



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Billy Bain

Vice Mayor Mara Zapata, Ph.D.
Councilwoman Maria Puente Mitchell

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, April 23, 2018 – 7:00 p.m.** **City Hall, Council Chambers, 201 Westward Drive**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Pastor Ginger Ray Medley of Poinciana United Methodist Church

Salute to the Flag: All Angels Academy will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Presentation of Certificate of Sincere Appreciation Plaque to Code Enforcement Officer Lourdes Tavares in Recognition of 17 Years of Dedicated Service to the City of Miami Springs
 - B) Presentation by Ms. Kristan Best on her Carbon Monoxide awareness in public schools project
 - C) Yard of the Month Award – May 2018 – Luis Paez – 99 N. Royal Poinciana Blvd.
- 5. Open Forum:** Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) April 9, 2018 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**

8. Public Hearings:

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 54, “Tree Protection Program,” Of The City’s Code Of Ordinances To Regulate The Planting And Maintenance Of Trees In Close Proximity To Overhead Utility Lines; Providing For Conflicts; Providing For Severability; Providing For Inclusion In The Code; And Providing For An Effective Date

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

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Professional Services Agreement With Brenda Knight, A Licensed Franchisee Of Jazzercise, Inc.; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Co-Designating The Portion Of Shadow Way Between Payne Drive And Westward Drive As “Mary Ann Goodlett Taylor Way”; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Calling For A Special Election On November 6, 2018 For The Purpose Of Submitting To The City’s Electorate A Ballot Question Regarding Annexation Of Unincorporated Property Contiguous To The City Of Miami Springs; Providing For The City Clerk To Utilize The Services Of Miami-Dade County Supervisor Of Elections For The Special Election; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

D) Approval of Free Movie Night and miscellaneous costs

12. Other Business:

A) Request by Councilwoman Mitchell to discuss the beautification of the boat ramp at the canal by the dog park area and providing accessibility for recreational users (kayaks, etc.); not for vehicle launching of boats

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. 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.



CITY COUNCIL
201 WESTWARD DRIVE
MIAMI, SPRINGS, FL 33166

TELEPHONE:
305-805-5000
FAX:
305-805-5019

April 11, 2018

Dr. Collins,

It is my privilege to announce that Kristan N. Best, candidate for a Masters conferment at Barry University, has engaged the City of Miami Springs, Florida in the promotion of health-related sanctions for our City schools. With specificity, Ms. Best has sought to heighten awareness relating to Carbon Monoxide disbursement, its inherent danger, and a cost-effective methodology toward its detection and ultimate reduction within the school environs.

So stated, she has borne the process of responsible coordination with City Manager William Alonso, and Miami Dade County School Board District 5 member Susan Castillo. Ms. Best shall address the full City Council on April 23rd at 7:00PM with a full presentation promoting the merits of this program, and to seek a city-wide resolution to affect its implementation.

We are appreciative of this effort in the promotion of health-related incentives which focus on our young, as well as the community-at-large.

Respectfully Submitted,

Councilman Robert A. Best

CC: Mayor/Council
William Alonzo Miami Springs City Manager
Susan Castillo MDC SB District 5
Rebecca Sosa MDC Commissioner District 6



CERTIFICATE OF RECOGNITION

Presented to

Luis Paez

Of

99 North Royal Poinciana Boulevard

for their business being designated as

***“YARD OF THE MONTH”
May, 2018***

Presented this 23rd day of April, 2018.

CITY OF MIAMI SPRINGS, FLORIDA

Billy Bain
Mayor

ATTEST:

Erika Gonzalez, MMC
City Clerk



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, April 9, 2018 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 7:00 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor Mara Zapata, Ph.D.

Councilman Bob Best

Councilwoman Maria Puente Mitchell

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Assistant City Manager Tammy Romero

Police Chief Armando Guzman

Public Works Director Tom Nash

Recreation Director Omar Luna

Elderly Services Director Karen Rosson

2. **Invocation:** Offered by Vice Mayor Zapata

Salute to the Flag: The audience led the Pledge of Allegiance and Salute to the Flag

3. **Agenda / Order of Business**

Mayor Bain announced that Item 11D would be deferred to the next meeting, April 23rd.

