meeting Date: September 28th, 2015

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

Via: Ron Gorland, City Manager

From: Armando Guzman, Chief of Police *Armando Guzman 9/23/15*

Subject:

Recommendation: Introduction to the Honorable Mayor and City Council of newly promoted Sergeants Carlos Nunez and Alberto Sandoval.

Discussion/Analysis: These promotions will be filling existing vacancies in the Sergeants rank.

Fiscal Impact (If applicable): N/A Budgeted.

Submission Date and Time: 9/21/2015 11:59 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Miami Springs Police</u>	Dept. Head: <i>Armando Guzman 9/23/15</i>	Dept./ Desc.: _____
Prepared by: <u>Armando Guzman</u>	Procurement: _____	Account No.: _____
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____



AGENDA MEMORANDUM

Meeting Date: September 28, 2015

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

Via: Ron Gorland, City Manager

From: *Armando Guzman* 9/21/2015
Armando Guzman, Chief of Police

Subject:

Recommendation: To the Honorable Mayor and City Council the presentation of the Unit Citation for the month of August to the members of the Miami Springs Police Department Mid-night shift: Sgt. F. Perez, Ofc. A. Sandoval, Ofc. E. Estok, Ofc. N. Figueredo, Ofc. C. Dweck, Ofc. R. Castillo and Ofc. B. Nickerson.

Discussion/Analysis: This commendation details a series of vehicle burglaries along South Royal Poinciana Boulevard that occurred during the early mornings of 08/14/2015. The quick response, teamwork, diligence and professionalism resulted in the arrest of a serial burglar/career criminal and the recovery of stolen property belonging to several victims.

Fiscal Impact (If applicable): N/A

Submission Date and Time: 9/21/2015 1:36 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Miami Springs Police</u>	Dept. Head: <i>Armando Guzman</i> 9/21/15	Dept./ Desc.: _____
Prepared by: <u>Armando Guzman</u>	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/Funded <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____



Miami Springs
Police Department

Memorandum

To: Sergeant Frank L. Perez
Officer Albert Sandoval
Officer Erik M. Estok
Officer Nelson M. Figueredo
Officer Christopher T. Dweck
Officer Robert L. Castillo
Officer Brian S. Nickerson

From: 
Armando Guzman, Chief of Police

Subject: Unit Citation Award

Date: September 11, 2015

On 9/1/15, Lieutenant John Mulla authored a Letter of Commendation and recommended that our shift receive the Unit Citation Award for the month of August. The Commendation describes details a series of vehicle burglaries along South Royal Poinciana Boulevard that occurred during the early morning hours of 8/14/15. Your quick response, teamwork, diligence and professionalism resulted in the arrest of a serial burglar/career criminal and the recovery of stolen property belonging to several victims.

You are invited to attend the regularly-scheduled City Council Meeting on September 28th at 7:00 p.m., when this award will be publicly presented to you. You are invited to bring with you any family members, friends, or associates to share in this occasion.

I congratulate the Midnight Shift for your outstanding performance, and compliment each of you on your professionalism. Your actions are a positive reflection on the professional reputation of the entire Miami Springs Police Department.

/lc

Attachment

cc: City Manager R. Gorland
Lieutenant R. Walker
Lieutenant J. Mulla
Lieutenant J. Deal
CPO
Personnel File
Bulletin Board✓

UNIT CITATION AWARD



MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Frank Perez **I.D. #** 0156

Classification: Police Sergeant **Assignment:** Patrol – Midnight Shift

At 0518 hours, on August 14, 2015, Officer Nickerson was dispatched to a Vehicle Burglary at 671 South Royal Poinciana Boulevard. Approximately three minutes later, Sgt. Perez arrived on scene to verify if the victim's vehicle needed processing and to assist Officer Nickerson. A few minutes later, Officer Figueredo was dispatched to a different vehicle burglary at 333 South Royal Poinciana Boulevard. Shortly after, Sgt. Perez arrived on the second scene to verify if the victim's vehicle needed processing and to assist Officer Figueredo. Approximately three minutes later, Officer Castillo, R. (who had been en route to also assist Officer Figueredo) was flagged down in front of 241 South Royal Poinciana Boulevard by a witness claiming to have seen a White Male, approximately 5'8", wearing a gold chain, and dressed in black clothing rummaging through the inside of her father's vehicle. The witness also stated that her father was out of the country and that she was the only other person allowed to enter her father's vehicle.

Officer Castillo, R. immediately issued a BOLO on MSPD local frequency. Officer Sandoval, Officer Dweck, Officer Nickerson, and Sgt. Perez began responding to Officer Castillo, R.'s location. While Officers were responding to the scene, an anonymous complainant flagged down Sgt. Perez in front of 257 South Royal Poinciana Boulevard and advised that a White Male matching the subject description had been seen running eastbound through the rear parking lot of 257 South Royal Poinciana Boulevard. Sgt. Perez discovered another Vehicle Burglary victim in the rear parking lot but the subject had already fled into the parking lot bordering the east side of the building.

Approximately 2-3 minutes after the initial BOLO transmission (as Officers were arriving to set up a perimeter), Officer Figueredo observed a White Male matching the subject description jump the wall from the rear parking lot of 309 South Royal Poinciana Boulevard into the rear parking lot of 333 South Royal Poinciana Boulevard. The subject then attempted to conceal himself between vehicles. Officer Figueredo drew his Taser (without activating it) and immediately gave verbal commands to the subject to stay where he was and lay face down on the ground. The subject turned around and ran northbound until he jumped a fence separating the rear of the parking lot and the Miami River canal. He then jumped into the canal and began swimming to the other side. Officer Figueredo relayed the information to all MSPD Units.

Officer Sandoval, Officer Dweck, Officer Nickerson, and Officer Castillo, R. immediately responded to the 400 block of SE Okeechobee Road canal bank. Sgt. Perez remained in the rear parking lot of 257 South Royal Poinciana Boulevard monitoring the canal and Officer Figueredo remained in the rear parking lot of 333 South Royal Poinciana Boulevard maintaining visual contact with the subject as he swam across the canal. When the subject reached the canal bank on the other side, Officer Sandoval held him at gun point while Officer Dweck, Officer Nickerson, and Officer Castillo, R. jumped down to the canal bank and took the subject into custody.

COMMENDATION (Continuation)

Awarded to:

Frank Perez

I.D. #

0156

During a search incident to arrest, a stack of stolen credit cards, a stolen wallet (with cash and I.D. still inside), and a screwdriver (that had been used as a burglary tool) were found on the subject's person. After he was taken into custody, the subject complained of exhaustion and shortness of breath. Hialeah Fire Rescue #1 responded to the scene and transported the subject to Hialeah Hospital. Officer Castillo, R. followed the Rescue truck to Hialeah Hospital and maintained custody of the subject until he was later released and then transported to MSPD.

Officer Figueredo responded to 241 South Royal Poinciana Boulevard to further interview the witness. The witness explained that she had been in her apartment and looking out of her window which overlooks her father's vehicle when she noticed the subject rummaging through her father's vehicle. She further stated that she exited her apartment and confronted the subject. The witness advised that the subject told her that if she did not call the police that he would return the property taken from her father's vehicle. The witness said that the subject then led her to some nearby bushes where he had hidden several pieces of property and told her to take whatever was removed from her father's vehicle. The witness then led Officer Figueredo to the property hidden in the bushes which was then photographed and impounded. The witness also provided a written statement and then positively identified the subject in custody.

Officer Sandoval, Officer Dweck, Officer Nickerson, and Sgt. Perez searched every apartment building parking lot from the 200 block to the 600 block of South Royal Poinciana Boulevard. During this search, more Vehicle Burglary victims were discovered (a total of eight victims were found but only six wanted to file a report) and more property was recovered. Every Officer assigned to the Midnight Shift actively assisted in the investigation, arrest, evidence/property processing, and documentation. This includes Officer Estok who was the acting dispatcher during the initial investigation and later stayed on overtime to help with the impounding of the evidence/property.

The Midnight Shift's timely and professional response and subsequent investigation led to the arrest of a serial burglar/career criminal (Signal 400) and the recovery of property belonging to several victims. The subject was initially charged with 5 Felonies and 2 Misdemeanors. He was also charged in reference to 4 Felony AC Warrants (issued by Miami Dade P.D.), 4 Misdemeanor Bench Warrants (issued by Miami Dade P.D.), and one Felony Warrant (issued by the Broward County Sheriff's Office). The investigation is ongoing and may ultimately lead to more charges and more cases being closed.

I would like to take this opportunity to commend the Officers mentioned in this unit citation for their highest standard of professional performance and their exemplary manner which they exhibited in this incident.

Date: 09/21/15

Distribution:

Employee Personnel File

Employee (Original)

Bulletin Board

City Manager

Recommended by:

Sergeant:

Lieutenant:

Captain:

Chief of Police:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]



CERTIFICATE OF RECOGNITION

Presented to

Walt & Joan Dworak

Of

1001 Swan Avenue

for their home being designated as

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

Presented this 28th day of September, 2015.

CITY OF MIAMI SPRINGS, FLORIDA

Zavier M. Garcia
Mayor

ATTEST

Erika Gonzalez-Santamaria, MMC
City Clerk



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, September 14, 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 7:10 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
City Attorney Jan K. Seiden
Chief of Police Armando A. Guzman
Recreation Director Omar Luna
City Clerk Erika Gonzalez-Santamaria

2. Invocation: Vice Mayor Best

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

3. Awards & Presentations:

A) City Manager Gorland introduce the Chief of Police Guzman, who presented a signed poster frame from the Church of God Miami. The poster states "Our Police are in Our Prayers, #AllLivesMatter" and signed by the parishioners.

4. Open Forum:

The following members of the public addressed the City Council: Nery Owens, 169 Corydon Drive and Gisel DeRenzo, 65 Palmetto Drive.

5. Approval of Council Minutes:

A) August 17, 2015 – Workshop Meeting

Vice Mayor Best moved to approve the minutes. 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.

