



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

Vice Mayor Billy Bain
Councilwoman Roslyn Buckner

Councilman Bob Best
Councilman Jaime Petralanda

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

CITY COUNCIL REGULAR MEETING AGENDA **Monday, December 14, 2015 – 7:00 p.m.** **City Hall, Council Chambers, 201 Westward Drive**

1. Call to Order/Roll Call

2. Invocation: Councilman Best

Salute to the Flag: Students from Miami Springs Middle School will lead the audience in the Pledge of Allegiance and Salute to the Flag

3. Awards & Presentations:

A) Recognizing the Miami Springs Little League Lightning 12U Travel Softball Team for winning USSSA Weston Fall Classic

B) Yard of the Month Award for December 2015 – 140 Apache Street – Maria Puyada

C) Swearing in Ceremony for newly hired Miami Springs Police Officers Edwin J. Dominguez and Adonys Llorens

D) Presentation by Carlos Migoya on Jackson West Project

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) November 9, 2015 – Regular Meeting

6. Reports from Boards & Commissions: None.

7. Public Hearings:

A) **Ordinance – Second Reading** – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 150-010, Roof Materials, Requirements And Re-Roofs; By Including A New Provision Permitting Flat Roofs With Continuous Parapets; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

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

A) Approval of City Attorney's Invoice for November 2015 in the Amount of \$11,556.00

B) Recommendation by Building & Code Compliance that Council authorize the issuance and/or execution of a contract to Advance Data Solutions, utilizing State of Florida contract #973-561-010-1 (attached), in an amount not to exceed \$20,000.00 for the scanning of all building street files, which includes permits and plans in the Building Department, as funds were budgeted in the FY 15/16 Budget pursuant to Section 31.11 (E)(5) of the City Code

C) Recommendation by Finance that Council approve an expenditure to Jumpin' Jack Productions in the amount of \$1,500.00, for the December 2015 Classic Car Show at the Circle as funds were approved in the FY 15/16 Budget

D) Recommendation by Finance that Council approve an expenditure to the River Cities Festival in the amount of \$7,500.00, for the 2016 River Cities Festival as funds were approved in the FY 15/16 Budget

9. Old Business:

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

B) Discussion of status of Suco Election Litigation

C) Initiation of Strategic Plan Review

10. New Business:

A) Curtiss Mansion LAP Agreement - Approval of Resolution authorizing execution of the LAP agreement for the Curtiss Mansion Trailhead Project (parking lot/driveway)

B) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Fifth Budget Amendment To The FY 2014-2015 Budget; By Increasing The General Fund Budget And The Special Revenue And Capital Projects Budget By Recording Various Expenses And Payments To Be Made By The City; Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

C) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Amending The Current Schedule Of Charges For Building, Plumbing, Electrical, Mechanical And Other Related Permit Charges Or Fees; Effective Date

D) Discussion and recommendation regarding Prince Field Playground alternatives

E) Request by Kathie and Martin Marquez for scheduling of a date for their Board of Appeals hearing

F) Selection of Artist via Arts in Public Places process for our Aquatic Facility

G) Recommendation by Finance that Council authorize the execution of an agreement between the State of Florida, Department of Environmental Protection, Division of Water Restoration Assistance, in the amount of \$500,000.00 on a cost reimbursement basis with no math requirement, to conduct a study of the Melrose and Esplanade drainage canal bank erosion problems, design solutions and implement stabilization to remediate embankment collapse and resulting negative impact on flow, roads, trees and vegetation.

H) Recommendation by Finance that Council approve exercising our second option year of the contract with Alberni, Caballero & Fierman, LLP, in the amount of \$34,000.00, for external auditing services as funds were budgeted in the FY15/16 Budget pursuant to Section § 31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract awarded under the City's RFP#02-12/13

I) Recommendation by Police that Council approve the Mutual Aid Agreement to participate in the South Florida Money Laundering Strike Force

J) Request for Council to provide direction for Code Compliance enforcement of current applicable codes regarding swale/tree decorations

11. Other Business:

A) FY 2014-2015 Fourth Quarter Budget Status Update (Unaudited)

B) Consideration of Cancelling/Rescheduling the Regular Council meeting of Monday, December 28th


12. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

13. Adjourn

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

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

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

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

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

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

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





CERTIFICATE OF RECOGNITION

Presented to

Maria Puyada

Of

140 Apache Street

for her home being designated as

***“YARD OF THE MONTH”
DECEMBER, 2015***

Presented this 14th day of December, 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, November 9, 2015 7:00 p.m.

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

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:05 p.m.

Present were the following:

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

City Manager Ronald K. Gorland
Assistant City Manager/Finance Director William Alonso
City Attorney Jan K. Seiden
Professional Services Supervisor Tammy Romero
Recreation Director Omar Luna
City Clerk Erika Gonzalez-Santamaria

- 2. Invocation:** Offered by Councilman Petralanda

Salute to the Flag: Students from ISAAC Academy lead the audience in the Pledge of Allegiance and Salute to the Flag

- 3. Awards & Presentations:**

A) Aquatic Facility Construction Issues Discussion

Jorge Ferrer of B&A Architects addressed all of the Council's questions regarding the aquatic facility construction. Specifically, in regards to the permits that have been issued by Miami-Dade County and those that are still pending.

- 4. Open Forum:**

The following members of the public addressed the City Council: Debra Ferrero, 219 Miami Springs Avenue.

- 5. Approval of Council Minutes:**

A) October 26, 2015 – Regular Meeting

Councilman 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

Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

6. Reports from Boards & Commissions:

A) Board of Adjustment – Approval of Actions Taken at their Meeting of November 2, 2015 Subject to the 10-day Appeal Period

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

7. Public Hearings: None at this time.

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

A) Approval of City Attorney’s Invoice for October 2015 in the Amount of \$13,304.25

B) Recommendation by the Police Department that Council approve an expenditure of \$14,000.00 to Loxia Technologies, the lowest responsible quote after obtaining three written quotes (attached), for the purchase, installation and training of a VersaDial Audio Log for 911 operation, as these funds were approved in the FY 15/16 Budget pursuant to Section §31.11(C)(2) of the City Code

C) Recommendation by the Police Department that Council approve an expenditure of \$18,000.00 to Loxia Technologies, the lowest responsible quote after obtaining three written quotes (attached), for the purchase and installation of a new Panasonic Hybrid telephone system, as these funds were approved in the FY 15/16 Budget pursuant to Section §31.11(C)(2) of the City Code

The City Manager read all items by title for the record.

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

9. Old Business:

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

There were no appointments made at this time.

B) Re-appointments to the following active Advisory Boards; Board of Adjustment/Zoning and Planning Board, Code Enforcement Board, Education Advisory Board, Historic Preservation Board, Board of Parks & Parkways, and Recreation Commission

Councilman Best moved to re-appoint all pending board members to their respective boards. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

C) Recommendation 1: Recommendation by Recreation that Council award City RFP #08-14/15 for Stafford Park Athletic Field Maintenance and RFP #09-14/15 for Peavy Dove and Prince Field Athletic Field Maintenance to Ballpark Maintenance, Inc., the lowest responsible bidder and authorize the execution of a contract (attached), in the amount of \$159,293.17, for the maintenance of the athletic fields at Stafford Park, Peavy Dove and Prince Field as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(1) of the City Code

Vice Mayor Bain moved to approve Recommendation 1 and 2. Councilman Bain seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

Recommendation 2: The Recreation Department requests an additional \$19,600.30 to FY15/16 Budget account #001-5705-572.34-00 to cover the cost of our new fields maintenance contract. These funds would have to be budgeted from reserves

Vice Mayor Bain moved to approve Recommendation 1 and 2. Councilman Bain seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

D) Recommendation by Recreation that Council reject the bid received in response to RFP #10-14/15 for field maintenance services for mowing, litter control, etc. After further discussion, the maintenance of these areas will be completed in-house by our Public Works Department

Vice Mayor Bain 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 Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

10. New Business:

A) Recommendation by Recreation that Council authorize the issuance and/or execution of a purchase order to Hector Turf, utilizing a cooperative purchase with National IPA under contract #120535 in an amount of \$15,530.00, for the purchase of a new Toro Sand Pro Model 3040 as funds were budgeted in the FY 15/16 Budget pursuant to Section 31.11 (E)(5) of the City Code

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

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Determining The Necessity And Appropriateness Of The Acquisition Of Equipment Pursuant To A Master Lease With Suntrust Equipment Finance And Leasing Corporation; Authorizing The Execution And Delivery Of Equipment Schedule No. 06 To Master Lease Agreement No. 04298; Authorizing The City Manager And Other Authorized City Officers To Execute The Lease Documentation, Evidence The Validity Of The Lease Documents, And Affix The City Seal Where Required; Directing The Execution Of Any Additional Lease Documentation By The Proper Officials And Officers Of The City In Order To Effectuate The Subject Transaction; Declaration Of Transaction Compliance With Internal Revenue Service Regulations; Effective Date

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

C) **Ordinance – First Reading** – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 150-010, Roof Materials, Requirements And Re-Roofs; By Including A New Provision Permitting Flat Roofs With Continuous Parapets; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

Valerie Laury McCarty, 424 Hunting Lodge Drive, addressed the City Council.

Vice Mayor Bain 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 Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

D) Review and request from the Historic Preservation Board seeking permission to resubmit for consideration the designation of the Geiger Memorial

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

E) Request by the Historic Presentation Board for authorization to provide a newly drafted Designation Letter from the board

City Attorney Seiden read the proposed intro letter for the record.

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

F) Consideration of the Board of Parks and Parkways Recommendations for the Yard of the Month Awards for December 2015 and January 2016

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

10. Other Business:

A) Consideration of Cancelling/Rescheduling the Regular Council meeting of Monday, November 23rd

Councilman Best moved to cancel the November 23rd Council Meeting. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

11. Reports & Recommendations:

A) City Attorney

The City Attorney had nothing to report at this time.

B) City Manager

City Manager Gorland reminded the public and Council about the Veteran's Day event on Wednesday. He encouraged everyone to attend the event.

C) City Council

Councilwoman Buckner had no report at this time.

Councilman Petralanda had no report at this time.

Councilman Bain inquired about the American flag at the Geiger Memorial.

Vice Mayor Best wished everyone a Happy Thanksgiving.

Mayor Garcia wished the Esposito family condolences. He thanked everyone who participated in the job fair that took place on Saturday at the Community Center; he also thanked Senator Garcia and Representative Avila for their efforts in putting on the job fair in the City.

13. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:10 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 14th day of December, 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.

ORDINANCE NO. – 2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-010, ROOF MATERIALS, REQUIREMENTS AND RE-ROOFS; BY INCLUDING A NEW PROVISION PERMITTING FLAT ROOFS WITH CONTINUOUS PARAPETS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, the City has recently begun to receive requests to allow flat roofs on new structures to be built in the City; and,

WHEREAS, although the requests have mostly involved “modern style” construction, the flat roof authorization would also accommodate the “pueblo style” construction which is historically significant to the City; and,

WHEREAS, a material part of the discussions related to the authorization of new flat roof structures is the requirement to provide a continuous parapet to screen the roofing materials and any equipment to be located on the roof; and,

WHEREAS, the City administrative staff proposed the authorization of newly constructed flat roof structures to the City Council for its review and discussion; and,

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to authorize the use of flat roofs with continuous parapets on the newly constructed structures in the City;

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

Section 1: That Code of Ordinance Section, 150-010, Roof Materials, Requirements and Re-Roofs, is hereby amended as follows:

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

A).....

B).....

C).....

D).....

E) Flat roofs are also permitted with a continuous masonry parapet with a minimum height of 18 inches, but in all cases taller than any rooftop equipment that may be placed thereon, and may be constructed of any material

approved by the Florida Building Code, and shall have a minimum pitch as required by the Florida Building Code.

(F) (-E) Flat roofs without parapet screening shall also be permitted for home additions, attached garages or carports, or detached accessory structures ~~shall only be permitted~~ if the residential structure on the property, or a substantial adjoining or adjacent portion thereof, has an existing flat roof that will continue to be maintained. If permitted, based upon the foregoing criteria, such flat roofs shall have a minimum pitch of ~~one fourth inch rise per foot of run~~ as required by the Florida Building Code.

(G) (F) Notwithstanding the foregoing, flat roofs will be permitted on "open patios", without screening, in rear yard areas, which constitute non-living space, so long as the property owner agrees that the patio area will never be enclosed so as to constitute "living space", and will execute a recordable and appropriate "Covenant Running-With-the-Land" to provide notice to future purchasers of the property and further assurances of compliance to the City. In addition, the provisions of this section shall also be applicable to appropriate instances of reverse frontage.

(H) (G) Re-roofs.....

(I) (H) ~~Reserved.~~ If a dispute arises as to whether all conditions have been met, any applicant can file an application in accordance with the procedures set forth in the Code of Ordinances for securing variances from the City to secure a final determination from the Board of Adjustment and City Council.

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

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

PASSED ON FIRST READING this 9th day of November, 2015, on a motion made by Vice Mayor Bain and seconded by Councilwoman Buckner.

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

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

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, MMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

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

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

December 11 for November

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	1,944.00	14.40
Human Resources Department	330.75	2.45
Risk Management	560.25	4.15
Finance Department	580.50	4.30
Professional Services	135.00	1.00
Building,Zoning & Code Enforcement Department	540.00	4.00
Planning	1,586.25	11.75
Police Department	445.50	3.30
Public Works Department	175.50	1.30
Recreation Department		0.00
IT Department		0.00
Golf	114.75	0.85
Senior		0.00
General - Administrative Work	5,143.50	38.10
Sub-total - General Fund	<u>\$11,556.00</u>	<u>85.60</u>
 <u>Special Revenue, Trust & Agency Funds</u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
Sub-total - Special Funds	\$0.00	<u>0.00</u>
 GRAND TOTAL: ALL FUNDS	 \$11,556.00	 85.60



AGENDA MEMORANDUM

Meeting Date: 12/14/2015

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

Via: Ron Gorland, City Manager *Ron*

From: Ulises Fernandez, Building Official and Code Compliance Director
Erika Gonzalez-Santamaria, MMC, City Clerk

Subject: Scanning of Permits and Plans for the Building Department

Recommendation: Recommendation by Building & Code Compliance that Council authorize the issuance and/or execution of a contract to Advance Data Solutions, utilizing State of Florida contract #973-561-010-1 (attached), in an amount not to exceed \$20,000.00 for the scanning of all building street files, which includes permits and plans in the Building Department, as funds were budgeted in the FY 15/16 Budget pursuant to Section 31.11 (E)(5) of the City Code.

Discussion/Analysis: The Building Department is requesting approval for the expenditure of budgeted funds for the scanning of the permits and plans filed in the street files. This project is the initial phase of an extensive effort to digitize all old permits and plans. The completion of the entire project will facilitate the department in maintaining documents and the creation of space in the current filing system. This will also simplify the document research process for records requests.

Fiscal Impact (If applicable): The amount will not exceed the FY15/16 budgeted amount of \$20,000.00.

Submission Date and Time: 12/9/2015 4:02 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Bldg. & Code Compliance</u> Prepared by: <u>Erika Gonzalez-Santamaria</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: <i>Ulises Fernandez</i> Procurement: _____ Asst. City Mgr.: _____ City Manager: <i>[Signature]</i>	Dept./ Desc.: <u>Building Department</u> Account No.: _____ Additional Funding: _____ Amount previously approved: \$ _____ Current request: \$ _____ Total vendor amount: \$ _____



Quotation for Services – State Contract – 08-13-15

BILL TO:
 City of Miami Springs
 201 Westward Drive
 Miami Spring, Florida 33166
 Attn: Ulises Fernandez
 305.842.4321 /
 fernandezu@miamisprings-fl.gov

Quantity	Description	Price	Ext. Price
175 Hours	<p>Per Batch:</p> <p>25 Oversized Bankers Boxes Consisting of up to 500 Size E Wide Format Plans or up to 6,500 Small Format Documents or a combination of both.</p> <p>Services to include Record Preparation, Record Conversion to Group IV Standard TIFF File Format & Metadata / Indexing of all records in accordance with naming conventions consistent with Laserfiche Electronic Document Management System.</p> <p>Incidental Expenses: DVD Media Discs - \$15 Each (holds 25 banker boxes each) Pick-Up & Re-Delivery - \$75 Each Way Box Destruction - \$5.00 Each Incidental Programming - \$75 per hour</p>	\$28.00 Per Hour	\$4,900.00
	<p>Priced at an Hourly rate of \$28.00 Per Hour For 175 Hours = \$ 5,200.00 to demonstrate 75% savings below State Contract Hourly rate pricing of \$100 Per Hour</p> <p>STATE CONTRACT #: 973-561-010-1</p>		
	Total		\$4,900.00

**Advanced Data Solutions, Inc. State Contract #973-561-10-1
 Job Code #1420 - Data Modeler**

Base Conversion: Conversion of approximately **162,000** Data Image Files per 25 Box Batch of Building Records. Creation of Flat Data Files for Conversion to Group IV TIFF files for interface within the City's Laserfiche Records Management System – Conversion with Dept of State Guidelines of 300 dpi within Group IV TIFF Files Converted to Group IV TIFF Files.

Data Conversion to include, Record Conversion, Indexing and Metadata Tagging and Extensive Quality Review

	A	B	C	D	E	D
	PROJECT AREA 4: Staff Augmentation	Job No.	Job Title	Scope Variant		Advanced Data Solutions, Inc.
41				C. Advanced	100.00	
42				D. Expert	110.00	
43	Data Strategy and Management	1400.00	Database Manager			
44				1. Team Leader	110.00	
45				2. Manager	120.00	
46				3. Sr. Manager	130.00	
47		1410.00	Data Architect			
48				A. Entry	85.00	
49				B. Intermediate	100.00	
50				C. Advanced	110.00	
51				D. Expert	135.00	
52		1420.00	Data Modeler			
53				A. Entry	65.00	
54				B. Intermediate	85.00	
55				C. Advanced	100.00	
56		1430.00	Database Analyst			
57				A. Entry	80.00	
58				B. Intermediate	90.00	
59				C. Advanced	100.00	
60				D. Expert	110.00	
61		1440.00	Database Administrator			
62				A. Entry	75.00	
63				B. Intermediate	90.00	
64				C. Advanced	110.00	
65				D. Expert	120.00	



AGENDA MEMORANDUM

Meeting Date: 12/14/2015
To: The Honorable Mayor and Members of the City Council
Via: Ron Gorland, City Manager *Car*
From: William Alonso, Assistant City Manager/ Finance Director
Subject: December Car Show Invoice

Recommendation:

Recommendation by Finance that Council approve an expenditure to Jumpin Jack productions in the amount of \$ 1,500.00, for the December 2015 Car Show at the Circle as funds were approved in the FY15/16 Budget,

Discussion/Analysis:

This is the first of two annual car shows that Council budgeted for FY15-16.

Fiscal Impact (If applicable):

\$1,500 as budgeted for FY15/16 under Council's Promotions line item budget

Submission Date and Time: 12/2/2015 9:11 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u> Prepared by: <u>William Alonso</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: <u><i>[Signature]</i></u> Procurement: <u><i>[Signature]</i></u> Asst. City Mgr.: <u><i>[Signature]</i></u> City Manager: <u><i>[Signature]</i></u> Attorney: <u>N/A</u>	Dept./ Desc.: <u>City Council</u> Account No.: <u>001-0101-511-48-00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>-0-</u> Current request: \$ <u>\$1,500.00</u> Total vendor amount: \$ <u>\$1,500.00</u>

Jumpin jack productions*[Your Company Slogan]*

6776 orchid drive
 Miami lakes fla 33014
 Phone 305 214 cars

INVOICE

INVOICE # 121915
DATE: December 2, 2015

Bill To:

[Name]CITY OF MIAMI SPRINGS
 [Company]
 [Address]201 WESTWARD DRIVE

[City, State ZIP Code]MIAMI SPRINGS FLA 33166
 [Phone]305 805 5040

Ship To:

[Name]
 [Company]
 [Address]
 [City, State ZIP Code]
 [Phone]

Comments or special instructions: atten BARBARA

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	MOBILE DJ		\$ 1500.00
2	REGISTRATION STAFF		
4	PARKING STAFF		
1	PRODUCTION MANAGER		
120	DASH PLAQUES		
30	AWARDS		
1	FLAT SCREEN TV		
2	\$ 50.00 GAS CARDS		
SUBTOTAL			\$ 1500.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$ 1500.00

Make all checks payable to **JUMPIN JACK PRODUCTIONS**
 If you have any questions concerning this invoice, contact **JUMPIN JACK 305 214 CARS**

THANK YOU FOR YOUR BUSINESS!



AGENDA MEMORANDUM

Meeting Date: 12/14/2015
To: The Honorable Mayor and Members of the City Council
Via: Ron Gorland, City Manager
From: William Alonso, Assistant City Manager/ Finance Director
Subject: River Cities Festival Sponsorship

Recommendation:

Recommendation by Finance that Council approve an expenditure to the River Cities Festival in the amount of \$ 7,500, for the 2016 River Cities Festival as funds were approved in the FY15/16 Budget,


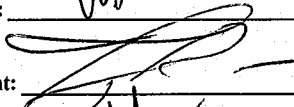
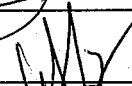

Discussion/Analysis:

This is the annual festival that Council budgeted for FY15-16.

Fiscal Impact (If applicable):

\$7,500 as budgeted for FY15/16 under Council's Promotions line item budget

Submission Date and Time: 12/4/2015 11:40 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>City Council</u>
Prepared by: <u>William Alonso</u>	Procurement: <u></u>	Account No.: <u>001-0101-511-48-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u></u>	Amount previously approved: \$ <u>-0-</u>
	Attorney: <u>N/A</u>	Current request: \$ <u>\$7,500</u>
		Total vendor amount: \$ <u>\$7,500</u>



APRIL 15, 16, 17

CITY OF MIAMI SPRINGS
Accounts Payable
201 Westward Drives
Miami Springs, FL 33166

Attn: William Alonso

INVOICE

City of Miami Springs' allocation for the 2016 River Cities Festival as per the 2015-16 budget. Includes all major sponsor benefits and advertising in the 2016 River Cities Festival Program and other promotional pieces.

Total Due \$7,500

Make check payable to the River Cities Festival,
PO Box 526600, Miami, FL 33152

Handwritten notes:
52
2
001-0101-5711-48-00



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

TO: Honorable Mayor Garcia and Members of the City Council
 FROM: Erika Gonzalez-Santamaria, City Clerk
 DATE: December 9, 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	04-30-2018	01-29-2015	11-09-2015
Councilman Best	Bob Calvert	04-30-2018	01-28-2013	11-09-2015
Bain Vice Mayor	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilwoman Buckner	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
Councilman Petralanda	Manuel Pérez-Vichot	04-30-2017	12-14-1998	11-09-2015
Mayor Garcia	Alejandro J. Gonzalez	10-31-2017	12-03-2015	12-03-2015
<u>Architectural Review Board</u>				
Mayor Xavier Garcia	Marc Scavuzzo*	10-31-2016	08-27-2012	11-09-2015
Councilman Best	Valentine Soler	10-31-2016	01-14-2013	11-09-2015
Vice Mayor Bain	Joe Valencia*	10-31-2016	02-27-2012	11-09-2015
Councilwoman Buckner	Fredy Albiza*	10-31-2016	08-27-2012	11-09-2015
Councilman Petralanda	Ana Paula Ibarra*	10-31-2016	10-10-2011	11-09-2015
<u>Code Enforcement Board</u>				
Mayor Xavier Garcia	Jorge Filgueira*	11-30-2017	08-27-2012	11-09-2015
Mayor Xavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Councilman Best	Marlene B. Jiménez	09-30-2018	03-02-2005	11-09-2015
Vice Mayor Bain	John Bankston	09-30-2017	09-23-2002	11-09-2015
Councilman Bain	Rhonda Calvert	09-30-2017	09-25-2006	11-09-2015
Councilwoman Buckner	Jacqueline Martinez Regueira	09-30-2018	06-09-2003	11-09-2015
Councilman Petralanda	Robert (Bob) Williams	09-30-2016	03-10-2008	10-25-2010
<u>Code Review Board</u>				
Mayor Xavier Garcia	VACANT	04-30-2018		
Councilman Best	Maria (Nuñez) Garrett	04-30-2017	05-08-2009	11-09-2015
Vice Mayor Bain	Arthur Freyre	04-30-2017	05-19-2009	05-09-2011
Councilwoman Buckner	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		
Councilman Best	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Vice Mayor Bain	Grace Bain	12-31-2016	01-13-2014	01-13-2014
Councilwoman Buckner	Richard Barnes	12-31-2016	05-11-2009	01-24-2011
Councilman Petralanda	Thomas W. Cannon	12-31-2016		

Ecology Board

Mayor Xavier Garcia	Wendy Anderson Booher*	04-30-2018	01-12-2009	11-09-2015
Councilman Best	Trina Aguila	04-30-2018	10-28-2013	11-09-2015
Vice Mayor Bain	Carl Malek*	04-30-2017	11-22-2010	05-09-2011
Councilwoman Buckner	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	05-31-2017	02-17-2015	11-09-2015
Councilman Best	Constantino Hernandez	05-31-2017	04-27-2015	11-09-2015
Vice Mayor Bain	Dr. Mara Zapata*	05-31-2017	06-13-2011	11-09-2015
Councilwoman Buckner	Ilia Molina	05-31-2017	02-05-2015	11-09-2015
Councilman Petralanda	Steve Owens	05-31-2017	05-13-2013	11-09-2015

Golf and Country Club Advisory Board

Mayor Xavier Garcia	Michael Domínguez*	07-31-2017	04-12-2010	11-09-2015
Councilman Best	Mark Safreed	07-30-2017	08-08-2005	11-09-2015
Vice Mayor Bain	George Heider	07-31-2017	08-13-2001	11-09-2015
Councilwoman Buckner	Ken Amendola*	07-31-2017	10-10-2011	11-09-2015
Councilman Petralanda	Art Rabade	07-31-2017	03-11-2013	11-09-2015

Historic Preservation Board

Mayor Xavier Garcia	Sydney Garton	01-31-2016	11-08-1993	02-08-2010
Councilman Best	Charles M. Hill	02-28-2018	03-08-2004	11-09-2015
Vice Mayor Bain	Yvonne Shonberger	02-28-2017	06-13-2005	09-10-2012
Councilwoman Buckner	Dr. James Watson	02-28-2018	06-09-2014	11-09-2015
Councilman Petralanda	Jo Ellen Phillips	01-31-2016	2-14-2013	08-26-2013

Board of Parks & Parkways

Mayor Xavier Garcia	Eric Richey	04-30-2018	02-13-1989	11-09-2015
Councilman Best	Tammy K. Johnston	04-30-2018	04-27-2006	11-09-2015
Vice Mayor Bain	Lynne V. Brooks*	04-30-2018	08-08-2011	11-09-2015
Councilwoman Buckner	Irene Priess	04-30-2017	08-13-2001	04-25-2011
Councilman Petralanda	Lee Fisher	04-30-2017	03-23-2015	03-23-2015

Recreation Commission

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

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

From: Ronald K. Gorland, City Manager *RK*
William Alonso, Assistant City Manager and Finance Director

Subject: Strategic Plan Review

VISION WITHOUT ACTION IS A DAYDREAM; ACTION WITHOUT VISION IS CHAOS

Request:

Review attached in anticipation of discussing/revising the City's Strategic Plan starting in January

Discussion/Analysis:

Preparation for January strategic plan discussion considerations include:

- Review process Council will use?
- Assistance from a professional strategic planner (we used one to develop this strategic plan)?
- Benefit of a workshop, town hall meeting, etc.?
- Other considerations that Mayor/Council might have?

Submission Date and Time: 12/10/2015

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

City of Miami Springs



Strategic Plan

2012-2017

Prepared By: Bill Busutil

January 2012

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Preamble

Through the participation of our residents and business owners, the City of Miami Springs has completed and we, the City Council, hereby adopt this 2012-2017 Strategic Plan as a blueprint for continued progress toward the realization of our vision. In addition, we pledge that any ordinances or resolutions passed by this Council will be consistent with the concepts, goals and priorities represented in this Strategic Plan.

Mission Statement

Our mission is to protect the health, welfare and safety of our residents, property owners, business owners and visitors, by delivering quality services at a reasonable cost, in a personalized manner.

Our Vision for Miami Springs

In five years...

- Our beautiful residential ambiance will be even more striking than it is today.
- Our tax base will be strengthened and diversified, while our taxes are further reduced through targeted commercial development and annexation.
- Both the quality and level of municipal services we provide will be enhanced in a fiscally responsible manner.
- Miami Springs will be viewed both as the preferred community in which to live and raise a family, and as a choice destination for businesses and visitors.

Our mission is a clear, concise statement of the overall purpose of Miami Springs' City Government. It also describes what the City must aspire to achieve every day.

Our five year vision briefly describes "where" we want our community to be five years from now.

Taken together, the five year vision and mission serve as the primary steering mechanism for growth and development, and form the framework for prioritizing the delivery of municipal services for the next five years.

Core Values

The City Government's core values represent our most basic beliefs. They define what we stand for, and serve as the foundation for the design of our Strategic Plan.

- Every resident, property owner and business owner is valued equally.
- Diversity and tolerance are valued and encouraged.
- Innovation is encouraged.
- We must have the courage to take on important projects, even when confronted with risk or pessimism.
- We encourage regional approaches to large scale problems and opportunities, mindful of the well being of our neighbors outside of Miami Springs.
- We demand an uncompromising commitment to high quality public services.
- We demand principled leadership.
- We demand honest, responsive governance.
- We practice transparent, responsible financial management.
- We demand excellent, ethical City management.

Strategic Plan Structure

This strategic plan contains five strategic areas: Public Safety, Economic Development, Municipal Service Delivery, Financial Management and Communication.

The City of Miami Springs must achieve outstanding results in each strategic area in order to realize our vision and achieve our mission.

Each strategic area contains one or more goals. Each goal is supported by one or more measurable objectives, strategies or initiatives, and key performance indicators.

The measurable objectives describe specific achievements designed to ensure the successful accomplishment of their related goals.

Each goal is also supported by a set of strategies and/or initiatives, which describe “how” the goals will be achieved.

The final component of each strategic area is a set of key performance indicators that will be tracked on an ongoing basis to monitor progress toward the achievement of the goals and objectives.

Public Safety

Ensuring our residents' public safety is our most important municipal service. Miami Springs has enjoyed a long standing tradition of exceptionally low crime rates and safe streets. This strategic area focuses on enhancing the proactive capabilities of the Police Department to further reduce crime and improve traffic safety.

Goal

Enhance public safety and security.

Objectives

- Reduce traffic accidents by 15%, by October 2015.
- Reduce property crimes by 10%, by October 2015.
- Increase communication and positive interaction between Police and residents.
- Expand Police Personnel development and education programs.

Strategies/Initiatives

- Install and implement red light cameras.
- Install a City-wide video surveillance system.
- Deploy a pro-active crime prevention/detection system.
- Expand public education via various media and outreach programs.
- Improve Police/resident communication through social media, cellular applications and information systems.
- Increase the use of cutting-edge technology to improve the efficiency of crime prevention, detection and investigation.
- Enhance educational and professional development incentives for Police personnel.

Key Performance Indicators

- Number (#) of traffic accidents
- Number (#) of police reports filed involving crimes
- Satisfaction survey responses
- Number (#) of college degrees obtained and completions of in-service training

Economic Development

Economic development is a critical priority for the City of Miami Springs during the next five years. Prudent commercial development, along with targeted annexation will enable us to increase revenue while simultaneously lowering the tax burden on our residents.

Goal

Strengthen and diversify the tax base.

Objective

Increase the current 20% ratio of commercial tax revenue to total tax revenue to 25%, by October 2016.

Strategies/Initiatives

- Establish development guidelines that encourage business investment along N.W. 36th Street and the downtown business district.
- Expand marketing efforts to attract new businesses to the City.
- Work closely with the Beacon Council, Miami International Airport and the Port of Miami to facilitate business investment in the City.
- Re-establish communication with the County to pursue annexation.
- Work with Virginia Gardens to explore the feasibility of a targeted commercial redevelopment initiative at the intersection of N.W. 36th Street and Curtiss Parkway. This initiative would include the entry way to both Cities.
- Encourage additional development of public access from the north side of commercial buildings along N.W. 36th Street.
- To encourage business investment in the City, develop financial and logistical incentives, which may include:
 - reduced permit fees as appropriate, on a case by case basis
 - expedited plan review and permit processing, and
 - other financial incentives.
- Improve teamwork between the City, civic organizations, business owners and commercial property owners.

- Provide an economic development plan for the City that supports this strategic plan.
- Explore the feasibility of implementing other creative measures that would foster commercial development, which may include:
 - making use of air rights and transfer of development rights, and
 - expanding permissible color selections for commercial buildings.

Key Performance Indicators

- Commercial tax base as it appears on the annual tax roll
- Number (#) of business licenses

Municipal Service Delivery (Public Works, Recreation, Golf and Senior Services)

Miami Springs' residents have enjoyed outstanding municipal services throughout the years. Our community's exceptional residential ambiance and recreation programs are directly attributable to the quality of those services. We are committed to maintaining and/or enhancing both the quality and level(s) of municipal services provided to our residents during the next five years.

Goal #1

Maintain the high standards of municipal services that support the ambiance of our neighborhoods.

Objectives

- Continue to receive the annual Tree City U.S.A. and Growth awards.
- Increase community awareness of municipal services through all public media (see the "Communication" strategic area for more details).

Strategies/Initiatives

- Obtain public input to determine general maintenance priorities of City-owned property, including: sidewalks, buildings, street lights, fields, landscapes, alleys, etc.
- Implement appropriate changes to maintenance priorities.

Key Performance Indicators

- Annual Tree City U.S.A. and Growth awards
- Results of an annual resident satisfaction survey

Municipal Service Delivery...Continued

Goal#2

Expand recreational and leisure services for residents of all ages and needs.

Objectives

- Increase selected program offerings by 5%, by October 2013.
- Increase participation by youth, adults and seniors in selected programs by 5%, by October 2013.

Strategies/Initiatives

- Obtain public input to establish priorities for program offerings.
- Implement appropriate changes to program offerings.
- Revisit and explore the feasibility of redesigning the golf course in a way that would “free up” unused land on the property for other recreational purposes.

Key Performance Indicators

- Number(#) and/or level(s) of program offerings
- Participation levels for youth, adults and seniors

Financial Management

As guardians of the Public Trust, we are fully committed to sustaining the City's financial well being, and making prudent, conservative financial decisions that are in the best long term interest of our community.

Goal

Guard the Public Trust with consistent, sound financial management practices.

Objectives

- Obtain a clean audit opinion on the City's Comprehensive Annual Financial Report (CAFR) every year.
- Receive the G.F.O.A. excellence award for financial presentation every year.
- Receive the G.F.O.A. excellence award for budget presentation every year.
- Maintain the City's required reserves of 25 percent of budgeted expenditures.

Strategies/Initiatives

- Ensure the financial health and stability of the City.
- Strictly adhere to all G.F.O.A. guidelines for financial and budget presentation.
- Re-establish a line of credit for catastrophic emergencies.
- Search for additional sources of grant funding.
- Develop a Capital Improvement Plan that supports this strategic plan.

Key Performance Indicators

- Annual Audit Opinion
- Annual G.F.O.A. excellence awards for financial and budget presentation
- Ratio of reserves to budgeted expenditures

Communication

Effective communication with residents is the hallmark of participative local governance. We will continue to improve the methods by which we communicate with our residents, and provide them with every opportunity to share their ideas and opinions at Council meetings and other public forums.

Goal

Continue to improve communication with our residents.

Objective

Achieve a minimum 90% customer satisfaction score on the City's ability to communicate effectively with its residents regarding upcoming, important City matters.

Strategies/Initiatives

- Continue to improve all cost effective communication methods, including, but not limited to:
 - Channel 77
 - City Website
 - Twitter
 - Circle Bulletin Board
 - River Cities Gazette

- Conduct an annual resident satisfaction telephone survey with a random sample of residents and business owners.
- Facilitate two community forums per year. These forums would be designed to provide progress updates to our residents and business owners on the goals and objectives of the strategic plan, and receive community input on how to achieve them.

Key Performance Indicator

Results of an annual resident satisfaction survey on the level of customer satisfaction regarding the City's ability to communicate effectively with its residents

Acknowledgements

This strategic plan was developed in large part, on the basis of valuable input we received at several community forums facilitated with residents and business owners. We thank them for their active participation and excellent ideas.

There were some additional suggestions that emerged during the community forums and other work sessions. These suggestions would have significant policy implications for the City if implemented, but did not fit directly into any of the strategic areas in the plan. They are listed in the Appendix of this document.

We are committed to the successful implementation of our Strategic Plan. We embrace all of the plan's goals and objectives, and assume full responsibility for achieving them.

Appendix

Additional Suggestions Emerging from the Community Forums and other Work Sessions

- Implement four-year, staggered terms of office for the Mayor and Council Members.
- Let citizens vote on important changes.
- Give better direction to Boards appointed by Council.
- Consult with other successful cities on important issues affecting the strategic plan.
- Improve teamwork between CMI and the Historical Society.



AGENDA MEMORANDUM

Meeting Date: 12/14/2015

To: The Honorable Mayor Xavier Garcia and Members of the City Council
From: Ronald K. Gorland, City Manager *RK Gorland*
Subject: Curtiss Mansion LAP Agreement

Request:

Approval of the Resolution (attached) authorizing execution of the LAP agreement for the Curtiss Mansion trailhead project (parking lot/driveway) is requested by JoEllen Phillips, CMI (see attached email).

Discussion:

The total parking lot/driveway project cost is approx. \$385,000 of which approx. \$150,000 will come from the historic tax credit funds and \$145,000 from this LAP grant which results in a shortfall of approx. \$90,000

The execution of the attached agreement is in effect committing the City to fund the shortfall for this project. CMI understands and has every intention on raising the shortfall amount on their own so the City would not have to cover the \$85,000 shortfall.

Submission Date and Time: 12/10/2015

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

Ron Gorland

From: JoEllen Phillips [joellen@adkins1.com]
Sent: Thursday, December 10, 2015 11:07 AM
To: Ron Gorland; Jan Seiden; Tammy Romero
Cc: Mayor Zavier Garcia; Councilman Billy Bain; Councilman Bob Best; Councilwoman Roslyn Buckner; Councilman Jaime Petralanda; Richard Wheeler; Paul Bithorn
Subject: Council Meeting Agenda Item

Thank you for the call yesterday regarding delaying the resolution for the Curtiss Mansion parking. We respectfully request that the item be placed on the agenda for the December 14, 2015 Council agenda. As stated yesterday, we are in the process of raising additional funds and a resolution/contract will make the task light years easier.

Thank you for your help and cooperation.
Regards,
JoEllen

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING AND ACCEPTING THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE PROPER OFFICERS AND OFFICIALS OF THE CITY; EFFECTIVE DATE

WHEREAS, the City has previously sought grant funding for a project to construct a Bike Lane/Sidewalk Providing Access to the Curtiss Mansion as a Trailhead; and,

WHEREAS, the State of Florida Department of Transportation has authorized and approved \$145,000.00 of the \$385,000.00 required for the project; and,

WHEREAS, the authorized funding for the project is specifically subject to compliance with various Federal and State requirement set forth in the subject Local Agency Program Agreement; and,

WHEREAS, in order for the grant funding to be provided, the City must execute the Local Agency Program Agreement; and,

WHEREAS, the City is desirous of receiving the authorized grant funding and executing the required agreement; and,

WHEREAS, the City has determined that it is in the best interests of the City and its citizens to approve and accept the proposed grant funding of \$145,000.00 and to authorize the proper officers and officials of the City to execute the proposed Local Agency Program Agreement:

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

Section 1: That the City Council of the City of Miami Springs hereby approves and accepts the \$145,000.00 in grant funding to be provided by the State of Florida Department of Transportation pursuant to the Local Agency Program Agreement attached hereto as Exhibit "A".

Section 2: That the City Council of the City of Miami Springs further authorizes the proper officers and officials of the City to execute the Local Agency Program Agreement attached hereto as Exhibit "A" and any further documentation required to facilitate the City's receipt of the grant funding.