4. **Awards & Presentations:**

A) Recognizing Mr. William Talbert III President & CEO and members of the Greater Miami Convention & Visitors Bureau (GMCVB) for their partnership with Miami Springs

Mayor Bain asked that Councilwoman Mitchell to join him in presenting a City recognition plaque to Ms. Madeline Paredes of the Greater Miami Convention &

Visitors Bureau for the recent collaboration with City promotions. Mr. William Talbert arrived a little late and was recognized by Mayor Bain upon his arrival. Mr. Talbert thanked the Council for all their support and is looks forward to continue working with the City in the future.

B) Presentation by Nancy Voye of the Rotary Club on the doggy waste station program

Mayor Bain introduced Nancy Voye to the podium; she proceeded to discuss the doggy waste station program that is being offered by the Rotary Club. She informed the Council that her program offers the purchase of the doggy station for \$120.00 in addition to a name plate that can be engraved with the person or organization name that sponsored the station as well. She stated that she wants to keep the City clean and green, that the program will hopefully take off with the support of the public.

5. **Open Forum:** The following members of the public addressed the City Council: Tom Curtis, River Cities Festival.

6. **Approval of Council Minutes:**

A) March 26, 2018 – Regular Meeting

Councilman Best moved to approve the minutes of March 26, 2018. Councilwoman Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda and Mayor Bain voting Yes.

7. **Reports from Boards & Commissions:** None at this time.

8. **Public Hearings:** None at this time.

9. **Consent Agenda: (Funded and/or Budgeted)** None at this time.

10. **Old Business:**

A) Traffic study for the South Royal Poinciana lane and speed limit change

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

The following members of the public addressed the Council: Nery Owens, 169 Corydon Drive, Melissa and Johan Rojas, 250 S. Royal Poinciana Boulevard, Diane Burkhart, 480 S. Royal Poinciana Boulevard, Eglis Rivero, S. Royal Poinciana Boulevard, Enrique Lopez, 421 Forrest Drive.

After some discussion, Vice Mayor Zapata moved to approve the funding of the traffic study. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best,

Councilwoman Mitchell, Councilman Petralanda and Mayor Bain voting Yes.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 54, “Tree Protection Program,” Of The City’s Code Of Ordinances To Regulate The Planting And Maintenance Of Trees In Close Proximity To Overhead Utility Lines; Providing For Conflicts; Providing For Severability; Providing For Inclusion In The Code; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title. She provided some background information as to the proposed changes to amend the current code. Public Works Director Tom Nash was available to answer the Council’s questions.

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

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Urging State Legislators To Amend The State’s Every Student Succeeds Act (Essa) Plan; Providing For Transmittal; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title. Vice Mayor Zapata provided some background information on the State’s non-compliance on the assessment of students and other various items on the proposed plan.

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

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Establishing An Auditor Selection Committee Pursuant To Section 218.391, Florida Statutes; Providing For Committee Membership; Providing For Committee Duties; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title. He read the staff memo for the record.

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

D) Approval of Free Movie Night and miscellaneous costs

This item was deferred to the April 23rd meeting.

12. Other Business:

- A) Presentation by B&A and Lifespan on new Senior Center

This item was heard earlier in the meeting.

William Bermello, architect for the Senior Center project, provided a visual and oral presentation on the proposed project. Jorge Ferrer, Project Manager of B&A Partners Architect/Engineering firm, also addressed the Council's questions. Elderly Services Director was available also to address Council's questions. Doug Gallow of Lifespan also addressed the Council with various improvements to the facility to accommodate the seniors.

Councilwoman Mitchell moved to approve the proposed senior center project as presented. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda and Mayor Bain voting Yes.

Mayor Bain recessed the meeting at 8:25 p.m. and reconvened the meeting at 8:35 p.m.