B) August 24, 2015 – Regular Meeting

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

C) August 31, 2015 – Special Meeting

Vice Mayor Best moved to approve the minutes. 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: None at this time

7. Public Hearings:

A) A Resolution Of The City Council Of The City Of Miami Springs Tentatively Approving Fiscal Year 2015-2016 Budget; Confirming Date, Time And Place Of Final Public Hearing (*Discussion of prior City Council potential budget reductions; see Administration memo included with proposed budget resolution*)

City Attorney Seiden read the Resolution by title.

City Manager Gorland read the Administration Memo for the record.

Mayor Garcia opened the public hearing and there were no speakers at this time.

After brief discussion, Councilman Bain moved to approve staff's recommendations on budget reductions. 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.

City Attorney Seiden read the Resolution in its entirety with the new revenue amount and expenditure amount for the record.

Mayor Garcia opened the public hearing and Nery Owens, 169 Corydon Drive, addressed the Council. There were no other speakers, Mayor Garcia closed the public hearing.

Vice Mayor Best moved to approve Resolution. 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.

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

A) Approval of City Attorney's Invoice for August 2015 in the Amount of \$13,594.50

B) Recommendation by Golf that Council approve an expenditure to US Lubricants, the lowest responsible quote on an as needed basis in an amount not to

exceed \$6,000, for fuel costs related to golf course maintenance fleet as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (C)(2) of the City Code

C) Recommendation by Golf that Council authorize an increase to the open Purchase Order to Greens Grade Inc., utilizing the City's current contract under RFP# 01-13/14, on an "as needed basis" in the amount of \$24,916.00 for golf course maintenance labor services as funds were approved in FY 14/15 Budget, pursuant to Section §31.11(E)(5) of the City Code

D) Recommendation by Golf that Council authorize an increase to the current open Purchase Order for Yamaha, utilizing the City's current contract, on an as needed basis in the amount of \$3,601, for the lease agreement for the golf carts as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(1) of the City Code

E) Recommendation by Golf that Council authorize an increase to the current open Purchase Order Coca Cola, as a sole source provider, on an "as needed basis" in the amount of \$1,500.00, for beverages sold in our golf shop at the clubhouse as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

F) Recommendation by Golf that Council authorize an increase to the current open Purchase Order Acushnet, as a sole source provider, on an "as needed basis" in the amount \$3,000.00, for golf merchandise in our golf shop at the clubhouse as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

G) Recommendation by Public Works that Council authorize an increase to the open Purchase Order #150102 to Vector Fleet Management for overtime to the mechanics throughout the fiscal year for critical vehicle repairs under the City's current contract, in an amount not to exceed \$18,000.00, pursuant to Section §31.11 (E)(5) of the City Code

H) Recommendation by Public Works that Council authorize an increase to the open Purchase Order #150136 to Miami Tiresoles for fleet tires throughout the fiscal year for all departments, in an amount not to exceed \$5,000.00, utilizing the Florida State contract #25172500-2-WSCA-15-ACS, pursuant to Section §31.11 (E)(5) of the City Code

I) Recommendation by Bldg & Code Compliance that Council waive the competitive bid process and approve an expenditure to Evelio Mantilla, DBA Florida General & Roofing in an amount not to exceed \$3,615.00 on an "as needed basis" for Plan Reviews and Roofing/Building Inspections as funds were approved in FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

Councilman Petralanda pulled items B, C, and D for further discussion.

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

Councilman Bain made a motion to approve Consent Agenda item A, E, F, G, H, and I. 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.

City Manager Gorland read the pulled Items by title. Councilman Petralanda expressed concern on the expenditure of fuel for golf carts.

Councilman Bain made a motion to approve Consent Agenda item B. Vice Mayor Best seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, and Mayor Garcia voting Yes; Councilman Petralanda voting No.

Vice Mayor Best made a motion to approve Consent Agenda item C. Councilwoman Buckner seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, and Mayor Garcia voting Yes; Councilman Petralanda voting No.

Vice Mayor Best made a motion to approve Consent Agenda item D. Councilman Bain seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, and Mayor Garcia voting Yes; Councilman Petralanda voting No.

9. Old Business:

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

Councilman Petralanda appointed Steve Owen to the Education Advisory Board. He also appointed Michael Kobiakoff to the Ecology Board. Councilwoman Buckner appointed Miguel Becerra to the Recreation Commission.

- B) Recommendation to reject bids in response to RFP #07-14/15 for Athletic Field Maintenance Services

City Manager Gorland read the Administrative Memo for the record.

Vice Mayor Best moved to reject all old bids and issue a new RFP for field maintenance. 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.

10. New Business:

- A) Discussion and consideration of Zoning Code Amendment on Florida Rooms

City Attorney Seiden explained the changes to the proposed code in reference to allowing Florida Rooms.

Councilman Bain moved to give direction to staff to develop an ordinance proposing code amendment language on construction material. 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) Discussion and consideration of proposed Code amendment to parapet/flat roofs

City Attorney Seiden explained the changes to the proposed code in reference to allowing Florida Rooms.

Vice Mayor Best moved to direct staff to draft an ordinance with proposed amended language on roofs. 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) Approval of Facility Agreement – Little Smart Arts, LLC

City Manager Gorland read the Administrative Memo for the record.

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

D) Consideration of the Board of Parks and Parkways Recommendations for the Yard of the Month Awards for November 2015

City Manager Gorland read the Administrative Memo for the record.

Councilman Petralanda 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.

E) Consideration to approve the request made by the Miami Springs Farmers Market in the amount of \$1,287.00 for the purchase of light pole banners; funds will come from this current fiscal's year's Council promotion budget

This item was heard earlier in the agenda. Sarah Vargas, Director of the Miami Springs Farmer's Market addressed the City Council. Vice Mayor Best moved to approve the amount of \$1,500.00. 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. Other Business: None.

11. Reports & Recommendations:

A) City Attorney

City Attorney Seiden advised that the Board of Adjustment meeting was rescheduled. He stated that there was no quorum to conduct the last meeting, therefore a special meeting was scheduled for September 21st.

B) City Manager

City Manager Gorland reminded everyone that the Geiger Memorial rededication will take place Saturday, September 19th at 10am. He thanked Eric Richey, all the volunteers, contributors, and all those that participated in renovating the memorial.

C) City Council

Vice Mayor Best recognized Eric Richey from the Parks and Parkways Advisory Board for his contribution and efforts to restore the Geiger Memorial. He also stated that he had an fifteen foot Poinciana tree that he would like to donate to the Curtiss Mansion and would like to see if the city can provide the truck for transport.

Councilwoman Buckner had no report.

Councilman Petralanda had no report.

Councilman Bain requested an update from staff on the flood insurance rating. He requested that staff request the consultants to prepare the necessary information for a flood map.

Mayor Garcia reminded the Council and the public that the Optimist Club BBQ Fundraiser is this weekend. He announced that a new cupcake store opened up in town called Twice As Sweet. He also thanked the principle, students, and parents of Miami Springs Senior High School for being in Newsweek's Top 50 High Schools in the nation.

13. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:46 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 28th day of September, 2015.*

Zavier M. Garcia, Mayor

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



City of Miami Springs, Florida

The **Board of Adjustment** met in Regular Session at 7:00 p.m., on Monday, September 21, 2015 in the Council Chambers at City Hall.

1) Call to Order/Roll Call

The meeting was called to order at 7:00 p.m.

The following were present:

Chairman Manuel Pérez-Vichot
Vice Chair Ernie Aloma
Juan Molina
Bill Tallman
Bob Calvert

Also present:

City Attorney Jan K. Seiden
Planning and Zoning Director Chris Heid
Board Secretary Elora R. Sakal

2) Approval of Minutes

Minutes of the September 8, 2015 meeting were approved as written.

Board member Molina moved to approve the minutes. Board member Tallman seconded the motion which was carried unanimously on voice vote.

3) Swearing in of all witnesses and Zoning and Planning Director

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

4) New Business:

Chair Pérez-Vichot commented that he has a conflict of interest with three of the five variances. He is going to step down and the Board will hear those three variance first and then he will come back to participate in the final two variances.

- A) Case # 11-V-15
LIANA LOUGHLIN
351 DEER RUN
Zoning: R-1A
Lot Size: 10,650 SQ. FT.**

Applicant is seeking a setback variance from Section 150-041 to construct a carport addition to an existence residence.

This variance was heard after variance no. 16-V-15.

Chair Pérez-Vichot abstained from voting (attached is Form 8B Memorandum of Voting Conflict).

Planning and Zoning Director Heid read his recommendation to the Board. He had one resident who was concerned with the variance but once he reviewed the plans with them they were in support of it.

Rhonda Calvert of 101 South Drive asked if this was going to use part of the sidewalk and Vice Chair Aloma replied that this is within her property and she is asking for 1'6" towards her neighbor.

Board member Tallman moved to approve the variance subject to the conditions recommended by Staff. Board member Molina seconded the motion which carried 4-0 on roll call vote.

**B) Case # 13-V-15
JOY SPRADLEY
580 HUNTING LODGE DRIVE
Zoning: R-1A
Lot Size: 19,821 SQ. FT.**

Applicant is seeking a setback variance from Section 150-041 (E) (1) to construct additions to an existing residence.

Chair Pérez-Vichot abstained from voting (attached is Form 8B - Memorandum of Voting Conflict).

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

To answer Board member Calvert's question, City Attorney Seiden explained that the front yard has a 55% coverage requirement and the rear yard is at least 15%. This home is not in violation of that code.

Board member Molina moved to approve the variance subject to the conditions recommended by Staff. Board member Tallman seconded the motion which carried 4-0 on roll call vote.

**C) Case # 14-V-15
JORGE VALDEZ
900 PINECREST DRIVE
Zoning: R-1B
Lot Size: 8,175 SQ. FT.**

Applicant is seeking a setback variance from Section 150-034 (A) to place AC equipment in a required side yard.

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

Planning and Zoning Director Heid commented that the prohibition on the location of the mechanical equipment is essentially there to protect the neighbor and in this case the neighbor already has their equipment in that same location in their yard and is in support of this variance.

Planning and Zoning Director Heid wanted to advise the Board that there are plenty of locations where this mechanical equipment can be without a variance.

Chair Pérez-Vichot commented that the applicant has room to put the equipment behind the cabana area.

Chair Pérez-Vichot stated to the applicant that there are a couple of places where the equipment can go such as where the open patio is and Mr. Valdes replied that it is actually going to be a courtyard and a pool is going to be made in that area.