Section 3: That this Resolution shall take effect 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 Bain _____
Councilman Best _____
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 PROVIDING FOR THE FIFTH BUDGET AMENDMENT TO THE FY 2014-2015 BUDGET; BY INCREASING THE GENERAL FUND BUDGET AND THE SPECIAL REVENUE AND CAPITAL PROJECTS BUDGET BY RECORDING VARIOUS EXPENSES AND PAYMENTS TO BE MADE BY THE CITY; PROVIDING INTENT; SPECIFYING COMPLIANCE WITH BUDGETARY PROCESSES AND PROCEDURES; EFFECTIVE DATE

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

WHEREAS, the Fund Balances of the City Council, Police, Public Works, Recreation and Culture, and Stormwater Operations of the General Fund need to be increased to provide for the payment of legal fees for the election litigation, an additional payment for worker's compensation benefits to a retired police officer, the costs of resurfacing the tennis courts, the change order for the City Hall roof replacement project, and for the Oakwood Drive drainage project, respectively; and,

WHEREAS, the Fund Balance of the Road and Transportation Fund of the Special Revenue and Capital Projects Budget needs to be increased to provide payment for the CITT Funded Grant Study of ADA ramps to be Performed by the City Engineers, Craven Thompson; and,

WHEREAS, the City Council has determined that the budget increases, recordations, and appropriations previously set forth herein are both proper and appropriate, in accordance with generally accepted municipal accounting principles, and in the best interests of the City and its citizens;;

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

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

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

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

Section 4: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

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

Vice Mayor Bain	_____
Councilman Best	_____
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
FY 2014-15 Budget Amendment
All Operating Funds

Fund/Classification	Amended Budget	Amendment No. 5	Ref	Amended Budget
<u>General Fund</u>				
<i>Revenues</i>				
Taxes	\$6,977,607			\$6,977,607
Excise Taxes	2,556,000			2,556,000
Licenses & Permits	974,700			974,700
Intergovernmental Revenues	1,946,297	-		1,946,297
Charges for Services	2,292,361			2,292,361
Fines & Forfeitures	462,682			462,682
Miscellaneous	261,900			261,900
Proceeds from debt	96,949	-	-	96,949
Fund Balance	84,780	\$121,982		206,762
Total General Fund	\$15,653,276	\$121,982		\$15,775,258
<i>Expenditures</i>				
City Council	150,945	\$6,750	6	157,695
City Manager	354,311			354,311
City Clerk	310,013			310,013
City Attorney	171,000			171,000
Human Resources	209,474			209,474
Finance-Administration	462,560			462,560
Finance-Professional Services	277,693			277,693
Information Technology	335,516			335,516
Planning	101,698			101,698
Police	6,046,787	79,500	5	6,126,287
Building, Zoning, and Code Enforcement	650,717			650,717
Public Works	1,692,371	8,400	3	1,700,771
Recreation & Culture	2,397,180	27,332	2	2,424,512
Golf Operations	1,746,086			1,746,086
Transfers to other funds	579,054			579,054
Budgeted Increase to reserves	167,871			167,871
Total General Fund	15,653,276	121,982		15,775,258
Sanitation Operations	2,346,945			2,346,945
Stormwater Operations	533,168	85,754	4	618,922
Total Enterprise Funds	2,857,313	\$85,754		\$2,965,867
<i>Special Revenue & Capital Projects</i>				
Road & Transportation	601,073	\$34,520	1	\$635,593
Senior Center Operations	419,262			419,262
Capital Projects	1,185,867			1,185,867
Law Enforcement Trust	367,762			367,762
Total Special Revenue & Capital Projects Funds	2,221,715	\$34,520		\$2,608,484
G.O. Bonds - Series 1997	1,194,445			\$1,194,445
Total Debt Service	1,194,445			\$1,194,445
GRAND TOTAL ALL FUNDS	\$21,926,749	\$242,256		\$22,544,054

Legend:

- 1) Record \$34,520 CITT funds for ADA Ramp grant study by Craven Thompson
- 2) Record \$27,332 for tennis court re-surfacing
- 3) Record \$8,400 change order for city hall roof
- 4) Record the Oakwood Dr drainage project approved by Council for \$85,754.
- 5) Record payment of additional workmens compensation insurance to cover claim from a retired police officer.
- 6) record \$6,750 in legal fees from election lawsuit



CITY OF MIAMI SPRINGS

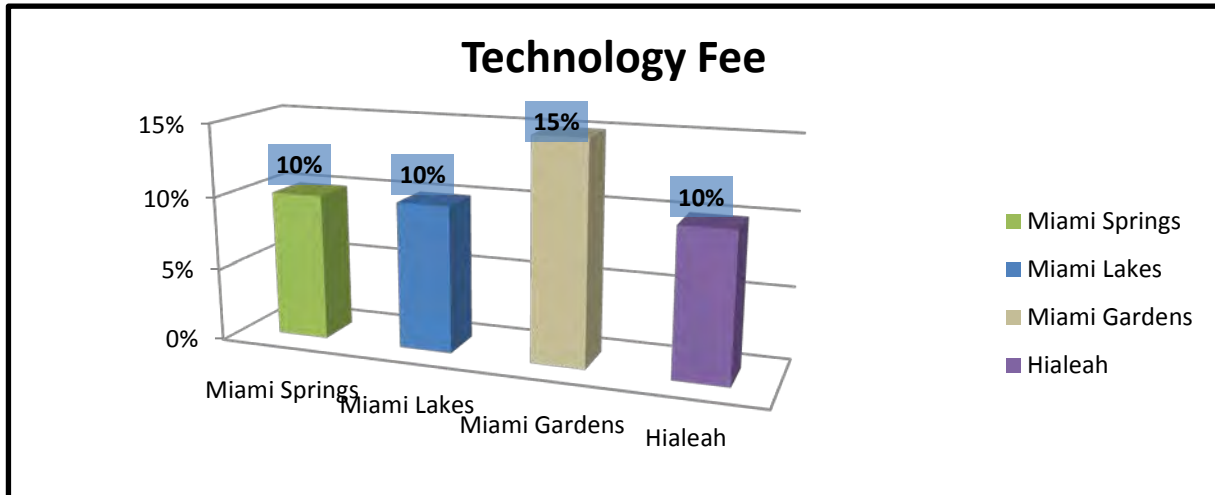
201 Westward Drive
Miami Springs, Florida 33166
Building Processing Department

DATA CHARTS



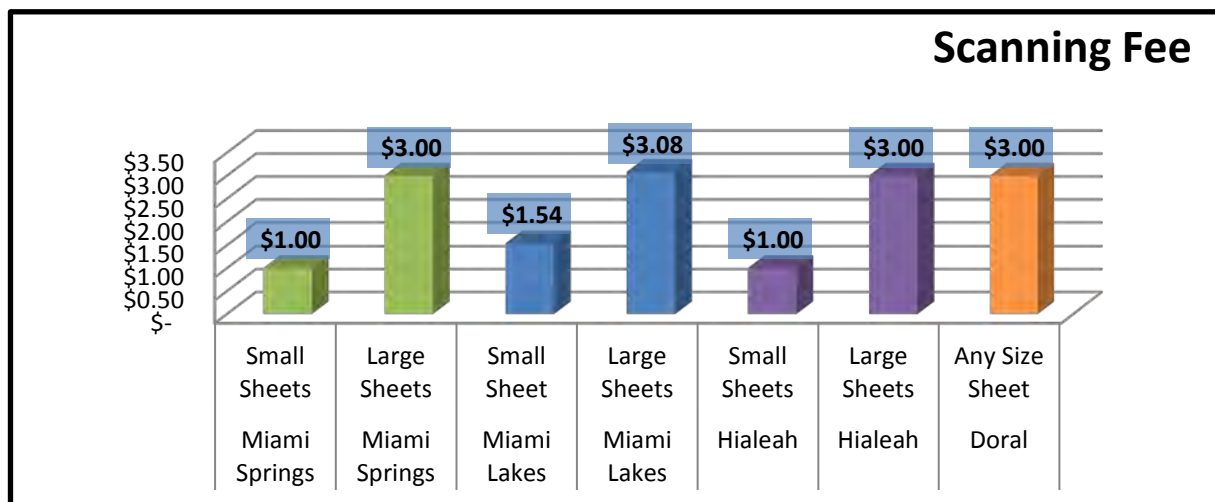
TECHNOLOGY FEE:

City	Technology Fee
Miami Springs	10%
Miami Lakes	10%
Miami Gardens	15%
Hialeah	10%



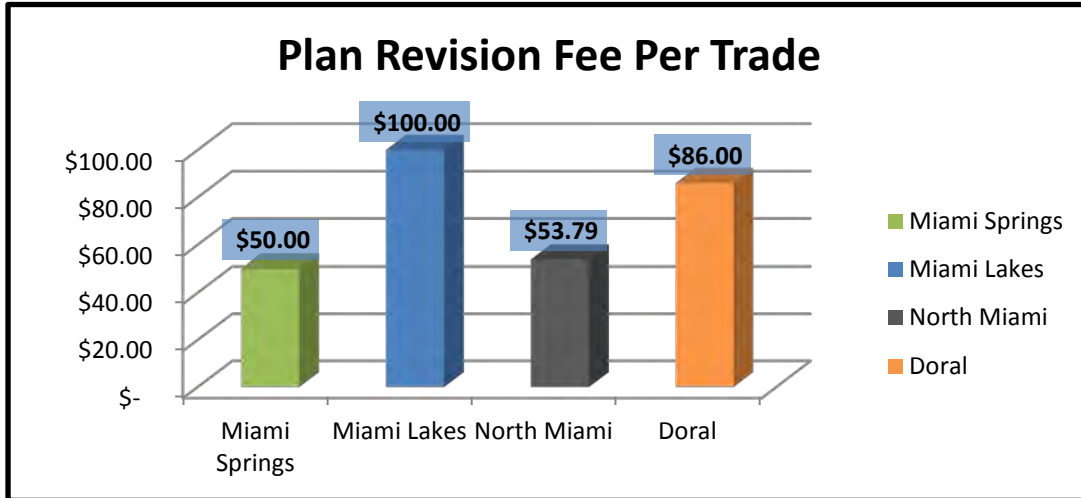
SCANNING FEE:

City	Size	Scanning Fee
Miami Springs	Small Sheets	\$ 1.00
Miami Springs	Large Sheets	\$ 3.00
Miami Lakes	Small Sheet	\$ 1.54
Miami Lakes	Large Sheets	\$ 3.08
Hialeah	Small Sheets	\$ 1.00
Hialeah	Large Sheets	\$ 3.00
Doral	Any Size Sheet	\$ 3.00



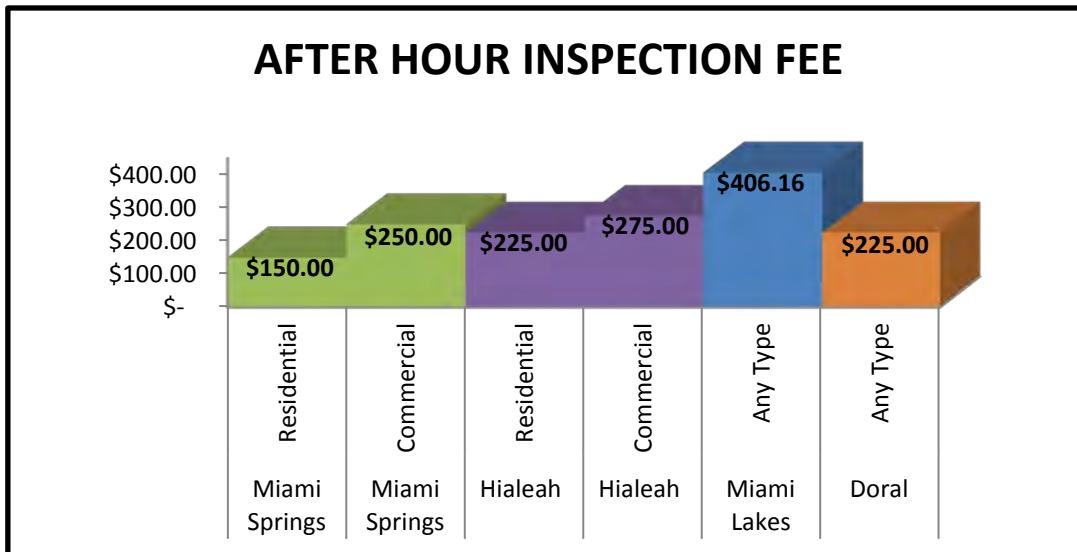
PLAN REVISION FEE:

City	Fee Per Trade
Miami Springs	\$ 50.00
Miami Lakes	\$ 100.00
North Miami	\$ 53.79
Doral	\$ 86.00



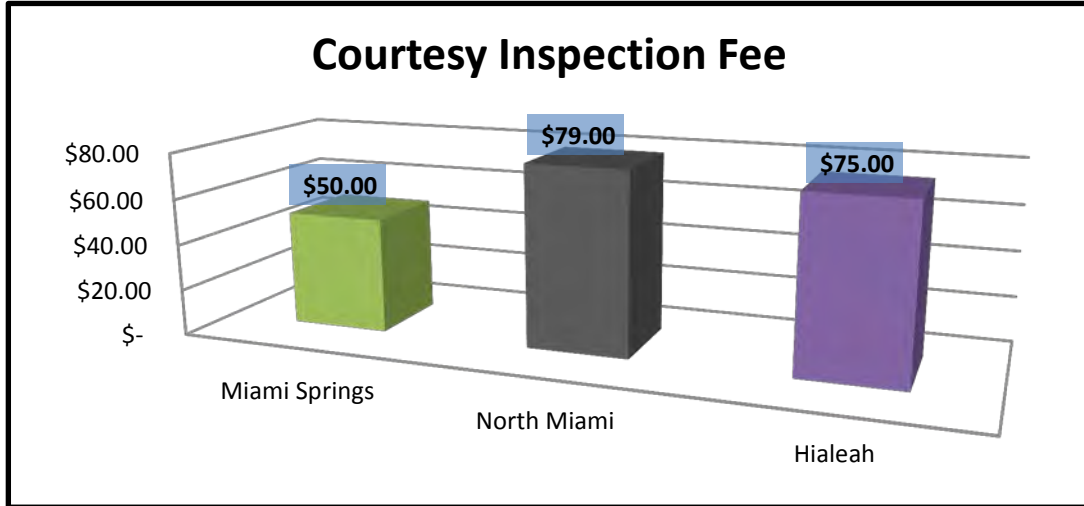
AFTER HOUR INSPECTION FEE:

City	Type	After Hour Fee
Miami Springs	Residential	\$ 150.00
Miami Springs	Commercial	\$ 250.00
Hialeah	Residential	\$ 225.00
Hialeah	Commercial	\$ 275.00
Miami Lakes	Any Type	\$ 406.16
Doral	Any Type	\$ 225.00



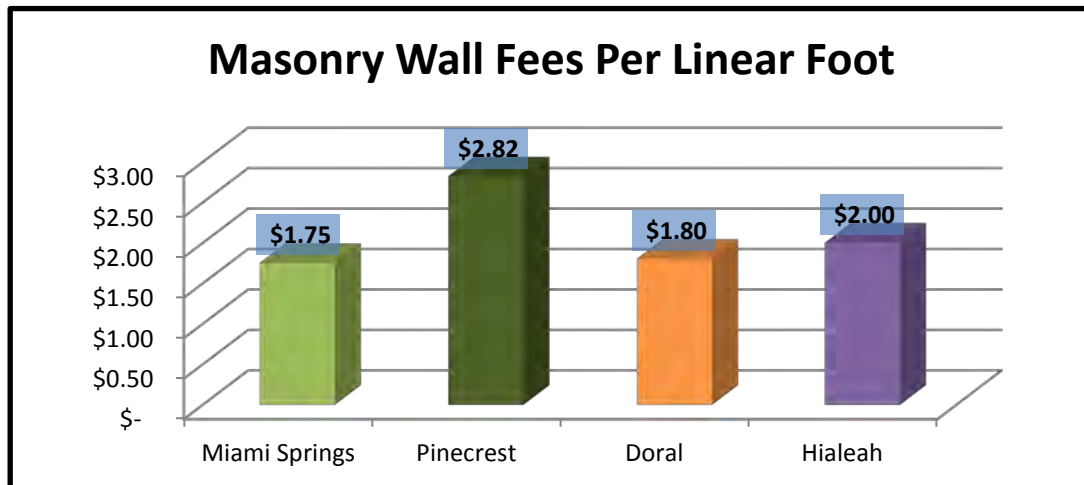
COURTESY INSPECTION FEE:

City	Inspection Fee
Miami Springs	\$ 50.00
North Miami	\$ 79.00
Hialeah	\$ 75.00



MASONRY WALL FEE:

City	Per Linear Foot
Miami Springs	\$ 1.75
Pinecrest	\$ 2.82
Doral	\$ 1.80
Hialeah	\$ 2.00



RESOLUTION NO. 2015 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING THE CURRENT SCHEDULE OF CHARGES FOR BUILDING, PLUMBING, ELECTRICAL, MECHANICAL AND OTHER RELATED PERMIT CHARGES OR FEES; EFFECTIVE DATE.

WHEREAS, Ordinance 659-82 was passed on May 10, 1982, authorizing and directing the establishment and maintenance of a "Schedule of Charges" for Building, Plumbing, Electrical, Mechanical and other related permits issued by the City; and,

WHEREAS, as currently codified in a Code of Ordinance Section 151.07, Ordinance No. 659-82 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 "Schedule of Charges" was established on July 2, 2014, by the adoption of City Resolution No. 2014-3620; and,

WHEREAS, the City Council of the City of Miami Springs is desirous of amending the City's current "Schedule of Charges" as authorized by Code of Ordinance Section 151.07:

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

Section 1: That the revised Schedule of Charges for Building, Plumbing, Electrical, Mechanical and other related permits and fees attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2: That the provisions of this Resolution shall become effective upon adoption.

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

Vice Mayor Bain _____
Councilman Best _____
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
201 Westward Drive
Miami Springs, Florida 33166
Building Processing Department

**PROPOSED
FEE SCHEDULE**

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SCHEDULE OF CHARGES FOR BUILDING, PLUMBING, ELECTRICAL, MECHANICAL AND OTHER RELATED PERMITS AND FEES

BUILDING PERMITS FEES:

1. **General maintenance and repairs.** Refer to City Code Section 151.04 (H).
2. **Upfront Processing Fee.** When the building permit is received, the applicant shall pay an "upfront" processing fee equal **(\$3.00)** for each one hundred (100) square feet, or fractional part thereof, or **(\$3.00)** for each **(\$1,000.00)** of estimated valuation, or fractional part thereof. This processing fee is not refundable but shall be credited towards the final building permit fee.
3. **Structural Processing Fee.** When a building permit application requires review by the structural plans processor, a non-refundable fee of **(\$100)** shall be added to the upfront fee on residential permits and **(\$150)** for Commercial permits. Subsequent reviews required shall be charged at the same rate per review. Special reviews or reviews that require extra time shall be charged at as per hour rate for the structural engineer
 - A fee of **(\$50)** shall be charged for window, door, and shutter replacement permits.
 - No fees shall be charged for a single item submittal of a window, door or shutter permit.
4. **New Construction or Additions Fee.** The permit fee for general or new construction shall be as follows:
 - A. **New residences, and additions to residential property:**
 - Per **\$1.00** of estimated cost or fractional part...**(\$0.03)** (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
 - Minimum fee: **\$125.00**
 - B. **Office buildings, duplexes, hotels, apartments, condominiums, store buildings or any other commercial or multiple family zoned properties, tenant improvements, interior alterations, parking garages, warehouses with minimum office space, commercial swimming pools:**
 - Per **\$1.00** of estimated cost or fractional part... **(\$0.04)** (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
 - Minimum fee: **\$125.0**
 - C. **Valuation.** The method of determining minimum valuation on which permits are based as covered above shall be established by the **Building Official** in conjunction with the Dade County Office of Code Compliance. (Chapter 8, Section 8-12)

- 5. General.** The permit fee for general construction shall be as follows:
- A. Concrete patios, driveways, concrete steps, walkways, parking lots, tennis courts and landscaping (residential or business):
 - Minimum fee: **\$125.00**
 - **(\$0.18)** per sq. ft. or fractional part thereof
 - B. Wood decks, screen enclosures, and aluminum roofs:
 - Minimum fee: **\$150.00**
 - **(\$0.75)** per sq. ft. or fractional part thereof.
 - C. Awnings, canopies, window, shutters, gates, wrought iron grills, doors and garage doors (residential or business):
 - Minimum fee: **\$125.00**
 - **(\$4.38)** per each item or fractional part thereof.
 - D. Roof and roof repairs, general repairs over \$300.00 (residential or business):
 - Minimum fee: **\$125.00**
 - **(\$0.13)** per sq. ft. or fractional part thereof.
 - E. Air conditioning screens, aluminum fences, wood fences (residential or business):
 - Minimum fee: **\$125.00**
 - **(\$0.81)** per LN. FT. or fractional part thereof.
 - F. Wrought iron fences, and railings (residential or business):
 - Minimum fee: **\$125.00**
 - **(\$1.06)** per LN. FT. or fractional part thereof.
 - G. Masonry fences and retaining walls:
 - Minimum fee: **\$150.00**
 - **(\$1.75)** per LN. FT. or fractional part thereof.
 - H. Chain link fences (residential or business):
 - Minimum fee: **\$125.00**
 - **(\$0.38)** per LN. FT. or fractional part thereof.
 - I. Signs:
 - Minimum fee: **\$125.00**
 - **(\$2.50)** per sq. ft. or fractional part thereof.
 - Contractor Signs: **\$25.00**
 - **Window signs-\$50 (minimum fee not applicable)**
 - J. Housing and building moving:
 - Per building or structure: **\$125.00**
 - For each 100 sq. ft. or fractional part thereof: **(\$12.50)**
 - K. Demolition (residential or business):
 - Minimum fee: **\$125.00**
 - **(\$0.06)** per sq. ft. or fractional part thereof.
 - L. Utility sheds

- Per building or structure: **\$125.00**

6. Alterations and Repairs Fee:

- A. (Single family residential zones):
 - Minimum fee: **\$125.00**
 - Per **\$1000.00** of value or fractional part thereof: **(\$30.00)**
- B. (Commercial or multiple family zones):
 - Minimum fee: **\$125.00**
 - Per **\$1000.00** of value or fractional part thereof: **(\$40.00)**

7. Minimum Permit Fee:

A Minimum Permit shall be allowed in cases where the value of the job is below \$500 and the Permit requires only one review and one inspection. Such Permit shall have a fee of fifty dollars **(\$50.00)**. Minimum Permits must have the prior approval of the Building Official, Director of Building and Code Compliance, or his/her designee.

10. Miscellaneous Fees. The City shall charge and collect the following fees for re-inspection, double permits, lost plans, revised plans, and second re-inspection fees, to wit:

- A. **Re-inspection fees.** Refer to Code Section 151.06(B)(1).
- B. **Double fees.** When work for which a permit is required is commenced prior to the obtaining of a permit, the permit applicant shall be required to pay (\$100.00) plus a double permit fee. The payment of the required fee shall not relieve them from being subject to any of the penalties therein. The double fee requirements shall be applicable to all divisions of the Building Department as noted herein.
- C. **Lost plan fee.** When plans for new buildings and additions are lost by the owner or the contractor, a recertification will be required to review, stamp, and approve a new set of plans as a field copy. The fee shall be **(30%)** of the original building permit fee up to a maximum of **(\$500.00)**. The lost plan fee shall never be lower than **(\$100.00)**.
- D. **Revisions to existing plans.** A fee for reviewing plans (after approval of initial plans) shall be **(\$50.00)** per sheet and/or per trade, with a minimum fee of **(\$25.00)**.
- E. **Extension of permit prior to expiration.** A fee of **(\$50.00)** shall be paid by the permit holder who submits a written request for a permit extension to the Building Official.
- F. **Renewal of expired permit.** A minimum fee of **(\$125.00)** shall be applied for those permits that only require a final inspection. When a permit has become null and void pursuant to the Florida Building Code, a credit of fifty percent (50%) of the permit fee shall be applied to any re-application (Renewal) fee for a permit covering the same project and involving the same plans, provided that the complete re-application is made within six (6) months of the expiration date of the original permit, and provided that no refund had been made as provided in this Section.
- G. **Shop drawing review.** A fee of **(\$17.50)** per sheet shall be charged for reviewing shop drawings.
- H. **Certificate of occupancy and certificate of completion.** **(\$125.00)** each.
- I. **Temporary certificate of occupancy and temporary certificate of completion.** **(\$65.00)** each. Failure to renew temporary certificate of occupancy or temporary certificate of completion **(\$125.00)**.
- J. **Permit card replacement** shall carry a fee of **(\$30.00)**.
- K. **Change of contractor.** The fee for a change of contractor shall be **(25%)** percent of the original base permit fee when the job is up to fifty percent complete as determined by the City Building Official. The fee for a change of contractor shall be **(20%)** percent of

the original base permit fee when the job is between fifty one and seventy five percent complete as determined by the City Building Official. The fee for a change of contractor shall be **(10%)** percent of the original base permit fee when the job is between seventy six and one hundred percent complete as determined by the City Building Official. Notwithstanding the foregoing fee, other miscellaneous fees set forth in this Schedule of Charges may also be applicable in the sole and exclusive discretion of the City Building Official.

- L. **Forty year certification fee.** For every application for forty year certification under section 104.9, Florida Building Code, there shall be paid to the City, for the processing of each application, a fee of **(\$250.00)**. For every application for subsequent recertification at ten year intervals thereafter, there shall be paid to the City, for the processing of each application, a fee of **(\$125.00)**.
- M. **Courtesy inspection fee.** When a homeowner requests that a courtesy inspection be performed by a code enforcement officer in order to establish if any City Code violations exist, and a written report is prepared, a fee of one hundred twenty five dollars **(\$125.00)** shall be paid to the City. A fee of **(\$50.00)** shall be assessed for a verification inspection required to close-out and/or cancel an expired permit.
- N. **Change of use and occupational license inspection.** Whenever a new occupational license or new occupancy is applied for, a fee of **(\$125.00)** shall be paid to the City for inspection of the premises prior to the issuance of said license. This fee is non refundable and does not apply towards the licensing fee.
- O. A fee of **(\$25.00)** shall be charged for the preparation and submission of any **letters requested** by any citizen or third party regarding any building information on any property in the city.
- P. A fee of fifty cents **(.50)** per \$1,000 job cost, or fractional value of work to be done as has been mandated by Dade County Code Compliance Office under County ordinance 91-74. This **code compliance fee** shall be in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.
- Q. A fee of one cent **(.01)** per square foot shall be paid to the City for the purpose of **Radon Surcharge** as mandated by the State of Florida Department of Business Regulation and the Department of Health and Rehabilitation Services under Florida Administrative Code Section 468.631 and Section 10D-91.1314, respectively, in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.
- R. **Construction completion bond** in the amount of **\$250.00** shall be assessed on every permit which is valued in excess of \$2500.00. This bond will be refunded upon the approval of the final inspection or upon the issuance of a certificate of completion or certificate of occupancy.
- S. **Special Project Fees.** The Building Official or designee has the authority to invoice for reimbursement of actual costs on projects requiring services not provided for in the current fee schedule. The invoice will be based on estimated time needed for the project times the current hourly rate of the Building Official or his designee.
- T. **Conditional Re-Occupancy Agreement-\$500**
- U. **Conditional Code Compliance Agreement-\$500**
- V. **Unsafe Structures Board Filing \$500 plus costs** (as billed by the Unsafe Structures Board)
- W. **Technology Fee:**
A technology fee of 10% of the total Building permit fee shall be assessed to each permit to enhance the city's ability to provide state-of-the-art technology to its Building Department

customers.

- X. **Scanning Fee.** A fee charged per page for cost recovery of digitizing permit drawings for electronic plan review:
 - Small sheets “11x17 or smaller” shall be charged at **(\$1.00 per page)**
 - Large sheets “18x24 or larger” shall be charged at **(\$3.00 per page)**
- Y. **After Hours Inspection Fee.** Inspections scheduled before/after working hours, weekends and/or holidays shall be paid in advance.
 - Residential: (\$150.00 per inspection)
 - Commercial: (\$250.00 per inspection)

11. Refunds. The refunding of any permit fees shall be as follows:

- A. There shall be no permit fees refunded for completed permitted work.
- B. The Building Director may recommend the refund of 80% of all refundable permit fees so long as no work has commenced within 90 days of permitting and no permits have been void. However, the fee collected for the examination of plans and specifications shall not be refundable.
- C. If at any time a permit is canceled for any reason, at such time as a new permit is requested a complete processing of plans and permit fee shall be required to include reviews by all required trades and applicable boards.

ELECTRICAL PERMIT FEES:

- 1. **Minimum fee** **\$125.00**
 - A. Temporary service for testing purposes, construction..... **\$62.50**
(Plus fees listed below for 101 amps & over)
 - B. Service repair and/or meter change (adding 3rd phase) **\$50.00**
 - C. Temporary for testing, for a period of 30 days..... **\$50.00**
 - D. Renewal, for additional 30 days **\$50.00**
 - E. Signs (each) **\$50.00**
- 2. **Services.** In addition to the foregoing the following fees shall be charged for each service and each feeder (feed rail):
 - A. 100 amps and under **\$37.50**
 - B. 101 amps thru 200 amps **\$43.75**
 - C. 201 amps thru 400 amps **\$50.00**
 - D. 401 amps thru 600 amps **\$62.50**
 - E. 601 amps thru 800 amps **\$68.75**
 - F. For each 100 amps over 800 amps **\$6.25**
- 1. **Switchboards.** Fees are the same as the fees under “services” computed on amps, as set forth in (2.) above.
- 2. **Rough wiring outlets.** (light, receptacle, switch, sign and also telephone and other low voltage outlets):
 - A. 1-10 outlets **\$25.00**
 - B. Each additional outlet **\$2.50**
- 3. **Low voltage systems.** Items listed below but, not limited to:
 - A. Fire alarm or intercom systems, each device **\$37.50**
(Security alarms do not require a permit)
 - B. Fire alarm and/or fire pump test, per hour **\$62.50**

4. Equipment outlets or permanent connections:	
A. Air conditioners, window and through wall units	\$12.50
B. Compactor.....	\$12.50
C. Deep freezer.....	\$12.50
D. Dishwasher.....	\$12.50
E. Dryer	\$12.50
F. Fan.....	\$12.50
G. Garbage disposal.....	\$12.50
H. Heat recovery.....	\$12.50
I. Oven.....	\$12.50
J. Range/range top	\$12.50
K. Refrigerator (domestic).....	\$12.50
L. Refrigerator (commercial per HP, see motor schedule).....	\$12.50
M. Space heater	\$12.50
N. Time clock	\$12.50
O. Washing machine.....	\$12.50
P. Water heater-boiler (electrical).....	\$12.50
5. Air conditioners, central, per ton	\$8.75
6. Clear violations inspection, new tenants	\$62.50
7. Motors:	
A. Up to 5 HP	\$12.50
B. 5 HP - 10 HP	\$37.50
C. Over 10 HP (additional per HP).....	\$2.50
8. Generators, transformers, commercial heating equipment and strip heaters:	
A. Up to 5 KW	\$12.50
B. Up to 10 KW	\$20.00
C. 10 KW - 25 KW, each.....	\$37.50
D. Over 25 KW, each.....	\$62.50
E. Transformers for X-rays	\$22.50
9. Welding machine outlets:	
A. Up to 50 amps.....	\$25.00
B. Each additional 50 amps or fraction thereof.....	\$12.50
10. Special purpose outlets, commercial: Popcorn, doughnut, drink machines; coin-music machines; toasters; coffee urns; espresso machines; deep fryers; telephone booths; refrigerator display cases; etc., \$25.00 each.	
11. Temporary work on circuses, carnivals, outdoor events...	
A. Minimum Fee	\$187.50
12. Fixtures:	
A. Lights:	
• 1 - 10 sockets	\$12.50
• 1 - 10 fluorescent tubes	\$12.50
B. Each additional.....	\$1.25
C. Lighting fixture "heads", each.....	\$8.75
D. Flood lights or light standards, each.....	\$12.50
E. Parking lot lights, mercury vapor or quartz, charge per light.....	\$12.50
13. Plug mold and strip lighting:	
A. First 10 feet or fractional part thereof	\$31.25
B. Each 5 feet or fractional part thereafter	\$3.75

14. Minimum permit fee including repair work not elsewhere classified	\$125.00
15. Satellite Antenna grounding.....	\$62.50
16. Demolitions; removal of electrical circuits, per floor	\$43.75
17. Swimming pools, spas and hot tubs:	
A. Residential.....	\$125.00
B. Commercial.....	\$125.00
C. Residential pool & spa combination.....	\$125.00

PLUMBING PERMIT FEES:

1. Residential/commercial (new construction, additions, alterations).	
Minimum fee.....	\$125.00
A. Rough and set at eight dollars and seventy five cents (\$8.75) rough-in, eight dollars and seventy five cents (\$8.75) set on each fixture listed below if part of the same permit application. Including, but not limited to, bath tub, bidet, dishwasher, disposal, drinking fountain, floor drain, lavatory, laundry tray, clothes washer, shower, sink, urinal, water closet indirect wastes, icemaker, and water heater.	
B. Items not covered under minimum fee schedule shall be priced at a minimum per-unit or fixture rate of seventeen dollars and fifty cents (\$17.50) eight dollars and seventy five cents (\$8.75) rough-in, eight dollars and seventy five cents (\$8.75) set.	
2. Water treatment plants, sewage treatment plants and lift stations.	
A. First \$1,000.00 value or fractional part thereof	\$93.75
B. Each additional \$1,000.00 value or fractional part thereof	\$31.25
3. Natural gas and liquefied petroleum rough and set at eight dollars and seventy five cents (\$8.75) rough-in, eight dollars and seventy five cents (\$8.75) set on each fixture if parts of the same permit application. (See minimum fee above.)	
4. Grease trap	\$43.75
5. Interceptor	\$43.75
6. Wells.....	\$43.75
7. Sewer connection	\$43.75
8. Water service	\$43.75
9. Sewer capping.....	\$43.75
10. Septic tank.....	\$62.50
11. Soakage pit.....	\$43.75
12. Catch basin.....	\$31.25
13. Interceptor-grease-oil.....	\$43.75
14. Solar water heaters, installation or repair.....	\$43.75
15. Heat recovery systems.....	\$43.75
16. Pool piping	\$43.75
17. Drain field.....	\$43.75
18. Pump and abandon septic tank	\$43.75
19. Roof drains & area drains	\$43.75
20. Lawn Sprinkler System.....	\$43.75
21. Backflow prevention device:	
A. Up to 2" (inches)	\$43.75

B. Over 2" (inches)	\$62.50
22. Fire Sprinklers:	
A. Each Siamese.....	\$31.25
B. Each Post Indicator Valve.....	\$31.25
C. Each Roof Manifold.....	\$31.25
D. Each Fire Pump	\$43.75
E. Each Sprinkler Head	\$0.94
F. Connection to municipal water supply.....	\$31.25

MECHANICAL PERMIT FEES:

The building department shall charge and collect for mechanical permits at the following rate:

1. Air conditioning and refrigeration:

- Minimum fee..... \$125.00
- Per ton or fractional part of ton

2. Condensate drains:

- First
- Each additional.....

3. Heating units:

- A. First 5 units, each unit.....
- B. Each unit thereafter
- C. Each and every unit capable of heating; furnaces and heating equipment, including commercial dryers, ovens, and other fired objects not elsewhere classified. Includes all component parts of the system except fuel and electric lines.
 - For the first 200,000 BTU or fractional part
 - For each additional 100,000 BTU or fractional part
 - Ductwork:
 - first \$1,000.00 value
 - each additional \$1,000.00 value or fractional part thereof

4. All spray booths:

- A. For the first 300 sq. feet or fractional part thereof
- B. Each additional 100 sq. feet or fractional part thereof

5. Boilers and pressure vessels:

- A. Rated capacity first 200,000 BTU.....
- B. Each additional 100,000 BTU's.....
(Tons = BTU's divided by 12,000)
- C. Steam boilers, each.....
- D. Hot water boilers (same), each.....
- E. Miniature boilers (same), each
- F. Steam driven prime movers, each
- G. Steam actuated machinery, each
- H. Unfired pressure vessels; operating at pressures in excess of 60 psi and having a volume of more than 5 cu. ft.
 - a. Fee for periodic inspections of steam boiler (semi-annual, internal and external):
 - Semiannual internal inspection
 - Semiannual external inspection
 - Hot water boilers, annual
 - Unfired pressure vessel, annual.....

• Miniature boilers, semiannual, each inspection.....	\$43.75
I. Certificate of inspection, (conducted by an independent agency)	\$62.50
J. Processing by mechanical inspector	\$130.00
6. Internal combustion engines:	
• Up to 50 KVA.....	\$125.00
• Each additional 5 KVA or fractional part thereof.....	\$25.00
7. Pressure piping:	
• First \$1,000.00	\$62.50
• Each additional \$1,000 or fractional part thereof	\$31.25
8. Cooling tower:	
• Up to 10 tons.....	\$62.50
• Each additional 10 tons or fractional part thereof	\$18.75
9. Ventilation and ventilation systems:	
• Up to \$1,000.00 in value.....	\$43.75
• Each additional 10 tons or fractional part thereof	\$18.75
10. Fireplace (each)	\$62.50
11. Bath fans, vented:	
• First	\$18.75
• Each additional.....	\$12.50
12. Vented kitchen hoods, residential.....	\$31.25
13. Storage tanks for flammable liquids (gas), per tank.....	\$50.00
14. Piping for flammable liquids:	
• First \$1,000.00 in value.....	\$62.50
• Each additional \$1,000.00 or fractional part thereof.....	\$31.25
15. Chemical fire suppression system (each)	\$62.50
16. Commercial hoods and fans (each)	\$93.75
17. Exhaust fans/power vents (each)	\$43.75
18. Unfired pressure vessels (each).....	\$43.75
19. Yearly smoke evacuation test.....	\$250.00

PORTABLE STORAGE UNITS FEE:

1. Portable Storage Units (PSU)..... \$50.00
2. PSU Renewal..... \$25.00
3. Permit fee for PSU shall be waived by the Building Official when a current Building Permit has been obtained on for the same property address.

PLANNING AND ZONING FEES:

1. Zoning and Planning Board Application Fees (Sec. 150-103)
 - A. Residential..... \$2,000.00
 - B. Commercial..... \$2,500.00
- *Plus costs of recovery
2. Petition for Zoning Change (Sec. 150-104)
 - A. Residential..... \$3,000.00
 - B. Commercial..... \$6,000.00
- *Plus actual accosts of mailing and publication
3. Applications for Variances (Sec. 150-112)

A. Minimum Fee (Residential).....	\$350.00
B. Minimum Fee (Commercial)	\$350.00
C. Building Projects under \$10,000.....	\$350.00
D. Building Projects over \$10,000 in value (Residential)	\$350.00
E. Building Projects over \$10,000 in value (Commercial).....	\$1,000.00
F. Commercial Vehicle Variance	\$50.00
4. Appeals from Denials of Variance Applications (Sec. 150-111)	
A. Residential.....	\$100.00
B. Commercial	\$600.00
5. Zoning-Permit Review Fee	
A. Residential.....	\$100.00
B. Commercial	\$200.00

***Plus 50% of fee for rework after second disapproval**

Note-These fees shall only be applied at the discretion of the Planning and Zoning Director, depending on the time spent to review the permit/plans.

6. Zoning Code Amendments	
A. Residential.....	\$4,250.00
B. Commercial	\$4,250.00
7. Comp Plan Amendments	\$5,000.00
*Plus cost recovery including consultants	
8. Modification or Release of Covenant	\$500.00
9. Street or Alley Vacation Application.....	\$4,000.00
10. Zoning Verification (Liquor License)	
A. 2APS	\$160.00*
B. 2COP.....	\$200.00*
C. 4COP.....	\$450.00*

***Plus \$250.00 for preparation of covenant if applicable (Optional)**

11. Zoning Verification-Other	
A. Residential.....	\$150.00
B. Commercial	\$200.00
12. FIRM Rate Map Determination	
A. Current	\$50.00
B. Historic	\$75.00
13. Tentative Plat	\$500.00
14. Final Plat.....	\$1,000.00

*** Plus Cost Recovery Fees**

15. Street/Alley Vacation and Abandonment.....	\$500.00
16. Re-Notification Fee for Board of Adjustment and/or Zoning.....	\$150.00
▪ And Planning Board Hearings (If deferral is requested by Applicant)	

TREE RELATED FEES:

1. TREE REMOVAL APPLICATION	\$35.00
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**SCHEDULE OF CHARGES FOR BUILDING,
PLUMBING, ELECTRICAL, MECHANICAL AND
OTHER RELATED PERMITS AND FEES**

A> BUILDING PERMIT FEES:

(1) General maintenance and repairs. Refer to City Code Section 151.04 (H).

(2) Upfront processing fee. When the building permit is received, the applicant shall pay an "upfront" processing fee equal to three dollars (\$3.00) for each one hundred (100) square feet, or fractional part thereof, or three dollars (\$3.00) for each one thousand dollars (\$1,000.00) of estimated valuation, or fractional part thereof. This processing fee is not refundable but shall be credited towards the final building permit fee.

(3) Structural processing fee. When a building permit application requires review by the structural plans processor, a non-refundable fee of one hundred dollars (**\$100**) shall be added to the upfront fee on residential permits. Commercial permits shall be charged one hundred and fifty dollars (**\$150**). Subsequent reviews required shall be charged at the same rates per review and shall be added to the total permit fee. Special reviews or reviews that require extra time shall be charged at a per hour rate for the Structural Engineer.

- a. **A fee of fifty dollars (\$50) shall be charged for window, door, and shutter replacement permit. Added to reduce fee from \$100.00 to \$50.00 for replacement jobs.**
- b. **No fees shall be charged for a single item submittal of a window, door or shutter permit. Added to eliminate fee for single item submittals.**

(4) General, New Construction or Additions. The permit fee for general or new construction shall be as follows:

a. New residences, and additions to residential property:

- 1. Per \$1.00 of estimated cost or fractional part...(\$0.03) (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual).
- 2. Minimum fee: \$125.00

b. Office buildings, duplexes, hotels, apartments, condominiums, store buildings or any other commercial or multiple family zoned properties, tenant improvements, interior alterations, parking garages, warehouses with minimum office space, commercial swimming pools:

- 1. Per \$1.00 of estimated cost or fractional part...(\$0.04) (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual).
- 2. Minimum fee: \$125.00

- c. Concrete patios, **wood decks**, driveways, concrete steps, walkways, **screen enclosures**, parking lots, tennis courts and landscaping (residential or business): **Removed to be charged separately.**
1. Minimum fee: **\$125.00**
 2. **(\$0.18)** per sq. ft. or fractional part thereof.
- d. Awnings, canopies, window, shutters, gates, wrought iron grills, doors and garage doors (residential or business):
1. Minimum fee: **\$125.00**
 2. **(\$4.38)** per each item or fractional part thereof.
- e. Roof and roof repairs, general repairs over \$300.00 (residential or business):
1. Minimum fee: **\$125.00**
 2. **(\$0.13)** per sq. ft. or fractional part thereof
- f. Air conditioning screens, aluminum fences, wood fences (residential or business):
1. Minimum fee: **\$125.00**
 2. **(\$0.81)** per LF or fractional part thereof.
- g. **Masonry fences**, wrought iron fences, **retaining walls**, railings (residential or business): **Removed to be charged separately.**
1. Minimum fee: **\$125.00**
 2. **(\$1.06)** per LF or fractional part thereof
- h. Chain link fences (residential or business):
1. Minimum fee: **\$125.00**
 2. **(\$0.38)** per LF or fractional part thereof
- i. Signs:
- Minimum fee: **\$125.00**
1. (\$2.50) per sq. ft. or fractional part thereof
 2. Contractor Signs: \$25.00
 3. Window signs-\$50 (minimum fee not applicable)
- j. Housing and building moving:
1. Per building or structure: **\$125.00**
 2. For each 100 sq. ft. or fractional part thereof: **(\$12.50)**
- k. Demolition (residential or business):
1. Minimum fee: **\$125.00**
 2. **(\$0.06)** per sq. ft. or fractional part thereof

I. Utility sheds

1. Per building or structure: **\$125.00**

m. Wood decks, screen enclosures and aluminum roofs.