- B) Discussion item requested by Councilman Jaime Petralanda on renaming a street after Mary Ann Goodlet Taylor

Councilman Petralanda informed the Council that Mrs. Taylor is in hospice and in frail condition. He provided the rest of Council with information on his request. Councilman Petralanda stated that Mrs. Taylor's granddaughter reached out to him with the request on designating a street in the City in Mrs. Taylor's honor. Her granddaughter also provided two suggested locations. He stated that one of the requested streets is, Shadow Way (between Payne Drive and Westward Drive) or Ludlum Drive (between Melrose Drive and Euclid Drive).

Councilwoman Mitchell made a motion to designate the portion of Shadow Way between Payne Drive to Westward Drive to honor Mrs. Taylor. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda and Mayor Bain voting Yes.

13. Reports & Recommendations:

- A) City Attorney

City Attorney had no report at this time.

B) City Manager

City Manager William Alonso reminded the Council that the River Cities Festival Opening Ceremony is on Friday, April 13th at 5:30 p.m. He also stated that the Stafford Golf Tournament is on April 20th at 11:30 a.m.

C) City Council

Vice Mayor Zapata had no report at this time.

Councilman Petralanda had no report at this time.

Councilman Best stated that his daughter Kristan Best is pursuing her Master's degree and part of the requirement to graduate she needs to sponsor a health related project. He is requesting that Council allow a short presentation at the next Council meeting for a project that she has initiated which is to heighten awareness relating to public schools Carbon Monoxide disbursement.

Councilwoman Mitchell announced that on Saturday, April 21st 8:00-10:00 a.m. former Mayor of Virginia Gardens, Paul Bithorn will conduct a Miami Springs Bird Watch Walk on Curtiss Parkway, she encouraged the Council and public to attend.

Mayor Bain stated that he attended a live music concert at the Country Club recently and it was a great event. He also attended the All Angels Emerald City Silver Ball on Saturday which was a great event as well. Mayor Bain said he received an unexpected visitor at his house during the weekend, a little girl named Gaby who brought him cupcakes as a thank you for his service to the City, he took a moment to recognize her and her visit.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:00 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 9th day of April, 2018.*

Billy Bain, Mayor

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



AGENDA MEMORANDUM

Meeting Date: 04/23/2018

To: The Honorable Mayor Bain and Members of the City Council

From: Haydee Sera, City Attorney

Subject: Tree Ordinance – Second Reading

On November 14, 2017, the City Council conducted a workshop to consider ways to address trees that are under or within twenty feet of power lines.

On December 11, 2017, the City Council agreed that the City's Tree Ordinance, which is found in Chapter 54 of the City's Code, should be revised. The City Council's goals are to:

1) Provide residents who have trees in an alley or inside their property that are under or within twenty feet of a power line the opportunity to have the tree cut down without being charged a mitigation fee or bulk trash excess fee.

2) Ensure that any new trees planted on private property be located twenty feet or more away from power lines.

The proposed ordinance amends Chapter 54, the City's Tree Protection Program ordinance. With the proposed additional language in Section 54-06(E), residents will still have to apply for a permit, however, they will not be charged a permit fee, mitigation fee or bulk trash excess fee if they apply to remove a tree that is located under or within twenty (20) feet of an overhead utility line.

The proposed language in Section 54-04 would provide, among other things, that trees planted on residential and non-residential properties cannot be planted under pre-existing utility lines if the tree is one that will grow to a mature height of more than 24 feet or within 20 feet of such line.

All other aspects of the tree ordinance remain the same.

ORDINANCE NO. ____ - 2018

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING CHAPTER 54, "TREE PROTECTION PROGRAM," OF THE CITY'S CODE OF ORDINANCES TO REGULATE THE PLANTING AND MAINTENANCE OF TREES IN CLOSE PROXIMITY TO OVERHEAD UTILITY LINES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Miami Springs (the "City") wishes to amend Chapter 54, "Tree Protection Program," of the City's Code of Ordinances (the "Code"); and

WHEREAS, following Hurricane Irma, the City suffered widespread power outages, including those caused by trees and plant growth interfering with and damaging overhead utility lines; and