Discussions ensued regarding the site plans that were provided to the Board.

City Attorney Seiden explained that this is a vacant lot. There is no hardship to build this property in any way but in code.

Mr. Valdes stated that there is a hardship because this is a corner lot and a regular lot has 10% coverage and on this particular lot the City is requiring for him to leave 15 ft. on one side and 7.5 feet on the other side which makes that buildable lot at 52.5 ft. only.

Chair Pérez-Vichot advised Mr. Valdes that on the 15 ft. setback, the City will allow him to leave 10 ft. and place their equipment not within the 10 ft.

Planning and Zoning Director Heid agreed that he cannot put the equipment in the first 10 ft. but he can put the equipment in the next 5 ft. so he could place it without setting the house back at all or losing any width in the house.

Mr. Valdes was unaware of that and had he known that he would not have applied for a variance.

City Attorney Seiden advised Mr. Valdes that if he wishes to go back and speak to his engineer he can table this variance and bring it back to the Board or they can vote on the variance tonight.

Mr. Valdes said that he would like to proceed with the variance tonight.

Board member Molina asked why this was recommended for approval and Planning and Zoning Director Heid replied that his thinking was that the prohibition on the location of the mechanical equipment is essentially there to protect the neighbor and in this case the neighbor already has their equipment in that same location in their yard and is in support of this variance but he is persuaded by the City Attorney certainly regarding the fact that this is a vacant lot and there is no hardship.

To answer Mr. Valdes' question, Planning and Zoning Director Heid clarified that Mr. Valdes is proposing modifications to the conditions for recommendation of approval but he believes that it is a moot point if the Board votes against the recommendation because then the conditions will not apply.

City Attorney Seiden clarified that if Mr. Valdes decides that he does not need a variance that that is fine and Mr. Valdes would then have to draw his plans according to Code.

Mr. Valdes said that he understands now but was under the impression that he was not allowed to put the equipment in his side yard setback of the 15 ft. or 7 ft.

City Attorney Seiden clarified for Mr. Valdes that he does not need to wait 10 days and can submit his plans as soon as tomorrow as long as they are within the code. The 10 days is only if the applicant wishes to appeal the decision of the Board.

Board member Molina moved to deny the variance. Board member Calvert seconded the motion which carried 5-0 on roll call vote.

**D) Case # 15-V-15
VENERANDA MARTINEZ
1357 WESTWARD DRIVE
Zoning: R-1D
Lot Size: 4,000 SQ. FT.**

Applicant is seeking a variance from Section 150-025 (N)(3)(c) and Section 150-044 (F) to place a canopy within the required rear setback.

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

City Attorney Seiden commented that a person can have a canopy in the rear yard but it has to be within the setback. The violation here is that the supporting posts of the canopy intrude 15 ft. into the required 25 ft. yard setback. The house as it is constructed is right at the 25 ft. so anything that would go into the side yard setback would require a variance.

Board member Aloma commented that there are issues with the engineer drawing in that the measurements are incorrect and as shown it would show that they would have issues opening the back door. His other concern is that tie beams in Miami Springs are usually 16-18" in depth and these drawings show 2'6". The bottom attachment will go to a hollow block which will not hold this structure.

Chair Pérez-Vichot stated that the Board is only approving the concept and not on the engineering portion although Board member Aloma's concerns are valid.

Board member Molina moved to approve the variance subject to the conditions recommended by Staff. Board member Calvert seconded the motion which carried 5-0 on roll call vote.

**E) Case # 16-V-15
AQ GROUP LLC
5001 NW 36 STREET
Zoning: NW36 STREET
Lot Size: 100,500 SQ. FT.**

Applicant is requesting an extension of time for previously approved variances for a six month period of time in accordance with the provisions of Section 150-111 (B)(5).

This variance was heard by the Board first.

Chair Pérez-Vichot abstained from voting (attached is Form 8B Memorandum of Voting Conflict).

Planning and Zoning Director Heid read his recommendation to the Board. He explained that the requirements are that applicants obtain a permit from the City within one year from the date of approval which for an even moderately complex project is nearly impossible because applicants do not go to their working drawings until they have approval of the Board. It is extremely difficult to pull a permit within one year so he has had discussions on revising that language to give applicants more time to pull the permit.

Board member Tallman moved to approve the extension in time for 6 months. Board member Molina seconded the motion which carried 4-0 on roll call vote.

5) Adjournment

There was no further business to be discussed and the meeting was adjourned at 7:54 p.m.

Respectfully submitted:



Elora R. Sakal
Board Secretary

Adopted by the Board on
this ___ day of _____, 2015.

Manny Perez-Vichot, Chair

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

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

RESOLUTION NO. 2015 -

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MIAMI SPRINGS, FLORIDA ADOPTING THE
FINAL LEVYING OF AD VALOREM TAXES FOR
GENERAL OPERATIONS FOR THE CITY OF MIAMI
SPRINGS FOR THE FISCAL YEAR 2015-2016;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Miami Springs, Florida held the first of two public hearings on September 14, 2015 as required by Florida Statutes 200.065 to discuss the proposed operating ad valorem levy; and,

WHEREAS, the City Council of the City of Miami Springs, Florida held the first of two public hearings on September 14, 2015 as required by Florida Statutes 200.065 to discuss the proposed operating budgets of the City of Miami Springs for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016; and,

WHEREAS, the City Council of the City of Miami Springs, Florida, is considering the passage of two resolutions following the second required public hearing adopting the proposed operating ad valorem tax rate, concurrent with the proposed operating budgets; and,

WHEREAS, the value of real property not exempt from taxation within the City of Miami Springs, Florida has been certified by the Miami-Dade County property appraiser and reflects a current year adjusted taxable value of **\$985,740,313**; and,

WHEREAS, the second public hearing was duly noticed, advertised and held on September 28, 2015.

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

Section 1: That the Fiscal Year 2015-2016 OPERATING millage rate for the City of Miami Springs, Florida is 7.5000 **mills**, representing a 3.48% **increase** from the rolled back rate of 7.2477 **mills**.

Section 2: That this resolution shall take effect immediately upon its 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

RESOLUTION NO. 2015 -

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS, FLORIDA
ADOPTING THE FINAL GENERAL FUND,
SPECIAL REVENUE FUNDS, DEBT SERVICE
FUND, AND ENTERPRISE FUND BUDGETS
FOR THE FISCAL YEAR 2015-2016;
AUTHORIZING THE CITY MANAGER TO
PROCEED WITH IMPLEMENTATION OF
SERVICE PROGRAMS AND PROJECTS;
PROHIBITING UNAUTHORIZED LIABILITIES
AND EXPENDITURES OF FUNDS;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Miami Springs, Florida held the first of two public hearings on Monday, September 14, 2015 as required by Florida Statutes 200.065 to discuss the proposed operating budgets of the City of Miami Springs for the Fiscal Year 2015-2016 beginning October 1, 2015 and ending September 30, 2016; and,

WHEREAS, the first public hearing was duly noticed and advertised; and,

WHEREAS, at the first public hearing the City Council of the City of Miami Springs, Florida set forth the proposed expenditures, appropriations, and revenue estimates for the Fiscal Year 2015-2016 operating budgets for all funds totaling **\$21,725,122**; and,

WHEREAS, the second public hearing was duly noticed, advertised and held on September 28, 2015; and,

WHEREAS, the Administration has confirmed the revenue projections as presented at the first public hearing in the amount of **\$21,725,122**;

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

Section 1: That the following final operating budgets for the general fund, special revenue funds, debt service fund, and enterprise fund are hereby adopted for the Fiscal Year 2015-2016 beginning October 1, 2015 and ending September 30, 2016:

<u>Funds</u>	<u>Revenues & Reserves</u>	<u>Expense Appropriations and Reserves</u>
General Fund:	\$15,496,290	\$15,496,290
Special Revenue Funds:	1,953,861	1,953,861
Enterprise Fund:	3,094,078	3,094,078
Debt Service Fund:	1,180,893	1,180,893
TOTALS	\$21,725,122	\$21,725,122

Section 2: That the City Manager is hereby authorized to proceed with implementation of the service programs and projects provided for in the budget, consistent with the City Code and policies established by the City Council.

Section 3: That no liabilities shall be incurred or monies expended by any officer or employee of the City except in accordance with provisions of the budget or duly adopted amendments thereto.

Section 4: That this resolution shall take effect immediately upon adoption for the fiscal year which will begin on October 1, 2015 through September 30, 2016.

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
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: September 24, 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 Xavier 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	Michael Kobiakov	04-30-2016	08-12-2013	08-12-2013

Education Advisory Board

Mayor Xavier 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	Steve Owens	05-31-2015	05-13-2013	05-13-2013

Golf and Country Club Advisory Board

Mayor Xavier 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 Xavier 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 Xavier 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 Xavier 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	Miguel Becerra	04-30-2015	09-09-2015	09-09-2015
Councilman Petralanda	Alexander Anthony	04-30-2016	08-12-2013	08-12-2013

*** Architectural Review Board**

Ecology Board - Council confirmation required per §32.40

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

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

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



AGENDA MEMORANDUM

Meeting Date: 9/17/2014

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

Via: Ron Gorland, City Manager

From: Omar L. Luna, Recreation Director

Subject: Stafford Park 20 X 20 Pavilion

RECOMMENDATION:

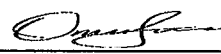

The Recreation Department would like for the Fees proposed in Exhibit "A" of the Resolution to be approved for the use of the 20 X 20 Pavilion at Stafford Park.

DISCUSSION:

The 20 X 20 Pavilion at Stafford Park is going to provide an opportunity for our residents and park patrons to have a shaded are for parties, meetings, etc. We are projecting that this new amenity will be a success and should be permitted on weekly basis for event/parties.