1. Minimum fee: **\$150.00**
2. **(\$0.75) per ln. ft. or fractional part thereof. Modified fee from \$0.18 to \$0.75 per linear foot to cover cost of additional required inspections.**

n. Masonry walls and retaining walls.

1. Minimum fee: **\$150.00**
2. **(\$1.75) per ln. ft. or fractional part thereof. Modified fee from \$1.06 to \$1.75 per linear foot to cover cost of additional required inspections.**

Alteration or repair (single family residential zones):

1. Minimum fee: **\$125.00**
2. Per **\$1000.00** of value or fractional part thereof: **(\$30.00)**

Alteration or repair (commercial or multiple family zones):

1. Minimum fee: **\$125.00**
2. Per **\$1000.00** of value or fractional part thereof: **(\$40.00)**

Minimum Permit. A Minimum Permit shall be allowed in cases where the value of the job is below \$500 and the Permit requires only one review and one inspection. Such Permit shall have a fee of fifty dollars **(\$50.00)**. Minimum Permits must have the prior approval of either the Building Official, the Director of Building and Code Compliance, or his/her designee.

(5) Valuation. The method of determining minimum valuation on which permits are based as covered above shall be established by the **Building Official** in conjunction with the Dade County Office of Code Compliance **(Chapter 8, Section 8-12)**. **Modified to show chapter & section.**

(6) Miscellaneous fees. The City shall charge and collect the following fees for re-inspection, double permits, lost plans, revised plans, and second re-inspection fees, to wit:

a. **Re-inspection fees.** Refer to Code Section 151.06(B)(1).

b. **Double fees.** ~~Refer to City Code Section 151.06(A).~~ **Modified to include the following statement: When work for which a permit is required is commenced prior to the obtaining of a permit, the permit applicant shall be required to pay (\$100.00) plus a double permit fee. The payment of the required fee shall not relieve them from being subject to any of the penalties therein. The double fee requirements shall be applicable to all divisions of the Building Department as noted herein.**

c. **Lost plan fee.** When plans for new buildings and additions are lost by the owner or the contractor, a recertification will be required to review, stamp, and approve a new set of plans as a field copy. The fee shall be thirty **(30)** percent of the original building permit fee up to a maximum of **(\$500.00)**. The lost plan fee shall never be lower than **(\$100.00)**.

d. **Revisions to existing plans.** A fee for reviewing plans (after approval of initial plans) shall be ~~(\$25.00)~~ **(\$50.00)** per sheet **and/or per trade**, with a minimum fee of twenty five dollars (\$25.00). **Fee raised to cover the expense of review and process for each trade.**

e. **Extension of expired permits.** A fee of one hundred twenty five dollars ~~(\$125.00)~~ **(\$50.00)** shall be paid by the permit holder who submits a written request **to the Building Official** for a permit extension ~~as authorized under Section 304.3(b) of the South Florida Building Code.~~ **Modified to reduce fee from \$125.00 to \$50.00 and reference to the South Florida Building Code.**

f. **Shop drawing review.** A fee of seventeen dollars and fifty cents **(\$17.50)** per sheet shall be charged for reviewing shop drawings.

g. **Certificate of occupancy and certificate of completion.** One hundred twenty five dollars **(\$125.00)** each.

h. **Temporary certificate of occupancy and temporary certificate of completion.** Sixty-five dollars **(\$65.00)** each. Failure to renew temporary certificate of occupancy or temporary certificate of completion **(\$125.00)**.

i. **Permit card replacement** shall carry a fee of thirty dollars **(\$30.00)**.

j. **Change of contractor.** The fee for a change of contractor shall be twenty five (25%) percent of the original base permit fee when the job is up to fifty percent complete as determined by the City Building Official. The fee for a change of contractor shall be twenty (20%) percent of the original base permit fee when the job is between fifty one and seventy five percent complete as determined by the City Building Official. The fee for a change of contractor shall be ten (10%) percent of the original base permit fee when the job is between seventy six and one hundred percent complete as determined by the City Building Official. Notwithstanding the foregoing fee, other miscellaneous fees set forth in this Schedule of Charges may also be applicable in the sole and exclusive discretion of the City Building Official.

k. **Forty year certification fee.** For every application for forty year certification under section 104.9, Florida Building Code, there shall be paid to the City, for the processing of each application, a fee of two hundred fifty dollars **(\$250.00)**. For every application for subsequent recertification at ten year intervals thereafter, there shall be paid to the City, for the processing of each application, a fee of one hundred twenty five dollars **(\$125.00)**.

l. **Courtesy inspection fee.** When a homeowner requests that a courtesy inspection be performed by a code enforcement officer in order to establish if any City Code violations exist, and a written report is prepared, a fee of one hundred twenty five dollars **(\$125.00)** shall be paid to the City. A fee of **(\$50.00)** shall be assessed for a verification inspection required to close-out and/or

cancel an expired permit. **Added to include a lower fee for a verification inspection only (no report required).**

m. **Change of use and occupational license inspection.** Whenever a new occupational license or new occupancy is applied for, a fee of one hundred twenty five dollars (**\$125.00**) shall be paid to the City for inspection of the premises prior to the issuance of said license. This fee is non refundable and does not apply towards the licensing fee.

n. A fee of twenty-five dollars (**\$25.00**) shall be charged for the preparation and submission of any **letters requested** by any citizen or third party regarding any building information on any property in the city.

o. A fee of fifty cents (**.50**) per \$1,000 job cost, or fractional value of work to be done as has been mandated by Dade County Code Compliance Office under County ordinance 91-74. This **code compliance fee** shall be in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.

p. A fee of one cent (**.01**) per square foot shall be paid to the City for the purpose of **Radon Surcharge** as mandated by the State of Florida Department of Business Regulation and the Department of Health and Rehabilitation Services under Florida Administrative Code Section 468.631 and Section 10D-91.1314, respectively, in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.

q. **Construction completion bond** in the amount of **\$250.00** shall be assessed on every permit which is valued in excess of \$2500.00. This bond will be refunded upon the approval of the final inspection or upon the issuance of a certificate of completion or certificate of occupancy.

r. **Special Project Fees.** The Building Official or designee has the authority to invoice for reimbursement of actual costs on projects requiring services not provided for in the current fee schedule. The invoice will be based on estimated time needed for the project times the current hourly rate of the Building Official or his designee.

s. **Conditional Re-Occupancy Agreement-\$500**

t. **Conditional Code Compliance Agreement-\$500**

u. **Unsafe Structures Board Filing-\$500 plus costs** (as billed by the Unsafe Structures Board)

v. **Renewal of expired permit.** A minimum fee of One Hundred and Twenty-five dollars (**\$125.00**) shall be applied for those permits that only require a final inspection. When a permit has become null and void pursuant to the Florida Building Code, a credit of fifty percent (50%) of the permit fee shall be applied to any re-application (Renewal) fee for a permit covering the same project and involving the same plans, provided that the complete re-application is made within six (6) months of the expiration date of the original permit, and provided that no refund had been

made as provided in this Section. **Added to include renewal of expired permits.**

w. **Scanning Fee.** A fee for scanning and digitizing of (\$1.00) charged per sheets 11" x 17" or smaller and (\$3.00) per sheets 18" x 24" or larger. **Added to recaptured cost of scanning cost.**

x. **Technology Fee.** A technology fee of 10% of the total Building permit fee shall be assessed to each permit in order to enhance the City's ability to provide state-of-the-art technology to its Building Department customers. **Added to include a technology fee in order to purchase and maintain new software for the Building Department.**

y. **After Hours Inspection Fee.** Inspections scheduled before/after working hours, weekends and/or holidays shall be paid in advanced. Residential: (\$150.00 per inspection) & Commercial: (\$250.00 per inspection). **Added to cover cost of overtime for inspectors and facilitate the construction process of projects with time restrictions and/or limitations.**

(7) **Refunds.** The refunding of any permit fees shall be as follows:

- a. There shall be no permit fees refunded for completed permitted work.
- b. The Building Director may recommend the refund of 80% of all refundable permit fees so long as no work has commenced within 90 days of permitting and no permits have been voided. However, the fee collected for the examination of plans and specifications shall not be refundable.
- c. If at any time a permit is canceled for any reason, at such time as a new permit is requested, a complete processing of plans and permit fee shall be required to include reviews by all required trades and applicable boards.

B> ELECTRICAL PERMIT FEES:

(1) Minimum fee.	\$125.00
a. Temporary service for testing purposes, construction (plus fees listed below for 101 amps & over)	62.50
b. Service repair and/or meter change (adding 3rd phase)	50.00
c. Temporary for testing, for a period of 30 days	50.00
d. Renewal, for additional 30 days	50.00
e. Signs (each)	50.00

(2) **Services.** In addition to the foregoing the following fees shall be charged for each service and each feeder (feed rail):

a. 100 amps and under	37.50
b. 101 amps thru 200 amps	43.75
c. 201 amps thru 400 amps	50.00
d. 401 amps thru 600 amps	62.50
e. 601 amps thru 800 amps	68.75

f. For each 100 amps over 800 amps	6.25
(3) Switchboards. Fees are the same as the fees under “services” computed on amps, as set forth in (2) above.	
(4) Rough wiring outlets. (light, receptacle, switch, sign and also telephone and other low voltage outlets):	
a. 1-10 outlets	25.00
b. Each additional outlet	2.50
(5) Low voltage systems. Items listed below but, not limited to:	
a. Fire alarm or intercom systems, each device.	37.50
device. <u>Security alarms do not require a permit!</u>	
b. Fire alarm and/or fire pump test, per hour	62.50
(6) Equipment outlets or permanent connections:	
a. Air conditioners, window and through wall units	12.50
b. Compactor	12.50
c. Deep freezer	12.50
d. Dishwasher	12.50
e. Dryer	12.50
f. Fan	12.50
g. Garbage disposal	12.50
h. Heat recovery	12.50
i. Oven	12.50
j. Range/range top	12.50
k. Refrigerator (domestic)	12.50
l. Refrigerator (commercial per HP, see motor schedule)	12.50
m. Space heater	12.50
n. Time clock	12.50
o. Washing machine	12.50
p. Water heater-boiler (electrical)	12.50
(7) Air conditioners, central, per ton	8.75
(8) Clear violations inspection, new tenants	62.50
(9) Motors:	
a. Up to 5 HP	12.50
b. 5 HP - 10 HP	37.50
c. Over 10 HP (additional per HP)	2.50
(10) Generators, transformers, commercial heating equipment and strip heaters:	
a. Up to 5 KW	12.50
b. Up to 10 KW	20.00

c. 10 KW - 25 KW, each	37.50
d. Over 25 KW, each	62.50
e. Transformers for X-rays	22.50
(11) Welding machine outlets:	
a. Up to 50 amps	25.00
b. Each additional 50 amps or fraction thereof	12.50
(12) Special purpose outlets, commercial: Popcorn, doughnut, drink machines; coin-music machines; toasters; coffee urns; espresso machines; deep fryers; telephone booths; refrigerator display cases; etc., each	
25.00	
(13) Temporary work on circuses, carnivals, outdoor events...	
Minimum Fee	187.50
(14) Fixtures:	
a. Lights:	
1. 1 - 10 sockets	12.50
2. 1 - 10 fluorescent tubes	12.50
b. Each additional	1.25
c. Lighting fixture "heads", each	8.75
d. Flood lights or light standards, each	12.50
e. Parking lot lights, mercury vapor or quartz, charge per light	12.50
(15) Plugmold and strip lighting:	
a. First 10 feet or fractional part thereof	31.25
b. Each 5 feet or fractional part thereafter	3.75
(16) Minimum permit fee including repair work not elsewhere classified	125.00
(17) Satellite Antenna grounding	62.50
(18) Demolitions; removal of electrical circuits, per floor	43.75
(19) Swimming pools, spas and hot tubs:	
a. Residential	125.00
b. Commercial	125.00
c. Residential pool & spa combination	125.00

C> PLUMBING PERMIT FEES

(1) Residential/commercial (new construction, additions, alterations).	
Minimum fee.	125.00
a. Rough and set at eight dollars and seventy five cents (\$8.75) rough-	

in, eight dollars and seventy five cents (**\$8.75**) set on each fixture listed below if part of the same permit application. Including, but not limited to, bath tub, bidet, dishwasher, disposal, drinking fountain, floor drain, lavatory, laundry tray, clothes washer, shower, sink, urinal, water closet indirect wastes, icemaker, and water heater.

- b. Items not covered under minimum fee schedule shall be priced at a minimum per-unit or fixture rate of seventeen dollars and fifty cents (**\$17.50**) eight dollars and seventy five cents (**\$8.75**) rough-in, eight dollars and seventy five cents (**\$8.75**) set.

(2) Water treatment plants, sewage treatment plants and lift stations.		
a. First \$1,000.00 value or fractional part thereof	93.75	
b. Each additional \$1,000.00 value or fractional part thereof		31.25

(3) Natural gas and liquefied petroleum rough and set at eight dollars and seventy five cents (**\$8.75**) rough-in, eight dollars and seventy five cents (**\$8.75**) set on each fixture if part of the same permit application. (See minimum fee above.)

(4) Grease trap	43.75
(5) Interceptor	43.75
(6) Wells	43.75
(7) Sewer connection	43.75
(8) Water service	43.75
(9) Sewer capping	43.75
(10) Septic tank	62.50
(11) Soakage pit	43.75
(12) Catch basin	31.25
(13) Interceptor-grease-oil	43.75
(14) Solar water heaters, installation or repair	43.75
(15) Heat recovery systems	43.75
(16) Pool piping	43.75
(17) Drain field	43.75
(18) Pump and abandon septic tank	43.75
(19) Roof drains & area drains	43.75
(20) Lawn Sprinkler System	43.75
(21) Backflow prevention device	
Up to 2" (inches)	43.75
Over 2" (inches)	62.50
(22) Fire Sprinklers	
Each Siamese	31.25
Each Post Indicator Valve	31.25

Each Roof Manifold	31.25
Each Fire Pump	43.75
Each Sprinkler Head	0.94
Connection to municipal water supply	31.25

D> MECHANICAL PERMIT FEES:

The building department shall charge and collect for mechanical permits at the following rate:

(1) Air conditioning and refrigeration:

a. Minimum fee	125.00
b. per ton or fractional part of ton	15.00

(2) Condensate drains:

a. First	15.00
b. Each additional	6.25

(3) Heating units:

a. First 5 units, each unit	31.25
b. Each unit thereafter	18.75
c. Each and every unit capable of heating; furnaces and heating equipment, including commercial dryers, ovens, other fired objects not elsewhere classified. Includes all component parts of the system except fuel and electric lines.	
1. For the first 200,000 BTU or fractional part	43.75
2. For each additional 100,000 BTU or fractional part	25.00
3. Ductwork:	
a) first \$1,000.00 value	43.75
b) each additional \$1,000.00 value or fractional part thereof	15.00

(4) All spray booths:

a. For the first 300 sq. feet or fractional part thereof	250.00
b. each additional 100 sq. feet or fractional part thereof	125.00

(5) Boilers and pressure vessels:

a. Rated capacity first 200,000 BTU	125.00
b. Each additional 100,000 BTU's (Tons = BTU's divided by 12,000)	25.00
c. Steam boilers, each	125.00
d. Hot water boilers (same), each	125.00
e. Miniature boilers (same), each	62.50
f. Steam driven prime movers, each	62.50
g. Steam actuated machinery, each	18.75
h. Unfired pressure vessels; operating at pressures in excess	

of 60 psi and having a volume of more than 5 cu. ft.	50.00
I. Fee for periodic inspections of steam boiler (semi-annual, internal and external):	
1. Semiannual internal inspection	37.50
2. Semiannual external inspection	62.50
3. Hot water boilers, annual	62.50
4. Unfired pressure vessel, annual	62.50
5. Miniature boilers, semiannual, each inspection	43.75
j. Certificate of inspection, (conducted by an independent agency)	62.50
k. Processing by mechanical inspector	130.00
(6) Internal combustion engines:	
a. Up to 50 KVA	125.00
b. Each additional 5 KVA or fractional part thereof	25.00
(7) Pressure piping:	
a. First \$1,000.00	62.50
b. Each additional \$1,000 or fractional part thereof	31.25
(8) Cooling tower:	
a. Up to 10 tons	62.50
b. Each additional 10 tons or fractional part thereof	18.75
(9) Ventilation and ventilation systems:	
a. Up to \$1,000.00 in value	43.75
b. Each additional 10 tons or fractional part thereof	18.75
(10) Fireplace (each)	62.50
(11) Bath fans, vented:	
a. First	18.75
b. Each additional	12.50
(12) Vented kitchen hoods, residential	31.25
(13) Storage tanks for flammable liquids (gas), per tank	50.00
(14) Piping for flammable liquids:	
a. First \$1,000.00 in value	62.50
b. Each additional \$1,000.00 or fractional part thereof	31.25
(15) Chemical fire suppression system (each)	62.50

(16) Commercial hoods and fans (each)	93.75
(17) Exhaust fans/power vents (each)	43.75
(18) Unfired pressure vessels (each)	43.75
(19) Yearly smoke evacuation test	250.00

E> **PORTABLE STORAGE UNITS**

(1) Portable Storage Units (PSU)	125.00 (\$50.00)
PSU Renewal	125.00 (\$25.00)

Permit fee for PSU shall be waived by the Building Official when a current Building Permit has been obtained on for the same property address.

Added to eliminate the additional fee of PSU permit and assist residence with construction costs.

F> **PLANNING AND ZONING FEES**

(1) Zoning and Planning Board Application Fees (Sec. 150-103)	Residential	2,000.00*
	Commercial	2,500.00*

*Plus costs of recovery

(2) Petition for Zoning Change (Sec. 150-104) ...	Residential	3,000.00*
	Commercial	6,000.00*

*Plus actual accosts of mailing and publication

(3) Applications for Variances (Sec. 150-112)

Minimum Fee (Residential)...	350.00
Minimum Fee (Commercial)...	350.00
Building Projects under \$10,000...	350.00
Building Projects over \$10,000 in value (Residential) ...	350.00
Building Projects over \$10,000 in value (Commercial) ...	1,000.00
<u>Commercial Vehicle Variance</u>	50.00

(4) Appeals from Denials of Variance Applications (Sec. 150-111) Residential	100.00
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	Commercial	600.00
(5)	Zoning-Permit Review Fee	Residential	100.00*
		Commercial	200.00*
	*Plus 50% of fee for rework after second disapproval		
	<u>Note-These fees shall only be applied at the discretion of the Planning and Zoning Director, depending on the time spent to review the permit/plans.</u>		
(6)	Zoning Code Amendments	Residential	4,250.00
		Commercial	4,250.00
(7)	Comp Plan Amendments		5,000.00*
	*Plus cost recovery including consultants		
(8)	Modification or Release of Covenant		500.00
(9)	Street or Alley Vacation Application		4,000.00
(10)	Zoning Verification (Liquor License)		
		2APS	160.00*
		2COP	200.00*
		4COP	450.00*
	*Plus \$250.00 for preparation of covenant if applicable (Optional)		
(11)	Zoning Verification-Other	Residential	150.00
		Commercial	200.00
(12)	FIRM Rate Map Determination	Current	50.00
		Historic	75.00
(13)	Tentative Plat		500.00
(14)	Final Plat		1,000.00*
	* Plus Cost Recovery Fees		
(15)	Street/Alley Vacation and Abandonment		500.00
(16)	Re-Notification Fee for Board of Adjustment and/or Zoning And Planning Board Hearings (If deferral is requested by Applicant)		150.00
G>	TREE RELATED FEES		
(1)	TREE REMOVAL APPLICATION		\$35.00

H> SERVICES NOT SPECIFIED IN FEE SCHEDULE

The Building Department reserves the right to establish an appropriate fee for any service or item not otherwise provided for in this Schedule of Fees in accordance with the normal and customary charges and fees established by other jurisdictions for such services and items, but, however, subject to final determination by the City Building Official. All permits with a Market Value for the job in excess of \$2,000 shall be charged at the percentage rate for New Construction or Alterations/Repairs and not on the line item basis.



AGENDA MEMORANDUM

Meeting Date: 12/14/2015

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

Via: Ron Gorland, City Manager *[Signature]*

From: Omar L. Luna, Recreation Director

Subject: Prince Field Playground Project

Recommendation:

Staff's recommendation is to have Council make a decision on what option is best and decide whether we should advertise an RFP, get quotes or piggy back off an existing contract.

Discussion/Analysis:

Please find attached Exhibit "A" from Superior Park Systems, Inc. This document gives us the (3) three rough estimates from the (3) three options requested. Please note that these options include everything that needs to be done to complete the project to the fullest. It also includes using the whole space that is currently allocated for the existing playground. Please note all playgrounds will be ADA Compliance and will meet all the CPSI guidelines.

Option 1: \$245,000.00

This will be a generic metal framed playground with features very similar to what we have at Stafford Park. It will obviously be bigger than the one at Stafford Park with more amenities and features, but the playground structure is very similar. It will have an Artificial Grass surface, etc.

Option 2: \$395,000.00

This is a playground with play structures made out of composite wood (Recycled Plastic) to match existing playground and theme. It will have an Artificial Grass surface, etc.

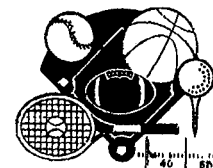
Option 3: \$383,000.00

This is a playground with play structures made of wood. It will have an Artificial Grass surface, etc.

Other companies were not willing to provide quotes for budgeting purposes. They preferred to have all the details and provide proposals on a specific type of playground.

Submission Date and Time: 12/9/2015 3:00 PM

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

“A CERTIFIED LOCAL MBE/SBE OWNED BUSINESS #22214”

“For All of Your Parks and Recreational Needs”

November 20, 2015

Send To:

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

Re: “Price Field” Playground Budget Estimates Including (3) Options of Different Playstructures:

Superior Park Systems, Inc. Estimates the following “Xccent Playstructures” & “Foreverlawn Inc. “X-Static” “Anti Electro- Static” & “Anti-Microbial” Ultra playground turf off the Palm Beach County School Board Contract # 10C-54B that the city can purchase (piggy back) at the same price, terms and conditions

& (2) other alternate options to match existing playground & equipment

“Prince Field Playground”

Disassembly & removal of existing section of fencing for accessibility of all heavy equipment & materials.

Demolition & removal of existing playstructures & apparatus off-site.

Excavation & removal of existing playground mulch & all felt barrier off-site

Provide all site prep including fill of playground

Florida professional engineered-sealed drawings, calculations & permitting
(permitting fees paid by city)

(1) M-1003 Molecule custom designed ages 5-12 ADA compliant playground structure

(1) T-0416 Triax custom designed ages 2-12 ADA compliant playground structures

Independent playground apparatus pieces for both ages 2-5 and 5-12 play areas

Foreverlawn Ultra “X-Static” Anti Electro-Static” & Anti Microbial ADA compliant artificial turf installed

Installation including all heavy equipment

Reassembly of fencing section to pre-construction condition

Disposal construction dumpsters

Freight

Budget Estimate

\$245,000.00

“Prince Field Playground” with Playstructures made of composite wood (recycled plastic) to Match Existing Playground & Theme

Disassembly & removal of existing section of fencing for accessibility of all heavy equipment & materials.

Demolition & removal of existing playstructures & apparatus off-site.

Excavation & removal of existing playground mulch & all felt barrier off-site

Provide all site prep including fill of playground

“Playgrounds by Leathers, Inc.” (The manufacturer who designed & community built present playground) to design and build a “composite wood” (recycled plastic) playground structures to match existing playground & Theme with very minor changes do to updated guidelines & ADA compliance
Florida professional engineered-sealed drawings, calculations & permitting
(permitting fees paid by city)

Leathers Playgrounds

Foreverlawn Ultra “X-Static” Anti Electro-Static” & Anti Microbial ADA compliant artificial turf installed

Installation including all heavy equipment

Reassembly of fencing section to pre-construction condition

Disposal construction dumpsters

Freight

Budget Estimate

\$395,000.00

“Prince Field Playground” with Playstructures made of wood

Disassembly & removal of existing section of fencing for accessibility of all heavy equipment & materials.

Demolition & removal of existing playstructures & apparatus off-site.

Excavation & removal of existing playground mulch & all felt barrier off-site

Provide all site prep including fill of playground

“Playgrounds by Leathers, Inc.” (The manufacturer who designed & community built present playground) to design and build a “wood” playground structures to match existing playground & Theme with very minor changes do to updated guidelines & ADA compliance

Florida professional engineered-sealed drawings, calculations & permitting

(permitting fees paid by city)

Leathers Playgrounds

Foreverlawn Ultra “X-Static” Anti Electro-Static” & Anti Microbial ADA compliant artificial turf installed

Installation including all heavy equipment

Reassembly of fencing section to pre-construction condition

Disposal construction dumpsters

Freight

Budget Estimate

\$383,000.00

Comments: Budget estimates is a turnkey project. This a approximate estimate with a 5% - 10% lower or higher contingency due to unknown site conditions & other.

Wood playstructures & apparatus is being phased out of the playground industry with basically only residential applications being readily available & the manufacturers who manufactured are replacing wood structures with composite wood (recycled plastic).

Composite wood (recycled wood) play-structures & apparatus equipment is substantially more expensive due to the cost of materials & hardware than steel & aluminum playgrounds.

Option #1- Includes for all playground equipment choice of colors, ADA accessible playstructures, is IPEMA certified, ASTM certified, ISO certified. Warranty is as follows: 100 year limited warranty on the steel & aluminum straight or arched posts, stainless steel fasteners and connectors, caps and clamps are covered against structural failure due to defects in materials or workmanship.

15-year warranty on the PVC coated metal decks, pipes rails, loops and rungs. 10 year warranty on plastic components. 3-year warranty on swing seats. 3-year warranty on moving parts- swing hangers, spring base assemblies, rubber base assemblies.

All options include- Playground Grass is designed and installed to meet Consumer Product Safety Guidelines, ASTM F1292-04 and ADA accessibility requirements. Product includes 10-year warranty against material defect, 2 years workmanship.

Please note: "Playgrounds by Leathers Inc." who custom designed & built the present playground in place at "Prince Field" has discontinued manufacturing "wood" playgrounds. Manufacturer stated that they possibly will explore the option of designing & manufacturing of a wood playground.

Submitted by,

A handwritten signature in black ink, appearing to read "Mitchell Leitner".

Mitchell Leitner, President

File: "Miami Springs" – Prince Field Playground (3) option's budget estimate. 11/21/15

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

**From the Desk of
Kathie and Martin L. Marquez**

CITY OF MIAMI SPRINGS

2015 NOV 10 A 10:36

November 9, 2015

Miami Springs City Council Members
City Manager Ron Gorland
City Attorney Jan Seiden
City Planner Chris Heid

c/o City Clerk Erika Gonzalez
City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166

Re: Appeal of Miami Springs Board of Adjustment Hearing held on 11-2-15 requesting hardship variances on our home construction Case No. 18-V-15 Kathie and Martin Marquez, for our property located at 401 Hunting Lodge Drive.

Dear City Council Members and staff:

On behalf of my wife Kathie and me, we are appealing the above referenced Board of Adjustment decision. At the direction of Staff, we are providing this appeal letter to you. A description of the project being appealed and the basis for the appeal are set forth below.

Based on the instructions from the City Attorney at the hearing, the appeal must be filed within 10 days of the Board of Adjustment hearing of 11-2-15 which would make that bar date 11-12-15. A filing check in the amount of \$100 is provided for this appeal.

Description of Project and Decision Being Appealed

On October 1st, 2015 we submitted an application for variances to replace our existing home. The project consisted of a single story replacement of our existing home at 401 Hunting Lodge Drive.

On November 2, 2015 the Board of Adjustment (i) considered the entitlement request (ii) continued the hearing with two board members absent and no alternate chosen by City Council, and (iii) denied all variances requested that are needed to construct our replacement home on the lot we have owned and lived on for 30 years.

As time is of the essence with this project due to the hardship of our aging parents (90 and 88 years of age) having to move in with us, and our own pressing health concerns, we opted to proceed with our presentation to the Board of Adjustment with only three out of the five members present. The City attorney did indicate that the City Council had not yet selected an alternate for the board to stand in when other board members could not attend, and that approval of our application had to be by unanimous vote of all three members present for it to succeed.

Kathie and Martin Marquez
401 Hunting Lodge Drive - Miami Springs, Florida 33166
Mobile: (305)345-2953

The Board of Adjustment decision was not unanimous with Chairman Perez-Vichot , and Vice Chairman Ernie Alonso voting to deny the application. Independent citizen Board member Juan Molina whom we have never met before the hearing, voted a loud and resounding vote to approve the requested variances.

CITY OF MIAMI SPRINGS
2015 NOV 10 A 10:36

On our behalf we intend to demonstrate that the Board of Adjustment erred in not making an affirmative finding and approving our request application.

How we are aggrieved by the Decision

- 1) The Board of adjustment did not fully grasp or properly consider the basis for Staff's evaluation or recommendation. City Planner Heid worked closely with us long before we made application setting the ground work, guiding us, and encouraging us to continue with preparation of the necessary design documents for our home. We are very grateful for the professionalism shown us by City Planner Chris Heid.

City Planner Heid added an 11th hour additional condition to his recommendation, which we agreed to. This additional condition involved a restriction for the record in the form of a covenant running with the property that the one car garage proposed in our design could not be turned into living space in the future. Staff's recommendations are listed below:

"ANALYSIS: Although five variances are requested, most of them are meeting the currently existing non-conforming setbacks, and only slightly enlarge the existing house. In addition, this is a particularly difficult lot, with three street frontages and a rounded end condition.

Also, it is encouraging to see a house designed in the Pueblo style, albeit with contemporary flourishes, the very style on which the City was established.

RECOMMENDATION: It is recommended that the request for variance be approved, subject to the following condition:

- a) Any variances granted either by the Board of Adjustment or by the City Council shall be null and void if the applicant does not obtain a building permit and commence construction within one year of the date of the granting of the variance. If unusual circumstances exist, the variance may be extended by the Board of Adjustment or the City Council, whichever granted the variance, for an additional six-month period. No extensions beyond the time periods specified above are authorized."
- 2) The Board of Adjustment meeting minutes do not accurately represent the full record and testimony offered at the meeting.
 - a) The summary minutes do not adequately report the proceedings or important summary that provides the opinions of City staff as to the decision-making of the Board, as well as summaries of testimony by Staff, and the Applicant. Despite the possible availability of audio record, we have been denied the opportunity to understand the basis of motions from Staff's perspective that relate to a record of

inconsistent consideration by Chairman Perez-Pichot and Vice Chairman Aloma. A more detailed verbatim transcript of the proceedings are only now available and hopefully we can obtain it to incorporate the board comments as a supplement to this appeal request.

2015 NOV 10 A 10: 36

3) Neighborhood Support of our requested variances in the form of signatures and submitted letters were not properly taken into consideration by Chairman Perez-Vichot and Vice Chairman Aloma.

- a) Kathie and I took the time to visit with our long time neighbors and our new neighbors to present to them our full variance package presentation including our video animation. We were happy that all our neighbors were excited for us and were also excited about seeing a new Pueblo-Mission revival construction going up in the neighborhood. All the directly adjacent property owners signed our petition in support of our application. In addition the City sent out the customary courtesy notices and only had one additional letter of support sent in from a neighbor and none sent in opposing our variance request. In total we had 17 neighbors sign our support petition and there were NO letters or personal testimony against the project.
- b) Board member Perez-Vichot made fun of the support signatures collected indicating that the signatures collected had multiple household members from the same homes and that this was not a "popularity thing". After living in our neighborhood for 30 years, had any of our adjacent neighbors not supported the project we would have not brought it before the Board of Adjustment. The record will show that all the property owners adjacent to our home along with those receiving courtesy notices from the City and responding, indicated support for our variance request.

4) Chairman Perez-Pichot and Vice Chairman Aloma did not properly take into consideration the existing hardship of our lot, and instead depended solely upon the concept of having to comply with new construction requirements without consideration for our unique property.

- a) We have lived at this location for 30 years and are only asking to replace our existing structure and increase it approximately 17% to accommodate both for us and our aging parents. We have lived here long enough to have watched the variance board issue countless similar variances. There was never any warning by staff or any of the board members that our unique site constraints creating our hardships would not be taken into full consideration. Had we known that this was going to be their approach taken by Chairman Perez-Pichot and Vice Chairman Aloma, which was inconsistent to their previous variance approvals, and indications by staff we would have pursued other options.
- b) The record will show Chairman Perez-Pichot indicated that the plans we submitted were pretty much in compliance with the code and previous similar variances issued, with the exception of the garage which is a critical element to the plan. The record will also show that the two adjacent properties and the only two properties opposite ours already have existing garages and structures in the Payne Drive setback area adjacent to where we planned our garage, and were therefore supportive of our

submitted plans.

- 5) The Board of Adjustment failed to approve our flat roof variance despite the fact that the City Planner had recommended approval siting the pending legislation before City Council. CITY OF MIAMI SPRINGS
2015 NOV 10 A 10: 37
- a) Chairman Perez-Vichot indicated at the inception the Board of Adjustment meeting that he had a problem recommending approvals of a variance for a flat roof pending legislation which had not been approved by the City Council. Yet the record will show that same board member has approved previous variances with pending legislation before City Council. As the flat roof ordinance has been approved at the first reading, a second reading should put that objection to rest.
- 6) We feel we are being discriminated against and deprived the right to construct our replacement home that complies with the spirit and intent of the Municipal Code. Our replacement home design minimizes changes to the surrounding neighborhood, maintains the same single story scale and character as has existed on the site since 1949, and preserves the long scenic vistas along Historic Hunting Lodge Drive.
- a) A certain board member wrongly relied on or may have been swayed by (i) Chairman Perez-Pichot's repetitive misinterpretation of the strict new construction requirements as applied to our unique site hardships.

Why the Board of Adjustment Erred or Abused its Discretion

- 1) There is a lack of substantial evidence in the record to support the Board of Adjustments determination that we did not attempt to comply with the zoning code and therefore required variances.
- a) There is a legal hardship on the property as clearly expressed in our request for variances supplemental letter submitted with our application, and acknowledged by the Staff and the Board members, although completely ignored in the final decision.
- b) Revised plans provide fully dimensioned and hard-lined design that demonstrate mitigation to a level eliminating all potential impacts – not only relating to compatibility with the immediate neighborhood character, but also for privacy, view impact, cumulative view impairment and compliance with generally held standards by the Board of Adjustment expressed in previous variance approvals and the Planner's recommendations.
- c) There is a preponderance of evidence that the Board of Adjustment could make all findings for approval. The City Council has the ultimate power to make such a finding for approval.
- d) Staff correctly articulated in writing and orally in their recommendations and testimony on November 2, 2015 the basis upon which all the findings could be made.

- e) There is a total lack of oral or written testimony by 3rd party opponents that all the findings cannot be made.

We respectfully request that the City Council overturn Chairman Perez-Pichot and Vice Chairman Aloma's recommendations of the Board of Adjustment and uphold independent board member Molina's and the City Planner's recommendation. We sincerely believe that if Board member Tallman and Calvert were present they would have not been swayed by Chairman Perez-Picot and would have voted for our project.

We respectfully request that the City Council respect the desires of the adjacent property owners that signed our petition supporting our variance requested and our conceptual home design solution.

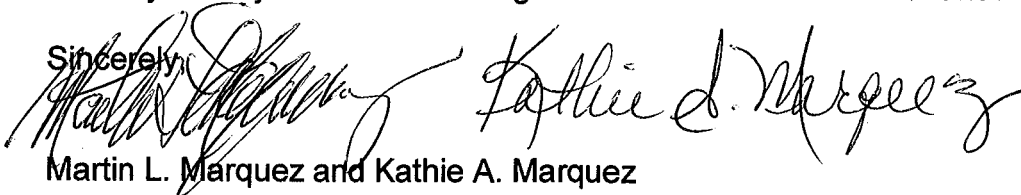
Furthermore, we respectfully request the right to provide additional substantive testimony orally and in writing, including rendered color plans, video animations and other exhibits to further demonstrate that the Board of Adjustment erred in not granting our application as recommended by the City Planner Heid, and Board member Molina.

We would like to work closely with Staff to schedule a special appeal hearing on a mutually acceptable date in December 2015, to insure us sufficient time to fully prepare.

The Council should be aware that regardless of the Council's decision on our appeal, we waive all rights to appeal this matter to a court of jurisprudence. Due to our dire time constraints we will simply build a less attractive out of scale structure to the neighborhood that does not require any variances, as soon as possible to allow us to enjoy what time we have left with our parents.

Thank you for your kind and thoughtful consideration of our variance appeals request.

Sincerely,



Martin L. Marquez and Kathie A. Marquez

CITY OF MIAMI SPRINGS
2015 NOV 10 A 10:37

**From the Desk of
Kathie and Martin L. Marquez**

November 30th , 2015

Miami Springs City Council sitting as Board of Appeals

201 Westward Drive

Miami Springs, Florida 33166

Re: Board of Appeals hearing # Case #18-V-15 Kathie and Martin Marquez, 401 Hunting Lodge Drive

Dear Council Members:

After speaking with City Attorney Jan Seiden we were informed that we could request a special hearing before the City Council (other than at the regular City Council meeting scheduled for December 14th 2015) in order for us to appeal the recommendation from the Board of Adjustment on the above referenced case.

If so, we would like to have such a hearing if convenient to all Council members either on Tuesday, December 15TH , or Wednesday December 16th , 2015 at 7:30 pm in the City Council Chambers.

Due to current health reasons I am not able to stand for any length of time and articulate properly the facts surrounding our variance case. For this reason I would like to prepare a short video presentation of the facts surrounding our variance case, along with references to similar Miami Springs variance cases to ours that have obtained precedent setting variances, and ask that the Council re-hear our variance case de novo.

Please confirm if the above is possible and convenient to all. Please inform us which date is best to re-hear our case.

Sincerely,


Martin L. Marquez
401 Hunting Lodge Drive
305-345-2953



AGENDA MEMORANDUM

Meeting Date: 12/14/2015

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

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

From: Tammy Romero, Professional Services Supervisor

Subject: Council selection of the Artist and proposed artwork for our new Aquatic Facility

Request: Council is requested by the Art in Public Places Ad-Hoc committee to make the final selection of an artist to create the public art for the Aquatic Center. The Artist's 100% design is due on or before the end of January 2016.

Discussion: The Art in Public Places Ad-Hoc Committee of five residents, appointed by City Council, requested qualifications from professional artists throughout South Florida for the purpose of designing exterior art work for our new Aquatic Facility. Thirteen artists submitted their qualification packages and images of past work to the City by the September 24th deadline.

The committee reviewed all thirteen artists' submissions for the first time at a Public Meeting held on September 29th, by way of a power point presentation and scored each of the artists. Five artists (Alfredo and Pavlina Alea, Antuan Rodriguez, Alexander Leon, Carlos Pereira and Xavier Cortada) were shortlisted and asked to develop and present site-specific proposals for the Aquatic Center.

A double blind draw was performed and each shortlisted artist was given a time slot to make a 20 minute presentation and had 10 minutes of Q&A's for a total of 30 minutes maximum for each. These presentations were made to the committee in another public meeting held on November 17th. After some discussion, the committee made a unanimous decision that the submissions (Attached) by Alfredo and Pavlina Alea and Carlos Pereira be presented to Council at the December 14th meeting for final selection.

Per the mandated Miami-Dade County Ordinance 94-12, a total of \$71,869.00 (1½% of construction cost) was set aside for the Art in Public Places. \$50,308.00 is to be awarded to the Artist and the remaining money was set aside for ongoing maintenance, repairs, County charges and Administration fees.

Fiscal Impact (If applicable): None. The 1½% for Art in Public Places is included in the Aquatic contract.
Submission Date and Time: 12/7/2015 3:33 PM

<p>Submitted by:</p> <p>Department: <u>Finance</u></p> <p>Prepared by: <u>Tammy Romero</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Approved by (sign as applicable):</p> <p>Dept. Head: _____</p> <p>Procurement: </p> <p>Asst. City Mgr.: </p> <p>City Manager: </p>	<p>Funding:</p> <p>Dept./ Desc.: <u>Capital Improvements/Aquatic Fac.</u></p> <p>Account No.: <u>310-3806-519-34-00</u></p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ <u>71,869.00</u></p> <p>Total amount: \$ <u>71,869.00</u></p>
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“Fluid Dynamics”
Miami Springs Aquatic Center
Proposal for Public Art

Artist Team Alfredo & Pavlina Alea

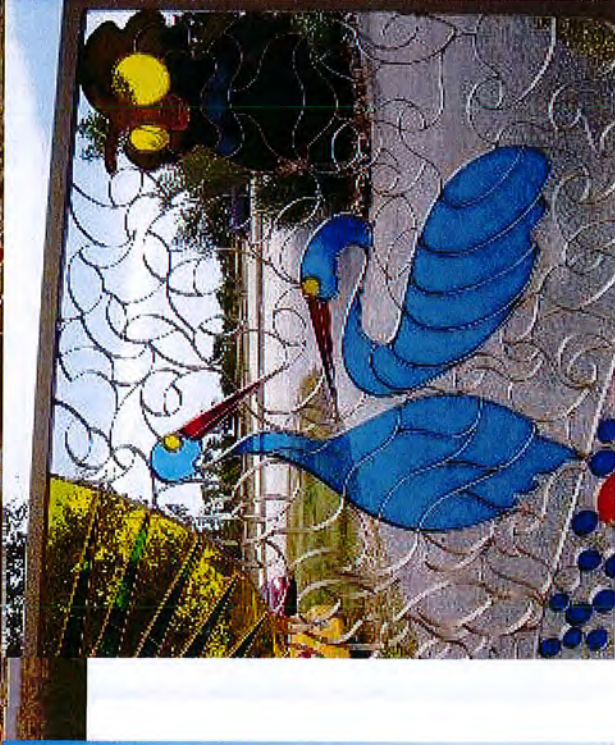
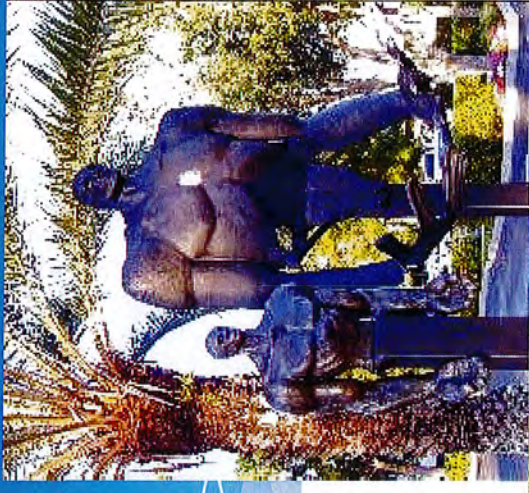
Who are we?