WHEREAS, the City seeks to regulate the planting and maintenance of trees in close proximity to overhead utility lines; and

WHEREAS, the City wishes to amend Section 54-04, "Tree Planting Standards," to also apply to trees planted on residential and non-residential properties; and

WHEREAS, the City wishes to amend Section 54-06(E) to exempt from permitting fees and excess bulk trash fees any applications for removal of a tree located under or within twenty (20) feet of an overhead utility line; and

WHEREAS, the City Council hereby finds that the adoption of this Ordinance is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, THAT: ¹

Section 1. **Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

Section 2. **Amending Chapter 54 of the City Code.** That the Code of Miami Springs, Florida is hereby amended by amending Chapter 54, "Tree Protection Program," which Chapter shall read as follows:

Chapter 54 - TREE PROTECTION PROGRAM

¹ Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicted with ~~double strikethrough~~ and double underline.

Sec. 54-01. - Intent.

It is the intent of the regulations contained herein to provide guidelines, controls, and standards for the planting, maintenance, removal and protection of trees within the city. The goal of these regulations is to enhance and insure the continuance of the existing tree canopy within the city so as to provide the community with the health, safety, conservation of energy, general psychological, aesthetic and economic benefits that can be derived therefrom.

Sec. 54-02. - Authority to supervise, enforce, modify and supplement regulations.

- (A) *Staff forester/public works department.* It shall be the duty of the staff forester or a designated representative of the public works department to supervise compliance with the regulations contained herein and to cooperate with, and assist, the code enforcement department in the prosecution of any regulation violation cases.
- (B) *Code enforcement department.* It shall be the duty of the code enforcement department to prosecute violations of the regulations contained herein before the Code Enforcement Board. The code enforcement department may prosecute violations in conjunction and cooperation with the staff forester, public works department, or on its own initiative.
- (C) *Board of Parks and Parkways.* In accordance with the authority granted to this board by §§ 32-30—32-35 of this Code of ordinances, the board shall have the responsibility to study, investigate, develop and recommend to the City Council, at least annually, any modified or supplementary regulations regarding the care, preservation, pruning, planting, replanting, removal, or disposition of trees in the City. In addition, the board shall consider, investigate, make findings of fact, report, and make recommendations regarding any special matter or question referred to it by the City Council.
- (D) *City Council.* The City Council will receive and review all recommendations referred to it by the Board of Parks and Parkways for modification of existing regulations or the addition of supplementary regulations. Any decision to enact regulation modifications or supplementary regulations shall remain within the sole and exclusive legislative jurisdiction of the City Council.

Sec. 54-03. - Definitions.

The following words and phrases shall have the meanings ascribed to them in this section:

Public way. Includes all public streets, roads, boulevards, alleys and sidewalks.

Public area. Includes all public ways, parks and other lands owned or leased by the City.

Tree. Any self-supporting woody plant, usually having a single woody trunk; a potential caliper of two inches or more, and a more or less distinct and elevated head with many branches.

Protected tree. A tree with a minimum caliper of four inches in diameter, one foot above the ground of the species Live Oak, Laurel Oak, Gumbo Limbo, Royal Poinciana, and Mahogany.

Maintenance and protection. Includes all operations of: pruning, spraying, injecting, fertilizing, treating, bracing, doing surgery work, cutting above or below the ground.

Staff forester. The individual appointed to assist the City staff and departments assigned to administer this program by the City Council.

Pruning. The removal of plant parts, dead or alive, in a careful and systematic manner so as not to damage other parts of the plant.

Specimen tree. A tree with any individual trunk which has a caliper larger than 12 inches. All nuisance trees listed in section 54-06(B)(5) are specifically determined to not to be specimen trees.

Tree service/arborist. Any person, company, corporation or service which, for compensation or a fee, performs tree maintenance and protection.

Developed property. Property containing a structure which has a valid certificate of occupancy.

Equivalent replacement. A tree or trees, which due to condition, size and value, is determined by the public works department to be equivalent to the tree to be removed.

Equivalent value. An amount of money which reflects the replacement cost of a tree, (including transportation, planting and initial maintenance to insure survival) based on its size, condition and location, following the international society of arborists tree evaluation formula and the market value.