FISCAL IMPACT: None

Submission Date and Time: 9/24/2015 9:30 AM

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

RESOLUTION NO. 2013 – ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MIAMI SPRINGS AMENDING THE CURRENT
SCHEDULE OF CHARGES FOR THE USE OF CITY
RECREATION FACILITIES AND RELATED SERVICES;
EFFECTIVE DATE**

WHEREAS, Ordinance 655-81 was passed on September 14, 1981, authorizing and directing the establishment and maintenance of a "Schedule of Charges" for the use of City recreation facilities and related services, and;

WHEREAS, Ordinance 655-81, as currently codified in the Code of Ordinance Section 95.03, further authorized and directed the adoption of a current "Schedule of Charges" from time to time by City Council Resolution; and,

WHEREAS, the most current "Recreation Department Schedules of Charges" was established on September 10, 2012 by the adoption of City Resolution No. 2012-3557; and,

WHEREAS, the City Council of the City of Miami Springs is desirous of amending the City's current "Recreation Department Schedule of Charges" as authorized by Code of Ordinance Section 95.03;

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

Section 1: That the attached "Recreation Department Schedule of Charges" (Exhibit "A") is hereby approved and adopted for the use of City Recreation facilities and related services.

Section 2: That the provisions of this Resolution shall become effective immediately upon adoption by the City Council.

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

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

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, MMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

EXHIBIT "A"
CITY OF MIAMI SPRINGS
RECREATION DEPARTMENT
SCHEDULE OF CHARGES
EFFECTIVE OCTOBER 1, 2012
(includes applicable taxes)

1. FITNESS ROOM MEMBERSHIP/YEARLY

Adult – 18 & older	\$150.00
Youth – 13 to 17	\$150.00
Seniors (60 & over)	\$75.00
Daily Guest Rate	\$5.00

2. OPEN GYM ACTIVITY

18 & Over	\$4.00
17 & Under	FREE

3. RECREATION MEMBERSHIP/YEARLY – FULL ACCESS TO POOL, *FITNESS ROOM, OPEN GYM

18 & Over	\$340.00
13-17 (17 & under never pays for open gym)	\$190.00
Seniors (60 & over)	\$170.00
(*13-17, with parent supervision only)	

4. YEARLY FAMILY *FITNESS ROOM MEMBERSHIP

Family of 2	\$188.00
Family of 3	\$263.00
Additional Family Members (per membership)	\$75.00
(*13-17, with parent supervision only)	

5. YEARLY INDIVIDUAL MEMBERSHIP

Open Gymnasium Membership

Seniors (60 & over)	\$75.00
Adults (18 & over)	\$150.00

Open Swimming

Seniors (60 & over)	\$40.00
Children (17 & under)	\$40.00
Adults (18 & over)	\$80.00
Family of 4	\$200.00
Additional Family Members (per membership)	\$20.00

6. POOL FEES

General Pool Admission

Seniors & Children	\$2.00
Adults	\$4.00

Lessons

Tiny Tot Lessons – 6 months – 5 years	\$40.00
6 & older Lessons	\$40.00
Private Swim Lessons	\$40.00/hr.

Rentals

Non-Profit Group Pool Rental	\$30.00/hr.
Observation Deck Rental	\$50.00/4 hrs.
(plus refundable clean up deposit)	\$100.00
(plus entrance fee per child)	\$2.00/child
(plus entrance fee per adult)	\$4.00/adult
Pool Rental – 50 people	\$60.00/hr.
(for every 12 people over 50 - \$20.00 per guard, per hr.)	
Outside Clubs/Organizations – Team Usage	\$600.00/mo.
Outside Clubs/Organizations – Family Membership	\$100.00 Annually Or \$10.00 monthly

Red Cross Certification Courses	Negotiated
Senior High Schools (ex: Swim Teams/Water Polo)	\$1,500.00 season
Middle Schools (ex: Swim Teams/Water Polo)	\$200.00 monthly

Swim Meets	Negotiated
------------	------------

Water Fitness Programs Lane Rental (up to 10 participants) (8 sessions)	\$40.00/class
	or \$15.00/hr/lane
Lane Rental (over 10 participants) additional rental	\$15.00/hr/lane

7. CHILDREN'S PROGRAMS**After School Program**

Registration Fee	\$35.00
Daily Fee	\$8.00
Weekly Fee	\$35.00

After School Bus Only Weekly Fee (applies only to middle school)	\$10.00
------------------------------------------------------------------	---------

School Holiday Program

Registration Fee*	\$35.00
Daily	\$20.00

*Registration fee will not be charged for registered after school program participants.

Full Day Summer Camp

Registration Fee	\$50.00
Activity Fee	\$100.00*
Weekly Fee (1 st child)	\$100.00
Weekly Fee (each additional child)	\$75.00

***Field Trip, Special Events Fees**

8. FACILITY RENTAL FEES*

Multi-Purpose/Meeting Room	<u>Non-Profit/Private</u>	<u>For Profit</u>
3 hr. Minimum	\$150.00	\$225.00
Every Additional Hour	\$50.00	\$100.00
Security Deposit	\$200.00	\$200.00

Theatre Negotiated

10X10 Pavilion at Prince Field

Residents (3 Hour Minimum)	\$50.00
Residents (Additional Hour)	\$15.00
Non-Residents (3 Hour Minimum)	\$100.00
Non-Residents (Additional Hour)	\$25.00
Deposit	\$100.00

**Virginia Gardens Residents are included with Miami Springs Residents

Field House**

Resident	\$250.00/4 hrs.
Non-Resident	\$500.00/4 hrs.
Refundable damage deposit	\$100.00

**Facilities (if available) with no charge for City sponsored activities

Basketball Gym (Per Hour)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Full Court	\$60.00	\$100.00
Half Court	\$30.00	\$50.00

Volleyball Gym (Per Hour)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Full Court	\$30.00	\$50.00

Complete Gym (Wrestling/Judo)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Tournament (the whole gym)	\$500.00	\$750.00
Maximum (4) Hours		
Every Additional Hour	\$125.00	\$175.00

Softball & Baseball Field Rentals	<u>Non-Profit/Private</u>	<u>For Profit</u>
Practice Fee (no field prep required)	\$10.00	\$15.00
Game Rental (2/hr minimum)	\$30.00	\$40.00
Additional Hour	\$15.00	\$20.00
Game Rental w/Lights (2/hr minimum)	\$40.00	\$50.00
Additional Hour w/Lights	\$20.00	\$25.00
Lining Fee (field prep, drag & line)	\$35.00	\$35.00

Soccer/Flag Football Field Rentals

Game Rental (2/hr minimum)	\$35.00	\$45.00
Additional Hour	\$17.00	\$22.00
Game Rental w/Lights (2/hr minimum)	\$45.00	\$55.00
Additional Hour w/Lights	\$22.00	\$28.00
Lining Fee	\$75.00	\$75.00

Stafford Park 20 x 20 Pavilion (3 Hours)	<u>Resident</u>	<u>Non-Resident</u>
	\$100.00	\$150.00
Each Additional Hour	\$30.00	\$50.00
(Park Hours Sunrise to Sunset)		
Security Deposit	\$100.00	\$100.00
**Virginia Gardens Residents are included with Miami Springs Residents		

Batting Cages

No Lights per Hour	\$15.00
Lights per Hour	\$25.00

Buses

Big Bus

Hourly Rate within MS/VG City Limits	\$75.00
Hourly Rate outside City Limits	\$100.00

****Bus is only restricted to Miami-Dade County**

Small Bus

Hourly Rate within MS/VG City Limits	\$50.00
Hourly Rate outside City Limits	\$75.00

****Bus is only restricted to Miami-Dade County**

4th of July

Spot in the Parade	\$50.00
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****Non-Profit Organizations will not be charged a fee. Proper Documentation must be shown.**

Circle/Gazebo Pavilion for Weddings and/or Private Events

Rental (3 Hour Minimum)	\$500.00
Every Additional Hour	\$125.00

****Police and Public Works will be an additional cost per the staff and services needed to support the wedding/event.**

Curtiss Parkway Median Rental

Rental	\$100.00
--------	----------

****PROVIDE-SET UP-TAKE DOWN OF 5 TABLES & 50 CHAIRS FOR MULTI-PURPOSE ROOM RENTAL: \$50 (not included in the rental fee set by Resolution)**

****JUMP HOUSES: Will be permitted if they use vendors that are approved by the City. They must also show proof of insurance w/City as co-insured.**

9. **CITY EMPLOYEES** – Full Time Employees, City Council Members and their immediate family members under age 25.

- A. General Admission Pool, Gym, Fitness Room – FREE
 - B. 50% discount for summer programs operated by the Recreational Department
 - C. 50% discount on special events operated by the Recreational Department
- Note: there are no City provided discounts for programs operated by other Organizations such as the Optimists, Little League, etc.

10. SPECIAL CONTRACTUAL ACTIVITIES:

These activities will be offered as available and appropriate fees will be charged. Additional information may be obtained from the Recreation Office.

11. SPECIAL CONDITIONS, REQUIREMENTS, AND RATES

- A. There will be no rental or private use of the Prince Field Tot Lot due to its unique nature as a community built park for use by all our residents.
- B. Authorization is hereby given to the City Manager to add and/or adjust Schedule of Charges based upon promotional and marketing activities to encourage usership of the City's recreation facilities. City Manager will advise City Council of changes.
- C. Security Deposit will be up to the discretion of the City Manager and/or Recreation Director.
- D. Quarterly payment plans available for memberships in excess of \$150 annually.
- E. All City of Miami Springs employees, their spouses, and their immediate family members (parents and children) under the age of 25, are eligible for resident fees upon presentation of proof satisfactory to the cashier.
- F. All City of Miami Springs property and/or business owners and their immediate family members (parents and children) under the age of 25, are eligible for resident fees upon presentation of proof satisfactory to the cashier.



AGENDA MEMORANDUM

Meeting Date: 9/14/2015

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

Via: Ron Gorland, City Manager *Lou*

From: Omar L. Luna, Recreation Director

Subject: Pelican Playhouse Agreement

Recommendation:

Pelican Playhouse, Inc., and their staff have done a great job of providing a first class professional program/productions. They also have a great working relationship with the Recreation Department and the Community. It is recommended that we approve the attached agreement.

Discussion/Analysis:

Pelican Playhouse is a very popular theatrical program that provides our community with an opportunity for our children and adults to enjoy first class productions in our very own Miami Springs Community Center

Proposed agreement is for one (1) year from October 1, 2015 to September 30, 2016.