We are a husband and wife artist team, living and working in Miami, FL. We have been in the arts for over 20 years.

Alfredo is a sculptor specializing in bronze, steel, stainless steel, acrylic, aluminum and ceramics. His work ranges from small to monumental.

Pavlina specializes in painting with glazes or acrylic paints on various surfaces, including ceramic tiles. Her work ranges from small to monumental size.

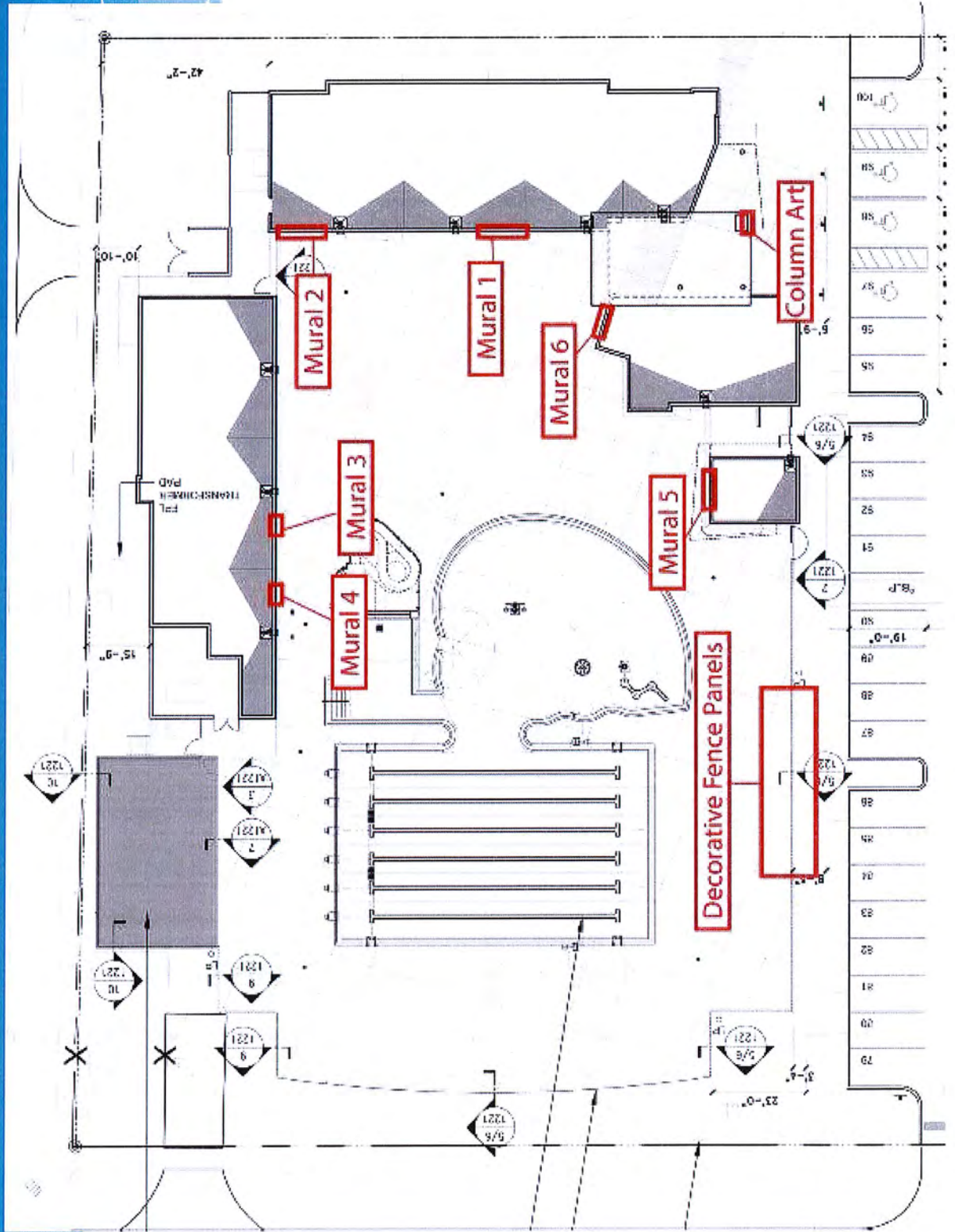
Intro to Our Studio Work: Sculptures and Gates



Intro to Our Studio Work: Paintings and Ceramic Tile Murals



Map of Proposed Art



List and Location of Proposed Art

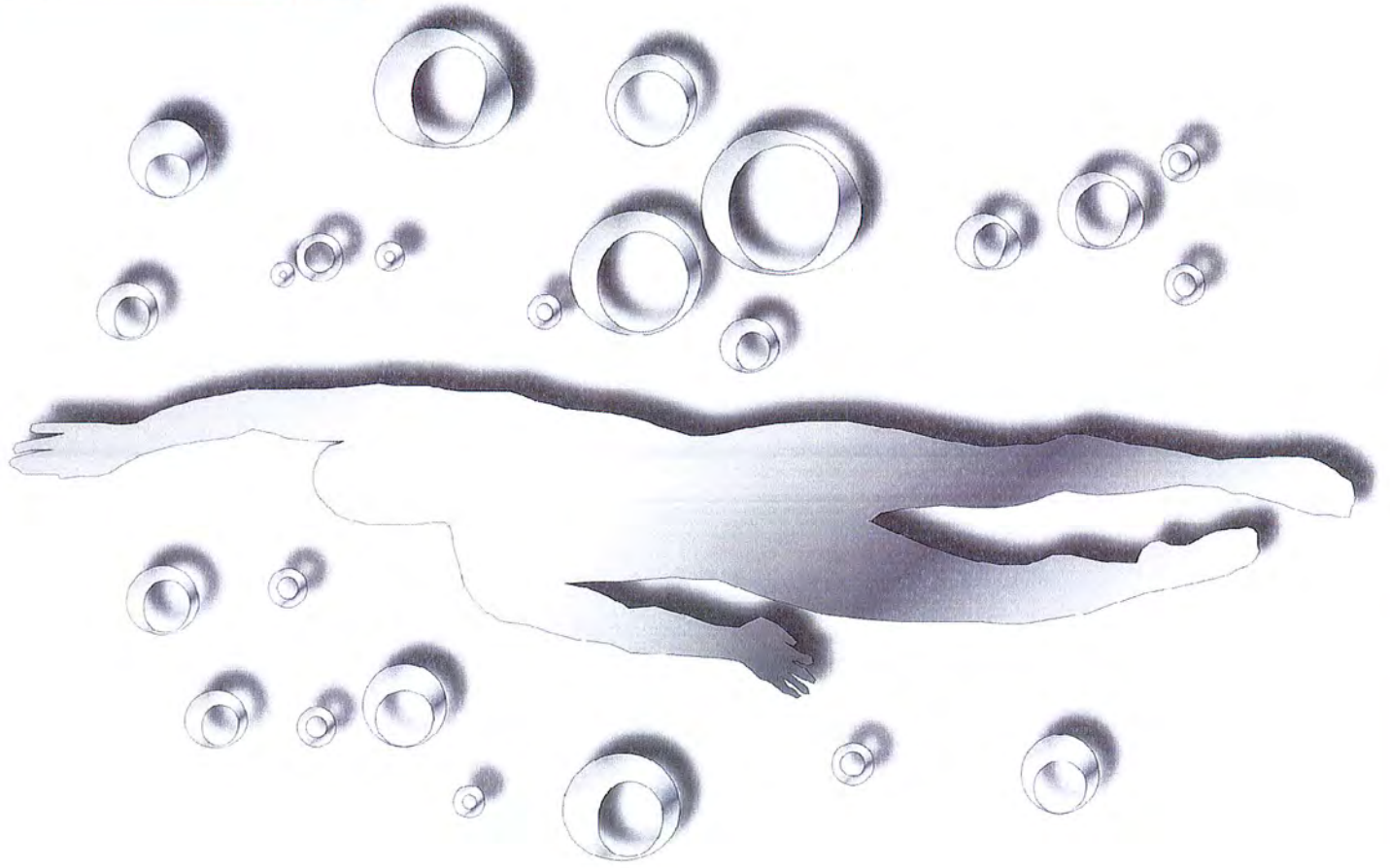
- * Aluminum Wall Sculpture for the Entrance Column
- * 4 Decorative Fence Panels for the South Border of Aquatic Center
- * Two Murals on West wall of Multi-Purpose Building
- * Two Murals on South Wall of Bathroom/Equipment Building
- * Two Murals on North Walls of Office Building and Concession Building

“Fluid Dynamics” Inspiration

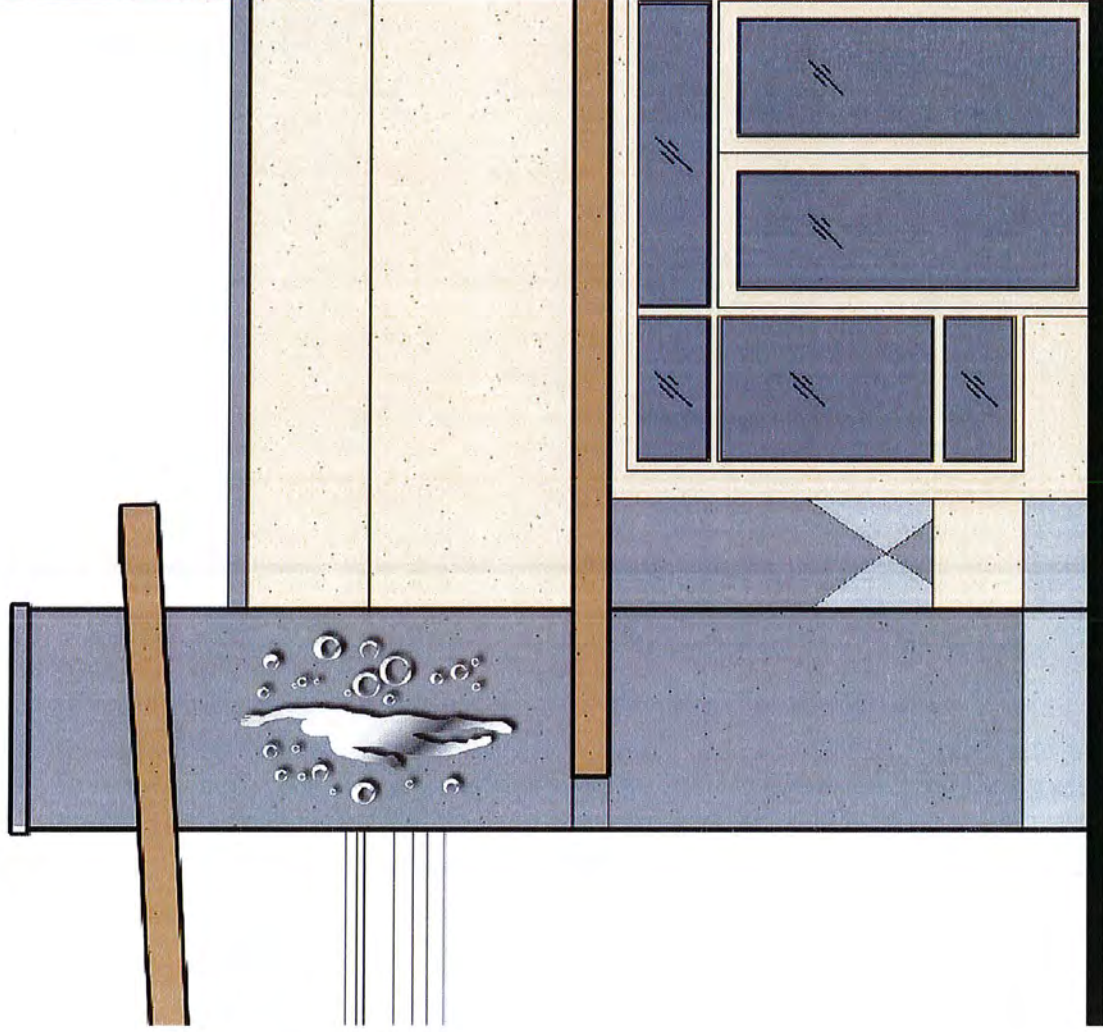
The inspiration for our proposed artwork was derived from the natural movement of water and the optical effects its transparency creates. The artwork also reflects the community activities offered at the Aquatic Center. We are hoping these images will instill and promote aquatic sports and use of the facilities. We want to create an inspirational and family-friendly environment which will motivate the public to enjoy the center.

We propose Aluminum
Wall Sculpture
“Aquanaut” for the
Entrance Column

- * 5 Feet Tall x 3 Feet Wide x
¼ Inch Thick
- * Brushed Aluminum with a
“Silver” look, Clear-Coated
for protection



Location - "Aquanaut"
will be installed on the
upper portion of the
Entrance Column

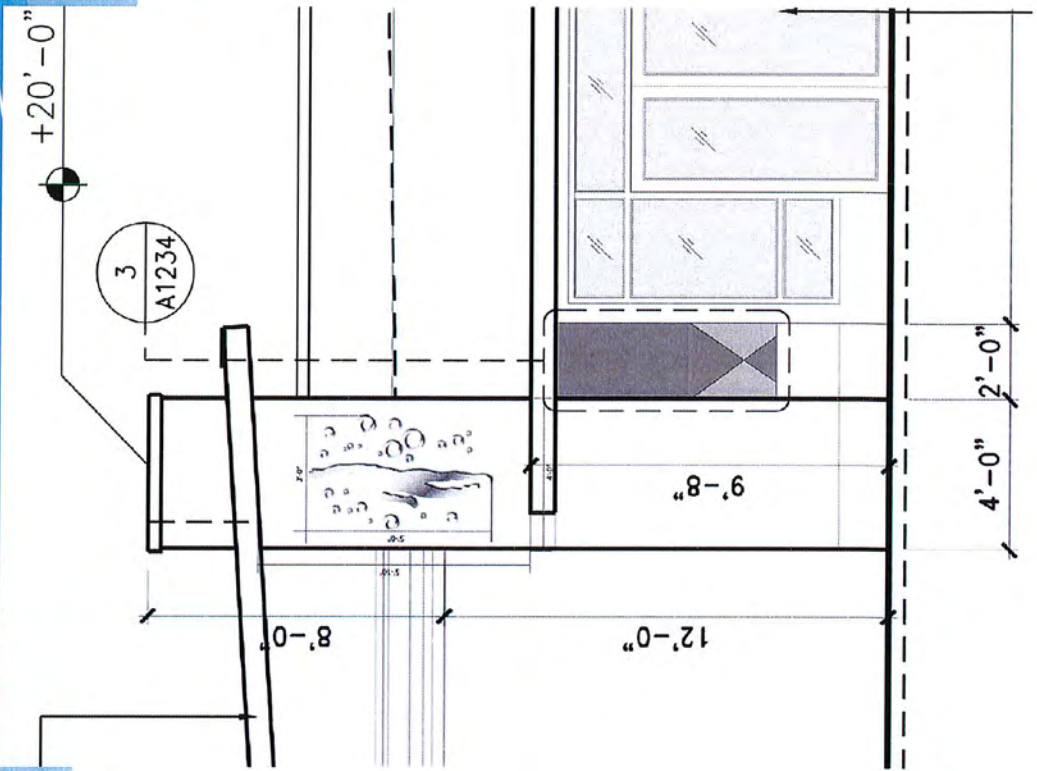
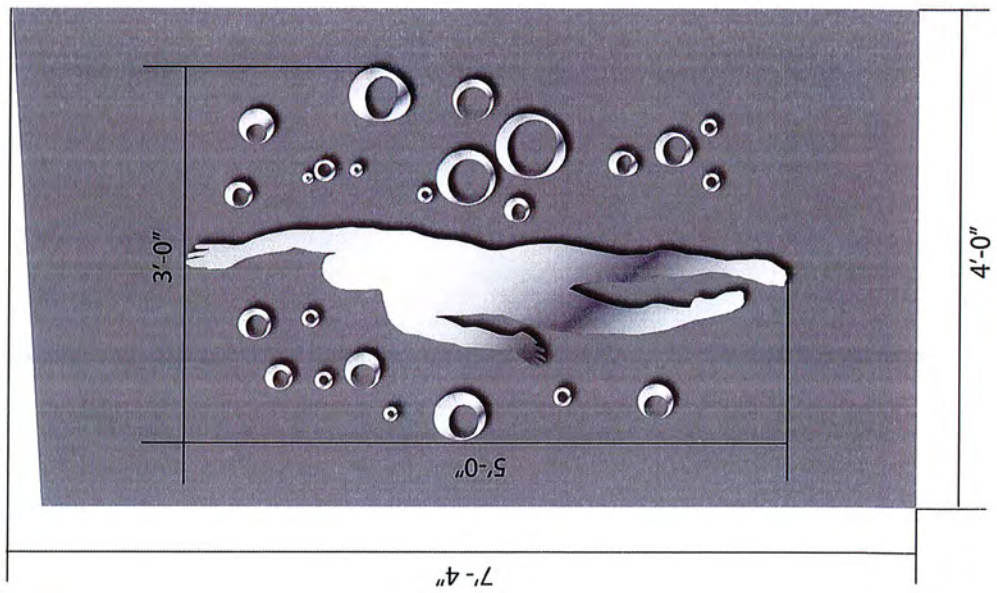


- * Location provides high visibility and exposure to vivid sunlight throughout the day
- * Elevation provides safety to the public and protects from vandalism

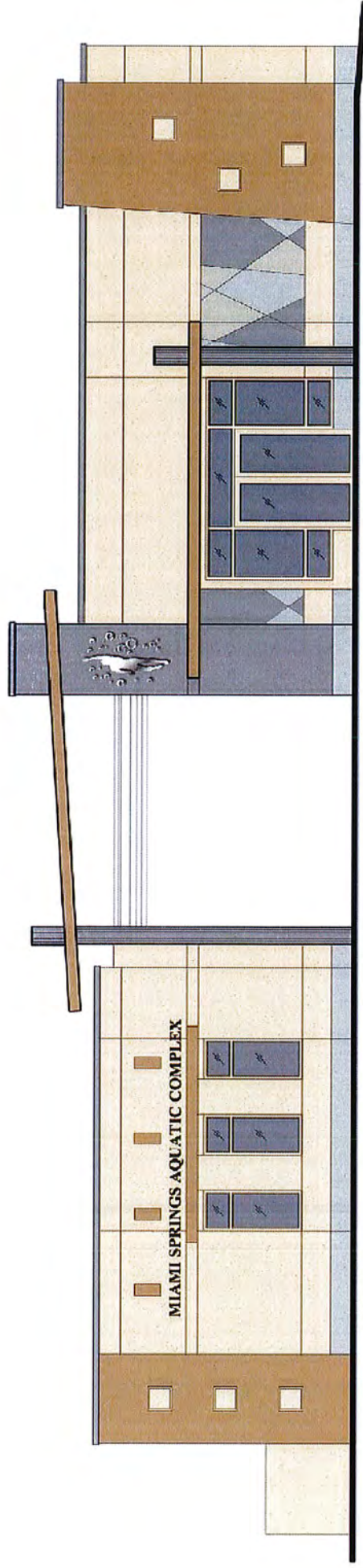
Concept for “Aquanaut”

- * Creates a visual logo and clearly defines the purpose and use of the building
- * Iconic image that will reflect the activities at the center and will attract the public
- * Complements the architecture of the Aquatic Center
- * Promotes healthy life-style among young and old alike in the Miami Springs Community

“Aquanaut” with sizes; Scaled to the upper portion of the Entrance Column

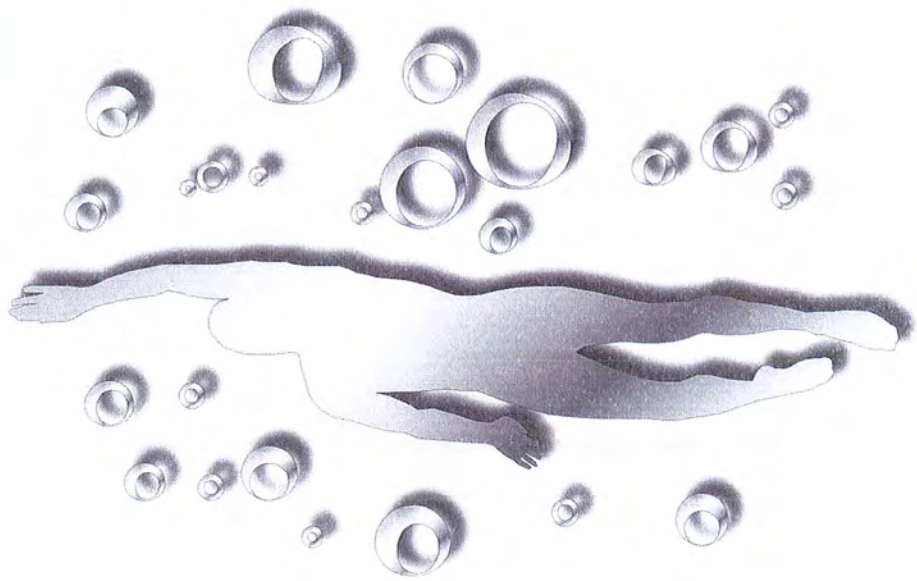


Aquatic Center Entrance Column South Elevation with Aluminum Wall Sculpture “Aquanaut”



Aluminum Wall Sculpture “Aquanaut”

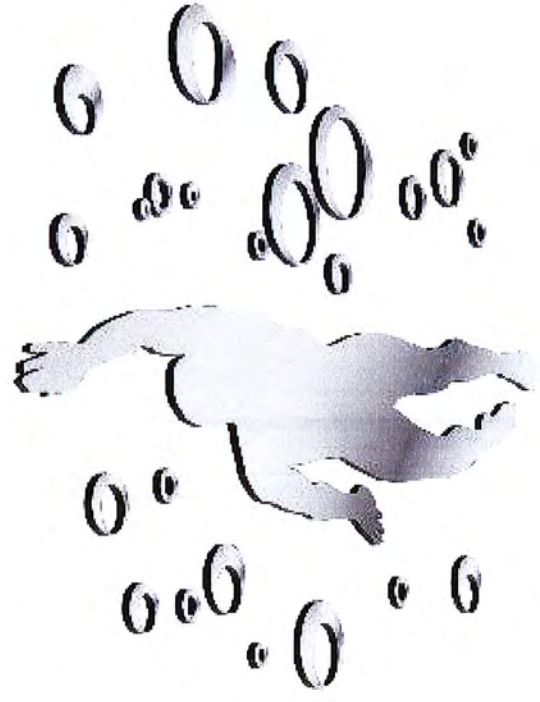
Front View Side View



Aluminum Wall Sculpture “Aquanaut”

Top View

Bottom View



“Aquanaut” will have brushed aluminum surface with a “Silver” look. It will be sealed with crystal clear coats of Permalac to prevent corrosion



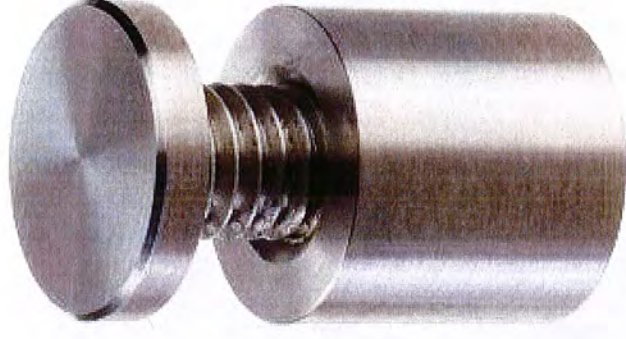
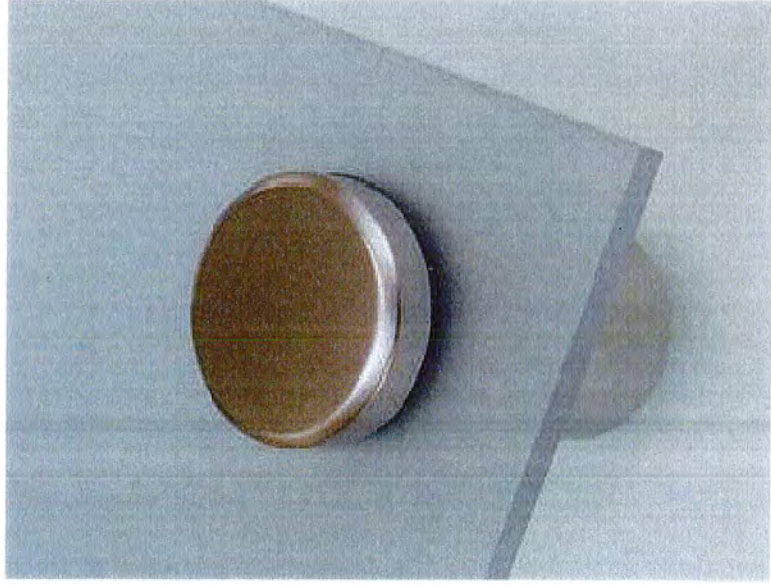
“Aquanaut” will be cut from
Aluminum Sheets $\frac{1}{4}$ ” thick



Cut-out designs will be done using
Waterjet/CNC technology to achieve maximum
precision



The “Aquanaut” will be mounted approximately 2” from the surface of the Entrance Column with a weatherproof and weight rated standoff system.



Installation and Maintenance of “Aquanaut”

- * Installation of “Aquanaut” will be done by artists or contractor hired and supervised by artists
- * All materials are durable and rated for outdoor use
- * Requires little to no maintenance
- * The surface might be cleaned with water and mild soap
- * Power wash as needed

4 Decorative Fence Panels Proposal

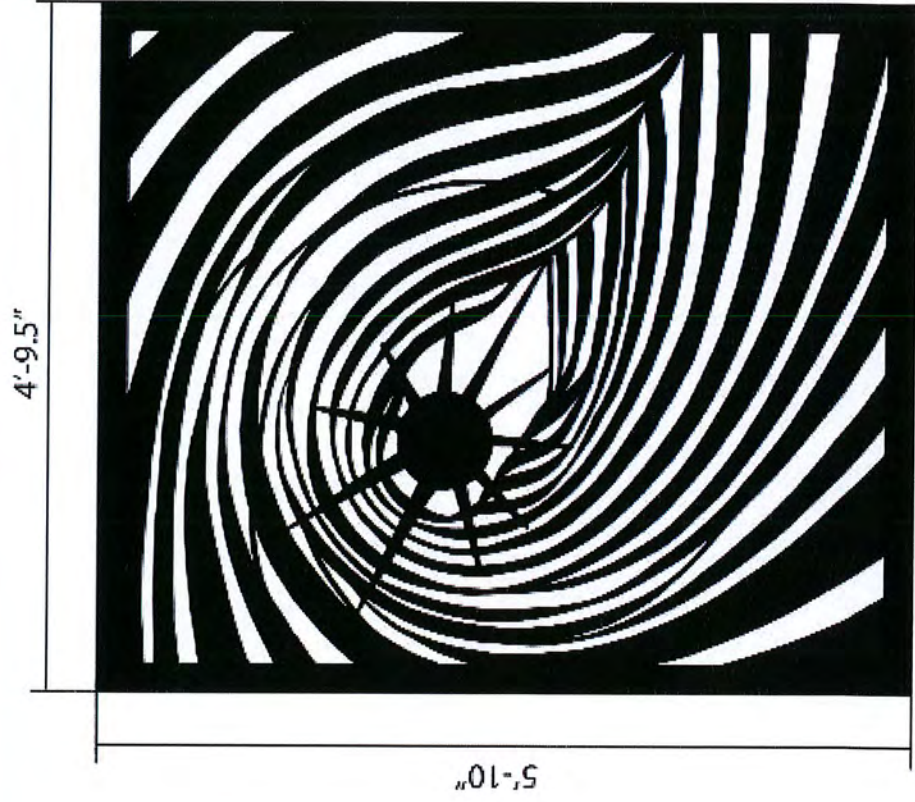


We are proposing to create 4 decorative panels for the aluminum fence of the Miami Springs Aquatic Center.

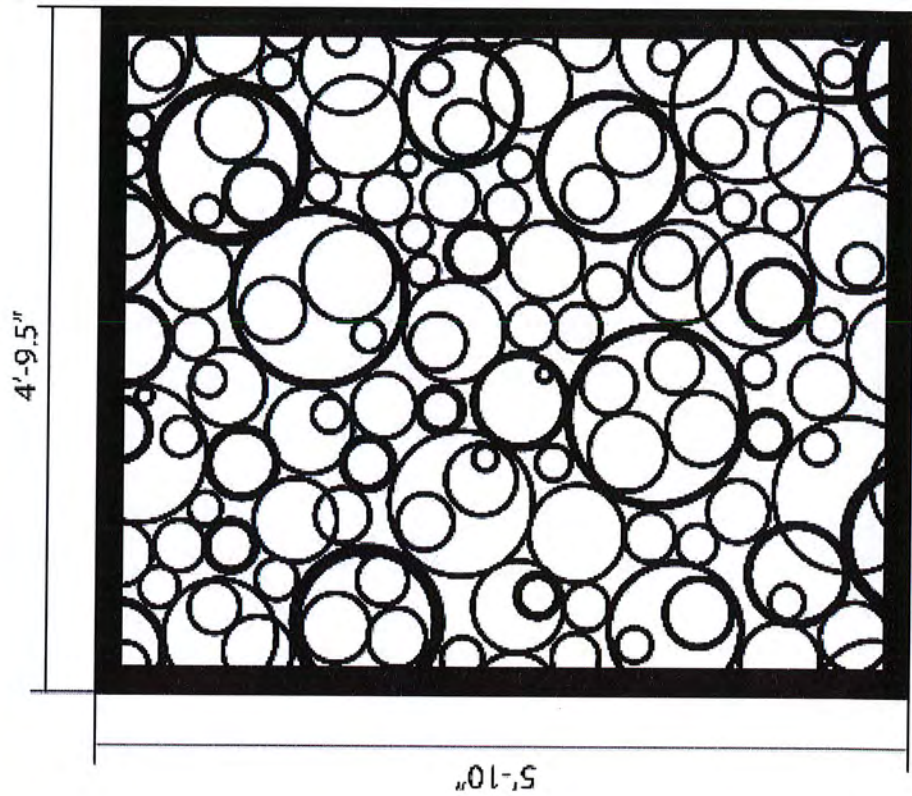
We will present 5 different designs for the panel to choose from.

We are open to producing 1 design 4 times, 2 designs twice or 4 designs once (as seen above).

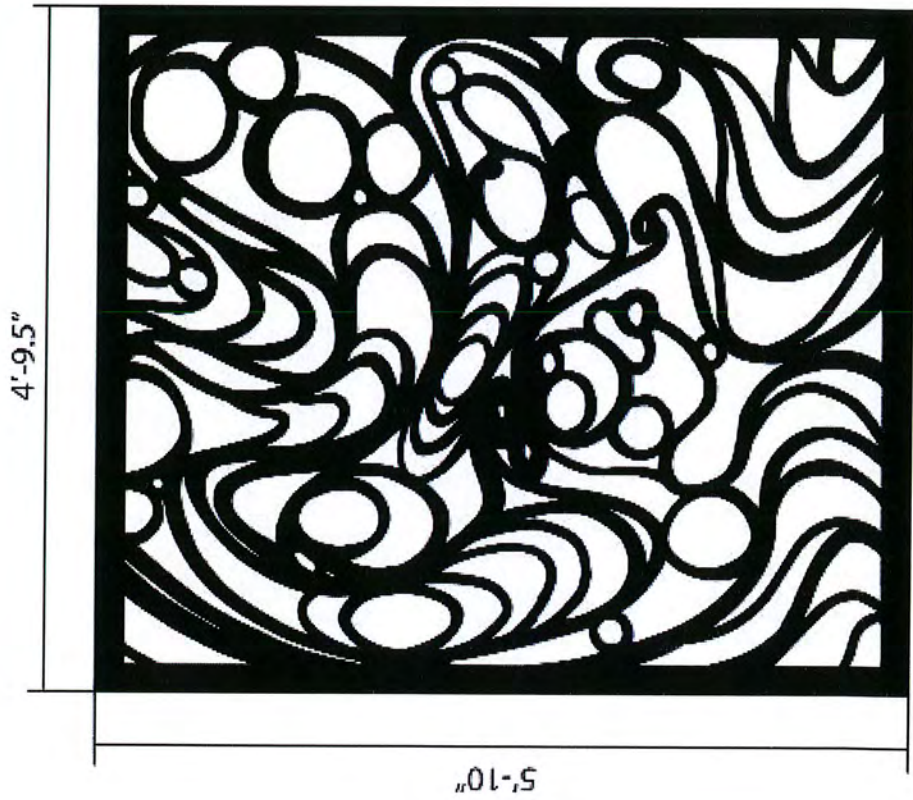
Design #1 “Folding Wave”



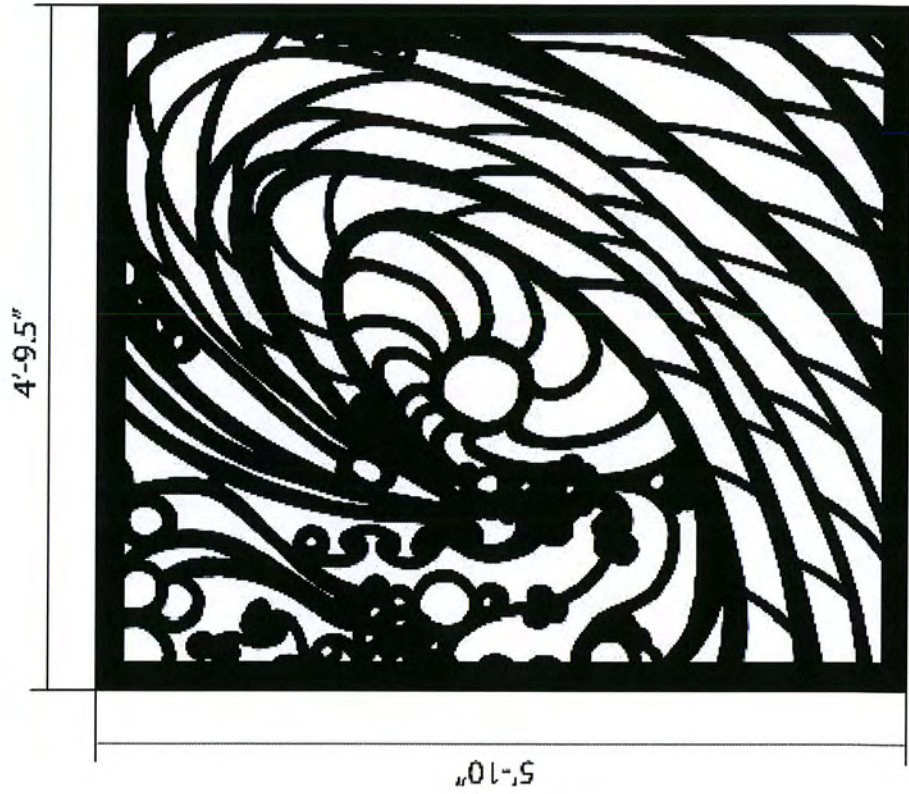
Design #2 “Bubbles”



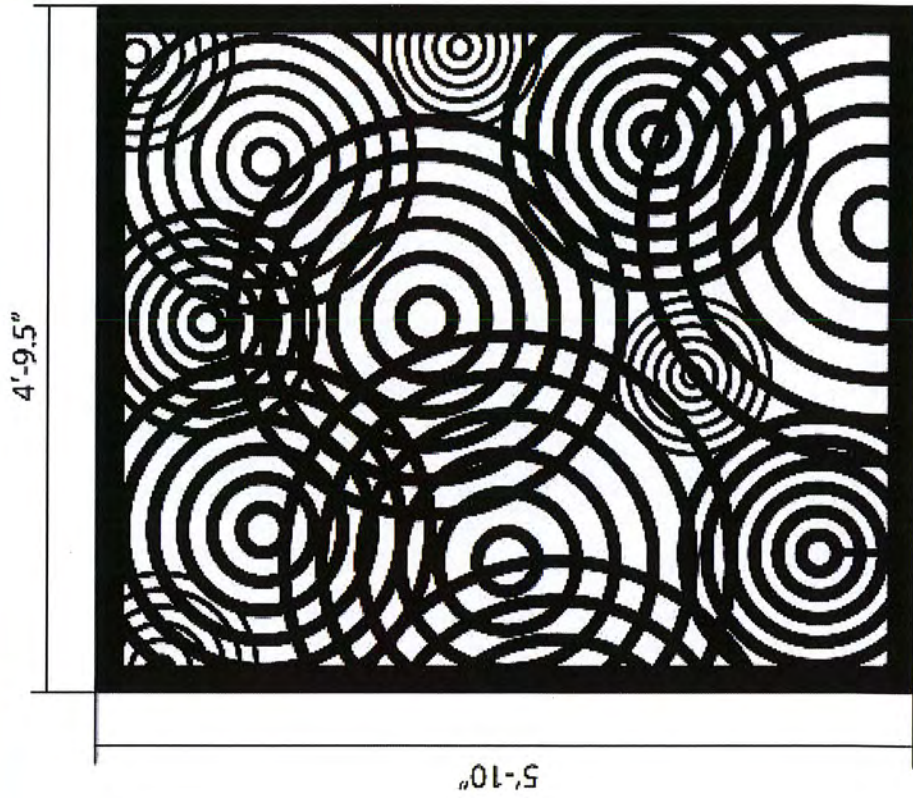
Design #3 “Fluidity”



Design #4 "Surf"



Design #5 “Ripples”



Concept of Decorative Fence Panels

- * Our inspiration is the movement of water and the natural shapes created by its turbulence and patterns
- * We have designed iconographic images with recognizable silhouettes
- * They will be painted black (as the rest of the picket fences) and will stand against the background of the Center
- * Each Decorative Panel will be the exact same size as the existing fence panels (Approximately 5 Feet 10 inch Tall by 4 Feet 9 1/2 inch wide)
- * The designs will complement the architecture of the Aquatic Center

Structurally Rated Designs

- * The fence designs are going to be rated by a certified structural engineer.
- * They will conform to approved wind-load engineering data and testing required by the Florida Building Code, Miami-Dade County and the City of Miami Springs.
- * They will also comply with the load bearing capacity of the posts that hold the fence.

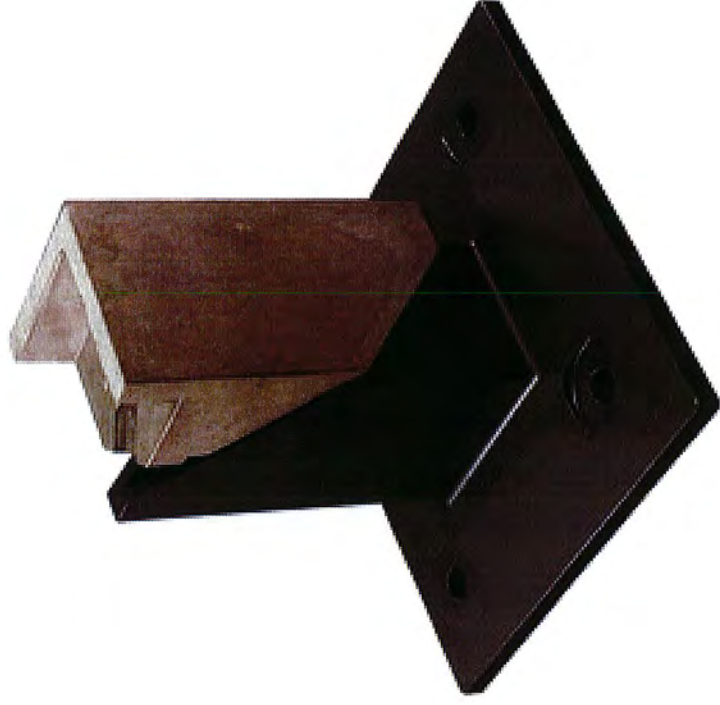
The panels will be fabricated from $\frac{1}{4}$ inch thick sheets of aluminum and will be framed by square $1\frac{1}{2}$ inch thick aluminum pipe



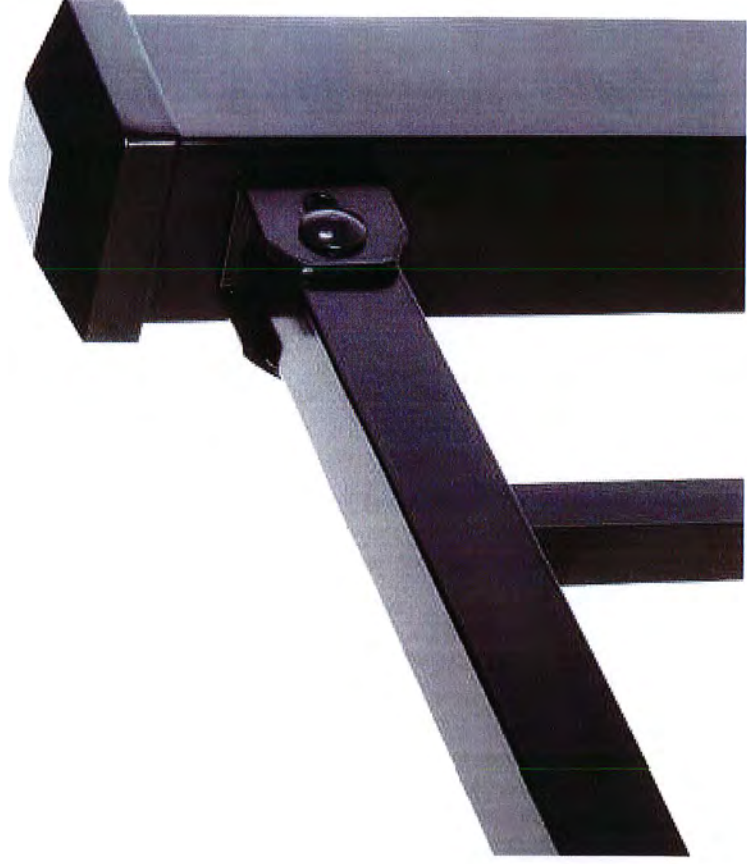
The designs will be cut out by
Waterjet/CNC for maximum precision



Decorative aluminum panels will be painted
black to match the rest of the fence.