Topping. A process to flat-cut the top of a tree or to remove more than one-third of the tree crown; hatracking.

Public nuisance. Any tree or shrub or part thereof growing upon private or public property which is determined by the staff forester or public works department representative to endanger the health, safety and general welfare of the City.

Large tree. A tree with a mature height of 40 feet or more in height, a mature canopy wider than 22 feet, and a mature root system wider than 15 feet.

Medium tree. A tree with a mature height of between 26 feet and 39 feet, a mature canopy between 15 feet and 22 feet, and a mature root system between ten feet and 15 feet.

Small tree. A tree with a mature height of 25 feet or smaller, a mature canopy smaller than 15 feet, and a mature root system smaller than ten feet.

Drop-crotch pruning. A specific type of pruning designed to properly reduce the size of trees within the current national arborist association standards, or any subsequent amendments thereto.

Branch collar. Trunk tissue that forms around the base of a branch.

Shade tree. Any tree with a mature crown width that is at least two-thirds of the tree's mature height.

Crown. Main part of the branching of a tree.

Crown width. The width of the crown at its widest point measured on a plane parallel to the ground.

Caliper. A tree measurement that takes the diameter of the tree at 12 inches above the rootball.

Root ball. A group of roots extending from the base of a tree trunk that must be intact when relocating a tree in order to promote survival of the tree.

Nonviable. Not capable of existing and continuing to provide the biological or aesthetic qualities associated with a healthy functioning tree resource.

Effectively destroyed. The cutting, trimming, or damaging of a tree's trunk, branch or root system to the extent that the tree is no longer viable.

Tree removal. Directly or indirectly cutting down, destroying, removing or relocating or effectively destroying (through damaging, trimming, authorizing or allowing the cutting down, destroying, removing, moving or damaging of) any tree.

Sec. 54-04. - Tree planting standards.

The following standards shall be applicable to the planting of all trees within the City, including but not limited to on any City owned or controlled property or right-of-way, and residential or non-residential properties.

- (A) All trees to be planted shall have symmetric crown form, a single trunk or leader, good crown color, no insect damage, well spaced branches, healthy new leaves, healthy well attached bark, strong crotches, adequate root space, and be of at least Florida No. 1 quality.
- (B) All large trees and palm trees to be planted in the swale will be not less than a three inch caliper and 12 feet tall with one main trunk free of branches between five and six feet above ground. All small trees to be planted will be not less than two inches in diameter measured six inches above the ground, and six feet tall.
- (C) All trees shall be planted in line or in an aesthetically ordered manner, except as may be delineated on a landscape plan authorized and approved by the City Council. Large trees shall be planted at a spacing of between 25 and 35 feet from each other; small trees and palm trees shall be planted at a spacing of between ten and 20 feet from each other.
- (D) No tree shall be planted under pre-existing utility lines that will grow to a mature height of more than 24 feet or within 20 feet of such line.

Sec. 54-05. - Tree pruning standards.

The following standards shall be applicable to the pruning of all trees within the City.

- (A) The pruning practices established by the current national arborist association standards, or any subsequent amendments thereto, which are specifically incorporated herein. Copies of these pruning standards shall be maintained by

the public works department and made available for inspection, review and copying.

- (B) All branches too large to be supported by one hand shall be precut to avoid splitting or tearing of the bark. Where necessary, proper equipment should be used to lower large branches or stubs to the ground.
- (C) All cuts shall be made as close as possible to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub. Drop-crotch pruning for overhead utility lines shall be followed.
- (D) All cut limbs shall be removed from the crown upon completion of the pruning.
- (E) Not more than one-quarter of the total crown area should be removed at a single operation. A cutting exceeding this standard will be considered to have rendered the tree nonviable, and shall be presumed, subject to rebuttable evidence to the contrary, to be effective destruction of the tree.
- (F) All trees located on property which are adjacent to any City roadway, alley or other vehicular right-of-way shall have their branches pruned to a clearance height of between 12 and 16 feet, so that no branches shall interfere with the vehicular use of said areas.