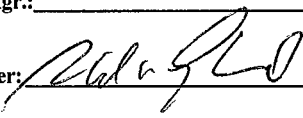
The City agrees to pay Pelican Playhouse, Inc., Fifteen Thousand (\$15,000.00) Dollars for its services being rendered to the City pursuant to this agreement. The aforesaid amount shall be payable as follows, to wit:

October 1, 2015	- \$6,000.00
February 1, 2016	- \$6,000.00
June 1, 2016	- \$6,000.00

The City further agrees to disburse to the Pelican Playhouse, Inc., the balance of the Three Thousand (\$5,000.00) Dollars budgeted in FY 2015-2016 by the City for "equipment repairs" that remain unused as of September 30, 2016.

Fiscal Impact (If applicable):

Submission Date and Time: 9/24/2015 9:29 AM

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

AGREEMENT FOR THEATRICAL SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2015 between the CITY OF MIAMI SPRINGS, FLORIDA, a Florida Municipal Corporation, hereinafter referred to as "City", and PELICAN PLAYHOUSE INC., a Florida Corporation, hereinafter referred to as "Playhouse":

W I T N E S S E T H:

WHEREAS, the Pelican Playhouse has provided theatrical productions and classes in the City for many years; and,

WHEREAS, the City Council has expressed its support for the Playhouse and its desire that the City continue to receive the services previously provided; and,

WHEREAS, representatives from the City Administration and the Playhouse have conducted the discussions, meetings and negotiations necessary to formalize the relationship between the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the mutual sufficiency of which is hereby acknowledged, the CITY OF MIAMI SPRINGS and the PELICAN PLAYHOUSE INC. hereby agree as follows:

INTENT

It is the intent of this Agreement for the City of Miami Springs to permit and authorize the PELICAN PLAYHOUSE INC. to provide theatrical productions and theatrical classes for the City and its citizens while utilizing the theater facilities in the City's Community Center and the space previously utilized in the City Senior Center.

SERVICES TO BE PROVIDED BY PLAYHOUSE

The Playhouse agrees to provide, at a minimum, the following services to the City and its citizens, pursuant to this Agreement, to-wit:

- See attached Exhibit #1 for the production schedule for the term of this Agreement and other information related to the productions.
- Provide acting classes for all ages (14 weeks per session; 3 sessions a year).
- Supervise the use, storage and condition of all City furnishings, equipment and systems and advise of any noted defects or broken items.
- Organize and store all costumes, set pieces and props at the Community Center in the assigned areas designated on the sketch attached hereto as Exhibit #2. It is further agreed that all of the foregoing will be removed from the dressing room areas, with the exception of the "green room" area, prior to any use by any other group or production company. All areas must be properly cleaned, maintained and kept in a proper manner and order.
- Pay for all production costs for performances required by this Agreement.
- Perform all ticketing, promotion and advertising for all productions required by this Agreement and submit an accounting of all costs incurred and revenues received following each production.
- Consult with the City in regard to theater facility requirements in the Community Center.
- Research availability and pricing of theater supplies (curtains, lighting, seating, etc.)
- Maintain an on-line ticketing system.
- Maintain a website for notification and advertising of City entertainment events/productions and productions by the Playhouse and visiting companies.
- Provide an integrated marketing program to promote greater awareness of the Playhouse and Community Center.
- Recruitment of other visiting entertainment companies to perform at the theater in the Community Center.
- Provide supervision of visiting entertainment companies. Supervision shall include, but not be limited to, the following:
 - Procure set-up instructions and diagrams for stage, risers and chairs.
 - Loading into the space when scheduled;
 - Rehearsals when scheduled;
 - Performances when scheduled;

- Strike and load out when scheduled after completion of all performances.
- Provide to visiting entertainment companies technical support (lights, sound, box office) when visiting entertainment companies use theater.
- Provide training, support and supervision to City Staff when City uses theater and theater equipment for purposes other than Playhouse theatrical productions.
- Provide quarterly status reports on all theatrical activities conducted during the preceding quarter to the City Recreation Director on January 1, 2016, May 1, 2016, and September 30, 2016 for inclusion within the City Manager's monthly update reports.
- Reports shall be provided to the City Recreation Director of any theatrical productions or other performances that have been denied permission to perform in the Rebeca Sosa Theatre by the Playhouse due to a determination that the rating of "G" would be exceeded by the proposed production or performance. In addition, Playhouse shall provide a copy of the written Notice of Denial to the City Recreation Director to insure that each such notice contains a provision that advises that any denial of permission to perform in the theater is subject to the review of the City Council within thirty (30) days of receipt of the written denial notice from the Playhouse.

PLAYHOUSE USE OF CITY FACILITIES

- The parties hereto agree to the following use of the City's facilities during the term of this Agreement, to-wit:
- Eighty-eight (88) days of use of the theater facility in the new Community Center for two (2) theatrical and one (1) summer recital productions and related activities.
- Twelve (12) additional days of use of the theater facility in the new Community Center for two (2) theatrical productions and related activities by visiting companies.
- Forty-two (42) days of either Saturday or Sunday use for production rehearsals at the Community Center.

It is further understood and agreed that a more detailed schedule of use is provided in Exhibit #1 attached hereto, and that any additional use not provided herein, or in Exhibit #1, must be approved, in advance, by the City Manager, following receipt of reasonable prior notice of the additional requested use.

The parties acknowledge and agree that no keys or security codes to the Community Center will be provided to the Playhouse and that any “after hours” access to the facility must be requested at least twenty-four (24) hours in advance unless an emergency situation arises in which case only reasonable notice for access is required.

INSURANCE

All visiting theatrical production companies shall be required to provide the City (and to name the City as an additional insured) with “special event” insurance coverage for each production performance, in an amount to be determined in advance by the City, which shall not be less than One Million (\$1,000,000) Dollars.

HOLD HARMLESS AND INDEMNIFICATION

As a material inducement for the City to enter into this Agreement, the Playhouse and all visiting production companies, including all their volunteers, employees, staff, representatives, officials and officers, shall hold the City, including its officers, officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of action, liability, costs, expenses and attorney’s fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the Miami Springs Community Center, arising from the use, services, acts, actions, omissions or failures to act of Playhouse or any visiting production company, or any of their volunteers, employees, agents, representatives, invitees, or guests. Additionally, the protections provided by this provision shall also include any costs, expenses or legal fees the City may incur in establishing that the Playhouse or any visiting production companies, or their insurers, are responsible to provide protection, coverage and representation to the City, its officials, employees and representatives for any incident that may occur during the term thereof.

SERVICES TO BE PROVIDED BY THE CITY

The City agrees to provide the following services to Playhouse in furtherance of this Agreement, to-wit:

- Maintain the Community Center building and theater area contained therein.
- Provide the number of days set forth herein for Playhouse and visiting company use in the Community Center Theater.
- Pay for all required utility services.
- Maintain public liability and property damage insurance on all City owned facilities to be used by Playhouse.
- Maintain City owned theater equipment in proper condition (lights, microphones, soundboard, speakers, lightboard, stage risers, curtains, etc.) when advised of being broken or in defective condition by the Playhouse.
- Provide an internet connection for an online ticketing system.
- Provide adequate security during Playhouse use of the City facilities.
- Provide locations for the storage of equipment, costumes, set pieces and props. (See Exhibit #2 attached hereto for sketch of designated storage areas.)
- Arrange for the set-up and removal of stage, risers, and chairs for theatrical productions. Any changes made to the City's initial "set-up" will be charged to the party requesting the changes.
- Provide all initial required furnishings and equipment for theatrical productions by Playhouse (as set forth on Exhibit #3 attached hereto). It is to be expressly understood that said furnishings and equipment may not be removed from the Community Center without the written authorization of the City Manager.
- Provide reimbursement to Playhouse for fees advanced on behalf of City to contractors providing special services (lighting, sound, etc.) for City programs, productions and other activities.

PAYMENTS TO PLAYHOUSE

The City agrees to pay Playhouse Eighteen Thousand (\$18,000) Dollars for its services being rendered to the City pursuant to this Agreement. The aforesaid amount shall be payable as follows, to-wit:

October 1, 2015	- \$6,000.00
February 1, 2016	- \$6,000.00
June 1, 2016	- \$6,000.00

In addition to the foregoing payments, the City agrees to allow Playhouse to retain all funds received from ticket sales from its own theatrical productions and all acting class fees.

Further, theatrical productions by visiting companies (which shall include concerts, dance recitals and other cultural arts programs and activities) will be billed for the use of the City's facilities in accordance with the flat fee schedule attached hereto as Exhibit #4. The Playhouse will receive thirty (30%) percent of the flat fee amount charged to the visiting company by the City for the use of the theater facilities and the City shall retain seventy (70%) percent of the flat fee amount. Any fees charged to the visiting companies for lighting or sound services provided by Playhouse shall be entirely retained by the Playhouse.

Further, Miami Springs Service Organizations will be billed for the use of the City's theater facilities in accordance with the flat fee schedule attached hereto as Exhibit #5. The Playhouse will receive on hundred (100%) percent of the flat fee amount charged to the Miami Springs Service Organization by the City for the use of the theater facilities. Any fees charged to the Miami Springs Service Organization for lighting or sound services provided by Playhouse shall be entirely retained by the Playhouse.

The City further agrees to disburse to the Playhouse the balance of the Five Thousand (\$5,000.00) Dollars budgeted in FY2015-2016 by the City for "equipment repairs" that remains unused as of September 30, 2016.

PLAYHOUSE EXEMPTION STATUS

In partial consideration of the execution of this Agreement by the City, the Playhouse agrees to maintain its current 501-C-3 status from the Federal Government,

and to file all appropriate applications for county, state and federal grants for the benefit of the Playhouse and the City. The distribution of all grants received shall be governed by the terms, conditions and requirements of the granting authority and the grant agreement required for the receipt of funding.

PLAYHOUSE FINANCIAL RECORDS

In addition to any other requirement of this Agreement, the Playhouse shall be required to provide the City with copies of its annual financial statements and income tax returns prepared and/or filed during the term of this Agreement.

TERM OF AGREEMENT

This Agreement shall begin on the 1st day of October 2015 and terminate on the 30th day of September 2016. Despite the fact that this Agreement may not be formally executed by October 1, 2015, it is anticipated and expected that the duties and responsibilities of the parties hereto shall begin no later than that date.