Panels will be delivered ready for installation with all necessary fittings and will be set into the existing aluminum fence



Proposed Decorative Fence Location



The placement/location of the panels is also open for discussion. We propose the center of the South border fence in front of the pools, as it will be highly visible. They could be spaced by intervals of one or two picket fence sections.

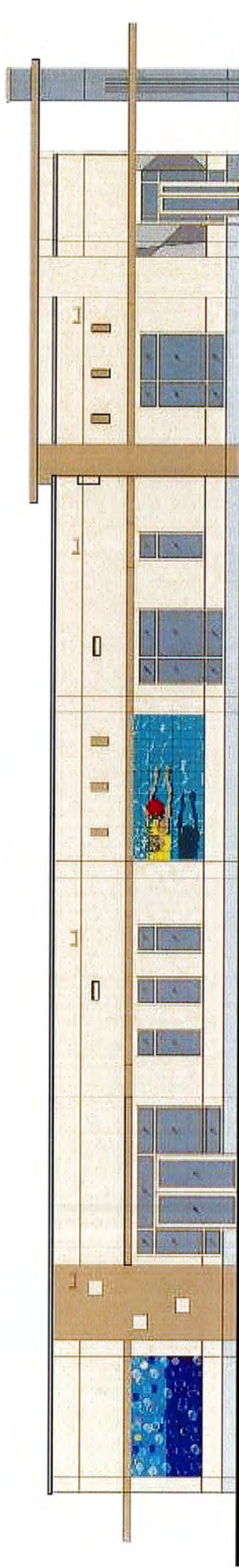
Decorative Fence – Simulated View of a Swimming Pool behind the Fence



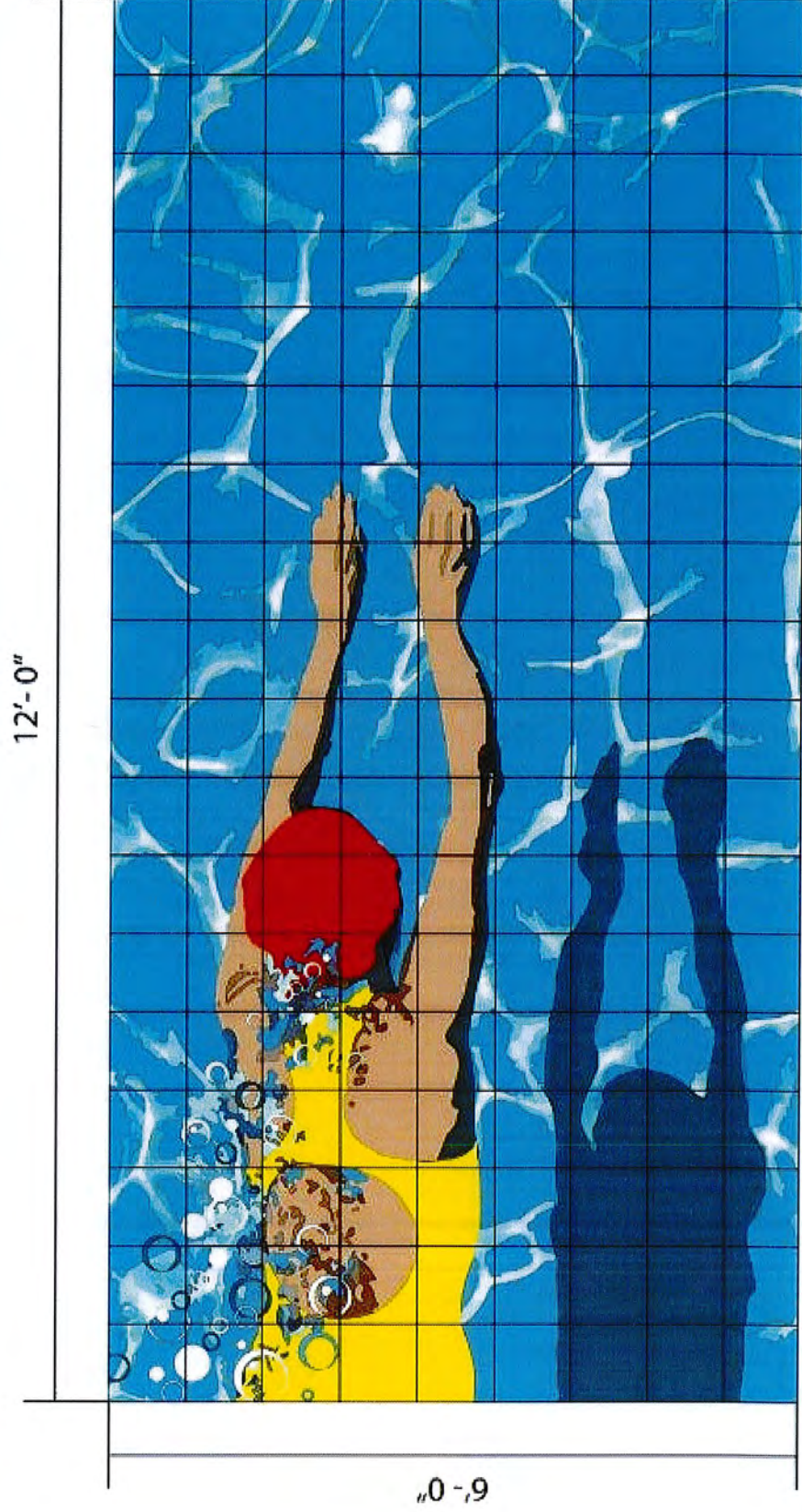
Installation and Maintenance of Decorative Fence

- * Will be delivered ready for installation with all required fittings and hardware
- * Will be installed by Lunacon Construction Group as specified in the RFQ
- * All materials are durable and rated for outdoor use
- * Will require the same maintenance as the rest of the fence

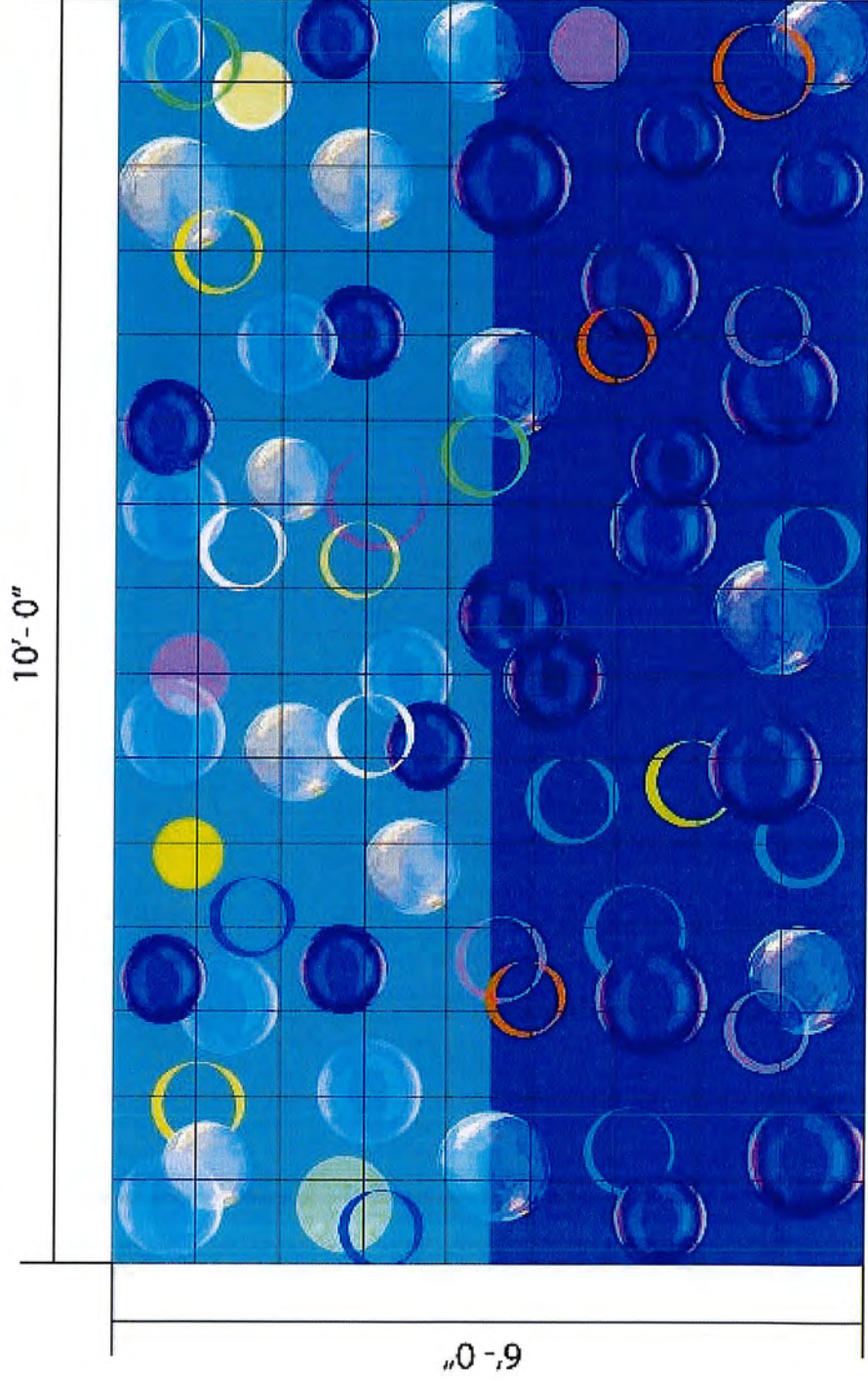
Multi-Purpose Building West Wall with the two Proposed Murals



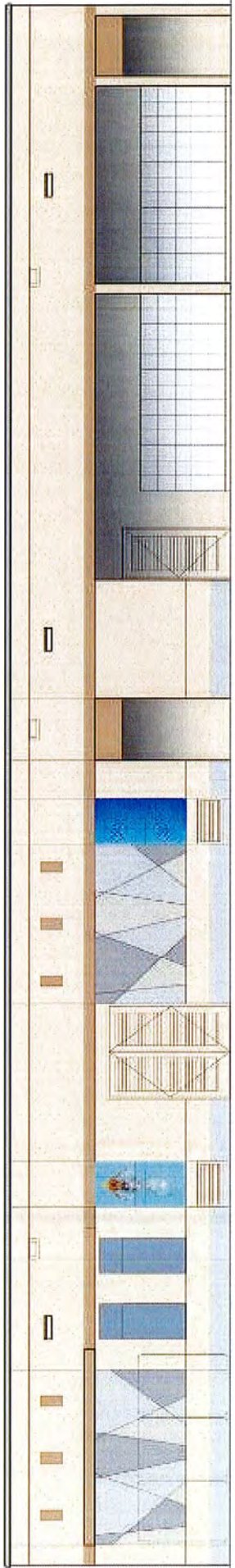
Mural 1 “Morning Swim” – 12 feet wide and 6 feet tall. Composed of 162 hand-glazed ceramic tiles



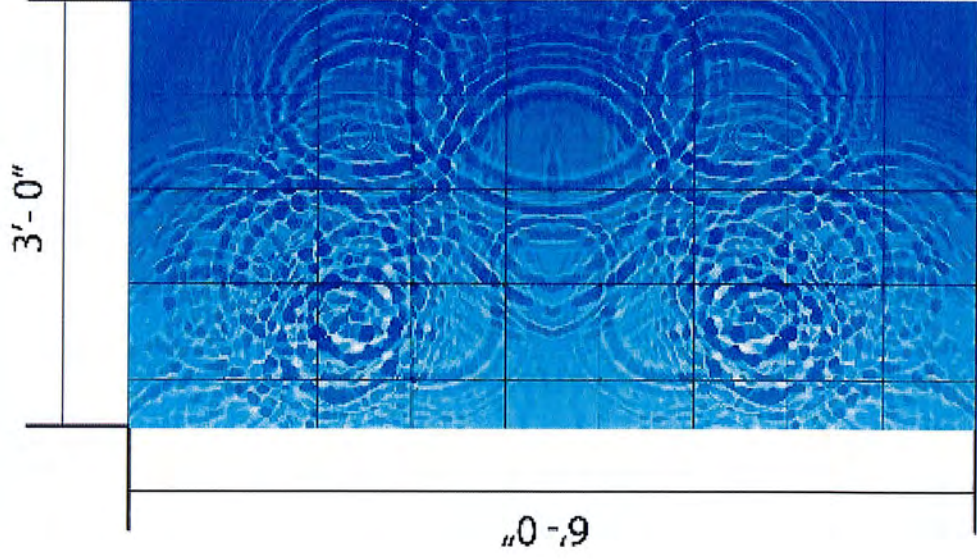
Mural 2 “Bubble Joy” – 10 feet wide and 6 feet tall. Composed of 135 hand-glazed ceramic tiles



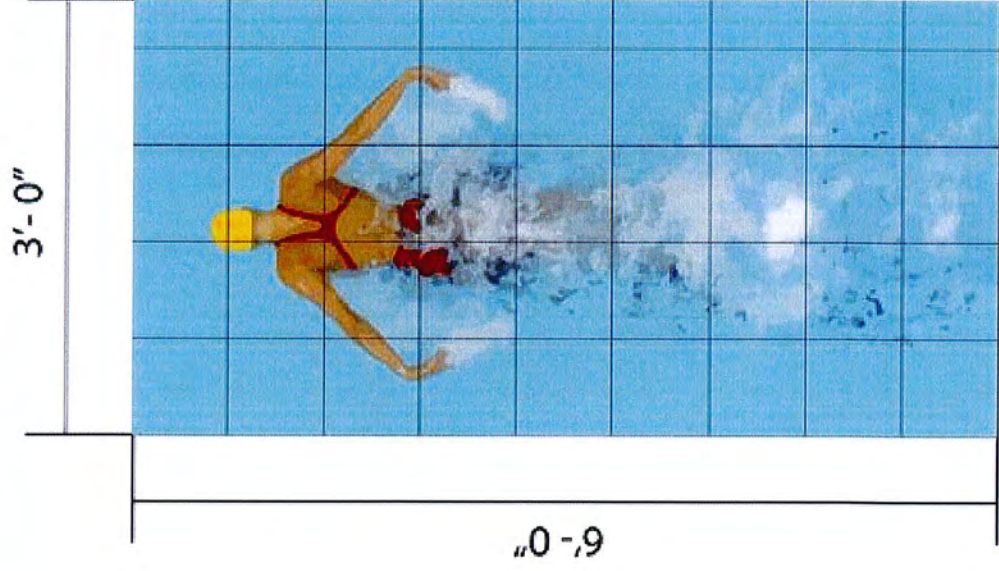
Bathroom/Equipment Building South Wall with two Proposed Murals



Mural 3 “Ripples” – 6 feet tall and 3 feet wide.
Composed of 41 hand-glazed ceramic tiles

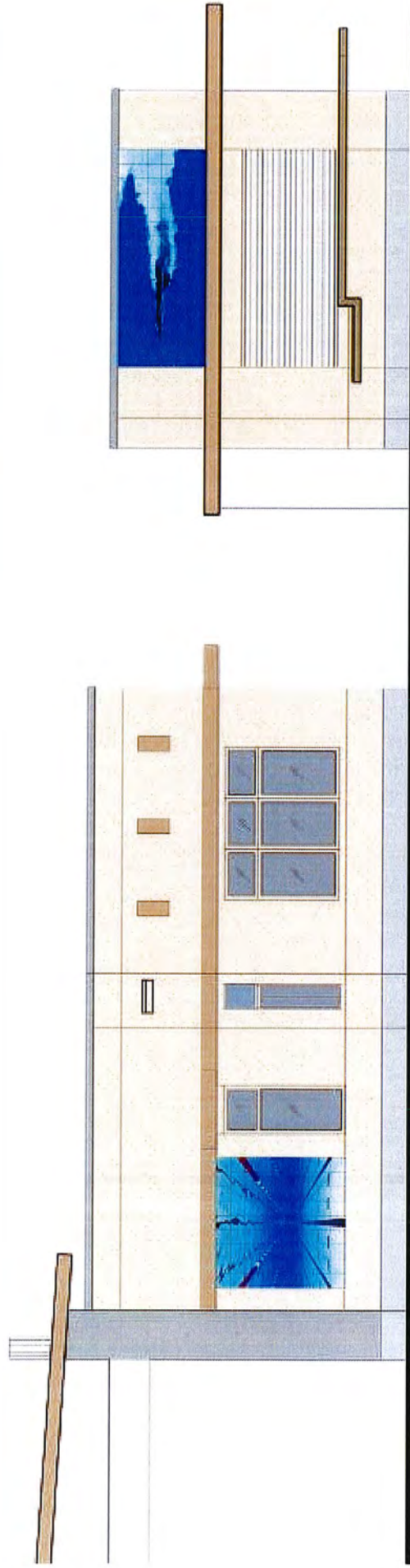


Mural 4 “Butterfly” – 6 feet tall and 3 feet wide.
Composed of 41 hand-glazed ceramic tiles

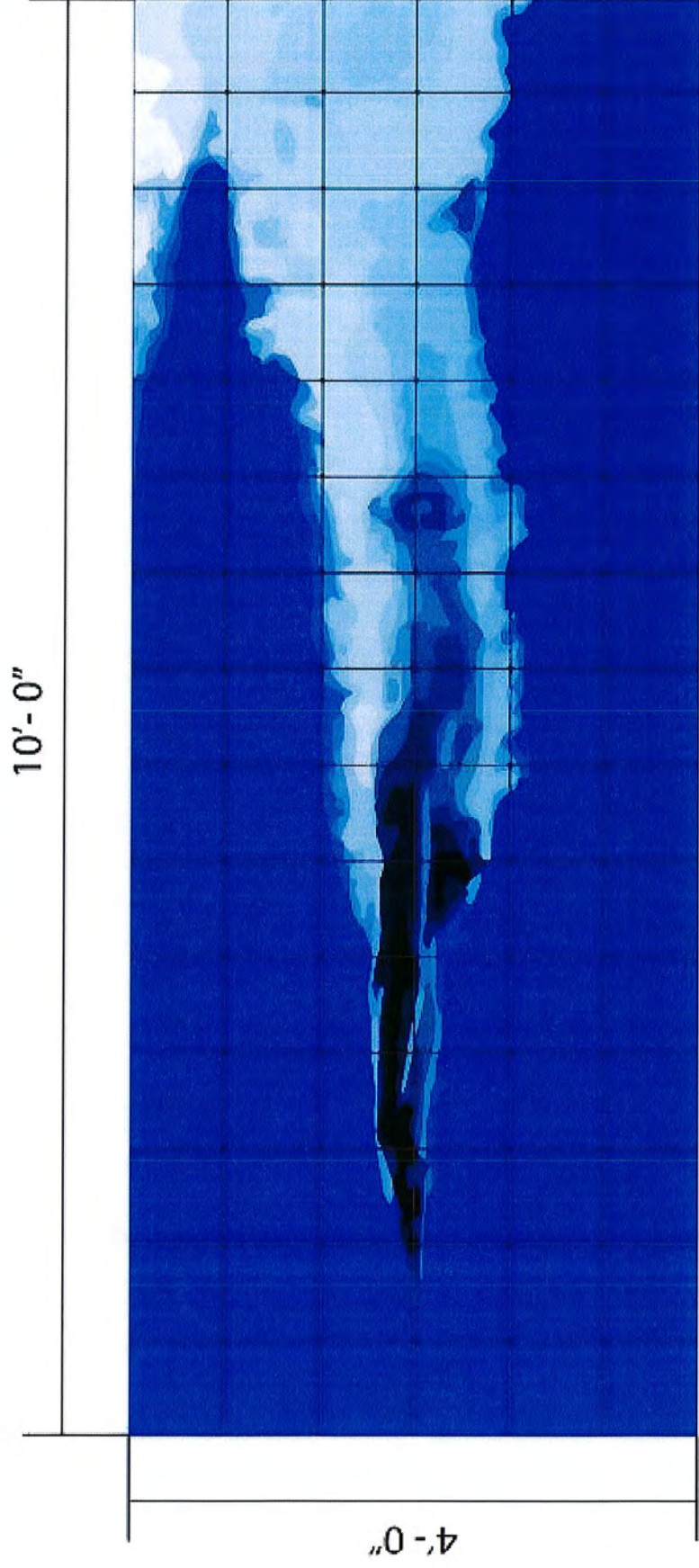


Office and Concession Buildings North

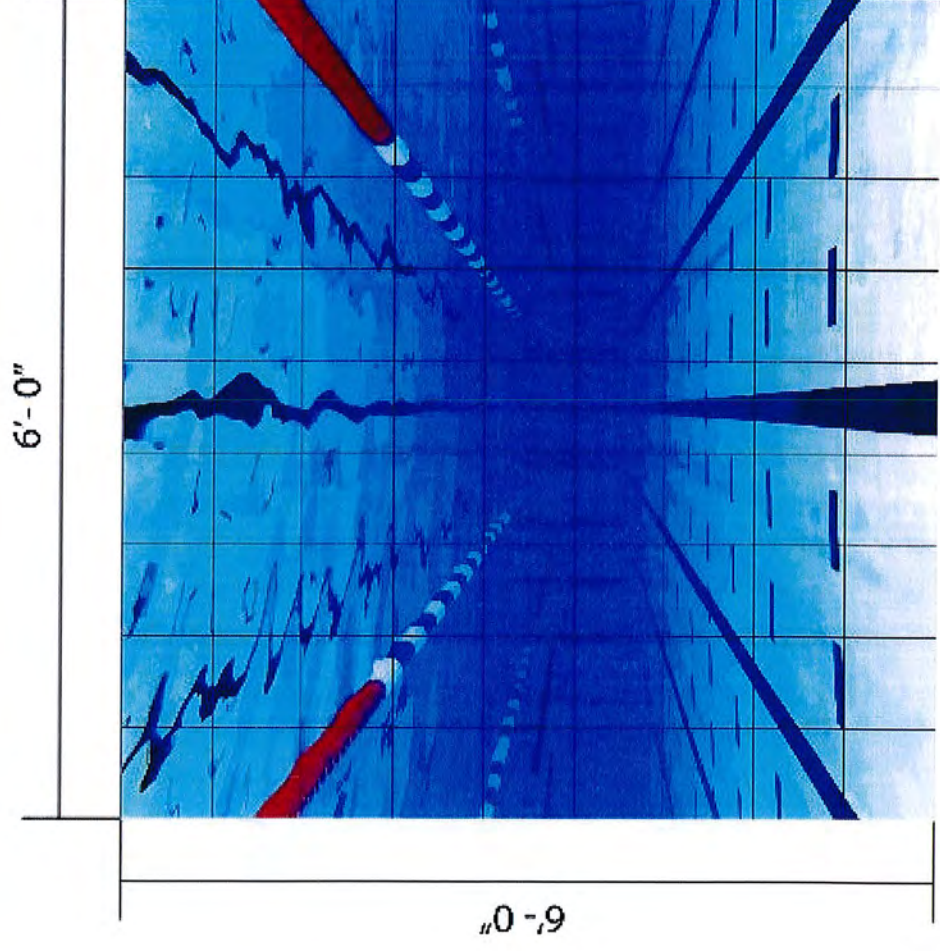
Walls with the two Proposed Murals



Mural 5 "Take-Off" – Concession building North Wall.
10 feet wide and 4 feet tall. Composed of 90 hand-
glazed ceramic tiles



Mural #6 “Winning Lap” – Office building North Wall.
6 feet wide and 6 feet tall. Composed of 81 hand-glazed
ceramic tiles



Concept of Murals

- * The inspiration for these murals are the activities in the center. We wanted to create motivational and fun images that will attract people to swimming
- * They provide a visual inspiration for all age groups
- * With these images, we are promoting a healthy life-style in the Miami Springs community
- * The glazes of the tiles will have a glossy finish and vivid colors that will shine in the sun

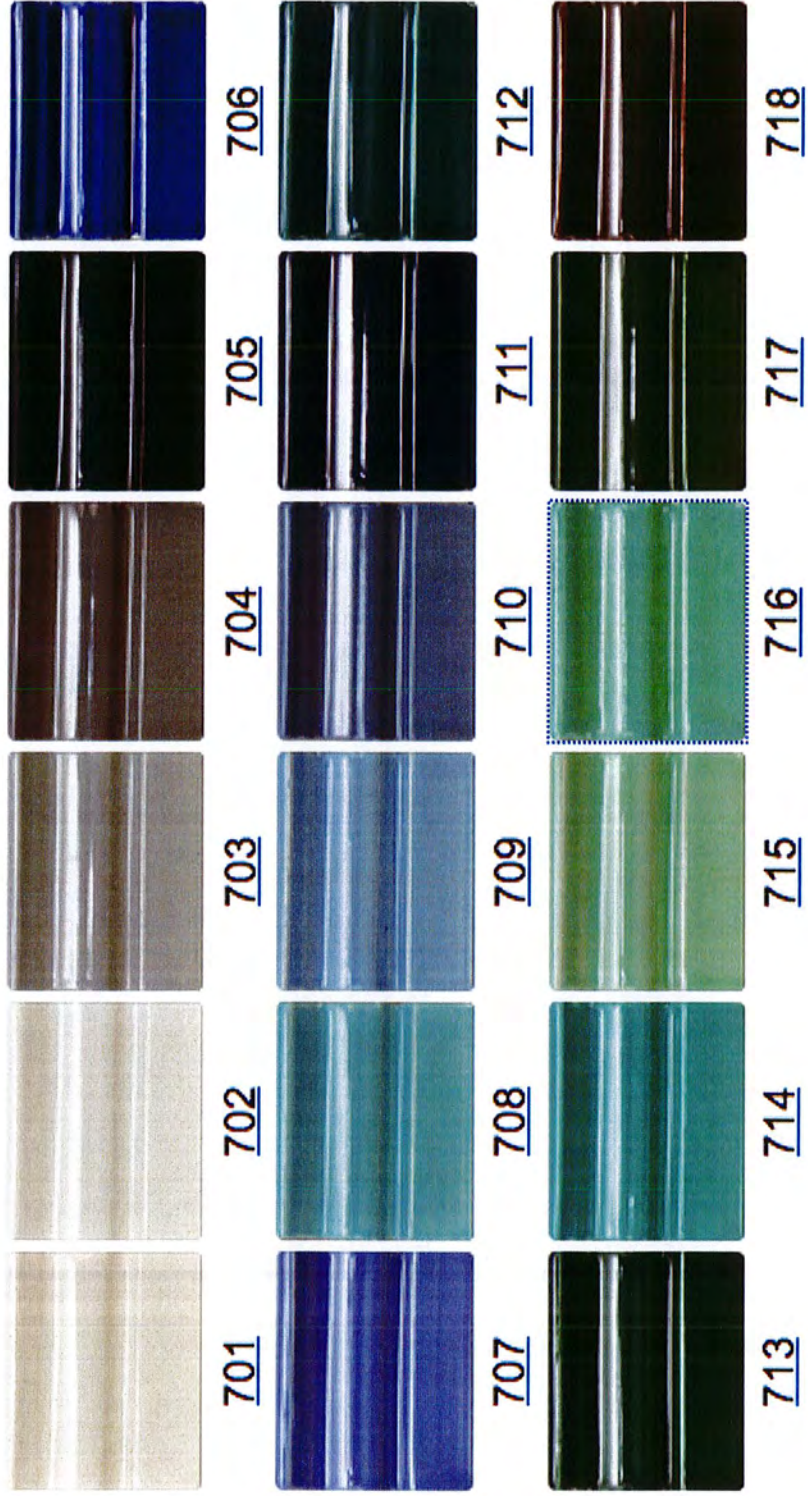
Blank Bisque Tiles 8" x 8" x 1/4" to be used as a
"canvas" for the Ceramic Tile Murals



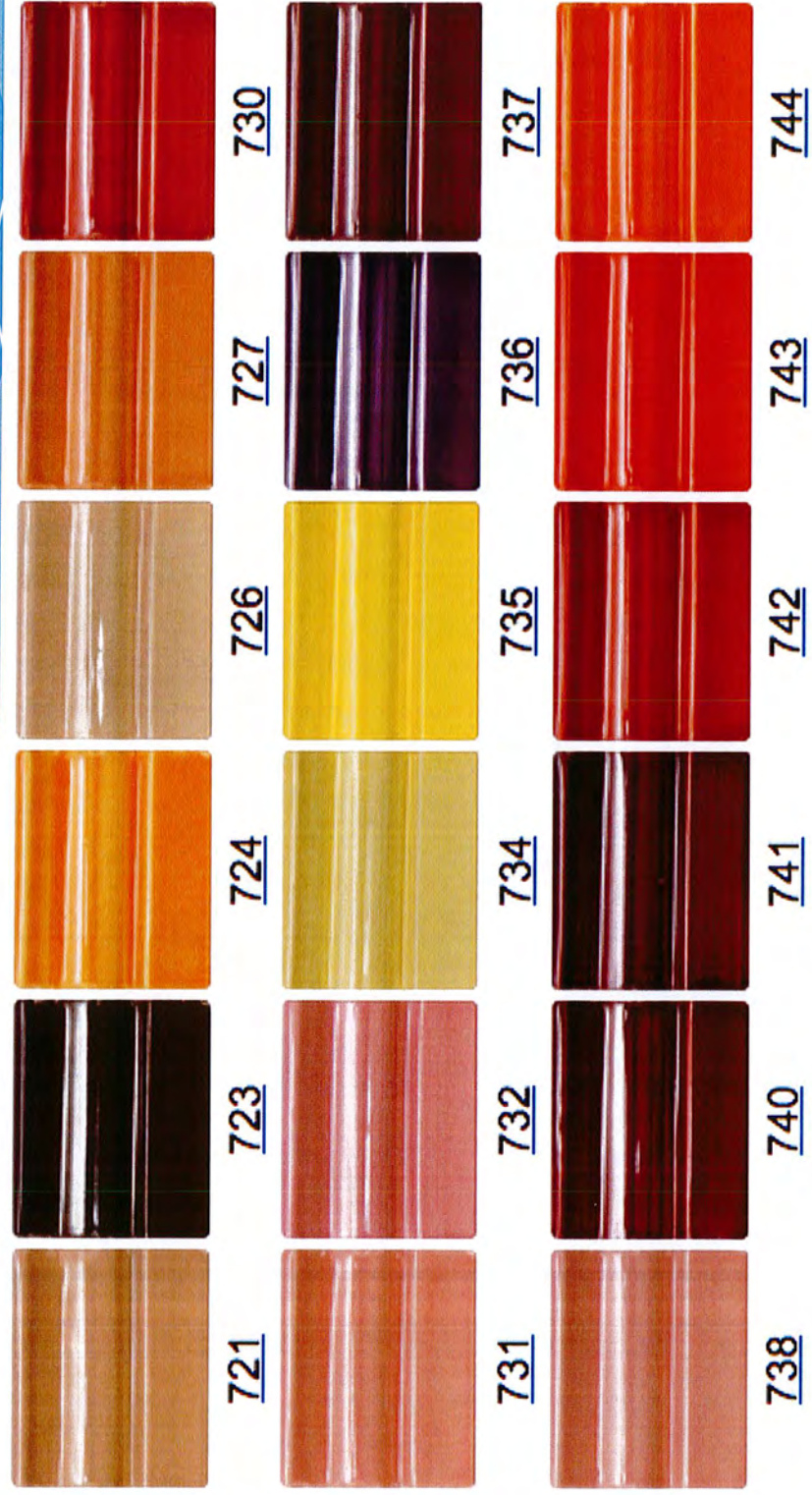
Glossy Glazes with vivid colors and shiny surface will be used to paint the murals



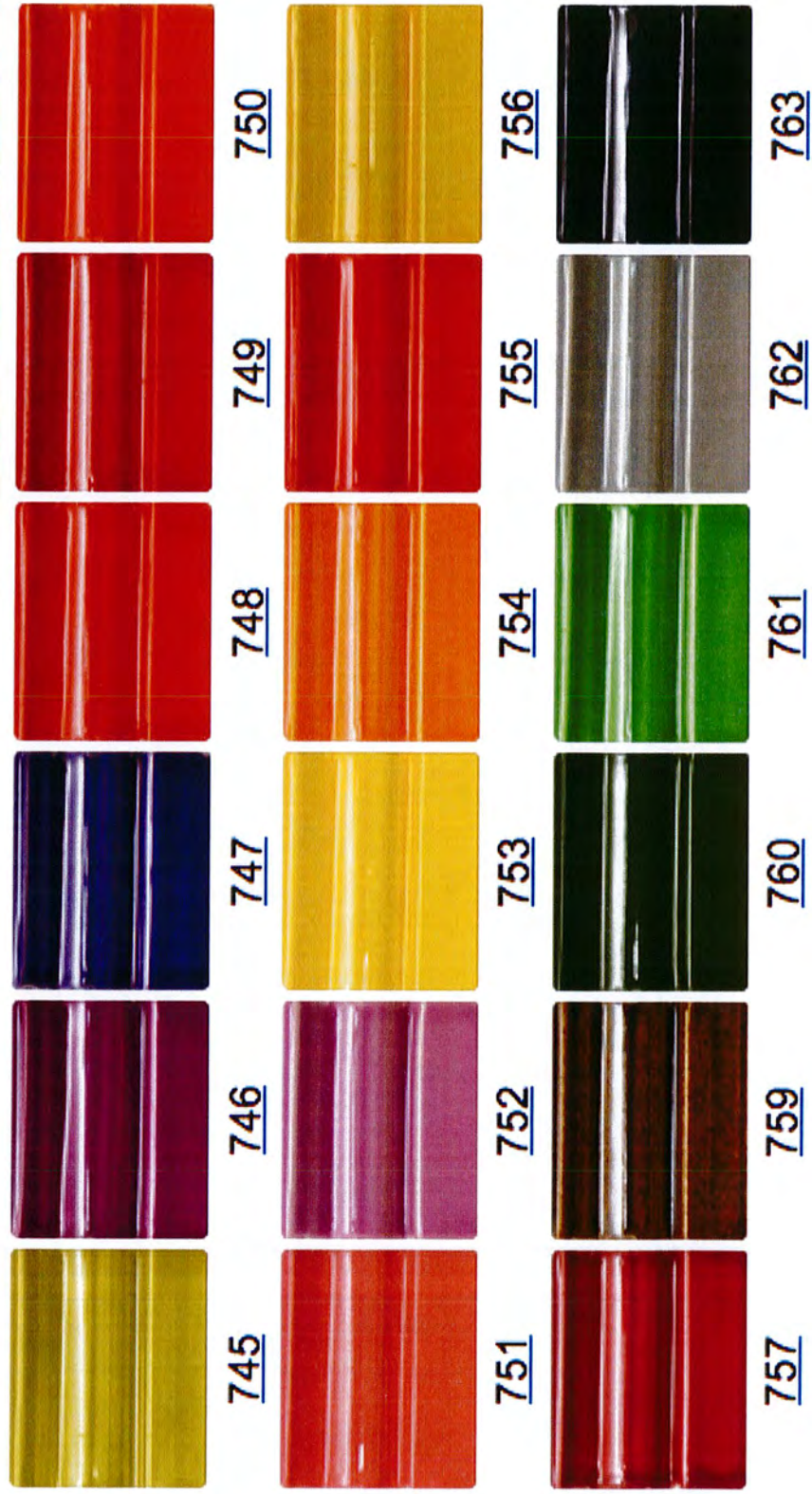
Glazes Palette



Glazes Palette



Glazes Palette



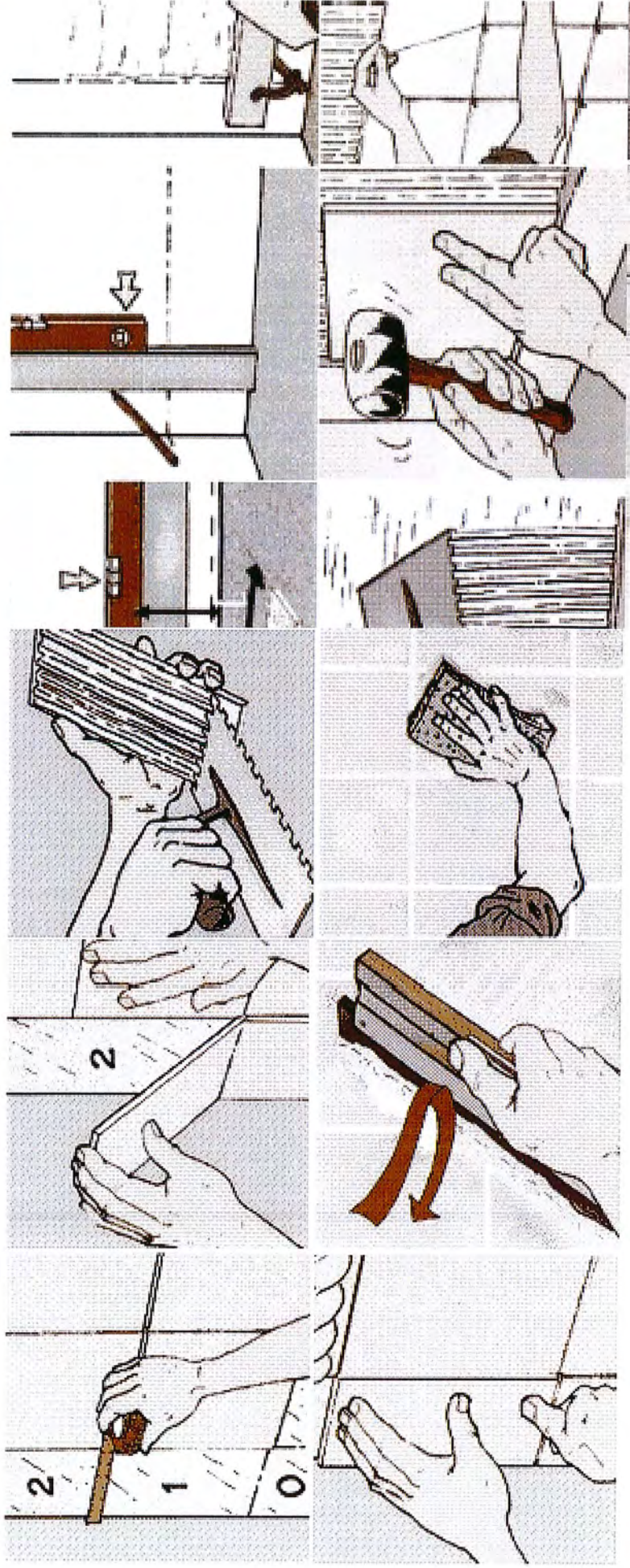
The Murals will be meticulously hand-painted
with 3 layers of each glaze color using small
brushes for the details.