Sec. 54-06. - Tree removal standards.

The following standards shall be applicable to the removal of trees within the City.

- (A) It shall be unlawful for any person, directly or by direction, to cut down, destroy, remove or move, or to effectively remove or destroy, through the infliction of damage, any tree within the City without first obtaining a permit from the Building and Zoning Department.
- (B) The following tree removal activities are specifically exempted from the permit, relocation, replacement and mitigation requirements of this chapter:
 - (1) Removal of trees within the property boundaries of developed property which are not specimen or protected trees.
 - (2) Removal of trees for the construction of a new principal single-family residence for an owner-builder so long as the trees are not specimen or protected.
 - (3) Removal of any dead tree.
 - (4) Removal of trees in emergency situations. (See § 54-09 of this chapter for applicable guidelines and provisions).
 - (5) Removal of any of the following nuisance tree species:

	SPECIES	COMMON NAME
(a)	Acacia auriculiformis	Earleaf Acacia

(b)	Albizzia lebeck	Woman's Tongue
(c)	Araucaria heterophylla	Norfolk Island Pine
(d)	Bambusa vulgaris	Tree Bamboo
(e)	Bischofia javanica	Bischofia
(f)	Brassaia actinophylla	Schefflera
(g)	Casuarina spp	Australian Pine
(h)	Cupaniopsis anacardiodes	Carrotwood
(i)	Enterolobium cyclocarpum	Ear Tree
(j)	Eucalyptus spp	Eucalyptus
(k)	Ficus spp	Ficus
(l)	Grevillea robusta	Silk Oak
(m)	Hibiscus tiliaceus	Mahoe
(n)	Melaleuca quinquenervia	Melaleuca
(o)	Metopium toxiferum	Poison Wood
(p)	Psidium quajava/littorale	Guava
(q)	Ricinus communis	Castorbean
(r)	Sapium sebiferum	Chinese Tallow Tree
(s)	Schinus terebinthifolius	Brazilian Pepper
(t)	Syzygium cumini	Java Plum
(u)	Thespesia populnea	Mahoe

- (6) Removal of any tree which has been destroyed or effectively destroyed by an act of God, or by acts outside the control of the legal, beneficial or equitable owner of the real property in which the tree is located, and which acts could not have been prevented by the exercise of reasonable care.
 - (7) Removal of any tree by the City in accordance with the authority and administrative discretion provided in § 54-08 of this chapter.
 - (8) Removal of specimen or non-specimen mango and avocado trees.
- (C) All of the aforesaid trees listed in division (B) of this section which are dead or effectively destroyed, shall be removed by the property owner, without any permit, relocation, replacement or mitigation requirement, so as to protect adjacent properties from damage that may be caused by the dead or effectively destroyed trees.
- (D) *Application for removal permits.* Tree removal permits are required for the removal of any specimen tree not specifically exempted under division (B) of this section. The City shall provide permit application forms which shall be used by permit applicants. An owner, agent of the owner, or lessee of a property may apply for a tree removal permit. If the permit applicant is a lessee, or agent of the owner, a statement from the owner of the property, indicating that the owner has no objection to the proposed tree removal, shall be submitted with the application. The permit applicant shall submit to the City a completed application form which shall include the reasons for the requested removal, the tree size and tree caliper, and the common name of the tree to be removed. Permit application forms shall be accompanied by two diagrams showing the location of the tree to be removed which are subject to review and approval by the Building and Zoning Department. The diagrams shall include the locations of all existing tree resources and all proposed structures or utilities which may require removal or relocation of trees. If the submitted diagrams do not provide sufficient information to determine which trees will be affected by proposed development, the department may require that a tree survey of the site be prepared and submitted to the department for review.
- (E) *Permit fees.* The City shall, by resolution, establish a fee schedule for all matters relating to tree removal, relocation, replacement, monetary contribution, and all administrative reviews necessitated thereby. Applications for removal of any tree located under or within twenty (20) feet of an overhead utility line will be exempt from permitting, mitigation, and any excess bulk trash fees.
- (F) *Review and evaluations of removal permit applications.* A review of each completed tree removal permit application shall be conducted by the Public Works Department. This review and all actions taken by the department shall be conducted under a standard of reasonableness using the best available practices from biology, botany, forestry, landscape architecture and other relevant fields.