TERMINATION OF AGREEMENT

WITHOUT CAUSE

This Agreement may be terminated by either party hereto, without cause, by providing the other party with written notice thereof by certified mail, return receipt requested, or by hand-delivery, to be effective thirty (30) days from the receipt of said written notice.

TERMINATION OF AGREEMENT

BASED UPON CAUSE

Notwithstanding anything to the contrary contained herein, the parties mutually agree that this Agreement may be terminated by either party for cause. In accordance with the foregoing, if either party hereto is in violation of any of the terms, conditions, covenants, and provisions of this Agreement, the non-violating party shall give the violating party written notice of the claimed violation(s) and given thirty (30) days, from the receipt of said notice, in which to cure said violation(s).

If the violation(s) are not cured within the curative periods provided herein, the non-violating party may then serve the violating party with a Termination for Cause Notice which shall terminate this Agreement between the parties upon receipt by the violating party.

For the purposes of this provision, the following, although not intended to be a listing of all possible agreement violations, shall constitute violations of this Agreement, to-wit:

- Any acts, actions or omissions in violation of the terms, conditions, covenants, and provisions of this Agreement.
- Any failure to provide or file any required document, report or form.
- Any failure to abide by any rules, regulations, laws, statutes, ordinances or policies.
- Any actions that would jeopardize or threaten the validity or existence of any required license, permit or insurance coverage.
- The filing of any general assignment for the benefit of creditors.
- The filing of any voluntary or involuntary bankruptcy.
- The filing of any corporate liquidation, dissolution, or reorganization.
- The appointment of any trustee, receiver or liquidator.
- Any actions filed against a party hereto seeking any of the foregoing.

PROHIBITED ACTIVITIES

Playhouse shall not use the premises for any purpose or activity regulated or prohibited by Chapter 132 of the Miami Springs Code of Ordinances or for any unlawful, immoral, unethical, or disruptive purpose and shall comply with all laws and permitted requirements applicable now, or in the future, to the operation of the Community Center or Senior Center premises. Playhouse shall not permit any offensive, noisy, or dangerous activity, nor any nuisance or other conduct in violation of any statute, law, ordinance, rule, regulation or policy of the City, county or state on the Community Center or Senior Center premises. Playhouse shall not permit any employees, representatives, subcontractors or volunteers, except Ralph Wakefield and Richard Reed, from using and operating the City's scissor lift machine. In addition, neither Wakefield nor Reed shall be permitted to use the scissor lift machine until executing a Release, Hold Harmless and Indemnity Agreement in favor of the City. Further, no special equipment, furnishings or theatrical props shall be allowed inside the Community Center without the prior approval of the City Manager or designee.

DRUG-FREE WORKPLACE

The Playhouse agrees to operate as a drug-free workplace and to ensure that a drug-free workplace employee program is maintained during the term of this Agreement.

NON-DISCRIMINATORY PRACTICES

In providing services, including those related to direct contact with the public, and those involving the hiring, treatment and advancement of employees, Playhouse shall not discriminate in any manner based upon race, color, creed, religion, ancestry, national origin, gender, age, physical/mental handicap or in any other manner. In addition, the Playhouse shall insure the fair and equal use and access to the facilities at the Community Center and Senior Center premises.

LICENSED OR REGISTERED PERSONNEL

All services to be rendered by the Playhouse under this Agreement, which are required by law to be performed by or under the direction of a duly licensed or registered professional, shall be rendered in compliance with such requirements.

ASSIGNMENT

Playhouse shall not assign, sublet or transfer any portion of its duties, obligations or responsibilities under this Agreement without the advance written approval of the City. It is specifically understood and agreed that the City's decision to either permit or deny any such assignment, subletting or transfer shall be within its sole and exclusive discretion and that any such decision by the City shall be presumed to be reasonable.

ATTORNEY'S FEES

The parties hereto acknowledge and agree that should it become necessary for either party to this Agreement to bring suit to enforce any provisions hereof, or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation, and any appeals therefrom, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney's fees as may be awarded by the court.

NOTICES TO PARTIES

All notices required or desired to be given under this Agreement shall be in writing and delivered in person or transmitted by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party to be noticed, and shall be deemed to have been delivered three (3) days after deposit in a post office or letter box in the above manner.

NOTICES TO BE GIVEN TO CITY SHALL BE ADDRESSED AS FOLLOWS:

CITY OF MIAMI SPRINGS
Attention: Ronald K. Gorland, City Manager
201 Westward Drive
Miami Springs, FL 33166

NOTICES TO BE GIVEN TO PLAYHOUSE SHALL BE ADDRESSED AS FOLLOWS:

PELICAN PLAYHOUSE INC.
Attn: Ralph Wakefield
255 Springs Avenue
Miami Springs, FL 33166

CAPTIONS

All captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

TIME

Time is of the essence as to each term of this Agreement.

GOVERNING LAW

This Agreement and the rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of Florida. If any provision of this Agreement is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provision of the Agreement.

ENTIRE AGREEMENT

This Agreement, together with any Exhibits hereto, constitute the entire Agreement between the parties relating to the subject matter hereof. This Agreement is the final

expression of agreement between the parties hereto. Neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers made either prior to, or simultaneous with, the execution of this Agreement.

This Agreement was jointly negotiated and prepared by the parties hereto and no interpretation hereof shall be held more strongly against either party.

IN WITNESS WHEREOF, Playhouse and the City have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

Witnesses:
(As to both Signatories)

PELICAN PLAYHOUSE INC.
A Florida Corporation

Print Name: _____

Print Name: _____

BY: _____
RALPH WAKEFIELD, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared RALPH WAKEFIELD, President of PELICAN PLAYHOUSE INC., a Florida Corporation, who being first duly sworn by me, and who produced _____ (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2015.

NOTARY PUBLIC,
State of Florida at Large

MY COMMISSION EXPIRES:

Witnesses:
(As to both Signatories)

CITY OF MIAMI SPRINGS

Print Name: _____

Print Name: _____

BY: _____
Ronald K. Gorland
City Manager

Attest: _____
Erika Gonzalez-Santamaria
City Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared RONALD K. GORLAND, City Manager of the City of Miami Springs, and ERIKA GONZALEZ-SANTAMARIA, City Clerk of the City of Miami Springs, who being first duly sworn by me, and who produced _____(Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____day of _____, 2015.

NOTARY PUBLIC,
State of Florida at Large

MY COMMISSION EXPIRES:

Pelican's Office – 9-14-2015; 6:33 PM

EXHIBIT #1

**Exhibit 1 to Agreement for Theatrical Services
October 1, 2014 through September 30, 2015**

PRODUCTIONS:

Minimum of two productions and one summer recital

Teach classes in Puppets and Pantomime for young people ages 5-9

Audition, cast, rehearse Puppet performances

One performance for the Senior Center at the Rebeca Sosa Theater

Spring Date to be decided

One performance during the Summer Recital

Theater Production Class #1

Audition, cast, rehearse Fall/Winter production

You Can't Take It With You

November 7-16, 2014 production (two weekends)

Theater Production Class #2

Audition, cast, rehearse Spring production TBA

May 15-24, 2015 production (two weekends)

Summer Recital

Audition, cast and rehearse Summer Recital

August 2015 (TBA-not to interfere with MSCC summer camp)

REBECA SOSA THEATER RENTAL APPLICATION

Miami Springs Community Center

1401 Westward Drive

Miami Springs, FL 33166

Contact: Ralph E. Wakefield

305-884-6804

(Updated September 2015)

Production Date(s): _____

Applicant Organization: _____

Applicant Contact Name: _____ Phone No. _____

Type of Organization: ☐ Profit ☐ Non-Profit

Address: _____

Telephone: _____ Email Address: _____

Website: _____

Additional Contact Person: _____ Phone No. _____

Event Description: _____

Public or Private? _____

Food Served or Sold? _____ Alcohol Served or Sold? _____

(Must receive prior approval of Miami Springs Council)

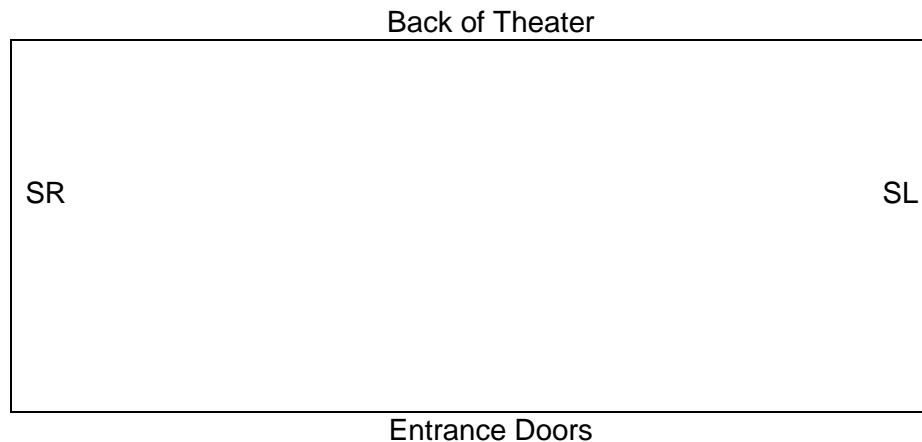
Please note that the Rebeca Sosa Theater is a family-oriented venue. Performances are to be for "general audience" and shall contain no strong language, sex, nudity or drug usage (G film rating). However, the Miami Springs Council invites you to apply for their approval to perform any productions that do not comply with the G rating. Please contact the City Manager's office to have your request for the approval of your production placed upon the next available agenda for City Council consideration.

Stage Load-In Date/Time	
Stage Load Out Date/Time	
Rehearsal Start Date	
Rehearsal Dates	From _____ to _____
Circle rehearsal days: M T W TH F S S	
Production Opening Date	
Production Run Dates	From _____ to _____
Circle performance days: M T W TH F S S	

Please check all that apply:

Theater Usage	Type of Event	Special Needs/Equipment
<input type="checkbox"/> Theater*	<input type="checkbox"/> Drama or Musical	<input type="checkbox"/> Stage Lighting
<input type="checkbox"/> Dressing Rooms	<input type="checkbox"/> Dance	<input type="checkbox"/> Microphones*
<input type="checkbox"/> Green Room	<input type="checkbox"/> Conference/Seminar	<input type="checkbox"/> CD Player
<input type="checkbox"/> Staging	<input type="checkbox"/> Multi Media	<input type="checkbox"/> DVD Player
<input type="checkbox"/> Lobby	<input type="checkbox"/> Fashion Show	<input type="checkbox"/> Screen
<input type="checkbox"/> Box Office Personnel*	<input type="checkbox"/> Film Screening	
<input type="checkbox"/> Lighting Technician*	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Sound Technician*		

Please show us how the stage and seating is to be set up. We supply 4' X 4' platforms.