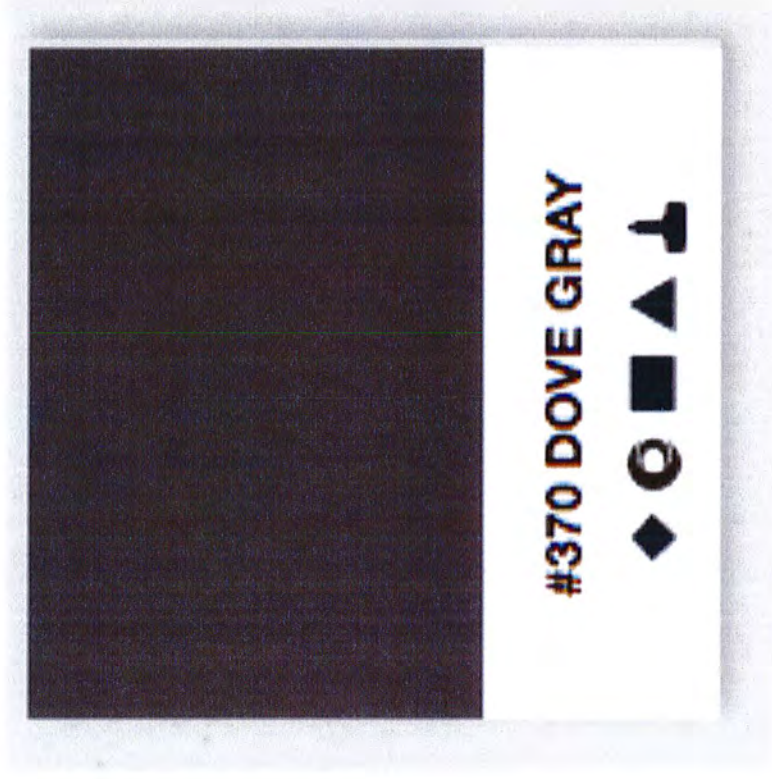
The glazed tiles will be fired in ceramic kilns in our studio. Tiles will be fired to Cone 6 (2232° F degrees)
Each firing cycle takes approximately 2 days



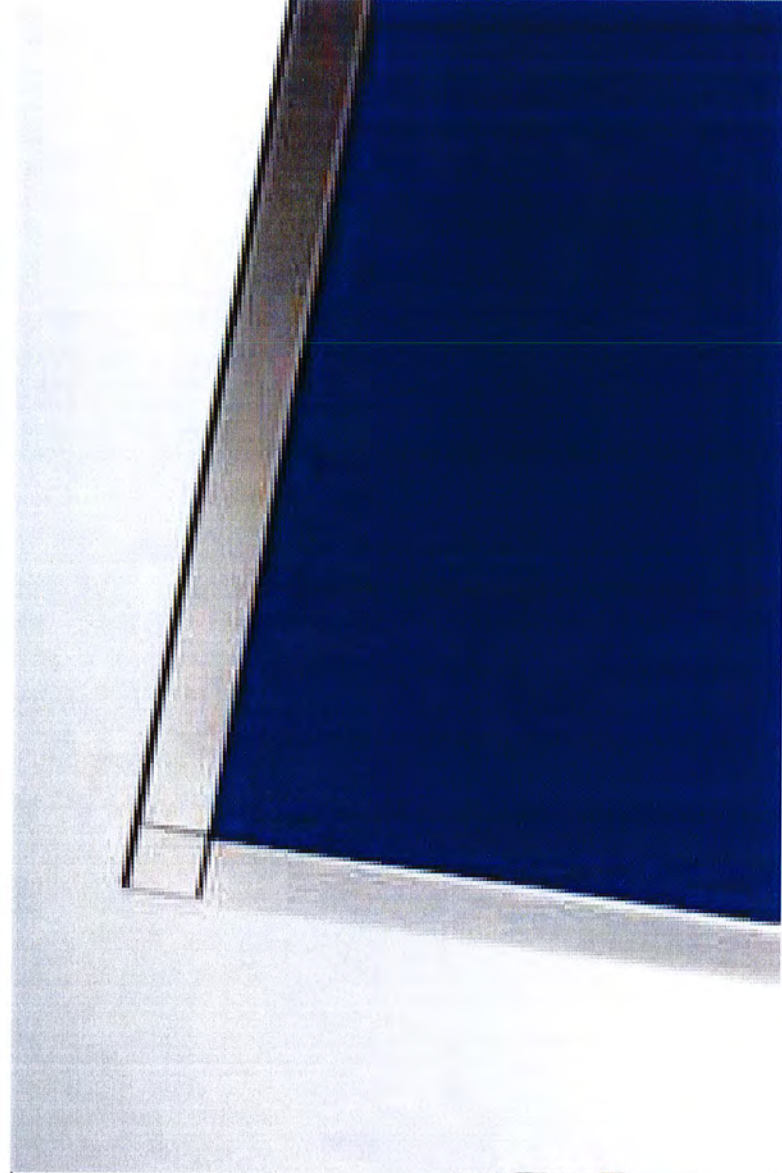
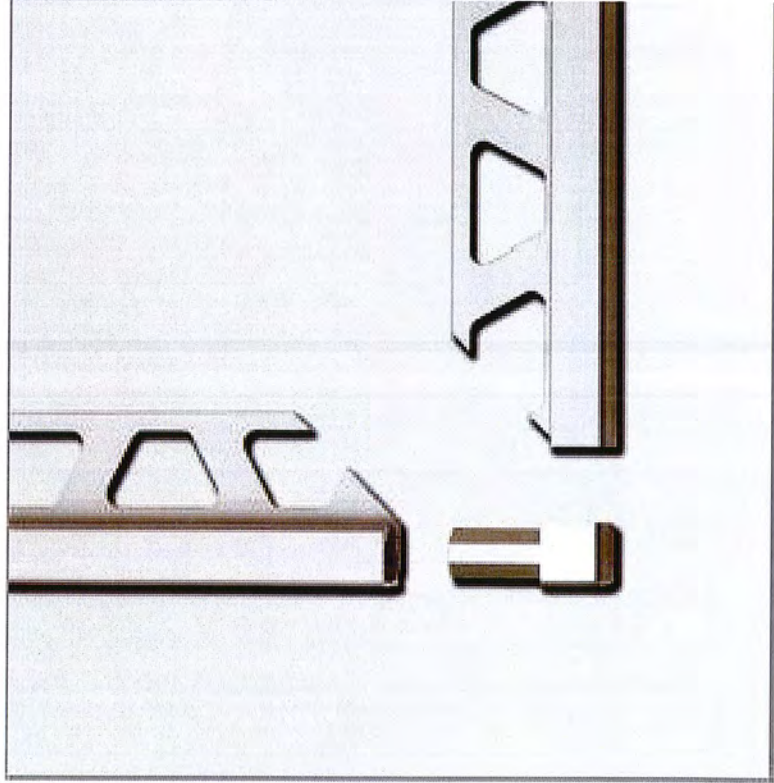
Tile installation will be done by artists or by contractor working under artists' supervision. The tiles will be set in a traditional grid design.



The mural tiles will be separated by 1/16
inch thick grout with “Dove Gray” color



Aluminum Schluter will be installed to frame
each Mural and give it a finished look



Maintenance of Ceramic Tile Murals

- * All materials are durable and rated for outdoor use
- * Require little to no maintenance
- * Clean up can be done with water and mild soap
- * A tile cleaner can be used from time to time
- * Power wash as needed for maintenance in the long term

Itemized Budget

Item	Price
Artist Fee	\$6,320
Entrance Column Art "Aquanaut"	\$2,710
Decorative Fence Panel "Folding Wave"	\$3,375
Decorative Fence Panel "Bubbles"	\$3,375
Decorative Fence Panel "Fluidity"	\$3,375
Decorative Fence Panel "Surf"	\$3,375
Mural 1 "Morning Swim" 12 feet by 6 feet	\$8,190
Mural 2 "Bubble Joy" 10 feet by 6 feet	\$6,815
Mural 3 "Ripples" 6 feet by 3 feet	\$2,070
Mural 4 "Butterfly" 6 feet by 3 feet	\$2,070
Mural 5 "Take-Off" 10 feet by 4 feet	\$4,544
Mural 6 "Winning Lap" 6 feet by 6 feet	\$4,090
Subtotal	\$50,309

Timeline

- * Work can begin immediately upon approval Dec 2015
- * Approved designs are finalized by the end of Jan 2016
- * Work will be substantially completed from Feb to May 2016
- * Completion of the project by the end of May 2016
- * We understand this is a time-sensitive project , and therefore it is critical we abide by this deadline.

Heart Studio



Carlos Augusto Pereira

City of Miami Springs – Aquatic Center Public Art Proposal by artist Carlos Augusto Pereira

ARTIST'S PROPOSAL STATEMENT

“Miami Springs Makes A Splash”

My proposal was conceived to reflect the purpose of this new facility. Aquatic, outdoor, recreational and therapeutic activities – a place that improves the quality of life for Miami Springs residents.

Key words were highlighted during the creative process for this project, determining images, shapes and graphic patterns; Refresh, Renew, Recharge, Release, Flow, Energize, Uplift, Healing, Improving, and Enjoying.

This project creates artwork for the site that will make the visitor's experience memorable, unexpected, inviting, welcoming, playful, and calming; reflecting the aesthetics and uniqueness of the City of Miami Springs. The simple and charming look of the town, and the friendly atmosphere of this diverse community combined with my understanding of this artwork's purpose, play a part in the outcome of this presentation.

The technique and materials to be used were carefully considered to maximize durability, innovation, and outstanding execution. A new approach to stucco application, characteristic of the pueblo-mission style, both smooth and heavily textured. The rounded edges and lines, the geometric patterns, the color palette, and the earth inspired materials were each carefully selected.

I am keenly aware of the positive effect public art has on the viewer, and the responsibility the artist holds in creating that effect. This project allows me to do what I love, with love and good will. It is my sincere desire to serve this community and to continue expanding the vision for the City of Miami Springs that started five years ago with the Miami Springs Community Center project.

Carlos Augusto Pereira

Heart Studio



Carlos Augusto Pereira

**City of Miami Springs – Aquatic Center
Public Art Proposal by artist Carlos Augusto Pereira**

DETAILED PROJECT BUDGET

MURAL Ref.	TOTAL SF²	\$/SF²	SUBTOTAL
1- Column	80ft ²	\$80.00	\$ 6,400.00
2	44 ft ²	\$80.00	\$ 3,520.00
3	32 ft ²	\$80.00	\$ 2,560.00
4	56 ft ²	\$80.00	\$ 3,150.00
5	72 ft ²	\$80.00	\$ 5,760.00
6	56 ft ²	\$80.00	\$ 4,480.00
7	72 ft ²	\$80.00	\$ 5,760.00
8	56 ft ²	\$80.00	\$ 4,480.00
9 and 10	48 ft ²	\$80.00	\$ 3,840.00
11	56 ft ²	\$80.00	\$ 4,480.00
12 or 13	44 ft ²	\$80.00	\$ 3,520.00
14	44 ft ²	\$80.00	\$ 3,520.00
Totals:	660 ft²		\$52,800.00

This quote includes:

Design, wall preparation, supplies, labor and protective finish.



01



02



03 & 04



05a



05c



07a



05b



06



07c



09 & 10



07b



08



12



11



014



AGENDA MEMORANDUM

Meeting Date: 12/14/2015

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

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

From: Tammy Romero, Professional Services Supervisor

Subject: Authorize the execution of an agreement with the State of Florida, DEP, Division of Water Restoration Assistance

RECOMMENDATION:

Recommendation by Finance that Council authorize the execution of an agreement between the State of Florida, Department of Environmental Protection, Division of Water Restoration Assistance, in the amount of \$500,000.00 on a cost reimbursement basis with no match requirement, to conduct a study of the Melrose and Esplanade drainage canal bank erosion problems, design solutions and implement stabilization to remediate embankment collapse and resulting negative impact on flow, roads, trees and vegetation.

DISCUSSION:

A severe erosion problem has been identified in residential areas within Miami Springs where stormwater runoff is channeled and has currently affected approximately one (1) mile of canal embankments fronting homes and roadway. In the past, the City has periodically repaired site specific areas with rip-wrap and ballast rock which has since failed. The City is looking for a more permanent solution to the erosion of the canal banks in these specific areas.

FISCAL IMPACT: None, as this Agreement does not require a match on the part of the City.

Submission Date and Time: 12/4/2015 2:42 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: _____	Dept./ Desc.: <u>Stormwater- Imp. O/T Bldg.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: _____	Account No.: <u>440-3901-539-63-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>0.00</u>
		Current request: \$ <u>500,000.00</u>
		Total vendor amount: \$ <u>500,000.00</u>

DEP AGREEMENT NO. S0848

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF MIAMI SPRINGS, whose address is 201 Westward Drive, Miami Springs, Florida 33166 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Miami Springs Study, Erosion Control, and Stabilization. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until November 30, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015, through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$500,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the

following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

- F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. As stated in the letter dated July 17, 2015, from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within

the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of

Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the*

solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Thomas Montgomery	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2967
E-mail Address:	Thomas.montgomery@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Thomas Nash	
City of Miami Springs	
201 Westward Drive	
Miami Springs, Florida 33166	
Telephone No.:	(305) 805-5170
Fax No.:	(305) 805-5195
E-mail Address:	nasht@miamisprings-fl.gov

18. INSURANCE:

To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the

work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

- A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee.
- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by the Grantee. The minimum limits of liability shall be as follows:
 - \$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
 - \$300,000 Hired and Non-owned Automobile Liability Coverage
- C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carriers.
- D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease

in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at(850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof

27. **SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

28. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF MIAMI SPRINGS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: City Manager

By: _____
Secretary or designee

Date: _____

Date: _____

Thomas Montgomery, DEP Grant Manager

DEP Grants Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000374

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

**ATTACHMENT A
GRANT WORK PLAN**

Project Title: Miami Springs Study, Erosion Control, and Stabilization of Drainage Canals

Project Authority: The City of Miami Springs (Grantee) received funding from the Florida Legislature in the amount of \$500,000 through Specific Appropriation Line Item No. 1662A, Fiscal Year (FY) 2015 – 2016, General Appropriations Act. The Grantee received this funding for the purpose of constructing canal stabilization improvements. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

Project Location: The Project will be located in Miami Springs, Florida, the hydrological unit for this project is 03090202 and the water body identifier is 3290. The latitude and longitude coordinates for this project are 25.82198N and -80.28655W. See Figure 1 for a location map.

Project Background: A severe erosion problem has been identified in residential areas within Miami Springs (Grantee) where stormwater runoff is channeled and has currently affected approximately one (1) mile of canal embankments fronting homes and roadway. In the past, the Grantee has periodically repaired site specific areas with rip-wrap and ballast rock which has since failed. The Grantee is attempting a more permanent solution to the erosion of the canal banks in these specific areas.

Project Description: The Grantee intends to conduct a study of the Melrose and Esplanade drainage canal bank erosion problems, design solutions and implement stabilization to remediate embankment collapse and resulting negative impact on flow, roads, trees and vegetation.

Tasks and Deliverables:

Task: Canal Stabilization Improvements

Task Description: The Grantee will construct canal stabilization improvements in accordance with the final design(s) and all permits.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable: 1) signed acceptance of the completed work by the Grantee, 2) Engineer's Application and Certification for Payment, 3) Dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly on the 15th day of the month.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each monthly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that monthly submittal period under this task.

Engineer's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Project Timeline: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Canal Stabilization Improvements	7/1/2015	11/30/2016	11/30/2016

Budget Detail By Task:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$500,000
	Total for Task:	\$500,000

Project Budget Summary: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$500,000
Contractual Services Total	\$500,000
Total:	\$500,000

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____
Mailing Address: _____

Grantee's Grant Manager: _____

DEP Agreement No.: **S0848**
Date Of Request: _____

Payment Request No.: _____

Task/Deliverable Amount Requested: \$ _____

Performance Period: _____
Task/Deliverable No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Fringe Benefits	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Travel (if authorized)	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Subcontracting:			\$ N/A	\$ N/A
Contractual	\$	\$	\$ N/A	\$ N/A
Equipment Purchases	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Supplies/Other Expenses	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Land	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Indirect	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTAL AMOUNT	\$	\$	\$ N/A	\$ N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$ N/A	
Less Total Cumulative Payment Requests of:	\$		\$ N/A	
TOTAL REMAINING IN TASK	\$		\$ N/A	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0848		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0848 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	\$500,000	140047

Total Award					\$500,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



AGENDA MEMORANDUM

Meeting Date: 12/14/2015

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

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

From: Tammy Romero, Professional Services Supervisor

Subject: External Auditor Contract option

RECOMMENDATION:

Recommendation by Finance that Council approve exercising our second option year of the contract with Albarni, Caballero & Fierman, LLP, in the amount of \$34,000.00, for external auditing services as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract awarded under the City's RFP#02-12/13.

DISCUSSION:

The administration is requesting Council's approval to exercise a one year option as stipulated in our contract with Albarni, Caballero & Fierman, LLP which was approved by Council in April 2013. This option will cover the audit for the fiscal year ended September 30, 2015.

Spent in FY14/15: \$ 33,000.00

FISCAL IMPACT: None as amount will not exceed \$34,000.00, which was budgeted for FY15/16.

Submission Date and Time: 12/10/2015 10:49 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: <i>[Signature]</i>	Dept./ Desc.: <u>Finance- Prof. Services Contractor</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <i>[Signature]</i>	Account No.: <u>001-0501-513-32-00</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ <u>0.00</u>
		Current request: \$ <u>34,000.00</u>
		Total vendor amount: \$ <u>34,000.00</u>



AGENDA MEMORANDUM

Meeting Date: December 14th, 2015

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

Via: Ron Gorland, City Manager

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

Subject:

Recommendation: That the Honorable Mayor and City Council approve the Miami Springs Police Department entering into a Mutual Aid Agreement (attached, reviewed and approved by the City Attorney for legal sufficiency) to participate in the South Florida Money Laundering Strike Force.

Discussion/Analysis: This is a Multi Agency Task Force headed by the Miami-Dade State Attorney's dedicated to the intensive investigation, preventative and general law enforcement efforts primarily with regard to the investigation of illegal money laundering and drug trafficking operations and related crimes and in efforts to dismantle and disrupt the organizations committing such violations.

Fiscal Impact (If applicable): N/A

Submission Date and Time: 12/7/2015 9:02 AM

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

Voluntary Cooperation Mutual Aid Agreement



September 2015-2018

**SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT
(September 2015)**

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional Strike Force (hereinafter referred to as the Strike Force) intended to combat illegal money laundering, drug trafficking and other drug law violations, and related criminal violations and to disrupt organizations engaging in such activity through coordinated and long-term investigative, forfeiture, and prosecution efforts; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, forfeiture, and regulatory actions against identified violators, as appropriate; and

WHEREAS, the participating agencies desire to utilize the Strike Force as the sole method of facilitating state and local money laundering investigations that are not otherwise part of a joint federally-directed effort within their respective jurisdictions; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge and recognize that they have been operating under the existing agreement and modifications thereto, that the agreement has continued in full force and effect, and express their present intent to renew and refine the original agreement and subsequent renewals thereof in order to better reflect the continued and present focus of the efforts of the agencies in this Strike Force;

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Miami-Dade State Attorney's Office (SAO) to implement within the jurisdictional and other limits as noted herein the Money Laundering Strike Force for the purposes and goals indicated.

Parties To This Agreement:

- | | |
|---|---|
| --The City of Coral Gables Police Department, | --The City of North Miami Police Department, |
| --The Town of Surfside Police Department, | --The City of Miami Police Department |
| --The City of Doral Police Department, | --The Village of Indian Creek Police Department |
| --The Office of the State Attorney of the Eleventh
Judicial Circuit of Florida | --The City of Miami Shores Police Department, |
| --The City of Miami Gardens Police Department | --The Town of Golden Beach Police Department |
| | --The Miami Dade County School Board Police |

A party other than those listed on page one may, at the request of the SAO and with the approval of the Strike Force Steering Committee, enter into this Agreement as evidenced by its signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the Executive Director of the South Florida Money Laundering Strike Force (Strike Force Director), who shall immediately notify other participating parties of the cancellation.

NATURE OF LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY COOPERATION TO BE RENDERED:

1. The Strike Force is to effect dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to the investigation of illegal money laundering and drug trafficking operations and related crimes, and in efforts to dismantle and disrupt the organizations committing such violations. The principal goal of the Strike Force shall be the coordinated investigation of, and successful prosecution of perpetrators of such crimes, with particular emphasis on efforts designed to identify and dismantle organized criminal enterprises. Such efforts shall include, but are not limited to, undercover operations designed to detect illegal activity and to identify those involved in such activity including those directing or otherwise controlling such activity, interception of communications related to such activity as may be authorized by law, the arrest and prosecution of those involved (utilizing state and federal or other prosecutions, as appropriate); the seizure and forfeiture of assets of those engaged in such activity or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate); the prosecution of regulatory and civil actions designed to end such criminal activity, as appropriate; and the referral of investigative leads and intelligence to such other federal, state, foreign or local law enforcement authorities as may be required and appropriate under the Strike Force's operations. In recognition that such efforts transcend jurisdiction limits, it is the intent of this voluntary cooperation agreement to assure the continued functioning of law enforcement in areas where such limits might otherwise thwart major law enforcement efforts.
2. The Parties to this Agreement are contributing personnel and resources in support of the Strike Force efforts, with the operations of the Strike Force being coordinated by the SAO and other Strike Force members. No agency will participate in the Strike Force unless it provides resource contributions and operates within the operational parameters related to Strike Force efforts as required of it by the Steering Committee or the SAO.
3. Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency. Nothing herein shall otherwise limit the ability of participating Strike Force members to provide, as provided by or allowed by law, such assistance in any enforcement action unrelated to Strike Force operations as may be lawfully requested by a law enforcement officer having jurisdiction over any such incident, crime or matter under consideration. However, extension of jurisdiction under the authority of this Agreement shall occur only as provided below.

EXTENSION OF PARTICIPANTS' JURISDICTION; COMMAND AND SUPERVISORY RESPONSIBILITY; STEERING COMMITTEE; NOTIFICATION REQUIREMENTS

1. The principal sites of Strike Force activity are Miami-Dade County, Broward County and Monroe County but Strike Force activities may occur elsewhere within the State of Florida consistent with the purpose and terms of this Agreement. As provided by Section 23.127(1), Florida Statutes, a Strike Force member engaged in an authorized Strike Force operation outside the member's jurisdiction but inside the State of Florida that is pursuant to, and consistent with, the purpose and terms of this Agreement shall have the same powers, duties, rights, privileges, and immunities under the laws of the State of Florida as if the member was performing duties inside the member's jurisdiction as provided by the "Florida Mutual Aid Act" and this Agreement.

2. Whenever Strike Force activities outside of Miami-Dade County, Broward County or Monroe County have resulted in an arrest or seizure of property, the Sheriff of the County or the Chief of Police of the municipality in which such activities have occurred shall be notified of the Strike Force's actions within the sheriff's or chief's jurisdiction.
3. Members of the Strike Force operating outside their normal jurisdictions recognize that their extra-territorial powers and authority are, unless otherwise supported by law, derived by and through this Agreement. Activities shall be considered authorized and under the authority of this Agreement when the activities have been approved and are under the overall direction of the Deputy Director, Deputy Commander or command designee assigned to the Strike Force. No extension of jurisdiction or authority is granted solely by reason of this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to Strike Force operations, or have been encountered directly incident to an approved and supervised Strike Force operation.
4. a. A participating agency can work other money laundering investigations outside investigations handled under this agreement and through the Strike Force only upon approval by the Steering Committee. Absent such specific approval, all participating agencies agree to utilize the Strike Force as the exclusive means to engage in state or local investigations of all money laundering cases conducted by their agency personnel other than investigations conducted as part of a federally-directed joint operation. Notwithstanding this provision, an agency encountering money-laundering incidental to another investigation may initially continue its investigative efforts until such time as the Strike Force accepts the investigation or approval for the agency to work the case outside the Strike Force is granted. If the Strike Force Steering Committee declines to include a particular state or local money laundering investigation within its operations, a Strike Force participating agency will be free to independently pursue the investigation within the parameters of law. Any such independent investigation will be outside the scope of the Agreement and will not benefit from the extension of jurisdiction conferred by this agreement. All money laundering investigative efforts incidental to another investigation conducted by an agency prior to acceptance of the money laundering investigation by the Strike Force are outside the scope of this Agreement and will not benefit from the extension of jurisdiction conferred by this agreement. In the event that an agency's participation in a "federally directed joint money laundering operation" could reasonably be construed as conflicting with a Strike Force investigation, the participating agency must promptly notify the Strike Force Director and the Steering Committee. The Chair of the Strike Force will convene a Steering Committee meeting as soon practical to discuss the conflict and the appropriate resolution.

b. Any Strike Force participating agency that becomes aware of an investigation in violation of the limits imposed by this clause shall immediately report it to the Chair of the Strike Force Steering Committee. The Chair shall bring the matter to the attention of the Strike Force Steering Committee as soon as practical. Violation of the commitment under this clause may result in sanctions against the violating agency, which may include, but are not limited to, permanent reduction in the offending agency's share of forfeiture proceeds obtained from Strike Force efforts or suspension or dismissal from the Strike Force.
5. The Steering Committee consists of command level representatives from the signatory agencies to this agreement. The Steering Committee shall have plenary supervisory authority over Strike Force planning and direction. The Steering Committee shall assure that the Strike Force remains dedicated to its mission and primary goal of dismantling

organized money laundering organizations operating within Florida. The Strike Force Steering Committee will meet quarterly or as otherwise required to maintain an ongoing and active oversight role. The Steering Committee shall select a Chairman and Vice-Chairman from the signatory agencies. The Chairman shall serve one year. The Vice-Chairman shall assume the Chair upon the expiration of the term of the current Chairman. The Steering Committee shall select a new Vice-Chairman whenever the position becomes vacant.

6. The Strike Force Director will provide quarterly reviews to the Steering Committee and the SAO reporting Strike Force investigative, intelligence and forfeiture activity. The Steering Committee shall periodically, no less than twice yearly, assure that its meeting includes as the main agenda item a review the objectives and accomplishments of the Strike Force, a review of the success of the Strike Force in meeting its primary goal of dismantling organized money laundering organizations within Florida, and shall issue directives and cause such changes as may be necessary to assure the Strike Force efforts remain productive and focused on the Strike Force's primary missions.
7. Each participating agency shall contribute personnel and resources to the Strike Force in such numbers as are agreed to by the participating agency and the Strike Force Steering Committee. Participating agencies shall assign personnel to the Strike Force based upon their investigative experience and the operational needs of the Strike Force. Final acceptance of personnel assigned to the Strike Force shall rest with the Strike Force Director.
8. The Steering Committee shall regularly receive performance reports to review whether resource contributions of participating agencies and funding are adequate to assure Strike Force efforts are effective. The Steering Committee will also review and approve the Strike Force's annual operational budget and administrative expenses and financial status report.
9. Actual law enforcement operations of the Strike Force will be supervised and directed by sworn law enforcement officers of the Strike Force agreed upon by the Strike Force Director to serve in an overall supervisory role. The Strike Force second-in-command should be the rank of Major or the operational equivalent to that rank. No person shall serve as second-in-command who is not a full-time, certified officer with his or her employing entity. The Strike Force Director may designate a team leader for specific field operations. The team leader may be any sworn member of a signatory agency to this agreement. Each Strike Force member participating in a Strike Force operation shall follow and adhere to, and is presumed to be following and adhering to, the supervision and direction given by the designated supervisor of the operation. If at any time the Deputy Director, Deputy Commander or designated team leader determines that the Strike Force operation should be terminated, all actions related to said operation as authorized by this Agreement are to be promptly terminated in a manner assuring the safety of all involved law enforcement officers. However, Strike Force-assigned officers or agents who are within their normal territorial jurisdiction(s) may, acting unilaterally as officers or agents of their employing agency, engage in continued investigative or enforcement actions as authorized by their agency supervisor(s). Any such actions shall not be considered the operations of the Strike Force and shall not fall within the privileges and obligations of this Agreement. Nothing in this paragraph shall modify or relax the restrictions against unilateral money laundering investigations by Strike Force participating agencies as addressed in Paragraph 4 herein.

10. Upon any termination of Strike Force operations, the supervisor shall document the circumstances of the termination, including whether there appears to have been an agency's unilateral continuation of investigative or enforcement activity, and the Strike Force shall retain the documentation. The Strike Force and its member agencies are not responsible for the actions of any participating agency or its officers or agents conducted after the Strike Force operation has been terminated or otherwise performed outside the scope of this Agreement.
11. The Strike Force shall maintain a listing of Strike Force personnel serving as supervisors or designated supervisors. Documentation shall be maintained by the Strike Force that will reflect the involvement of sworn members in each Strike Force operation or investigative activity and the assigned supervisor or designated leader for each such operation or activity. No member of the Strike Force shall engage in Strike Force related activities that are unauthorized, unreported or otherwise unknown to the assigned Strike Force supervisor or designated leader and which are not documented as provided herein.
12. Any officer or agent participating in Strike Force operations shall promptly report to any Strike Force supervisor any suspected unauthorized, unreported, undocumented, or unsupervised investigative or enforcement activity of Strike Force personnel.
13. Any agency head of a party to this Agreement may request that a particular agency's member of the Strike Force no longer be allowed to participate in the Strike Force. Upon receiving the request, the Strike Force Director shall temporarily suspend the member's active participation in Strike Force efforts. At its next meeting, the Steering Committee shall determine whether the request should be honored on a permanent basis. Upon receipt from the Steering Committee of a request to no longer allow a particular agency member's participation in the Strike Force, the employing Agency shall promptly terminate the member's participation in the Strike Force. Absent an objection by any other Party to this Agreement, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the Strike Force. If a Party objects to any such action, the Steering Committee shall determine whether the action may proceed or be maintained.
14. If a conflict arises between an order or direction provided by the assigned supervisor or designated leader and a Strike Force member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the supervisor or leader when circumstances safely allow a concern to be raised. The supervisor or team leader, in conjunction with available members of the governing board as may be necessary, shall attempt to resolve the conflict in a manner to allow the Strike Force operation to continue appropriately. No officer or agent shall be required to knowingly violate the policy of his or her employing agency while participating in Strike Force operations.
15. The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the Strike Force when engaged in Strike Force operations, provided that all such guidelines, policies and procedures are consistent with Florida law and Florida or federal forfeiture guidelines and the terms of this Agreement. However, Strike Force members' jurisdiction as provided under this Agreement may not be altered by any such written attachment. In the absence of a written memoranda of understanding or attachments, the policies and procedures to be utilized by Strike Force members shall be clearly identified by the Strike Force supervisor, or if a supervisor is

unavailable, by a Strike Force team leader as designated by the supervisor. Written guidelines, policies, or procedures adopted for use by the Strike Force as provided herein may not be waived or abandoned by Strike Force supervisors or participants. However, when engaged in Strike Force operations no Strike Force member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, or be required to fail to abide by restrictions or limitations as may be imposed by law, or the member's employing Agency's rules, standards, or policies.

PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE

Officers assigned to Strike Force operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by the SAO and one or more Strike Force member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Strike Force which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

USE AND DISTRIBUTION OF SEIZED FUNDS AND PROPERTY; STRIKE FORCE ADMINISTRATIVE EXPENSES:

1. The Parties to this Agreement recognize that law enforcement is the principal objective of all asset forfeiture and that, as mandated by Section 932.704(11)(a), Florida Statutes, as enacted by Chapter 95-265, Laws of Florida, the Strike Force's operations and each Party's use of property, currency, or proceeds received by reason of state forfeiture actions are to conform with "Florida's Forfeiture Guidelines" as developed and adopted by the Florida Department of Law Enforcement, the Florida Sheriff's Association, and the Florida Police Chiefs Association, a copy of which are incorporated herein as Attachment C. In the case of federal forfeitures, applicable federal guidelines apply.
2. All Parties recognize that they are to avoid the appearance of impropriety in the acquisition, sale, retention or transfer of any forfeited property, currency or proceeds derived from such forfeiture, and that forfeiture funds may not be used to meet normal law enforcement agency operating expenses of each Party unless otherwise provided by Florida law.
3. All participating parties acknowledge that the Strike Force has no independent spending authority and is not empowered to encumber, grant, donate, or expend funds independently. Authorizations for expenditures must be consistent with law and authority granted to participating agencies and in support of the mission of the Strike Force and in accordance with the approved budget. A participating Strike Force agency shall function as the administrative agent for Strike Force operational expenditures. The City of Coral Gables Police Department as empowered by the City of Coral Gables is currently responsible for handling the administrative and support expenses incurred by the Strike Force in its operations and is acting as the Strike Force's current administrative agent. If properly authorized by law and the party's governing body, any other party to this Agreement may be authorized by the Steering Committee to assume the role of Administrative Party.
4. Parties acknowledge that the Strike Force is not a permanent operation and could be terminated at any time. Accordingly, the Strike Force shall avoid long-term commitments via leases or rental agreements unless such agreements reasonably provide for cancellation

prior to their scheduled expiration dates. The Strike Force shall endeavor to limit administrative expenses as much as reasonably possible, in order to maximize the flow of forfeiture proceeds to the individual participating agencies. Administrative expenses for which expenditure may be authorized may include, but are not limited to, expenses incurred in the storage of seized funds pending forfeiture, expenditures for rent of Strike Force facilities, rental of vehicles utilized in Strike Force investigative activity, providing phones, desks, office supplies and equipment in support of Strike Force operations, plaques and other recognition awards for exiting members, food and refreshments for Strike Force meetings and the payment of the salaries of a limited number of Strike Force administrative and operational support personnel. Use of Strike Force resources to provide "percs" or benefits beyond that which personnel assigned to the Strike Force would not otherwise be entitled or provided by the employing agency of the personnel is expressly prohibited. Use of Strike Force phones, accounts, equipment, vehicles, or other resources for other than incidental personal purposes is prohibited.

5. Administrative expenses do not include the salaries or overtime compensation, in excess of 64 hours per month, of officers, agents, analysts, or other employees of Party agencies assigned to the Strike Force, or the purchase of regular or special equipment or resources by a Party agency that may be or are utilized in support of Strike Force operations. Compensation for such costs is the sole responsibility of the employing agency, and may, if authorized by law and applicable forfeiture guidelines, be paid from forfeiture funds received by the agency.
6. Anticipated administrative expenses for an administrative agent (currently the Coral Gables Police Department) during a budget year are to be identified by the administrative agent as a Strike Force operational budget item, and are to be approved for reimbursement by the Steering Committee in the Strike Force operational budget for the fiscal year. The Steering Committee may approve all or a portion of the proposed administrative expenses. Once approved, the administrative expenses may be reimbursed to the administrative agent in the manner noted below. The administrative agent is not obligated to expend resources in administrative support of the Strike Force if the Steering Committee does not approve the expenses for reimbursement via the budget process. All Parties acknowledge that the Strike Force itself has no authority to independently authorize the expenditure of seized or forfeited funds, or to make grants from such funds to others. As a result, reimbursement to the Administrative agent (currently the Coral Gables Police Department) for its administrative expenditures shall be done by a voluntary deferral of each Party's equitable share of forfeiture funds otherwise due to it in the manner set forth below.
7. Florida and Federal forfeiture laws allow multiple agencies participating in the seizure and forfeiture of property to equitably proportion the distribution of such property upon successful conclusion of the forfeiture. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Strike Force unless an alternate distribution allocation among the Parties has been agreed to.
8. Participating agencies agree that each agency should contribute a fair share toward the annual administrative costs of the Strike Force. Such contributions will be effected by deferring portions of forfeiture proceeds an Agency would otherwise be entitled to receive to the benefit of the agency operating as administrative agent to cover the proportionate share of the administrative expenses as noted herein. Such deferrals are to fairly and appropriately reimburse, not enrich, the administrative agent agency. To reasonably address the additional expenses incurred by the administrative agent for the administrative

and support expense role described herein and approved by the Steering Committee in its operational budget, the other Parties agree that their respective proportionate share in the distribution of forfeited funds will be reduced as approved by the Steering Committee in such manner and amount to effect an increase in the share of forfeitures received by the administrative agent (currently, the Coral Gables Police Department) for the extra administrative expenses so incurred.

9. All Parties have an equitable ownership in the funds seized for forfeiture and interest earned on those funds pending perfection of ownership via final order of forfeiture. However, to further address the additional expenses incurred by the Administrative agent for the administrative and support expense role described herein and approved by the Steering Committee in its operational budget, the Parties have agreed that all interest earned yearly on funds seized and pending forfeiture up to a maximum amount set by the Steering Committee at the time the yearly budget is approved shall be distributed to the Administrative agent upon final order of forfeiture in a manner consistent with this Agreement and law, with such funds to be applied to the approved administrative and support expenses. Any interest earned yearly in excess of the maximum amount set by the Steering Committee shall be included in the funds to be equitably distributed among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Strike Force unless an alternate distribution allocation among the Parties has been agreed to.
10. The Steering Committee may approve on a case-by-case basis the adjustment of one or more distributions of forfeiture funds to Strike Force participating agencies to specifically increase a Party's share of forfeiture distribution funds for an unusual or substantial expense incurred by the Party directly associated with its participation in Strike Force activities. In order for such reimbursement to occur, the expenses must have a substantial nexus with the Strike Force's operations and mission. The Strike Force members acknowledge they have no independent authority by reason of this Agreement to disburse funds other than as authorized by law and as approved by each party's governing entity.
11. Each participating agency is solely responsible for assuring its use of distributed forfeiture funds is in compliance with state law and mandatory state and federal forfeiture guidelines. By continued participation in the Strike Force, each participating agency warrants it is operating in compliance with state law and mandatory guidelines. The Steering Committee shall assure regular training of Strike Force officers and agents as required by the State Guidelines occurs and is documented. Upon request of the SAO, a participating agency will provide documentation or certification demonstrating such compliance. Any participating agency found not to be operating within applicable forfeiture law and guidelines shall be suspended from Strike Force participation and forfeiture fund distribution until such time as the Agency demonstrates it is in compliance with law and guidelines.
12. The Parties to this Agreement acknowledge that under federal guidelines, funds derived from federal forfeitures are not to be commingled with funds derived from state forfeitures, and are to be maintained in a separate trust fund account, to be expended only in a manner as allowed by applicable federal guidelines. All Parties agree to file in a timely fashion all reports or accountings of receipts or expenditures of forfeiture funds as are required by state or federal law or applicable guidelines.

PROPERTY SEIZURE AND FORFEITURE CONSIDERATIONS:

1. No funds or other property seized by Strike Force operations are to be utilized by any Strike Force agency prior to successful forfeiture or until title or interest in the funds otherwise lawfully vests in one or more Strike Force agencies. Forfeiture actions based upon seizures made by the Strike Force may be pursued in either state or federal actions. Actions shall be based upon current statutory and case law, and shall be consistent with applicable state or federal forfeiture guidelines. The Parties agree that the Office of the State Attorney of the Eleventh Judicial Circuit, through its attorneys, will be primarily responsible under this Agreement for pursuing all Strike Force forfeiture actions on behalf of all of the Parties in state court in Miami-Dade County and through out the State of Florida. The Office of the United States Attorney, Southern District of Florida, will be primarily responsible for federal forfeiture actions. However, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters and as authorized by the Steering Committee and agreed to by the above-noted primary entities responsible for forfeiture litigation.
2. Any Party to this Agreement or any prosecutor handling the criminal prosecution of Strike Force cases may request copies of forfeiture complaints and pleadings filed by reason of Strike Force seizures and such copies shall be promptly provided to the requester. Forfeiture actions are to be coordinated with criminal prosecutions. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of Strike Force agency(ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party responsible for filing and handling a forfeiture action believes there is an insufficient basis upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the Strike Force is to be filed.
3. All options available under law to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the Strike Force, provided the property under consideration otherwise qualifies under law for such consideration.
4. Pursuant to Section 932.704(7), Florida Statutes, when a claimant and the Strike Force agree to settle the forfeiture action prior to the conclusion of the forfeiture proceeding, the settlement agreement shall be reviewed, unless such review is waived by the claimant in writing, by the court or a mediator or arbitrator agreed upon by the claimant and the seizing law enforcement agency. If the claimant is unrepresented, the settlement agreement must include a provision that the claimant has freely and voluntarily agreed to enter into the settlement without benefit of counsel. A copy of the settlement agreement is to be retained in the investigative case file giving rise to the forfeiture and settlement.

GUIDELINES FOR MONEY PICKUPS, TRANSFERS AND SECURITY; AUDITS AND REVIEWS:

1. The Parties to this Agreement recognize that substantial sums of cash will be seized by reason of Strike Force operations, and are committed to assuring that all such seizures are done with the greatest degree of security and integrity possible. The Strike Force will utilize

procedures established by written directive of the Strike Force relating to the seizure of property for forfeiture and the seizure of contraband. At no time shall a Strike Force participant seize, handle, transport or count seized funds alone. Pursuant to Section 932.704(11)(b), Florida Statutes, the determination of whether to seize currency must be made by Strike Force supervisory personnel. Such determination must be documented in a manner to indicate the supervisory personnel providing such authorization. The attorney assigned to handle Strike Force forfeitures must be notified as soon as possible. In the absence of, or unavailability of that attorney, notification shall be made to the Strike Force Director.

2. No investigative money laundering by the Strike Force or its participating agencies may occur unless it is a means to an investigative end, rather than an end in and of itself. Authorized laundering may only be conducted as part of reverse sting or as an interim step reasonably expected to lead to the seizure of drugs, illicit funds, and/or arrests of those engaged in unlawful money laundering consistent with Section 896.105, Florida Statutes.
3. The Strike Force will utilize procedures established in writing by the Strike Force relating to the handling of evidence. A copy of Strike Force Directive 1.3, relating to forfeitures and seizures, is attached as Attachment A to this Agreement. A copy of Strike Force Directive 1.4, relating to the handling of evidence, is attached as Attachment B to this Agreement. Both of these Directives currently apply to Strike Force operations. The Parties to this Agreement acknowledge in signing this Agreement that they have reviewed the Attachments.
4. The Strike Force may modify, supplement or substitute written guidelines, provided that any modification, supplementation, or substitution assures as a minimum that all non-cash property coming into the custody of Strike Force members shall be treated as evidence, utilizing standard and commonly-accepted means of securing and handling same, and that all seizures of cash shall be done with appropriate checks and balances implemented to assure that all cash seized is accounted for, and properly secured until such time as title or interest in such funds lawfully vests in the seizing agency(ies) and the Strike Force. Copies of written guidelines or directives shall be provided any Party upon request.
5. The Steering Committee will determine the type, nature and extent of audits or reviews pertaining to Strike Force efforts, to include as a minimum an audit of Strike Force finances once every two years. In addition, the SAO may at any time order a review and audit by an auditor designated by the SAO of Strike Force operations with regard to the seizure and handling of all evidence, property or cash, use and disposition of property, currency or proceeds received by any Party by reason of a forfeiture, or any other aspect of Strike Force operations. The Strike Force Director or the Steering Committee by majority vote may request at any time that such a review and audit be performed by the SAO. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function. The Parties agree to cooperate in any federal audit of Strike Force forfeiture activities as may be required or requested by the United States government.

COMPLAINTS AGAINST STRIKE FORCE MEMBERS:

1. Each person assigned to the Strike Force shall promptly report any suspected criminal activity or violation of rule or policy of any other member of the Strike Force or any person with whom the Strike Force is conducting business.
2. Whenever a complaint has been lodged as a result of Strike Force efforts, a designee of the SAO shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the Strike Force participant(s) accused and the employing Agency(ies) of the participant(s) accused.

3. The SAO will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, promptly notify the SAO of its findings and any actions taken.
4. Upon assignment to the Strike Force, and once yearly, each person assigned to the Strike Force shall be provided notification that he or she is obliged to report any wrongdoing or impropriety by any Strike Force personnel. A local method of reporting such shall be provided, and the name, email address and phone number of the SAO Investigations Division shall also be provided as an option for making any such report, whose phone number is (305) 547-0669.

INTERPLAY WITH FEDERAL AND OTHER AUTHORITIES:

1. The Parties to this Agreement recognize that the federal law enforcement authorities have requested that the efforts of the Strike Force be closely coordinated with federal authorities having interests in money laundering investigations. The Parties recognize that federal agents will, as necessary, be co-located at the Strike Force headquarters or otherwise provided access to Strike Force operations and planning.
2. **International movement of funds:** No direct movement of funds internationally, or transactions which are known by the Strike Force to be an interim step prior to a specifically planned, expected, or known international transfer of funds shall occur unless the federal agent(s) assigned to work with the Strike Force are provided prior notice and federal approval and participation is secured. If a federal agency has an objection to any proposed operation of the Strike Force involving international movements of money, the operation is not to proceed until the federal objections are resolved, giving federal interstate and international responsibilities and concerns appropriate deference. The Strike Force shall not directly or knowingly indirectly engage in international movements of funds without securing authorization and participation from at least one federal agency having appropriate jurisdiction.

3. Interstate movement of funds within the United States:

(a) **Federal notification:** A federal agent with appropriate jurisdiction assigned to work with the Strike Force (normally, an HSI Agent) must receive notification of any intended interstate movement of funds prior to the actual movement of the funds. The federal agent, upon receiving notification as provided herein, shall coordinate the Strike Force's efforts with other federal law enforcement agencies and make appropriate notification of the proposed transaction(s). If a federal agency objects to a proposed interstate movement of funds, no movement shall occur until the federal objections are resolved. The date of original federal agent notification and the absence of objection shall be specifically documented on the funds transfer authorization form. In the event of exceptional circumstances that do not allow timely prior notice to the federal agent, funds may be moved interstate upon the approval of the Director of the Strike Force, or in the absence of the Director, his/her designee. The notice required by this section shall occur as soon as practicable, but in no case longer than 48 hours after the interstate movement of funds has begun.