- (1) *Specimen trees standards.*
- (a) Specimen trees application. Specimen trees shall be preserved whenever reasonably possible. Upon receipt of an application to remove a specimen tree, the department shall consider the following factors in evaluating said application.
 - 1. Size and configuration of the property.
 - 2. Size and configuration of any proposed development.
 - 3. Location of the tree relative to any proposed development.
 - 4. Whether or not the tree can be preserved under the proposed plan or any alternative plan.
 - 5. Health, condition and aesthetic qualities of the tree.
 - 6. Whether the tree poses a threat to persons or property.
 - (b) Alternate plans. If, upon review of the aforesaid factors, the department determines that a specimen tree cannot reasonably be preserved under the proposed plan, then the applicant shall provide an alternate plan which shall include preservation of the specimen tree and design alterations consistent with the scope and intent of the initially proposed plan. Alterations consistent with the scope and intent of the initially proposed plan may include, but shall not be limited to:
 - 1. An adjustment of building orientation on a site.
 - 2. An adjustment of lot lines within a site proposal for more than one lot when said adjustment will not cause an unreasonable loss of usable space. An applicant shall have the burden of proof in the determination of what constitutes an unreasonable loss of usable space.
 - (c) Specimen tree relocation. If preservation of the specimen tree and any alternate design consistent with the scope and intent of the initial plan are mutually exclusive, then the department may issue a permit to relocate the specimen tree. If the tree removal permit requires relocation, then the applicant shall be required to relocate the tree in a manner that will maintain the canopy within the general vicinity of the removal on the same property or to relocate the tree to a location within the City designated by the Public Works Department.
 - (d) Removal of specimen trees. If relocation of the specimen tree is not feasible, due to the size, health, location, species or any other factor, then a permit may be issued for removal, and tree replacement shall be required. The Public Works Department shall designate an equivalent replacement tree or trees and a location within the city for its planting.
 - (e) Replacement requirements for specimen trees. In the event that replacement is not feasible on-site, then alternative off-site replacement shall be required, or, as a last alternative, there shall be a contribution

made to the City tree trust fund for the full equivalent value of the replacement tree or trees. This trust fund shall be administered by the City Council so as to insure the prompt planting of replacement trees in an area as closely adjacent as is reasonably possible to the area from which a specimen tree was properly removed.

(f) Black olive tree removal and replacement. The following policies, standards, and requirements shall be applicable to the removal and replacement of black olive trees in the City.

1. *Private property removal.* If a property owner wishes to remove a black olive tree from a private property site, the existing tree removal procedures in this ordinance must be followed. Mitigation will be in accordance with existing rules and standards if the tree is not causing damage to the subject property. However, the amount of mitigation required may be reduced by one-half if, in the sole discretion of the Public Works Department, the subject tree is causing damage to the subject property. In all cases, the property owner shall bear the full cost of removal and disposal of the removed tree. As a condition of removal, the property owner and the City must reach an agreement for the replacement of the removed black olive tree with a City approved tree or for the payment of the required mitigation amount into the City Tree Fund prior to the removal of the specimen tree.

2. *Public property removal.* If a property owner requests the removal of a black olive tree from the City swale or right-of-way property, the decision regarding the removal shall be at the sole and exclusive discretion of the Public Works Department. If removal is permitted, the City shall pay for the cost of removal and disposal of the removed tree, and the adjacent property owner shall be required to pay one-half of the required mitigation for the removed tree prior to the removal of the tree. In addition to the foregoing, the established policy of the City in regard to the removal of black olive trees from public property mandates that no more than 20 such trees shall be removed during any fiscal year of the City and that the City will replace all removed trees during its annual Black Olive Tree Replacement Program.