Number of Chairs in the Audience: _____

Number of Tables for lobby: _____

**NON-REFUNDABLE \$100 DUE WITH APPLICATION.
APPLICATION DUE AT LEAST THREE WEEKS BEFORE USE OF THEATER.
MAKE CHECKS PAYABLE TO: THE CITY OF MIAMI SPRINGS**

Attach copy of proof of non-profit status and/or proof of insurance.

Completed By: _____

Print Name

Date: _____

*See attached Visiting Company Rental Schedule for fees.

FEE SCHEDULE

NON-PROFIT ORGANIZATIONS * :

- ☐ Monday through Sunday
Daily Fees * \$ 400.00 each day
* (Each daily fee is for 4-hours of use)
- ☐ Hourly Fees..... \$ 60.00
(For each additional hour or part of an hour in excess of the 4-hours provided by the payment of the daily fee).

* Organization is required to provide proof of non-profit status and proof of special event insurance for each performance.

PROFIT ORGANIZATIONS * :

- ☐ Monday through Sunday
Daily Fees *\$ 500.00 + applicable sales tax
* (Each daily fee is for 4-hours of use)
- ☐ Hourly Fees.....\$ 60.00 + applicable sales tax
(For each additional hour or part of an hour in excess of the 4-hours provided by the payment of the daily fee).

* Organization is required to provide proof of special event insurance for each performance.

REHEARSAL USAGE : (Either Profit or Non-Profit Organizations)

- ☐ Daily Rehearsal Fees.....\$ 180.00 *
(Use for 3-hours)
- ☐ Hourly Fees.....\$ 60.00 *
(For each additional hour or part of an hour of use)

* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for use to City.

SOUND TECHNICIAN SERVICES:
(Either Profit or Non-Profit Organizations)

☐ Fee for each performance.....\$ 60.00 *

☐ Fee for each wireless microphone used
per performance.....\$ 10.00 *

- * Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for sound technician services and microphone usage fees.

LIGHTING TECHNICIAN SERVICES:
(Either Profit or Non-Profit Organizations)

☐ Fee for each performance.....\$ 60.00 *

- * Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for lighting technician services.

BOX OFFICE SERVICES:
(Either Profit or Non-Profit Organizations)

☐ Fee for each individual per performance.....\$ 60.00 *

- * Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for lighting technician services.

TOTAL FEES DUE: \$ _____

MIAMI SPRINGS SERVICE ORGANIZATION SCHEDULE

REBECA SOSA THEATER

MIAMI SPRINGS COMMUNITY CENTER

1401 WESTWARD DRIVE

(Updated September 2015)

NON-PROFIT ORGANIZATIONS

MAXIMUM USAGE SIX TIMES PER FISCAL YEAR

EACH ORGANIZATION LIMITED TO 2 RENTAL DAYS PER FISCAL YEAR

Reservation: Maximum thirty days in advance, subject to availability, with a \$50 deposit (which is refundable after the event)

Fee is due on or before the day of the event.

☐ Monday through Sunday
Daily Fees *..... \$ 120.00 each day

** (Each daily fee is for 4-hours of use)*

☐ Hourly Fees..... \$ 30.00

(For each additional hour or part of an hour in excess of the 4-hours provided by the payment of the daily fee).

* Organization is required to provide proof of non-profit status and proof of special event insurance for each performance.

SOUND TECHNICIAN SERVICES:

☐ Fee for each performance.....\$ 60.00 *

For each additional hour (or part thereof): \$30.00 each hour per technical person.

LIGHTING TECHNICIAN SERVICES:

☐ Fee for each performance.....\$ 60.00 *

For each additional hour (or part thereof): \$30.00 each hour per technical person.

Waiver at the approval of the City Council.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest San AngeloCL 133 W. Concho Ave., Ste. 109 San Angelo, TX 76903 325 655-5656		CONTACT NAME: PHONE (A/C, No, Ext): 325 655-5656 FAX (A/C, No): 325 658-4519 E-MAIL ADDRESS:	
INSURED Pelican Playhouse, Inc. 255 Springs Avenue Miami, FL 33166		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1369845	08/06/2015	08/06/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Miami Springs 201 Westward Dr. Miami, FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Prepared out of state.

Return to:

Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Cross Index with Book 19913, Page 2153

Tax Map #: 05-3119-013-0100

MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA
LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT ("Amended Memorandum") is made effective this ____ day of _____, 2015, by and between the CITY OF MIAMI SPRINGS, a Florida municipal corporation ("City"), with a mailing address of 201 Westward Drive, Miami Springs, Florida 33166, and STC FIVE LLC, a Delaware limited liability company ("Tenant"), successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), by and through its Attorney-in-Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company ("Tenant"), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, City and SSLP entered into a Flagpole Antenna Lease Agreement dated March 14, 2001 (as amended and assigned, the "Agreement") whereby City leased to SSLP a portion of land being described as an approximately 1,600 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement, being the "Premises") located at 71 Hook Square (Tax Parcel # 05-3119-013-0100), Miami Springs, Miami-Dade County, State of Florida. Notice of the Agreement is provided by, and the Premises is described in that certain Memorandum of Site Lease dated March 14, 2001 ("Memorandum"), and recorded on September 21, 2001, in Book 19913, Page 2153 in the Dade County Clerk's Office ("Clerk's Office"); and

WHEREAS, Tenant is the successor-in-interest in the Agreement to SSLP; and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on March 13, 2021 ("Original Term"), and City and Tenant now desire to amend the

terms of the Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes; and

WHEREAS, City and Tenant made and entered into a First Amendment to Flagpole Antenna Lease Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. City does hereby lease and grant unto Tenant, its successors and assigns, the Premises for four (4) additional five (5) year renewal terms beyond the Original Term, such that the Original Term and all renewal terms of the Agreement may last for a term of forty (40) years, expiring on March 13, 2041, unless sooner terminated as provided in the Agreement.

2. The description of the Premises is provided in the Memorandum.

3. If City receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring City's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or City's interest in the Agreement, or an option for any of the foregoing, City shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer. The details of the right of first refusal granted to Tenant in the First Amendment are provided in the First Amendment.

4. If requested by Tenant, City will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. City agrees to be named applicant if requested by Tenant. City shall be entitled to no further consideration with respect to any of the foregoing matters.

5. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

CITY:

Signed, sealed and delivery
in the presence of:

CITY OF MIAMI SPRINGS,
a Florida municipal corporation

Print Name: _____

By: _____ (SEAL)

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing Memorandum of First Amendment to Flagpole Antenna Lease Agreement was signed, sealed, delivered, and acknowledged before me this ____ day of _____, 2015, by _____, _____ (Title), of the City of Miami Springs, a Florida municipal corporation, for and on behalf of the City who [] is personally known to me or who [] produced a _____ as identification.

(Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT
(BU 878268)

THIS FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT ("First Amendment") is made effective this _____ day of _____, 2015, by and between the CITY OF MIAMI SPRINGS, a Florida municipal corporation ("City"), and STC FIVE LLC, a Delaware limited liability company ("Tenant"), successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), by and through its Attorney-in-Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company.

WHEREAS, City and SSLP entered into a Flagpole Antenna Lease Agreement dated March 14, 2001 (as amended and assigned, the "Agreement") whereby City leased to SSLP a portion of land being described as an approximately 1,600 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement, being the "Premises") located at 71 Hook Square (Tax Parcel # 05-3119-013-0100), Miami Springs, Miami-Dade County, State of Florida. Notice of the Agreement is provided by, and the Premises is described in that certain Memorandum of Site Lease dated March 14, 2001 ("Memorandum"), and recorded on September 21, 2001, in Book 19913, Page 2153 in the Dade County Clerk's Office ("Clerk's Office"); and

WHEREAS, Tenant is the successor-in-interest in the Agreement to SSLP; and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on March 13, 2021 ("Original Term"), and City and Tenant now desire to amend the terms of the Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference. "SSLP" shall be replaced throughout the Agreement with "Tenant".

2. Notwithstanding anything in Section 5 of the Agreement to the contrary, the parties hereby agree that the renewal term commencing on March 14, 2016 shall be deemed automatically exercised unless Tenant provides notice to City prior to the end of the renewal term of Tenant's intent not to extend the Agreement.

3. Section 5 of the Agreement is amended by adding the following to the end of the first paragraph:

Upon expiration of the initial term set forth in Section 4 of this Agreement, and of the two (2) additional five (5) year terms set forth above, unless sooner terminated, this Agreement shall automatically renew, commencing on March 14, 2021, for four (4) additional five (5)-year renewal terms, each said renewal term being deemed to be automatically exercised unless Tenant provides notice to City prior to the

end of any renewal term of Tenant's intent not to extend the Agreement, in which case this Agreement shall expire at the end of the then current term, or this Agreement is otherwise terminated as provided in this Agreement. If not sooner terminated as provided herein, this Agreement shall expire on March 13, 2041.

4. The last paragraph of Section 5 of the Agreement is amended by replacing "second (2nd)" in each place it appears with "final".

5. On March 1, 2021, the Annual Base Rent shall increase by a one-time amount equal to ten percent (10%) of the Annual Base Rent in effect for the immediately preceding year ("One-Time Rent Increase") in addition to the regular Annual Base Rent increase scheduled to occur pursuant to the Agreement on the same date ("Regular Rent Escalation"). The Regular Rent Escalation shall be applied first, and then the One-Time Rent Increase shall be applied after the Annual Base Rent is increased pursuant to the Regular Rent Escalation. Following such increase, the Annual Base Rent shall continue to adjust pursuant to the terms of the Agreement.