(b) **Recipient or involved state notification:** Strike Force interstate movements of money not otherwise involving the active participation of a federal agency shall be in coordination with law enforcement agencies in the recipient or involved other states. In operations not actively involving a federal agency, the Strike Force shall not unilaterally conduct money transfers in another state, without notifying the appropriate state, or local law enforcement agencies of the proposed activities. Nothing in this Agreement provides Strike Force members with jurisdiction beyond the geographic limits of the State of Florida. Strike Force operations are to be performed in a manner to minimize and avoid conflict with the actions of, and mission of, federal agencies and other states' law enforcement agencies.

(c) **Domestic security:** Recognizing that money laundering is an important tool of domestic and international terrorist organizations, no transfer of funds by the Strike Force shall occur until the Strike Force has checked available law enforcement intelligence databases, including, but not limited to, DICE "In-Site" to assure there is no believed connection between the proposed transfer of funds and terrorism. If there is a reasonable belief that the funds will be utilized by a terrorist organization, no transfer shall occur. Notwithstanding this prohibition, if the transfer of funds is essential to an investigation of the terrorist organization, and will substantially assist in the detection and apprehension of terrorists, or the interference with their planned objectives, upon approval of the Steering Committee, and with the approval of the primary agency investigating the terrorist organization, a transfer may occur.

POWERS, PRIVILEGES, IMMUNITIES, COSTS, LIABILITY AND RELATED ISSUES; STRIKE FORCE SUPPORT CONSIDERATIONS:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. All personnel assigned to the Strike Force remain ultimately accountable to their respective employing agencies. In turn, each employing agency remains responsible for such employees and assumes any liability for the actions of its employees while assigned to the Strike Force.

Each agency is individually responsible for securing supplemental insurance as may be desired to cover potential losses or liabilities associated with the Strike Force operation. With regard to the rental or lease of vehicles for use by the Strike Force personnel, the participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force hereby agree to the extent permitted by Law to indemnify from any liability and hold harmless the other participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force for any negligent acts or negligent omissions committed by their respective personnel while acting within the scope of their employment. Therefore, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

Each participating Law Enforcement Agency of the South Florida Money Laundering Strike Force hereby agree to secure or otherwise maintain its own automobile liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each participating Law Enforcement Agency to adequately insure each participant's liability derived from the use of the leased or rental vehicles assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the Strike Force and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude, as otherwise authorized herein, the purchase of administrative support property or resources.

Each Agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment by a Party of compensation (including overtime compensation) to the Party's officers, agents, analysts, or other personnel assigned to the Strike Force, if allowed by Florida or federal law and applicable state or federal guidelines, through the use of legally vested Strike Force funds if the Party has obtained the necessary approval and authorization for such payment from the Party's governing commission or (if a state agency) the Legislature.

The privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Agreement. Each participating Party shall bear its own liability arising from acts undertaken under the Agreement except as may be otherwise allowed under Chapter 23, Florida Statutes, and any agreement by a participant to the contrary is void. The Administrative Agency may request purchase of optional insurance or other reasonable actions by the other Parties as a means of helping reduce the Administrative Agency's exposure to claims or liability incurred solely by reason of its role as Administrative Agency in renting automobiles or entering into contractual agreements on behalf of the Strike Force. Such requests shall be approved by the Steering Committee, but if not approved, the Administrative Agency shall not be obligated to enter into any particular rental or contractual obligation on behalf of the Strike Force.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

1. **A principal goal of this Strike Force is the successful prosecution of criminal violators.** Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the Strike Force are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling Strike Force generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from Strike Force operations are likewise to receive coordinated support efforts from Strike Force members.
2. Strike Force supervisors shall monitor the efforts of Strike Force members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the Strike Force to assure the expected level of support from Strike Force members is occurring. Failure by a member of the Strike Force to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for suspension or removal from the Strike Force and reduction or elimination of the agency's share of forfeiture proceeds derived from Strike Force operations.

PRIMARY STRIKE FORCE EFFORTS; SEMIANNUAL PROGRESS ASSESSMENT:

1. The Strike Force has as its prime mission these primary areas of activity:
 - ✓ Money laundering investigations, including the seizure and forfeiture of funds derived from drug or other criminal activity and the investigation and prosecution of those involved in such activity;

- ✓ Criminal investigation and prosecution of those involved in organized drug trafficking enterprises and those involved in other drug related criminal activity, and efforts to disrupt and dismantle organizations involved in such illegal activity.
- 2. The Parties agree to provide sufficient and continued support and personnel resources to each of the above areas of activity, in a manner and to an extent determined and approved by the Steering Committee, or as may be requested by the SAO.
- 3. The Steering Committee no less than twice yearly review and evaluate the progress and success of efforts in each of the primary areas of activity. To the extent resources are available, they shall be reallocated to address observed deficiencies or to otherwise better assure the balanced success of the primary Strike Force efforts.

**INTERPLAY OF STRIKE FORCE AGENCIES WITH FLORIDA VIOLENT
CRIME AND DRUG CONTROL COUNCIL FUNDED INVESTIGATIVE
EFFORTS**

The mission of the Florida Violent Crime and Drug Control Council includes providing matching funding of significant drug and money laundering investigations within the state. To the extent that any investigation funded by the Council develops leads related to significant money laundering affecting investigative efforts of any participating Strike Force agency, the Agency shall relate the leads to the Strike Force Steering Committee, and the Steering Committee shall determine whether the money laundering aspect of the Council-funded investigation warrants inclusion as a Strike Force investigation.

COPY TO EACH PARTICIPATING STRIKE FORCE MEMBER:

When this Agreement is fully executed, a copy shall be provided to each Strike Force member so that each member may be fully aware of the powers, limitations, and expectations applicable to Strike Force members and operations.

**TERM AND EFFECT OF AGREEMENT; OBLIGATION TO TIMELY RATIFY;
MEANS OF CANCELLATION; AUTOMATIC EXTENSION; INTERIM
CLARIFICATIONS OR MODIFICATIONS:**

- 1. This Agreement is the successor agreement to the original Agreement first establishing the predecessor Strike Force, known as the Multi-Agency Money Laundering and Anti-Drug Trafficking Strike Force ("IMPACT") and all subsequent renewals thereof. It shall be effective as to the executing Parties upon execution by the SAO and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. Upon execution, this Agreement supercedes previous versions of the agreements. Failure by a Party to secure a timely ratification of this superceding agreement will result in said party's participation in the Strike Force being suspended until such time as the Party executes the Agreement.

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IN WITNESS WHEREOF, the authorized representatives of Parties hereto sign on the date specified hereafter:

Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Coral Gables Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of September 2015 SOUTH FLORIDA MONEY LAUNDERING STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of North Miami Police Department.

Signature

Print or Type Name

Title:
 Mayor
 Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Shores Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Town of Surfside Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Doral Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Gardens Department.

Signature

Print or Type Name

Title:

- Mayor
- Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Golden Beach Police Department.

Signature

Print or Type Name

Title:

Sheriff

Chief Executive Officer, to wit: _____

Date: _____

Sheriff (if above signed by Chief Executive Officer of County)

Date: _____

**Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Miami Dade County School Board Police Department.

Signature

Print or Type Name

Title:

- Sheriff
- Chief Executive Officer, to wit: _____

Date: _____

**Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Village Of Indian Creek Police Department.

Signature

Print or Type Name

Title:

Sheriff

Chief Executive Officer, to wit: _____

Date: _____

**Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Miami Springs Police Department.

Signature

Print or Type Name

Title:

Sheriff

Chief Executive Officer, to wit: _____

Date: _____

Party's Acceptance of the September 2015 SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf for the Office of the State Attorney of the Eleventh Judicial Circuit of Florida (In and For Miami-Dade County, Florida):

Signature

Katherine Fernandez-Rundle
State Attorney

Date: _____

-----*End of Signature Pages, Attachments Follow*-----

**ATTACHMENT A:
Strike Force Forfeitures and Seizures Directive (Rev. 10/06)**

- A. **FORFEITURE** - means anything that is taken into custody by the SFMLSF investigators that falls under the Florida Forfeiture and Contraband Act. In general, all Asset Forfeitures will be conducted under Coral Gables Police Department procedures.
1. All property that is taken under forfeiture will be:
 - a. Placed into the Coral Gables Police Department Property Unit or, as in case of vehicles, recorded on Coral Gables Police Department Vehicle Storage Reports after inventory search. (See attached Coral Gables Police Department Policy number #050)
 - b. All property will be listed in the Coral Gables P.D. Case Report and copies forwarded to the appropriate forfeiture attorney by 5pm the next business day.
- B. **SEIZURE OF CONTRABAND** - means taking into custody anything illegal to possess. (See Currency Handling Procedures)
1. All seizures will be placed in the Coral Gables Police Department Property Unit or applicable seizing agency.
 2. All property that is taken into custody will be:
 - a. Fully documented on Coral Gables Police Department Property Receipt.
 - b. All seizures will be listed in the Forfeiture/ Confiscation's Report and copies sent within 24 hours to the Dade County SAO Forfeiture Attorneys and the Confiscation Unit.
 3. In all instances where controlled substances are seized that are in the amount which warrants trafficking charges or instances where monies are seized in excess of \$1,000, the SFMLSF will assign at least three investigators to the custody of the contraband or monies. The investigators will maintain custody until the controlled substance or monies are placed into the Coral Gables Police Department Property/Evidence room or applicable seizing agency.
 4. In all seizures, it is required to complete the SFMLSF ZY Entry Form. This form is to be completed by the case agent.

ATTACHMENT B
Strike Force Evidence Directive

- A. Each investigator is responsible for the evidence he or she has the occasion to purchase or seize. All controlled substances are to be treated in a very thorough and careful manner.
- B. All evidence will be turned in to the Coral Gables Police Department Property/Evidence Unit as soon as possible after its seizure.
- C. Evidence will not be stored in any facility other than the Coral Gables Police Department Property Unit (i.e., desk, lockers, etc.). Controlled substances will always be checked into the Coral Gables Police Department Property Unit prior to the end of the investigator's tour of duty.
- D. Tests of controlled substances to establish probable cause will be done at the scene by the impounding investigator and the results documented in the SFMLSF Report.
- E. Chemical analysis of controlled substances will be performed by the Miami-Dade Crime Lab or other facility as determined by the Task Force Deputy Director. The investigator is responsible for:
 - Coral Gables Property Receipt
 - Miami Dade County Lab Analysis Form
 - Miami Dade County Property Receipt with Miami Dade County Case number.
- F. Three investigators are required when handling trafficking amounts of controlled substances or amounts of currency in excess of \$1,000.
- G. When an arrest for a controlled substance is made, the arresting investigator will be responsible for maintaining the integrity of the evidence, until it is turned in to the Coral Gables Property/Evidence unit.

* As the Coral Gables Police Department is our primary evidence repository see attached Coral Gables Police Department SOP #050 (Evidence and Property) in order to comply with those regulations.

ATTACHMENT C
Florida's Mandatory Statewide Forfeiture Guidelines
(These Apply To ALL Florida Law Enforcement Agencies Independent of This Agreement)

Guidelines and Training Procedures
To Be Used By State and Local Law Enforcement Agencies
And State Attorneys in Implementing
The Florida Contraband Forfeiture Act

I. Policy Statement

The Florida Contraband Forfeiture Act, Sections 932.701 through 932.707, Florida Statutes, (Act) authorizes law enforcement agencies to seize and forfeit real and personal property, including currency, vehicles, aircraft, and other contraband articles that are used in violation of the Act.

The Act also allows seizure and forfeiture of any controlled substance as defined in Chapter 893, Florida Statutes, or any substance, device, paraphernalia, or currency or other means of exchange that was used, was attempted to be used, or was intended to be used in violation of any provision of Chapter 893, Florida Statutes if a nexus can be clearly demonstrated between the article(s) seized and the narcotics activity, whether or not the use of the contraband article(s) can be traced to a specific narcotics transaction.

It is the policy of the State of Florida that law enforcement agencies shall utilize the provisions of the Act to deter and prevent the continued use of contraband articles for criminal purposes while protecting the proprietary interests of innocent owners and lien holders and to authorize such law enforcement agencies to use the proceeds collected under the Act as supplemental funding for authorized purposes. The potential for obtaining revenues from forfeitures must not override fundamental considerations such as public safety, the safety of law enforcement officers, or the investigation and prosecution of criminal activity.

It is also the policy of this state that law enforcement agencies ensure that, in all seizures made under the Act, their officers adhere to federal and state constitutional limitations regarding an individual's right to be free from unreasonable searches and seizures, including, but not limited to, the illegal use of stops based on a pretext, coercive consent searches, or a search based solely upon an individual's race or ethnicity.

The Act provides procedural safeguards for those claiming or having an interest in the seized property, including bona fide lien holders, lessors, and innocent co-owners. The Act complements the other options available to Florida law enforcement agencies in addressing criminal activity, is a valuable tool of law enforcement to be used by Florida law enforcement agencies to assist their law enforcement mission, and is to be preserved and wisely used as a valuable weapon in Florida's law enforcement arsenal.

II. Purpose

The purpose of these Uniform Standards is to provide statewide guidelines for law enforcement policies and procedures used in seizing, maintaining, and forfeiting property under the Act and to provide training procedures to be used by state and local law enforcement agencies and state attorneys in implementing the Act. Compliance with these Standards will enhance the goal of establishing more uniform forfeiture practices throughout the state. These Uniform Standards are to be interpreted in a manner to assure that to the greatest extent possible there is uniformity of policy and procedure throughout the state. It is not the intent or purpose of these Standards to create new rights of parties or new defenses to forfeiture actions. All rights and actions are defined by the substantive provisions of the Act itself or other applicable law.

III. Principles

The following principles should be incorporated within the policies and procedures of any state or local law enforcement agency involved in the seizure and forfeiture of property under the Act-

- A. **LAW ENFORCEMENT IS THE PRINCIPAL OBJECTIVE OF ASSET FORFEITURE.** The potential for obtaining revenues from forfeitures must not override fundamental considerations such as public safety, the safety of law enforcement officers, the investigation and prosecution of criminal activity, and respect for the rights of individuals as provided by law.
- B. The employment, salary, promotion or other compensation of a law enforcement officer or attorney should not depend on obtaining a quota of seizures.
- C. Agencies should ensure, through the use of written policy and procedures and training, compliance with all applicable legal requirements regarding seizing, maintaining, and forfeiting property under the Act.
- D. When property other than currency is seized for forfeiture, the probable cause supporting the seizure should be promptly reviewed by a supervisor who is not directly involved in making the seizure. The determination of whether to seize currency must be made by supervisory personnel. The agency's legal counsel must be notified as soon as possible of all seizures.
- E. The determination of whether an agency will file a civil forfeiture action should be made by the agency head or other command level designee who is not directly involved in making the seizure.
- F. Every seizing agency should have policies and procedures promoting, when there is no other legitimate basis for holding seized property, the prompt release of such property as may be required by the Act or by agency determination. To help assure that property is not wrongfully held after seizure, every agency shall have policies and procedures ensuring that all asserted claims of interest in seized property are promptly reviewed for potential validity.
- G. A seizing agency may not use the seized property for any purpose until the rights to, interest in, and title to the seized property are perfected in accordance with the Act. This does not prohibit the use or operation necessary for reasonable maintenance of seized property. Reasonable efforts shall be made to maintain seized property in such a manner as to minimize loss of value.
- H. Settlement of any forfeiture action shall be consistent with the mandates of the Act and in compliance with agency policy or directive.
- I. All forfeited property retained for law enforcement use should be maintained and utilized in accordance with the Act, and should be subject to the same controls with regard to property acquired through the agency's normal appropriations process.
- J. Any agency receiving forfeiture proceeds should maintain such moneys in a special fund as provided by law, which is subject to normal accounting controls and financial audits of all deposits and expenditures. If the seizing agency is a county or municipal agency, the proceeds and interest thereon may not be used to meet normal operating expenses of the law enforcement agency. Seizing agencies must file reports as required by the Act.
- K. Each state or local law enforcement agency that seizes property for the purposes of forfeiture shall periodically review the agency's seizures of property, as well as settlements and forfeiture proceedings initiated by the agency to determine whether such seizures, settlements and forfeitures comply with the Act and these Standards. Such review should occur at least annually. If the review suggests deficiencies, the agency shall promptly move to ensure the agency's compliance with the Act and these Standards.
- L. Agencies should avoid the appearance of impropriety in the acquisition, sale, retention, or transfer of any forfeited property or proceeds derived from such property.

M. Agency personnel involved in the seizure of property for forfeiture shall receive periodic training as noted in Section IV, below.

IV. Training Procedures

Each state or local law enforcement agency shall ensure that its officers involved in seizing property for forfeiture under the Act receive basic training and continuing education as required by the Act. Each agency shall maintain records demonstrating an officer's compliance with these training requirements. A portion of such training must address legal aspects of forfeiture, including search and seizure, or other constitutional considerations.

(End of Mandatory Forfeiture Guidelines).

End Of September, 2015 Mutual Aid Agreement and Attachments

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AGENDA MEMORANDUM

Meeting Date: 12/14/2015

To: The Honorable Mayor Xavier Garcia and Members of the City Council
From: Ronald K. Gorland, City Manager *RK*
Subject: Code Compliance Enforcement of Clutter in/on City Swales

Request:

Request Council Provide direction regarding Code Compliance enforcement of current applicable swale codes (attach. 1).

Discussion:

It is becoming more and more common for residents to both "claim" abutting swales and to "enhance" them by placing holiday and other objects in the swales and in the swale trees (attach. 2). To date Code Compliance has focused primarily on swale safety and preventing tree damage such as nails in trees, extension cords, over-road hanging ornaments and other mechanisms placed in swale and trees. But more recently you may have noticed that all types of seasonal and non-seasonal devices (ornaments, reflectors, solar lighting, boulders, etc.) appearing in the swales which are prohibited by our code.

Code Compliance is seeking direction regarding the continuation of their current practice of focusing on dangerous use of swales/trees and whether or not to expand their efforts to control the proliferation of ornamental, etc. swale activities in accordance with our applicable codes (attached).

Submission Date and Time: 12/10/2015

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Bldg. & Code Compliance</u>	Dept. Head: <u><i>[Signature]</i></u>	Dept./ Desc.: _____
Prepared by: <u>Ulises Fernandez</u>	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
Budgeted/ Funded: <input type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ _____

- **Sec. 96-07. - Maintenance of City parkway and swale areas.**

(A)

The City shall retain sole jurisdiction over and maintenance responsibility for, all parkway areas in the City.

(B)

It shall be the duty and obligation of all owners of property in the City to maintain all swale areas abutting, adjacent, or contiguous to their property in a good and proper condition. This maintenance duty and obligation for property owners shall include, but not be limited to, sodding, grass cutting, proper landscape maintenance, removal of debris, garbage, or trash, and the elimination of any dangerous conditions or safety hazards in all swale areas.

(C)

Property owners may, however, plant and landscape all abutting, adjacent, or contiguous swale areas to their property for beautification purposes so long as the following conditions and restrictions are met:

(1)

No plantings or landscaping shall be designed, installed or maintained in a manner that constitutes a nuisance or safety hazard.

(2)

No plantings or landscaping shall in any way obstruct, hinder or restrict the City's use of the swale area for other required purposes.

(3)

All proposed planting and landscaping designs or plans shall be submitted for approval to the City public works department and City code enforcement department before installation.

(4)

All trees proposed for planting in City swale areas must be included on the approved City tree list and be planted in conformity with the standards established in the City tree plan.

(5)

No large railroad ties or concrete pyramid buttons may be located in the City swale areas. However, nonpermanent materials, not exceeding six inches in height, such as small landscape timbers and decorative masonry brick, or natural stone, may be utilized as part of a planting or landscaping plan.

(6)

The aforesaid approved nonpermanent materials, however, may be located no closer than five feet from the edge of the roadway or pavement, and shall not be farther than two feet from any tree or other planting, and the total area utilized by these materials for beautification and protection purposes shall not exceed four feet in diameter.

(7)

The approved nonpermanent materials shall be used for the purposes of enclosing specific landscape areas around trees, to protect trunks of trees from lawn maintenance equipment, and for beautification.

(8)

All plantings and landscaping, with the exception of approved trees, shall be limited to ground covers, bedding, flowers, and other lower height growth items not exceeding 18 inches in height.

(9)

Small, round and flat-topped concrete parking or traffic buttons may be utilized, so long as the buttons do not obstruct the access to, nor the use of, the City swale areas.

(D)

In consideration for the duty and obligation imposed by this section upon property owners to maintain all swale areas abutting and adjacent to their property, and the liability created by the provision hereof requiring the elimination of any dangerous conditions or safety hazards in such swale areas, owners of property abutting and adjacent to swale areas are hereby granted a preferential right to the usage of such swale areas as hereinafter set forth.

(1)

The preferential right herein conferred upon such property owners shall include all reasonable and justifiable usages of the swale areas, including, but not limited to, the parking of automobiles and the beautification purposes provided in subsection (C) of this section.

(2)

The property owner may also permit others to utilize the subject swale areas for all reasonable and justifiable purposes.

(3)

The property owner may enforce its preferential rights to the usage of such swale areas by requesting that other parties utilizing such areas, without permission or authorization, cease and desist from the unauthorized use of such areas immediately. If the property owner's request to discontinue the unauthorized use is unsuccessful, the property owner may contact the City Code Compliance Department or the City Police Department for assistance in enforcing the preferential rights conferred by this section.

(4)

The use of any such swale area by any party in contravention of the provisions of this section shall be subject to the code enforcement provisions and procedures set forth in the City Code of Ordinances and the provisions of the Miami-Dade County Code of Ordinances and state law applicable to such unauthorized use.

(1962 Code, § 19-7; Ord. 241, passed 8-24-59; amend. Ord. 844-98, passed 3-9-98; amend. Ord. 922-05, passed 3-14-05; amend. Ord. 948-06, passed 12-11-06)

**2015 CITY WIDE SWEEP FOR
MATERIAL ON SWALES AND
SIDEWALKS
CODE SEC. 96-07
by taverasl**



PM 1:27 NOV/ 6/2015



PM 1:27 NOV/ 6/2015



PM 1:27 NOV/ 6/2015

LANDSCAPING
Licensed & Insured
PUNING



PM 1:28 NOV/ 6/2015

CHEROKEE ST

STOP

AM10:53 DEC/ 2/2015



AM11:17 DEC/ 2/2015



AM11:18 DEC/ 2/2015



AM 11:42 DEC/ 2/2015



AM 11:42 DEC/ 2/2015



PM12:02 DEC/ 2/2015



PM12:06 DEC/ 2/2015



PM12:13 DEC/ 2/2015



PM12:18 DEC/ 2/2015



PM 12:19 DEC/ 2/2015



PM 5:24 DEC/ 2/2015



PM 5:24 DEC/ 2/2015



PM 5:52 DEC/ 2/2015



PM 5:52 DEC/ 2/2015



PM 6:03 DEC/ 2/2015



PM 6:09 DEC/ 2/2015



PM 6:15 DEC/ 2/2015



PM 6:15 DEC/ 2/2015



PM 6:19 DEC/ 2/2015



PM 6:20 DEC/ 2/2015



PM 6:26 DEC/ 2/2015



AM11:23 DEC/ 3/2015



AMT 1:24 DEC 3/2015



AM 11:30 DEC/ 3/2015



PM 12:41 DEC/ 4/2015



PM12:52 DEC/ 4/2015



AM10:01 DEC/ 5/2015



AM10:01 DEC/ 5/2015



AM 10:06 DEC/ 5/2015



AM10:07 DEC/ 5/2015



AM 8:57 DEC/ 6/2015



AM 8:57 DEC/ 6/2015



AM 9:41 DEC/ 6/2015



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AM 9:42 DEC/ 6/2015



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ADT

AM 9:42 DEC/ 6/2015



AM10:26 DEC/ 6/2015



AM10:26 DEC/ 6/2015



AM10:27 DEC/ 6/2015



PM 3:38 DEC/6/2015



PM 3:38 DEC/ 6/2015

CITY OF MIAMI SPRINGS



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

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

VIA: Ron Gorland, City Manager

FR: William Alonso, CPA, CGFO, Finance Director

Date: December 14, 2015

Re: FY2014-2015 4th Quarter Budget Status Report (Unaudited)

Attached, please find the above referenced report based on revenues received and appropriations expended through September 30, 2015. The purpose of this report is to apprise the City's governing body of the FY2014-2015 budgetary status and projected year-end revenues, expenditures, and fund balances

I. OVERVIEW

After completion of the fiscal year, the city ended the year with a surplus of \$124,156

The city's fund balance increased from \$4,263,646 in FY2014 to \$4,387,802 at the end of FY2015.

The projected year end surplus of \$124,156 is approx. \$42,844 lower than the \$167,000 surplus that was budgeted for FY2015 since total revenues were \$226,915 lower than budgeted due to receiving lower than anticipated building permit revenues. Total expenditures were under budget by almost \$389,962 as departments did not spend 100% of their budgets.

The City's general fund balance as of September 30, 2015 will be approximately \$4,387,802 an increase of 414% from the FY 2003 fund balance of \$853,643. It is important to note what "fund balance" should be accumulated for. First of all the generally accepted guidelines require that a government maintain at least 15-20% of their general fund budgeted expenditures as "reserves", **OUR CITY MAINTAINS A MINIMUM RESERVE OF 25%.**

Second, reserves are meant to be accumulated to pay for long term infrastructure projects that the city has envisioned. Reserves can also be used to help reduce property taxes to our residents. These are legitimate uses for our reserves. State guidelines require that if a local government has significant reserves and no plan on what they will be used for, they have to return these to the residents in the form of tax reductions. Our current fund balance of \$4,387,802 represents almost 28% of budgeted expenditures. This is why we will have approximately \$887,802 in designations for future projects and uses. After deducting these designations, the undesignated fund balance is \$3.5 million or about 25% of budgeted expenditures.

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

- I. Overview/Financial Dashboard - Pages 1-3
- II. General Fund Revenues – Page 4
- III. General Fund Expenditures – Page 6
- IV. General Fund Subsidized Departments
 - a) Senior center - Page 7
- V. Enterprise Funds - Pages 8-9
- VI. Investments – Page 10
- VII. Analysis of Charges for Services
 - a) Building & Zoning/Code Enforcement – Page 11
 - b) Recreation Department – Page 12
- VIII. Other Funds
 - a) Road and Transportation Fund – Page 13
 - b) Law Enforcement Trust Fund – Page 14
 - c) Capital Fund – Page 15
 - d) Debt Service Fund – Page 16
- IX. Status of Designated Fund Balance Page 17
- X. Golf Course Financial Report – Pages 18,19 and A-1 thru C-1

The following chart is a projection of the City's projected revenues, expenditures, and general fund balance as of the end of the 3rd Qtr FY2015:

Chart A – General Fund Balance Projection as of 4th quarter FY2014-2015

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

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Projected Year-End</u>	<u>Variance</u>
Sources:				
General Fund beginning balance	4,263,647	4,263,647	4,263,647	-
Current revenues	14,986,547	15,038,496	14,811,581	(226,915)
Transfers in	530,000	530,000	530,000	-
Total Sources	<u>19,780,194</u>	<u>19,832,143</u>	<u>19,605,228</u>	<u>(226,915)</u>
Uses:				
Operating expenditures	14,018,840	14,407,955	14,287,776	(120,179)
Transfers out	1,330,136	1,199,432	929,649	(269,783)
Total Uses	<u>15,348,976</u>	<u>15,607,387</u>	<u>15,217,425</u>	<u>(389,962)</u>
General Fund ending balance	<u>4,431,218</u>	<u>4,224,756</u>	<u>4,387,803</u>	<u>163,047</u>
Projected change in fund balance		<u>124,156</u>		

FINANCIAL DASHBOARD

FINANCIAL INDICATORS-GENERAL FUND

	<i>Budgeted</i>	<i>Actual</i>	<i>% of budget</i>
General Fund Revenues as of 9/30/15	\$15,568,496	\$15,341,581	99% (1)
General Fund Revenues as of 9/30/14	\$14,956,851	\$15,115,161	101% (1)

General Fund Expenditures as of 9/30/15	\$15,607,387	\$15,217,425	98% (2)
General Fund Expenditures as of 9/30/14	\$14,744,073	\$14,358,316	97% (2)

	<i>As of 9/30/14</i>	<i>Projected 9/30/15</i>	<i>\$ Increase/Decrease</i>
General Fund Reserve	\$4,263,646	\$4,387,803	\$124,156

INVESTMENT INDICATOR

	<i>As of 9/30/14</i>	<i>As of 9/30/15</i>	<i>\$ Increase/(Decrease)</i>
Investments	\$ 4,411,922	\$3,734,885	\$(677,037)

FINANCIAL INDICATORS-OTHER

	<i>Revenues as of 9/30/15</i>	<i>Expenditures as of 9/30/15</i>	<i>Deficit at 9/30/15</i>	<i>Deficit at 9/30/14</i>
Golf Course fund operating deficit requiring General Fund subsidy	\$1,246,786	\$1,842,126	\$(595,340)	\$(863,959)

	<i>Revenues as of 9/30/15</i>	<i>Expenditures as of 9/30/15</i>	<i>Deficit at 9/30/15</i>	<i>Surplus at 9/30/14</i>
Building Dept.	\$ 552,041	\$ 726,179	\$ (174,138)(3)	\$255,797(3)

	<i>As of 9/30/14</i>	<i>As of 9/30/15</i>	<i>\$ Increase/(Decrease)</i>
Long-Term Debt	\$6,028,141	\$10,739,727	\$4,711,586

	<i>At 9/30/15</i>	<i>At 9/30/14</i>
% of Recreation Expenditures Collected in Fees	21.5%	24.8%

Notes:

(1) At fiscal year end, our revenues were received at a 99% rate compared to 101% in the prior year.

(2) Actual expenditures are running about the same than last year 98% vs. 97% when compared to budgeted expenditures. This was mainly due to vacant positions during the year as well as departments not using 100% of their budgets.

(3) Building & Zoning expenditures include \$240,340 in indirect cost allocations for the current year and \$239,926 for the prior year. Indirect cost allocations are based on a percentage applied to certain departments that provide services to the Building & Zoning Dept. such as Human Resources, Legal, City Manager, City Clerk, Building Maintenance, etc.)

II) REVENUES

Chart B-Schedule of General Fund Budgeted and Actual Revenues
For the Period Ending September 30, 2015
(100% OF YEAR COMPLETED)

Department	2013-14	FISCAL YEAR 2014-2015				PRIOR YEAR	Note
	FULL YEAR ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS of 9/30/2015	% OF BUDGET	AS of 9/30/2014	
Ad Valorem Taxes - Current	\$ 6,653,974	\$ 6,897,607	\$ 6,897,607	\$ 7,010,173	102%	\$ 6,653,974	1
Ad Valorem Taxes - Delinquent	15,227	80,000	80,000	89,695	112%	15,227	1
Utility and Franchise Taxes	2,748,761	2,556,000	2,556,000	2,770,921	108%	2,748,761	
Occupational Licenses - City	72,758	75,000	75,000	79,916	107%	72,758	
Occupational Licenses - County	21,827	15,000	15,000	21,948	146%	21,827	
Building Permits	414,313	450,000	450,000	108,265	24%	414,313	2
Electrical Permits	90,186	75,000	75,000	59,335	79%	90,186	
Plumbing Permits	47,490	50,000	50,000	31,218	62%	47,490	
Roofing Permits	68,744	55,000	55,000	77,058	140%	68,744	
Mechanical Permits	54,504	17,000	17,000	27,656	163%	54,504	
Certification of Completions	3,850	2,000	2,000	2,440	122%	3,850	
Structural Permits	26,260	20,000	20,000	23,256	116%	26,260	
POD Permit Fees	1,350	700	700	1,625	232%	1,350	
Other Permits	199,419	135,000	135,000	176,858	131%	199,419	
Misc Plan Reviews		5,000	5,000		0%	-	
Zoning Review Fees	30,053	30,000	30,000	35,600	119%	30,053	
General Planning & Zoning Fees	12,460	12,000	12,000	11,170	93%	12,460	
Local Option Gas Tax	367,298	376,729	376,729	380,476	101%	367,298	
Revenue sharing	426,621	435,970	435,970	454,359	104%	426,621	
Alcoholic Beverage License	12,237	15,000	15,000	11,443	76%	12,237	
1/2-cent Sales Tax	1,003,119	1,049,058	1,049,058	1,051,079	100%	1,003,119	
Gas Tax Rebate	8,775	11,000	11,000	8,848	80%	8,775	
School Crossing Guards	15,225	20,000	20,000	17,264	86%	15,225	
After School Programs	38,126	32,000	32,000	43,780	137%	38,126	
SWIM MEETS/TEAM RENTAL	11,215	5,000	5,000	4,373	87%	11,215	
Swimming Pool Admissions	68,538	7,200	7,200	2,700	38%	68,538	
Annual Daddy/Daughter Dance	4,453	4,775	4,775	4,843	101%	4,453	
Pelican theatre	8,985	10,000	10,000	8,805	88%	8,985	
Vending Machines	1,460	3,000	3,000	2,311	77%	1,460	
Fireworks-VG	3,000	3,000	3,000	3,000	100%	3,000	
Summer Camp	129,745	170,000	170,000	139,551	82%	129,745	
Summer Camp Activity Fee	22,545	18,000	18,000	24,724	137%	22,545	
Senior Center Rental	-	1,250	1,250	-	0%	-	
Annex Rental	-	1,000	1,000	-	0%	-	
Fitness Room Membership	38,122	20,000	20,000	27,716	139%	38,122	
Gym Admission Fees	-	3,000	3,000	-	0%	-	
Yoga Classes	7,115	8,550	8,550	4,807	56%	7,115	
Get Fit Summer Camp	5,750	16,000	16,000	7,900	49%	5,750	
Basketball Fees	29,490	42,175	42,175	29,650	70%	29,490	
Other activities	5,696	7,730	7,730	4,025	52%	5,696	
Pool Rental	7,180	2,000	2,000	2,160	108%	7,180	
Pool Memberships	8,015	1,000	1,000	653	65%	8,015	
Jazzercise	3,925	4,800	4,800	4,206	88%	3,925	
Green Fees	810,193	978,623	978,623	870,647	89%	810,193	
Golf Memberships	65,380	64,936	64,936	68,555	106%	65,380	
Cart Rentals	51,640	68,630	68,630	48,483	71%	51,640	
Range Fees	135,504	164,857	164,857	133,414	81%	135,504	
Golf Merchandise Sales	55,845	55,999	55,999	54,920	98%	55,845	
Gift Certificate Redeemed	481	-	-	410	100%	481	
Rain Check Redeemed	(1,227)	-	-	-	0%	(1,227)	
Golf Pro Commissions	(1,268)	-	-	-	0%	(1,268)	
Golf Course Rentals	7,832	9,694	9,694	24,043	248%	7,832	
Food and Beverage	28,225	57,942	57,942	46,314	80%	28,225	
GHIN Disabled Fees	-	1,200	1,200	-	0%	-	
Copies & Other Charges	2,481	3,000	3,000	3,129	104%	2,481	
Tree Replacement	3,360			2,875	100%	3,360	
Lien Search	17,050	15,000	15,000	18,646	124%	17,050	
Re-occupancy inspection fee	26,000	19,000	19,000	24,000	126%	26,000	
Clerk of the Court - Fines	133,357	138,482	138,482	97,667	71%	133,357	
Code Enforcement tickets	23,800	15,000	15,000	73,084	487%	23,800	
Disabled Parking tickets		9,200	9,200	8,788	96%	-	
Administrative Fee-Red Light hearings	9,721	19,540	19,540	17,088	87%	9,721	
Interest-CD's	10,102	7,000	7,000	16,990	243%	10,102	
Interest - Tax Collections	1,940	2,000	2,000	823	41%	1,940	
Rent - Metro Fire	12,724	15,000	15,000	12,191	81%	12,724	
Rent - Dade Co. Library	8,253	8,300	8,300	8,253	99%	8,253	
Rent - Bus Benches	4,369	4,300	4,300	4,509	105%	4,369	
Recreational Activities	17,836	12,000	12,000	27,890	232%	17,836	
Sprint Tower	92,108	90,000	90,000	100,090	111%	92,108	
Nextel	-	6,800	6,800	-	0%	-	
Metro PCS	8,881	8,500	8,500	-	0%	8,881	
Surplus sale of equipment	40,280	40,000	40,000	12,589	31%	40,280	

**Chart B-Schedule of General Fund Budgeted and Actual Revenues
For the Period Ending September 30, 2015
(100% OF YEAR COMPLETED)**

<u>Department</u>	2013-14	FISCAL YEAR 2014-2015					Note
	FULL YEAR ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS of 9/30/2015	% OF BUDGET	PRIOR YEAR AS of 9/30/2014	
Other Miscellaneous	28,055	67,500	67,500	35,016	52%	28,055	
Insurance Reimbursement	53,604			65,984	100%	53,604	
Code Enforcement Liens	5,925	500	500	-	0%	5,925	
Returned check charges	353			200	100%	353	
Byrne Grant	2,684	15,000	15,000	2,793	19%	2,684	
Other Grants	15,936	-	-		0%	15,936	
Red Light Fines	254,830	300,000	300,000	266,383	89%	254,830	
Proceeds from Lease	623,843	45,000	96,949		0%	623,843	
ITF - Sanitation Admin Fee	470,000	470,000	470,000	470,000	100%	470,000	
ITF- Stormwater Admin Fee	60,000	60,000	60,000	60,000	100%	60,000	
Appropriated fund balance			-		0%	-	
TOTALS >>>	\$ 15,767,908	\$ 15,516,547	\$ 15,568,496	\$ 15,341,581	99%	\$ 15,767,908	

II. REVENUES

Notes to Revenue Schedule:

- (1) Approximately 75-90% of the annual property tax assessment is collected during the months of October thru January of each fiscal year, the City invests all excess amounts until the funds are required to pay normal operating expenditures of the City.
- (2) Building permit revenues were lower than budgeted due to lower than expected building activity.

III) EXPENDITURES

Chart C-Schedule of General Fund Budgeted and Projected Expenditures
For the Period Ending September 30, 2015
(100% OF YEAR COMPLETED)

Department	FY2013-14 ACTUAL	FISCAL YEAR 2014-2015			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2015		
General Government:						
Mayor & City Council	118,424	150,945	157,695	151,831	96%	
Office of the City Manager	354,558	354,243	354,311	344,925	97%	
Office of the City Clerk	226,228	309,940	310,013	274,367	89%	
Office of the City Attorney	159,454	171,000	171,000	161,802	95%	
Human Resource Department	211,616	209,474	209,474	220,363	105%	
Finance-Administration	534,169	482,561	462,560	490,631	106%	
Finance-Professional Services	260,631	272,364	277,693	284,284	102%	
IT Department	307,498	335,516	335,516	298,319	89%	
Planning Department	80,764	101,698	101,698	71,246	70%	
Non-Departmental	28,903	-	-	3,502	100%	
Total General Government	2,282,245	2,387,741	2,379,960	2,301,270	97%	1
Public Safety:						
Police Department	5,760,810	6,007,721	6,126,287	6,186,463	101%	
Building, Zoning & Code Enforcement	609,625	644,782	650,717	642,640	99%	
Total Public Safety	6,370,435	6,652,503	6,777,004	6,829,103	101%	1
Public Works:						
Public Works - Administration	354,580	371,346	386,876	376,000	97%	
Public Works - Streets	351,735	390,685	408,985	382,371	93%	
Public Works - Properties	586,011	575,501	582,227	567,440	97%	
Public Works - Building Maintenance	267,037	256,034	261,428	314,990	120%	2
Public Works - Fleet Maintenance	32,504	42,320	61,255	80,837	132%	3
Total Public Works	1,591,867	1,635,886	1,700,771	1,721,638	101%	1
Parks and Recreation:						
Recreation	1,463,003	1,273,487	1,424,998	1,312,182	92%	
Aquatics	268,229	107,541	103,653	107,086	103%	
Tennis	18,744	19,851	48,183	46,962	97%	
Park Maintenance	97,495	204,925	227,300	127,409	56%	
Golf Administration	22,894	20,062	20,062	19,864	99%	
Golf Pro Shop	621,319	545,865	545,865	612,323	112%	4
Golf Maintenance	1,998,540	1,170,979	1,180,159	1,209,939	103%	
Total Parks and Recreation	4,490,224	3,342,710	3,550,220	3,435,765	97%	
TOTAL GENERAL FUND EXPS.	14,734,771	14,018,840	14,407,955	14,287,776	99%	1
Transfers to other funds						
Debt Service fund	351,205	1,194,432	1,051,827	802,189	76%	
Senior Center Fund	110,622	135,704	147,605	127,460	86%	
Total Transfers Out:	461,827	1,330,136	1,199,432	929,649	78%	1
Increase (decrease) in fund balance	571,310	167,571	(38,891)	124,156		
TOTAL GENERAL FUND USES	15,767,908	15,516,547	15,568,496	15,341,581	99%	

III. EXPENDITURES

Notes to Expenditure Schedule:

- (1) All departments are within budget as of the end of the fiscal year. There are variances within some departments greater/less than 100%, however these fluctuations are based on seasonality and not on definite trends that will cause the department to be over budget later in the year. Any variances greater than 110% (if any) will be addressed by us herein.
- (2) Public Works-Building maintenance was 120% of budget due to higher than expected repairs and maintenance expenditures in city owned properties(eg: City Hall, pro shop, city parks)
- (3) Public Works-Fleet Maintenance was 132% over budget due to higher than expected repairs and maintenance expenditures in city owned vehicles.
- (4) Golf pro shop was 112% of budget due to increased part time personnel costs due to increased play during the year, the pro shop also took over the beverage cart and snack/drink sales in the pro shop which created increased expenditures for food and beverage purchases within the department.