6. Section 22 of the Agreement is amended by deleting Tenant's notice addresses and inserting the following:

Tenant: STC Five LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

7. The Agreement is amended by adding a new Section 37 to the end thereto:

37. Right of First Refusal. If City receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring City's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or City's interest in this Agreement, or an option for any of the foregoing, City shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer. City's notice shall include a copy of the written offer, including the material terms of the offer. If Tenant does not exercise its right of first refusal by written notice to City given within thirty (30) days, City may convey the property as described in the City's notice. If Tenant declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any

person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement.

8. As additional consideration for amending the Agreement in accordance with this First Amendment, Tenant agrees to pay to City Fifteen Thousand and No/100 Dollars (\$15,000.00) within sixty (60) days of full execution of this First Amendment by both parties.

9. If requested by Tenant, City will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. City agrees to be named applicant if requested by Tenant. City shall be entitled to no further consideration with respect to any of the foregoing matters.

10. IRS Form W-9. City agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new landlord. City's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

CITY:

CITY OF MIAMI SPRINGS,
a Florida municipal corporation

By: _____ (SEAL)

Name: _____

Title: _____

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TENANT:

STC Five LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: _____ (SEAL)
Name: _____
Title: _____



AGENDA MEMORANDUM

Meeting Date: 09/28/2015

To: Mayor Xavier Garcia and Members of the City Council

From: Ron Gorland, City Manager
William Alonso, Assistant City Manager/ Finance Director

Subject: Approval of Memorandum of Understanding with the F.O.P.

On September 10, 2015, the City received a telephone call from FOP Representative Joe Puleo (see attachment A) in which the Union expressed concerns over the change in health insurance coverages for FY15-16. The main issue they seemed to have at that time is that we had not contacted them 30 days before any health benefit changes were implemented and that the new plan had less benefits than the current plan. Furthermore, it was more expensive with Officers now having to pay about \$40 a month instead of the city paying 100% of the cost for an employee only policy. Therefore, on September 22 we had an informational meeting with the Union along with our Labor Attorney to discuss these issues.

We were able to show them that the FOP contract (see attachment B) actually says that we are to notify the Union of any premium rate increases within 30 days of implementation. Since in this case there was actually a rate decrease, the fact that the contract says "within 30 days" (not 30 days prior to implementation), and the fact that health insurance changes have never been bargained in the past 20 or more years, the city proceeded as normal in securing health insurance benefits for all employees. Furthermore, all employees were given the option to select either the HMO Low plan or the HMO high plan.

Subsequent to above, our Labor Attorney informed us that under Florida State Law, any benefit changes can require bargaining by either party.

After showing the Union that there was a rate decrease and the benefits under the old and new plan had not decreased, they then directed us to language in the contract (see attachment B article A) which states that "employees selecting the HMO plan will have the cost for individual coverage 100% paid for by the city. They claim that this allows them to select the HMO high plan and the city would need to pay 100% of the individual employee cost for that benefit, Our Labor Attorney then advised us that they were correct in their interpretation and if we tried to fight this battle we would lose. This would mean that we would end up paying for the additional premiums as well as legal fees for this process and any other additional settlement requirements.

As such, we will need to pay 100% of the employee coverage for the HMO High Plan for individual coverage and this would also affect those with dependent coverage since now we would have to pay 100% of their individual cost for the more expensive HMO High Plan as well as 50% of dependent cost. Attached is a worksheet (attachment C) which indicates that this would cost the city approx. \$19,197 for FY2015-16. We are developing a plan to come up with cost reductions to cover this cost and ensure that this will not affect millage or reserves.

One other issue which is an extremely important timing problem is that there are currently 13 officers who enrolled for the HMO Low plan and in order for them to transfer to the HMO High Plan, the enrollment needs to happen by October 1, 2015. Otherwise we would be in a situation where those 13 employees would be receiving a lower benefit than the other officers enrolled in the high plan.

Our Labor Attorney has prepared a Memorandum of Understanding (attachment D) which covers the proposed agreement and will need to be ratified by both parties.

William Alonso

From: Ron Gorland
Sent: Thursday, September 10, 2015 3:56 PM
To: Jim Crosland
Cc: Loretta M. Boucher; William Alonso; Chief Armando Guzman; Jan Seiden; Tammy Romero; bobs@rjshafer.com
Subject: FOP - Neighborhood Health Partnership Helath Plan

Joe Puleo, MSPD's FOP Rep, just informed me that:

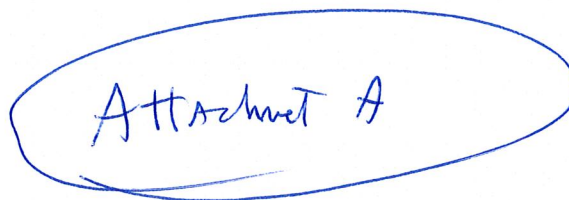
1. Per our contract the City is required to provide one month notice regarding proposed Health Plan changes
2. The new plan, as he's heard, provides less benefits than the current under the less expensive option and
3. The new plan's more expensive option is \$40 more/mo. than the current plan's more expensive option

Joe is calling for a meeting to discuss this.

First we need to sort this out ourselves.

Jim, please call me as soon as possible (786)295.3780

Thanks,



ARTICLE 28. INSURANCE

A. The City will provide major medical, health, dental and vision insurance benefits. If the employee selects the HMO plan, then the City agrees to pay one hundred percent (100%) of the employees individual major medical, health, dental and vision insurance premium. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee.

B. If the employee selects the HMO plan, then employees covered by this Agreement will pay fifty percent (50%) of the cost for health, dental and vision insurance premiums for dependent coverage. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee's dependents.

C. Prior to the implementation of a rate increase both the FOP and employees affected shall be notified in writing within thirty (30) days.

D. In accordance with Florida Statute 112.19, the sum of Twenty Five Thousand Dollars (\$25,000.00) shall be paid by the City to any bargaining unit employee whose duties require him or her to enforce criminal law, make investigations relating thereto, apprehend and arrest violators thereof, or transport, handle or guard persons arrested for, charged with or convicted of violations thereof, provided that such bargaining unit employee, while under seventy (70) years of age and while engaged in the performance of any of the duties mentioned above, is killed or receives bodily injury which results in the loss of his or her life within one hundred and eighty (180) days after being received, regardless of whether he or she is killed or if such bodily injury is inflicted intentionally or

ANALYSIS OF ADDITIONAL COST OF FOP PROPOSAL

	<u>Monthly Payment</u> <u>Under new plan</u>	<u>Proposed</u> <u>Payment</u>	<u>City</u> <u>Cost</u>	<u>FOP Members</u> <u>Enrolled</u>	<u>Total additional</u> <u>annual city cost</u>
Employee Only	\$41.12	\$0.00	\$41.12	23	\$11,349.12
Employee/Children	\$305.94	\$265.06	\$40.88	8	\$3,924.48
Employee/Spouse	\$412.57	\$371.69	\$40.88	1	\$490.56
Family	\$625.83	\$584.96	\$40.87	<u>7</u>	<u>\$3,433.08</u>
				39	\$19,197.24

Other Officers not included above:

One in POS

One in Choice Plan

Two officers refused coverage

Total Officers-43

NOTES:

Proposed payment reflects the city paying 100% of the individual cost for the HMO High Plan.

Monthly payment under the new plan is what the employee portion of cost is based on enrolling in HMO High Plan

The City currently pays 100% of the HMO Low Plan for individual coverage and 50% for dependents.

There are currently 13 employees enrolled in the Hmo low plan and 26 in the high plan

Attachment C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into, by and between the City of Miami Springs ("City") and the Florida State Lodge Fraternal Order of Police, Inc. ("FOP").

WHEREAS, the City has offered two HMO plans to its employees to provide group health insurance for Fiscal Year 2015-2016, which plans are known as the "Low HMO Plan," the "High HMO Plan," the "POS Plan," and the "Choice Plan"; and

WHEREAS, the open enrollment period for the plans closes as of October 1, 2015, and no employees may thereafter change their enrollment except upon the occurrence of a qualifying event under the terms of the plans; and

WHEREAS, the cost of premiums under the two plans per pay period is allocated as shown in the charts below:

Low HMO Plan Premium Allocation Per Pay Period		
	City Portion	Employee Portion
Employee	\$243.50	\$0.00
Employee + Spouse	\$392.03	\$148.53
Employee + Child(ren)	\$349.42	\$105.92
Employee + Family	\$477.26	\$233.76

High HMO Plan Premium Allocation Per Pay Period		
	City Portion	Employee Portion
Employee	\$243.50	\$18.17
Employee + Spouse	\$433.91	\$190.41
Employee + Child(ren)	\$384.70	\$141.20
Employee + Family	\$532.34	\$288.84

WHEREAS, the City and the FOP have bargained the impact of the implementation of the these plans;

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows, subject to and upon valid ratification of this MOU by the bargaining unit and by the City Commission:

1. The representations above are true and incorporated here by reference.
2. The City agrees to allocate premiums for the High HMO Plan as shown in the chart below. The premium allocation for the Low HMO Plan, the POS Plan, and the Choice Plan will remain unchanged.

High HMO Plan Premium Allocation Per Pay Period		
	City Portion	Employee Portion
Employee	\$281.23	\$0.00
Employee + Spouse	\$452.78	\$171.55
Employee + Child(ren)	\$403.56	\$122.34
Employee + Family	\$551.21	\$268.98

3. Employees already enrolled in the Low HMO Plan will be permitted to change their enrollment to the High HMO Plan provided, however, that such change must be effected no later than close of business on Wednesday, September 30, 2015, and no employee shall be permitted to change their enrollment thereafter except according to the terms of the Plan, e.g., because of a qualifying event.

4. This MOU takes effect upon valid ratification by both parties and the premium allocation will not occur until such valid ratification by both parties. The premium allocation agreed to herein will be given effect retroactive to October 1, 2015.

5. This MOU expires on September 30, 2016, and the allocation of premiums agreed to herein will have no bearing on future allocation of premiums and will not become status quo.

CITY OF MIAMI SPRINGS

FLORIDA STATE LODGE, FRATERNAL
ORDER OF POLICE, INC.

By: _____
Ron Gorland, City Manager

By: _____
Joe Puleo, Staff Representative

Date: _____

Date: _____