IV) FUNDS SUBSIDIZED BY GENERAL FUND

CHART D-CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-SENIOR CENTER
(100% OF YEAR COMPLETED)

	FY2013-14 ACTUAL	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2015	
Revenues:					
USDA C-1	\$ 9,999	\$ 9,815	\$ 18,000	\$ 18,614	103%
USDA C-2	19,952	18,000	9,815	10,966	112%
Local Grants C-1	97,295	96,759	96,759	91,527	95%
Local Grants C-2	52,168	51,491	51,491	56,190	109%
Local Grants III-B	23,858	20,936	20,936	20,203	96%
LSP Grant	-	-	52,500	64,237	100%
Sales to Va Gardens	15,300	18,375	18,375	15,175	83%
Donations	4,105	-	-	1,740	100%
Total revenues	<u>222,677</u>	<u>215,376</u>	<u>267,876</u>	<u>278,652</u>	104%
Expenditures:					
Administrative Costs	147,980	147,036	155,436	167,447	108%
Catering and operating supplies	140,264	148,888	205,366	186,135	91%
Operating Costs	45,055	53,388	53,563	49,399	92%
Capital Outlay	-	1,768	4,898	3,131	64%
Total expenditures	<u>333,299</u>	<u>351,080</u>	<u>419,263</u>	<u>406,112</u>	97%
Excess (deficiency) of revenues over expenditures	<u>(110,622)</u>	<u>(135,704)</u>	<u>(151,387)</u>	<u>(127,460)</u>	84%
Other financing sources					
Transfers in	<u>110,622</u>	<u>135,704</u>	<u>151,387</u>	<u>127,460</u>	84%
Total other financing sources	<u>110,622</u>	<u>135,704</u>	<u>151,387</u>	<u>127,460</u>	84%
Net change in fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%
Beginning fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**CHART H-CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-SANITATION
(100% OF YEAR COMPLETED)**

	FY2013-14 ACTUAL	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2015		
Operating revenues:						
Sanitation revenues	\$ 2,238,603	\$ 2,346,945	\$ 2,346,945	\$ 2,264,415	96%	
Total operating revenues	<u>2,238,603</u>	<u>2,346,945</u>	<u>2,346,945</u>	<u>2,264,415</u>	96%	
Operating expenses:						
Administrative costs	1,336,178	1,325,819	1,265,819	1,341,408	106%	
Operations and maintenance	323,826	384,522	360,047	383,197	106%	
Disposal costs	666,522	740,256	740,256	695,812	94%	
Depreciation and amortization	89,122	85,000	85,000	92,635	109%	
Total operating expenses	<u>2,415,648</u>	<u>2,535,597</u>	<u>2,451,122</u>	<u>2,513,052</u>	103%	
Operating income (loss)	<u>(177,045)</u>	<u>(188,652)</u>	<u>(104,177)</u>	<u>(248,637)</u>	239%	
Nonoperating revenues (expenses):						
Interest income	988	-	-	1,075	100%	
Interest expense and fees	(7,581)	(5,436)	(5,436)	(5,437)	100%	
Total nonoperating revenues (expenses)	<u>(6,593)</u>	<u>(5,436)</u>	<u>(5,436)</u>	<u>(4,362)</u>	80%	
Income (Loss) before transfers	<u>(183,638)</u>	<u>(194,088)</u>	<u>(109,613)</u>	<u>(252,999)</u>	231%	
Change in net assets	<u>(183,638)</u>	<u>(194,088)</u>	<u>(109,613)</u>	<u>(252,999)</u>	231%	
Total net assets, October 1	<u>796,451</u>	<u>612,811</u>	<u>612,811</u>	<u>612,811</u>		
Total net assets, September 30	<u>\$ 612,813</u>	<u>\$ 418,723</u>	<u>\$ 503,198</u>	<u>\$ 359,812</u>		

**CHART I-CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-STORMWATER
FOR THE PERIOD ENDING SEPTEMBER 30, 2015
(100% OF YEAR COMPLETED)**

	FY2013-14 <u>ACTUAL</u>	FISCAL YEAR 2014-15			<u>% OF ACTUAL VS. BUDGET</u>	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 9/30/2015</u>		
Operating revenues:						
Residential Class I	\$ 228,669	\$ 275,000	\$ 275,000	\$ 246,848	90%	
Total operating revenues	<u>228,669</u>	<u>275,000</u>	<u>275,000</u>	<u>246,848</u>	90%	
Operating expenses:						
Administrative costs	211,305	209,855	209,855	210,153	100%	
Operations and maintenance	126,815	121,927	154,864	142,976	92%	
Depreciation and amortization	178,196	178,000	167,863	178,759	106%	
Total operating expenses	<u>516,316</u>	<u>509,782</u>	<u>532,582</u>	<u>531,888</u>	100%	
Operating income (loss)	<u>(287,647)</u>	<u>(234,782)</u>	<u>(257,582)</u>	<u>(285,040)</u>	111%	
Nonoperating revenues (expenses):						
Interest & other income	95	500	500	-	0%	
Interest expense and fees	<u>(609)</u>	<u>(900)</u>	<u>(900)</u>	<u>(326)</u>	36%	
Total nonoperating revenues (exp)	<u>(514)</u>	<u>(400)</u>	<u>(400)</u>	<u>(326)</u>	82%	
Income (Loss) before transfers	(288,161)	(235,182)	(257,982)	(285,366)	111%	
Change in net assets	<u>(288,161)</u>	<u>(235,182)</u>	<u>(257,982)</u>	<u>(285,366)</u>	111%	
Total net assets, October 1	<u>2,773,404</u>	<u>2,485,243</u>	<u>2,485,243</u>	<u>2,485,243</u>		
Total net assets, September 30	<u>\$ 2,485,243</u>	<u>\$ 2,250,061</u>	<u>\$ 2,227,261</u>	<u>\$ 2,199,877</u>		

Notes:

CITY OF MIAMI SPRINGS
 INVESTMENT SCHEDULE
 Sep-15

<u>Institution</u>	<u>Acct#</u>	<u>Principal Amount</u>
Sabadell United Bank		\$ 2,505,700.72
<i>Subtotal Sabadell United Bank</i>		<i>\$ 2,505,700.72</i>
BB&T Money Market		\$ 983,727.67
<i>Subtotal BB&T</i>		<i>\$ 983,727.67</i>
Total all investments		<i>\$ 3,489,428.39</i>

CASH ON HAND-OPERATING ACCOUNTS:

<i>BB&T Cash on hand-Operating Acct</i>	245,456.72
Total Cash on hand as of 9/30/2015	<i>\$245,456.72</i>
<i>Total Investments and cash on hand</i>	<i>\$ 3,734,885.11</i>

RESTRICTED CASH:

BB&T LETF OPERATING ACCOUNT	\$ 426,108.75
(Law Enforcement Trust-restricted)	<i>\$ 426,108.75</i>
Suntrust Bank-Pool Construction	\$ 4,268,036.03
<i>Suntrust Bank-restricted Pool</i>	<i>\$ 4,268,036.03</i>

VII) ANALYSIS OF CHARGES FOR SERVICES

Chart J-Schedule of Building & Zoning/Code Enforcement
 Comparative for the periods ending September 30, 2015 and 2014
 (100% OF YEAR COMPLETED)

Charges for Services:	YTD 9/30/2015		YTD 9/30/14		
	<u>Building</u>	<u>Code Enforcement</u>	<u>Building</u>	<u>Code Enforcement</u>	
Occupational Licenses - City		\$ 79,916		\$ 72,758	
Occupational Licenses - County		21,948		21,827	
Building Permits	108,265		414,313	-	
Electrical Permits	59,335		90,186		
Plumbing Permits	31,218		47,490		
Roofing Permits	77,058		68,744		
Mechanical Permits	27,656		54,504		
Zoning Permits	46,770		42,513		
Certification of Completions	1,625		3,850		
Structural Permits	23,256		26,260		
Other Permits	176,858		200,769		
Reoccupancy Inspection		24,000		26,000	
Code Enforcement tickets		73,084		23,800	
Total Fees Collected	552,041	198,948	948,629	144,385	
Expenditures:					
Personnel	309,175	144,026	315,775	115,198	
Inspector Costs	138,341		135,087		
Operating costs	38,323	12,775	32,674	10,891	25% of total expenses
Capital outlay					
Indirect costs from allocation	240,340		239,296		
Total expenditures	726,179	156,801	722,832	126,089	
Excess charges for services over expenditures	(174,138)	42,148	225,797	18,296	

The purpose of this report is to show if the charges being collected by the building & zoning /code enforcement departments are more than sufficient to cover the operating expenditures of these departments.

**Chart K-Schedule of Recreation Department Operations
Period Ending September 30, 2015
(100% OF YEAR COMPLETED)**

	Administrative	Pool	Tennis	Maintenance	YTD as of 9/30/2015	YTD as of 9/30/2014
Charges for Services:						
Summer Camp	\$ 164,275				\$ 164,275	\$ 129,745
After School Care	43,780				43,780	22,545
Water Polo/Aquatics Teams		4,373			4,373	38,126
Swimming Pool Admissions		2,700			2,700	11,215
Pool rental		2,160			2,160	68,538
Swim lessons		-			-	7,180
Annual Daddy/Daughter Dance	4,843				4,843	4,453
Vending Machines	2,311				2,311	1,460
Fitness room membership	27,716				27,716	38,122
Pool memberships		653			653	8,015
Fireworks VG	3,000				3,000	3,000
Pelican Playhouse	8,805				8,805	8,985
Rental-recreational Facilities	27,890				27,890	17,836
Basketball Program	29,650				29,650	29,490
Jazzercise Classes	4,206				4,206	3,925
Get Fit Summer Camp	7,900				7,900	5,750
Yoga classes	4,807				4,807	7,115
Other activities	4,025				4,025	5,696
Total Fees Collected	333,208	9,886	-	-	343,094	411,196
Expenditures:						
Personnel	731,608	55,059		29,068	815,735	880,970
Operating costs	520,917	50,177	19,630	95,426	686,150	706,030
Capital outlay	59,657	1,850	27,332	2,915	91,754	73,070
Total expenditures	1,312,182	107,086	46,962	127,409	1,593,639	1,660,070
Excess exp. over charges for services	\$ (978,974)	\$ (97,200)	\$ (46,962)	\$ (127,409)	\$ (1,250,545)	\$ (1,248,874)
Percentage of expenditures collected in fees					21.5%	24.8%

NOTES TO STATEMENTS:

% collected in fees is lower than prior year due to the cost of the pool closing during the year for demolition.

VIII) OTHER FUNDS

CHART L-CITY OF MIAMI SPRINGS
 ACTUAL VS BUDGET REPORT-ROAD & TRANSPORTATION
 (100% OF YEAR COMPLETED)

	FY2013-14 ACTUAL	FISCAL YEAR 2014-15			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2015		
Revenues:						
Peoples Transportation Tax	526,776	503,889	503,889	547,964	109%	
Charges for services	19,451	17,136	17,136	17,136	100%	
Misc Revenues-Interest	-	-	-	84	100%	
Total revenues	<u>546,227</u>	<u>521,025</u>	<u>521,025</u>	<u>565,184</u>	108%	
Expenditures:						
Administrative	84,323	78,075	78,075	85,599	110%	
Contractual/Professional Services	144,861	168,030	158,030	142,663	90%	
Repairs and maintenance	567,649	331,168	341,168	368,168	108%	
Operating Supplies/Road Materials	1,585	1,000	1,000	1,290	129%	
Capital Outlay-Improvements			34,520	20,041	58%	
Capital Outlay-Machinery	<u>32,586</u>	<u>-</u>	<u>22,800</u>	<u>22,763</u>	0%	
Total expenditures	<u>831,004</u>	<u>578,273</u>	<u>635,593</u>	<u>640,524</u>	101%	
Excess (deficiency) of revenues over expenditures	<u>(284,777)</u>	<u>(57,248)</u>	<u>(114,568)</u>	<u>(75,340)</u>	66%	
Net change in fund balance	(284,777)	(57,248)	(114,568)	(75,340)		
Beginning fund balance	<u>422,685</u>	<u>137,908</u>	<u>137,908</u>	<u>137,908</u>		
Ending fund balance	\$ 137,908	\$ 80,660	\$ 23,340	\$ 62,568		

-

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-LAW ENFORCEMENT TRUST FUND
(100% OF YEAR COMPLETED)**

	FY2013-14 <u>ACTUAL</u>	FISCAL YEAR 2014-15			NOTES
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 9/30/2015</u>	
Revenues:					
Fines and Forfeitures	97,503	-	-	3,200	100%
Interest Income	<u>1,698</u>	<u>3,000</u>	<u>3,000</u>	<u>1,373</u>	46%
Total revenues	<u>99,201</u>	<u>3,000</u>	<u>3,000</u>	<u>4,573</u>	152%
Expenditures:					
Administration Expenses	78,378	111,262	153,262	58,429	38%
Police education	610	30,000	30,000	595	2%
Capital Outlay-Vehicles	97,774	1,500	-	-	0%
Capital Outlay-Machinery	<u>-</u>	<u>-</u>	<u>184,500</u>	<u>198,482</u>	0%
Total expenditures	<u>176,762</u>	<u>142,762</u>	<u>367,762</u>	<u>257,506</u>	70%
Excess (deficiency) of revenues over expenditures	<u>(77,561)</u>	<u>(139,762)</u>	<u>(364,762)</u>	<u>(252,933)</u>	69%
Net change in fund balance	(77,561)	(139,762)	(364,762)	(252,933)	
Beginning fund balance	<u>760,557</u>	<u>682,996</u>	<u>682,996</u>	<u>682,996</u>	
Ending fund balance	<u>\$ 682,996</u>	<u>\$ 543,234</u>	<u>\$ 318,234</u>	<u>\$ 430,063</u>	

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-CAPITAL FUND
(100% OF YEAR COMPLETED)**

	FY2013-14 <u>ACTUAL</u>	FISCAL YEAR 2014-15			<u>% OF ACTUAL VS. BUDGET</u>	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 9/30/2015</u>		
Revenues:						
Intergovernmental	\$ -	\$ -	\$ -	\$ -	0%	
Interest and Other Income	<u>153</u>	<u>-</u>	<u>-</u>	<u>1,788</u>	100%	
Total revenues	<u>153</u>	<u>-</u>	<u>-</u>	<u>1,788</u>	100%	
Expenditures:						
General government	3,871	-	-	-	0%	
Capital Outlay	<u>1,137,859</u>	<u>-</u>	<u>6,038,360</u>	<u>1,883,524</u>	31%	
Total expenditures	<u>1,141,730</u>	<u>-</u>	<u>6,038,360</u>	<u>1,883,524</u>	31%	
Excess (deficiency) of revenues over expenditures	<u>(1,141,577)</u>	<u>-</u>	<u>(6,038,360)</u>	<u>(1,881,736)</u>	31%	
Other financing sources						
Issuance of Debt	1,630,737	-	5,543,062	5,586,998	101%	
Transfers in	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%	
Total other financing sources	<u>1,630,737</u>	<u>-</u>	<u>5,543,062</u>	<u>5,586,998</u>	101%	
Net change in fund balance	<u>489,160</u>	<u>-</u>	<u>(495,298)</u>	<u>3,705,262</u>	-748%	
Beginning fund balance	<u>6,138</u>	<u>495,298</u>	<u>495,298</u>	<u>495,298</u>		
Ending fund balance	<u>495,298</u>	<u>495,298</u>	<u>-</u>	\$ 4,200,560		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-DEBT SERVICE FUND
(100% OF YEAR COMPLETED)**

	FY2013-14 <u>ACTUAL</u>	FISCAL YEAR 2014-15			<u>% OF ACTUAL VS. BUDGET</u>	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 9/30/2015</u>		
Expenditures:						
Principal Payments	574,490	895,546	895,546	2,707,671	302%	
Interest Payments	124,282	298,899	298,899	208,497	70%	
Administrative	-	-	-	-	0%	
Total expenditures	<u>698,772</u>	<u>1,194,445</u>	<u>1,194,445</u>	<u>2,916,168</u>	244%	
Excess (deficiency) of revenues over expenditures	<u>(698,772)</u>	<u>(1,194,445)</u>	<u>(1,194,445)</u>	<u>(2,916,168)</u>	244%	
Other financing sources						
Proceeds from refunding	-	-	-	1,986,733		
Transfers in	<u>698,761</u>	<u>1,194,445</u>	<u>1,194,445</u>	<u>932,784</u>	78%	
Total other financing sources	<u>698,761</u>	<u>1,194,445</u>	<u>1,194,445</u>	<u>2,919,517</u>	244%	
Net change in fund balance	<u>(11)</u>	<u>-</u>	<u>-</u>	<u>3,349</u>	100%	
Beginning fund balance	<u>675</u>	<u>-</u>	<u>-</u>	<u>-</u>		
Ending fund balance	<u>664</u>	<u>-</u>	<u>-</u>	<u>\$ 3,349</u>	100%	

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

DESIGNATION	Actual Balance 9/30/2015	FY2015-16 Additions	Reductions	Projected Balance 9/30/2016
1) Additional Contingency-Hurricane Costs (over and above the 25% reserve requirement)	500,000			500,000
3) Council Studio for televising meetings	10,000			10,000
8) Racquetball court maintenance	9,668			9,668
9) Purchase of 2 pre-fab restrooms for the golf course-pending approval to hook up to existing septic tanks.	35,000			35,000
10) Tot Lot Playground	90,000			90,000
	-			-

Total proposed designations	\$ 644,668	\$ -	\$ -	\$ 644,668
Total Available Fund Balance	4,387,802	-	-	4,387,802
Unrestricted, Undesignated fund Balance	<u>3,743,134</u>			<u>3,743,134</u>
25% of FY15-16 Operating expenditures.....				<u>\$ 3,500,000</u>
Excess(deficit) funds available for designation				<u>\$ 243,134</u>

CITY OF MIAMI SPRINGS



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

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

VIA: Ron Gorland, City Manager

FR: William Alonso, CPA, CGFO, Finance Director

DATE: December 14, 2015

SUBJECT: Golf Course (UNAUDITED) Financials for the fiscal year ended September 30, 2015.

Attached hereto are the unaudited financial reports for the Golf Course Fund for the fiscal year ended September 30, 2015. As in the past, the report is divided into three sections as follows: 1) Section A is a comparative profit and loss statement for the fiscal years ending September 30th 2015, 2014, and 2013. 2) Section B is a fiscal year-to-date actual to budget comparison for FY2015. 3) Section C is the FY 2015 year-to-date rounds report.

Key Financial Indicators

The following are key year-to-date indicators from pages A-1, A-2, and C-1 of the attached report.

	<u>Ending</u> <u>9/30/2015</u>	<u>Ending</u> <u>9/30/2014</u>	<u>% Change</u> <u>From 9/30/14</u>	<u>Ending</u> <u>9/30/2013</u>	<u>% Change</u> <u>From 9/30/13</u>
<u>Golf Operations:</u>					
Total Revenues	1,246,786	1,152,605	8.2%	970,096	28.5%
Operating Profit (Loss)	(435,608)	(651,105)	-33.1%	(646,623)	-32.6%
Profit(Loss)including non-golf costs	(595,338)	(863,959)	-31.1%	(692,004)	-14.0%
Pro Shop Costs	609,550	618,974	-1.5%	569,869	7.0%
Maintenance Costs	1,072,844	1,184,736	-9.4%	1,046,850	2.5%
Total Rounds Played	29,404	29,609	-0.7%	29,981	-1.9%
Total Greens Revenues	968,849	919,023	5.4%	812,994	19.2%
Average per Round	32.95	31.04	6.2%	27.12	21.5%
Memberships Sold	68,555	65,380	4.9%	42,845	60.0%
Driving Range revenues	133,414	135,504	-1.5%	100,980	32.1%

Key Financial Indicators (continued)

As you can see from this matrix, the golf revenues increased by 8.2% from the prior year and 28.5% from FY2013, rounds are slightly down 0.7%, and driving range revenues are down 1.5%. Memberships sold are running at 4.9% higher than last year.

On the cost side, YTD maintenance costs are down 9.4% from last year. Pro shop costs are down 1.5% from last year. The operating loss is \$435,608 compared to a loss of \$651,105 last year.

The total bottom line YTD loss is \$595,338 compared to a loss of \$863,959 last year and a loss of \$692,004 for the same period of FY2013.

Page A-1 is a comparative profit and loss for the nine months ended 9/30/15, 9/30/14, and 9/30/13.

Page A-2 is a comparative profit and loss for nine months ended 9/30/15, 9/30/14, and 9/30/13 for the pro shop operation only. The total YTD loss for the current year is \$575,474 compared to losses of \$841,065 as of 9/30/14 and \$665,495 as of 9/30/13.

Page B-1 provides an actual to budget comparison for the current fiscal year.

Page C-1 is an analysis of rounds played for FY2015 and shows a 0.7% decrease in rounds played and a corresponding 5.4% increase in greens revenues. Our average per round is \$32.95 compared to \$31.04 for the same period last year. We have a total of 29,404 rounds played in the period compared to 29,609 for the fiscal year ended 9/30/14.

**CITY OF MIAMI SPRINGS, FLORIDA
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS
FOR THE PERIOD ENDING:**

	<u>9/30/2015</u>	<u>9/30/2014</u>	<u>9/30/2013</u>
TOTAL PRO-SHOP AND GOLF COURSE- REVENUES	<u>1,246,786</u>	<u>1,152,605</u>	<u>970,096</u>
TOTAL PERSONNEL SERVICES	341,772	366,010	295,762
TOTAL OPERATING EXPENDITURES	<u>1,340,622</u>	<u>1,437,700</u>	<u>1,320,957</u>
TOTAL MANAGEMENT OPERATING EXPENDITURES	<u>1,682,394</u>	<u>1,803,710</u>	<u>1,616,719</u>
NET MANAGEMENT EXCESS OF EXP. OVER REV.	<u>(435,608)</u>	<u>(651,105)</u>	<u>(646,623)</u>

OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE GOLF COURSE:

NET TRANSFERS TO (FROM) GENERAL FUND	-	-	-
ADMINISTRATIVE EXPENSES	19,864	22,894	22,319
PROCEEDS FROM DEBT - MAINTENANCE IMPROVEMENTS O/T BUILDINGS	-	(623,843)	4,190
DEBT SERVICE PAYMENT-MAINTENANCE MACHINERY & EQUIPMENT-MAINTENANCE	6,500	160,155	18,872
TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP	<u>-</u>	<u>653,648</u>	<u>-</u>
	<u>159,730</u>	<u>212,854</u>	<u>45,381</u>
EXCESS EXPENDITURES OVER REVENUES	<u>\$ (595,338)</u>	<u>\$ (863,959)</u>	<u>\$ (692,004)</u>

**CITY OF MIAMI SPRINGS, FLORIDA
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS
FOR THE PERIOD ENDING:**

	<u>9/30/2015</u>	<u>9/30/2014</u>	<u>9/30/2013</u>
REVENUES			
GREEN FEES	\$ 871,057	\$ 808,179	\$ 675,986
MEMBERSHIPS	68,555	65,380	42,845
CART REVENUES	48,483	51,640	90,936
RANGE FEES	133,414	135,504	100,980
GOLF - OTHER REVENUES	70,357	36,057	7,564
MERCHANDISE SALES	54,920	55,845	51,785
TOTAL PRO SHOP REVENUES	<u>1,246,786</u>	<u>1,152,605</u>	<u>970,096</u>
PERSONNEL EXPENSES			
REGULAR SALARIES	134,160	170,331	109,244
PART TIME SALARIES	140,353	122,855	130,372
OVERTIME	4	-	640
FICA TAXES	20,998	22,424	18,380
PENSION	16,886	21,756	13,567
MEDICAL INSURANCE	22,802	24,871	10,734
WORKER'S COMPENSATION	6,569	3,773	7,600
UNEMPLOYMENT COMPENSATION	-	-	5,225
TOTAL PERSONNEL SERVICES	<u>341,772</u>	<u>366,010</u>	<u>295,762</u>
OPERATING EXPENSES			
CONTRACTUAL SERVICES	2,903	8,462	16,666
RENTALS AND LEASES	56,212	57,150	66,565
REPAIRS AND MAINTENANCE	4,491	1,633	14,935
PRINTING AND BINDING	4,322	5,294	6,437
PROMOTIONS & ADVERTISING	33,598	34,695	31,642
OTHER CHARGES - BANK & CREDIT CARD CHARGES	23,832	23,639	28,883
OPERATING SUPPLIES	6,481	5,887	7,451
UTILITY SERVICES-ELECTRICITY	18,609	17,411	26,536
UTILITY SERVICES-WATER	543	2,087	384
LIABILITY INSURANCE	16,428	12,428	10,944
TELECOMMUNICATIONS	11,821	11,285	10,912
MERCHANDISE	73,088	60,945	34,875
DRIVING RANGE	9,238	9,952	12,720
OFFICE SUPPLIES	2,211	326	3,764
DUES AND MEMBERSHIPS	2,070	1,770	150
TRAVEL & ENT	1,931	-	1,243
MAINTENANCE (Department Total)	<u>1,072,844</u>	<u>1,184,736</u>	<u>1,046,850</u>
TOTAL OPERATING EXPENDITURES	<u>1,340,622</u>	<u>1,437,700</u>	<u>1,320,957</u>
TOTAL PRO SHOP OPERATION EXPENDITURES	<u>1,682,394</u>	<u>1,803,710</u>	<u>1,616,719</u>
OPERATING PROFIT (LOSS) BEFORE OTHER COSTS	<u>(435,608)</u>	<u>(651,105)</u>	<u>(646,623)</u>
OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP			
DEBT SERVICE PAYMENT-MAINTENANCE	130,595	160,155	18,872
MACHINERY & EQUIPMENT-MAINTENANCE	-	653,648	-
PROCEEDS FROM DEBT -MAINTENANCE	-	(623,843)	-
IMPROVEMENT O/T BUILDINGS - MAINTENANCE	6,500	-	-
TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP	<u>139,866</u>	<u>189,960</u>	<u>18,872</u>
NET PROFIT (LOSS)	<u>\$ (575,474)</u>	<u>\$ (841,065)</u>	<u>\$ (665,495)</u>

**CITY OF MIAMI SPRINGS, FLORIDA
GOLF COURSE
ACTUAL VS ACTUAL- MAINTENANCE EXPENSES
FOR THE PERIOD ENDING:**

MAINTENANCE

	<u>9/30/2015</u>	<u>9/30/2014</u>	<u>9/30/2013</u>
PERSONAL SERVICES			
REGULAR SALARIES	\$ 69,662	\$ 68,261	\$ 78,300
PAYROLL TAXES	5,048	4,982	5,972
PENSION	10,602	10,248	10,410
MEDICAL INSURANCE	11,861	9,982	5,759
WORKER'S COMPENSATION	2,027	1,076	2,310
TOTAL PERSONAL SERVICES	<u>99,200</u>	<u>94,549</u>	<u>102,751</u>
 OPERATING EXPENSES			
PROFESSIONAL SERVICES	10,825	31,290	159,119
CONTRACTUAL SERVICES	438,062	430,558	406,996
REPAIRS AND MAINTENANCE	112,867	186,336	71,907
UTILITY SERVICES-ELECTRICITY	26,478	23,505	29,742
UTILITY SERVICES-WATER	9,075	5,487	8,415
OPERATING SUPPLIES	246,363	283,594	214,088
FUEL, OILS, LUBRICANTS	62,613	63,056	34,740
LIABILITY INSURANCE	12,612	9,182	8,424
TELECOMMUNICATIONS	349	957	642
DUES AND SUBSCRIPTIONS	785	710	-
EDUCATION AND TRAINING	3,840	2,833	365
UNIFORMS	-	3,316	-
RENTALS AND LEASES	49,775	49,363	9,661
TOTAL OPERATING EXPENSES :	<u>973,644</u>	<u>1,090,187</u>	<u>944,099</u>
 IMPROVEMENT O/T BUILDINGS	6,500	-	-
MACHINERY AND EQUIPMENT	-	653,648	-
TOTAL CAPITAL OUTLAY :	<u>6,500</u>	<u>653,648</u>	<u>-</u>
 PRINCIPAL PAYMENTS	130,595	160,155	18,872
PROCEEDS FROM DEBT -MAINTENANCE	-	(623,843)	-
TOTAL DEBT SERVICE	<u>130,595</u>	<u>(463,688)</u>	<u>18,872</u>
TOTAL MAINTENANCE	<u>\$ 1,209,939</u>	<u>\$ 1,374,696</u>	<u>\$ 1,065,722</u>

CITY OF MIAMI SPRINGS, FLORIDA
 GOLF COURSE
 ACTUAL VS ACTUAL- ADMINISTRATION EXPENSES
 FOR THE PRIOD ENDING:

<u>ADMINISTRATION</u>	<u>9/30/2015</u>	<u>9/30/2014</u>	<u>9/30/2013</u>
OPERATING EXPENSES			
UTILITY SERVICES-ELECTRICITY	9,100	10,102	9,305
REPAIRS AND MAINTENANCE	-	-	870
RISK MANAGEMENT	<u>10,764</u>	<u>12,792</u>	<u>12,144</u>
TOTAL OPERATING EXPENSES :	<u>19,864</u>	<u>22,894</u>	<u>22,319</u>
TOTAL ADMINISTRATION	<u>\$ 19,864</u>	<u>\$ 22,894</u>	<u>\$ 22,319</u>

CITY OF MIAMI SPRINGS, FLORIDA
 GOLF & COUNTRY CLUB
 ACTUAL VERSUS BUDGET
 FOR THE PERIOD ENDING 9/30/15

	YTD <u>Actual</u>	YTD <u>Budget</u>	Variance Positive (Negative)
TOTAL PRO-SHOP- REVENUES	<u>1,246,786</u>	<u>1,400,681</u>	<u>(153,895)</u>
TOTAL OPERATING EXPENDITURES	<u>1,682,394</u>	<u>1,585,929</u>	<u>(96,465)</u>
OPERATING PROFIT (LOSS) BEFORE CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>(435,608)</u>	<u>(185,248)</u>	<u>(250,360)</u>
<u>OTHER REVENUES, TRANSFERS, AND EXPENDITURES:</u>			
DEBT SERVICE PAYMENT-MAINTENANCE	130,595	130,595	-
MACHINERY & EQUIPMENT-MAINTENANCE	2,771	3,000	229
IMPROVEMENTS O/T BUILDINGS - MAINTENANCE	<u>6,500</u>	<u>6,500</u>	<u>-</u>
TOTAL CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>139,866</u>	<u>140,095</u>	<u>229</u>
OPERATING PROFIT (LOSS) BEFORE NON-OPERATING COSTS	<u>(575,474)</u>	<u>(325,343)</u>	<u>(250,131)</u>
<u>NON-OPERATING COSTS:</u>			
CITY ADMINISTRATIVE EXPENSES	<u>19,864</u>	<u>20,062</u>	<u>198</u>
TOTAL OTHER NON-OPERATING COSTS	<u>19,864</u>	<u>20,062</u>	<u>198</u>
OPERATING PROFIT (LOSS)	<u>\$ (595,338)</u>	<u>\$ (345,405)</u>	<u>\$ (249,933)</u>

**CITY OF MIAMI SPRINGS, FLORIDA
ACTUAL VS BUDGET-PRO SHOP OPERATIONS
FOR THE PERIOD ENDING 9/30/15**

	<u>YTD</u> <u>ACTUAL</u>	<u>YTD</u> <u>BUDGET</u>	<u>Variance</u> <u>Positive</u> <u>(Negative)</u>
REVENUES			
GREEN FEES	\$ 871,057	\$ 978,623	\$ (107,566)
MEMBERSHIPS	68,555	64,936	3,619
CART REVENUES	48,483	68,630	(20,147)
RANGE FEES	133,414	164,857	(31,443)
GOLF - OTHER REVENUES	70,357	67,636	2,721
MERCHANDISE SALES	54,920	55,999	(1,079)
TOTAL PRO SHOP REVENUES	<u>1,246,786</u>	<u>1,400,681</u>	<u>(153,895)</u>
PERSONNEL EXPENSES			
REGULAR SALARIES	134,160	132,052	(2,108)
PART TIME SALARIES	140,353	91,462	(48,891)
OVERTIME	4	-	(4)
FICA TAXES	20,998	16,181	(4,817)
PENSION	16,886	15,776	(1,110)
MEDICAL INSURANCE	22,802	21,309	(1,493)
WORKER'S COMPENSATION	6,569	7,756	1,187
TOTAL PERSONNEL SERVICES	<u>341,772</u>	<u>284,536</u>	<u>(57,236)</u>
OPERATING EXPENSES			
CONTRACTUAL & PROFESSIONAL SERVICES	2,903	5,000	2,097
RENTALS AND LEASES	56,212	58,000	1,788
REPAIRS AND MAINTENANCE	4,491	5,190	699
FUEL, OILS, LUBRICANTS	1,931	1,000	(931)
PRINTING AND BINDING	4,322	4,500	178
PROMOTIONS & ADVERTISING	33,598	32,950	(648)
OTHER CHARGES - BANK & CREDIT CARD CHARGES	23,832	28,500	4,668
OPERATING SUPPLIES	6,481	6,500	19
UTILITY SERVICES-ELECTRICITY	18,609	17,470	(1,139)
UTILITY SERVICES-WATER	543	675	132
LIABILITY INSURANCE	16,428	16,432	4
TELECOMMUNICATIONS	11,821	8,862	(2,959)
MERCHANDISE	73,088	58,550	(14,538)
DRIVING RANGE	9,238	10,000	762
OFFICE SUPPLIES	2,211	2,200	(11)
DUES AND MEMBERSHIPS	2,070	2,000	(70)
TRAVEL	-	500	500
MAINTENANCE (Department Total)	<u>1,072,844</u>	<u>1,043,064</u>	<u>(29,780)</u>
TOTAL OPERATING EXPENDITURES	<u>1,340,622</u>	<u>1,301,393</u>	<u>(39,229)</u>
TOTAL PRO SHOP OPERATION EXPENDITURES	<u>1,682,394</u>	<u>1,585,929</u>	<u>(96,465)</u>
OPERATING PROFIT (LOSS) BEFORE OTHER COSTS	<u>(435,608)</u>	<u>(185,248)</u>	<u>(250,360)</u>
OTHER (REVENUES) COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP			
TRANSFERS TO DEBT SERVICE FUND	130,595	130,595	-
MACHINERY & EQUIPMENT	2,771	3,000	229
IMPROVEMENT O/T BUILDINGS-MAINTENANCE	6,500	6,500	-
TOTAL OTHER (REVENUES) COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP	<u>139,866</u>	<u>140,095</u>	<u>229</u>
NET PROFIT (LOSS)	<u>\$ (575,474)</u>	<u>\$ (325,343)</u>	<u>\$ (250,131)</u>

**CITY OF MIAMI SPRINGS, FLORIDA
GOLF COURSE
ACTUAL VS BUDGET- MAINTENANCE EXPENSES
FOR THE PERIOD ENDING 9/30/15**

<u>MAINTENANCE</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>Variance Positive (Negative)</u>
PERSONAL SERVICES			
REGULAR SALARIES	\$ 69,662	\$ 68,000	\$ (1,662)
PAYROLL TAXES	5,048	4,289	(759)
PENSION	10,602	9,908	(694)
MEDICAL INSURANCE	11,861	12,231	370
WORKER'S COMPENSATION	2,027	2,360	333
TOTAL PERSONAL SERVICES	<u>99,200</u>	<u>96,788</u>	<u>(2,412)</u>
OPERATING EXPENSES			
PROFESSIONAL SERVICES	10,825	13,000	2,175
CONTRACTUAL SERVICES	438,062	432,000	(6,062)
REPAIRS AND MAINTENANCE	112,867	114,800	1,933
UTILITY SERVICES-ELECTRICITY	26,478	29,000	2,522
UTILITY SERVICES-WATER	9,075	9,894	819
OPERATING SUPPLIES	246,363	219,500	(26,863)
FUEL, OILS, LUBRICANTS	62,613	59,740	(2,873)
LIABILITY INSURANCE	12,612	12,612	-
TELECOMMUNICATIONS	349	650	301
DUES AND SUBSCRIPTIONS	785	900	115
EDUCATION AND TRAINING	3,840	3,000	(840)
UNIFORMS	-	2,500	2,500
RENTALS AND LEASES	49,775	48,680	(1,095)
TOTAL OPERATING EXPENSES :	<u>973,644</u>	<u>946,276</u>	<u>(27,368)</u>
IMPROVEMENT O/T BUILDINGS	<u>6,500</u>	<u>6,500</u>	<u>-</u>
TOTAL CAPITAL OUTLAY :	<u>6,500</u>	<u>6,500</u>	<u>-</u>
TRANSFERS TO DEBT SERVICE FUND	<u>130,595</u>	<u>130,595</u>	<u>-</u>
TOTAL DEBT SERVICE	<u>130,595</u>	<u>130,595</u>	<u>-</u>
TOTAL MAINTENANCE	<u>\$ 1,209,939</u>	<u>\$ 1,180,159</u>	<u>\$ (29,780)</u>

CITY OF MIAMI SPRINGS, FLORIDA
 GOLF COURSE
 ACTUAL VS BUDGET- ADMINISTRATION EXPENSES
 FOR THE PERIOD ENDING 9/30/15

<u>ADMINISTRATION</u>	YTD <u>ACTUAL</u>	YTD <u>BUDGET</u>	Variance Positive <u>(Negative)</u>
OPERATING EXPENSES			
UTILITY SERVICES-ELECTRICITY	9,100	9,300	200
RISK MANAGEMENT	10,764	10,762	(2)
TOTAL OPERATING EXPENSES :	<u>19,864</u>	<u>20,062</u>	<u>198</u>
TOTAL ADMINISTRATION	<u>\$ 19,864</u>	<u>\$ 20,062</u>	<u>\$ 198</u>

CHART E

MIAMI SPRINGS GOLF & COUNTRY CLUB
ANALYSIS OF ROUNDS PLAYED
FOR THE QUARTER ENDING:

GREEN & CART FEES

TYPE RACK RATES	9/30/2015					9/30/2014		
	Number	%	Revenues	%	Avg Per Round	Number	Revenues	Avg Per Round
Weekend Non-Resident	334	1.1%	23,221	2.4%	69.52	409	20,116	49.18
Weekday Non-Resident	577	2.0%	36,364	3.8%	63.02	519	22,494	43.34
Weekend/Holiday Resident	242	0.8%	9,725	1.0%	40.19	1,598	69,426	43.45
Weekend MS?VG Resident	1,653	5.6%	69,875	7.2%	42.27	1,368	55,265	40.40
Weekday MS/VG Resident	1,712	5.8%	59,104	6.1%	34.52	1,393	45,044	32.34
Weekday Dade Resident	912	3.1%	38,231	3.9%	41.92	1,411	56,344	39.93
Weekend dade Resident	3,549	12.1%	176,936	18.3%	49.86	1,432	73,598	51.40
Weekday Resident	1,122	3.8%	47,974	5.0%	42.76	2,441	78,315	32.08
TOTALS FOR TOP RACK RATES	10,101	34.4%	\$ 461,430	47.6%	\$ 45.68	10,571	\$ 420,602	\$ 39.79
SEASONAL(A); DISCOUNT(B); PROMOTIONAL RATES(C)								
Twi-Light-Weekday	3,167	10.8%	112,045	11.6%	35.38	5,301	157,348	29.68
Twi-Light-Weekend	2,626	8.9%	95,379	9.8%	36.32	3,168	98,554	31.11
Shootout (C)	774	2.6%	25,033	2.6%	32.34	809	24,197	29.91
Seniors Weekday		0.0%		0.0%	-	14	327	23.36
Super Twilight after 4		0.0%		0.0%	-	2	37	18.50
Public Service Employees	1,658	5.6%	58,490	6.0%	35.28	152	4,703	30.94
Spectator	741	2.5%	16,183	1.7%	21.84	9	201	22.33
Prime Timers (C)		0.0%		0.0%	-	10	215	21.50
Group rate-weekend	95	0.3%	3,800	0.4%	40.00			#DIV/0!
Premier Card Weekend	974	3.3%	30,175	3.1%	30.98	956	31,270	32.71
GolfNow	2,964	10.1%	11,236	1.2%	3.79	949	9,282	9.78
Junior	339	1.2%	6,144	0.6%	18.12	414	7,231	17.47
Premier Card-Weekday	1,017	3.5%	26,030	2.7%	25.59	449	12,561	27.98
Tourney-Weekend	47	0.2%	1,977	0.2%	42.06			#DIV/0!
Tourney weekday	17	0.1%	765	0.1%	45.00			#DIV/0!
Weekday resident cart Fee		0.0%		0.0%	-	1	23	23.00
PGA Member		0.0%		0.0%	-	3	56	18.67
Can-Am Golf (B)	141	0.5%	5,590	0.6%	39.65	162	5,310	32.78
Weekday Resident Walking	6	0.0%	185	0.0%	30.83	3	60	20.00
Tax Exempt Tournament	251	0.9%	13,050	1.3%	51.99	655	25,141	38.38
Non Resident Walker		0.0%		0.0%	-	15	350	23.33
MS?VG Walker	19	0.1%	482	0.1%	25.37	113	2,395	21.19
Green Light	265	0.9%	-	0.0%	-			-
Public Guest/Dade resident		0.0%		0.0%	-	86	2,364	27.49
TOTALS FOR OTHER DISCOUNTED RACK RATES	15,101	51.4%	\$ 406,564	42.0%	\$ 26.92	13,271	\$ 381,625	\$ 28.76
TOTALS FOR ALL RACK RATES	25,202	85.7%	\$ 867,994	89.6%	\$ 34.44	23,842	802,227	\$ 33.65
Membership Activity:								
Member 18 Hole cart	1,246	4.2%	32,300	3.3%	25.92	2,182	50,968	23.36
9-Hole Member Cart Rate		0.0%		0.0%	-	31	448	14.45
Membership pro rated income		0.0%	68,555	7.1%	0		65,380	0
Member walk	2,956	10.1%		0.0%	0	3,554	-	0
TOTALS FOR ALL MEMBER ROUNDS	4,202	14.3%	\$ 100,855	10.4%	\$ 24.00	5,767	116,796	\$ 20.25
TOTALS FOR ALL PAID ROUNDS THRU 12/31/09	29,404	100.0%	\$ 968,849	100.0%	\$ 32.95	29,609	919,023	\$ 31.04
Employee Rounds	211		-				175	
Comp rounds	47		-				118	

Note:

Data from FORE application with exception of Membership Pro Rated Income from HTE.