(g) Exemption from relocation replacement and contribution requirements. An applicant may be exempt from the relocation, replacement and contributions previously set forth herein under the following conditions:

1. Subject to the review and approval of the City Public Works Department, and upon the submittal of a statement from a landscape architect registered in the state, or from an accredited graduate forester, which indicates that a specimen tree, due to disease, condition, growth habit or any other reasonable botanical

factor, does not provide the aesthetic or environmental contribution associated with the specimen tree. Said statement shall include the specific reason(s) for the claimed exemption.

2. When preservation of the specimen tree would cause an unreasonable risk to existing property.
 3. When a site contains more than one specimen tree, and 50 percent or more of the existing specimen trees and at least 50 percent of the existing specimen tree canopy area is preserved.
 4. When a specimen tree is determined by the Public Works Department to be undesirably located or that it may pose a threat to other adjacent specimen trees.
- (2) *Compliance.* If the application for a tree removal permit is filed in conjunction with the construction and development of real property within the City, no Certificate of Occupancy shall be provided to the subject property until all applicable provisions of this chapter have been met.
- (G) *Tree protection requirements during construction.* During site development, protection requirements for trees designated for preservation shall include, but not be limited to, the following:
- (1) Protective barriers shall be placed around each tree, cluster of trees, or the edge of the preservation area no less than six feet (in radius) from the trunk of any protected tree cluster or preservation area unless a lesser distance is specified by the Public Works Department. Protective barriers shall be a minimum of four feet above ground level and shall be constructed of wood, plastic or metal, and shall remain in place until development is completed and the Public Works Department has authorized their removal. Protective barriers shall be in place prior to the start of any construction.
 - (2) Understory plants within protective barriers shall be protected.
 - (3) No oil, fill, equipment, building materials or building debris shall be placed within the areas surrounded by protective barriers, nor shall there be disposal of any waste materials such as paints, oils, solvents, asphalt, concrete, mortar or any other materials harmful to trees or understory plants within the areas surrounded by protective barriers.
 - (4) Trees shall be braced in such a fashion as to not scar, penetrate, perforate or otherwise inflict damage to the tree.
 - (5) Natural grade shall be maintained within protective barriers. In the event that the natural grade of the site is changed as a result of site development, such that the safety of the tree may be endangered, tree wells or retaining walls are required.
 - (6) Underground utility lines shall be placed outside the areas surrounded by protective barriers. If said placement is not possible, disturbance shall be minimized by using techniques such as tunnelling.

- (7) Fences and walls shall be constructed to avoid disturbance to any protected tree. Post holes and trenches located close to trees shall be dug by hand and adjusted as necessary, using techniques such as discontinuous footings, to avoid damage to major roots.
- (H) *Tree relocation standards.* The relocation of any tree shall be consistent with the following minimum standards:
 - (1) Trees other than palms:
 - (a) Tree roots shall be severed in such a manner as to provide a root ball which is sufficient to ensure survival of the tree when relocated. A sufficiently-sized planting hole shall be provided at the relocation site to ensure successful regrowth.
 - (b) After root severing, adequate time shall be allowed prior to replanting to ensure survival of the tree(s). After root severing and prior to relocation, tree(s), shall be watered a minimum of twice weekly. After relocation, tree(s) shall be watered a minimum of four times each week until the tree(s) are established.
 - (c) During removal and transportation of the tree, the root ball and vegetative portion of the tree shall be protected from damage from wind or injury. Any tree that dies or becomes nonviable within 12 months of relocation shall be replaced.
 - (2) Palm trees.
 - (a) A ball of earth at least one foot from the base of the tree shall be moved with the tree.
 - (b) All fronds on Sable Palms shall be trimmed around the bud prior to relocation.
 - (c) The bud shall be protected from damage or injury during relocation.
 - (d) Any palm that dies or becomes nonviable within 12 months of relocation shall be replaced.

Sec. 54-07. - Tree abuse prohibited.

It shall be unlawful to abuse any protected or specimen trees located within the City of Miami Springs or any other trees located on City owned or controlled property or right-of-way.

- (A) The following acts shall constitute tree abuse:
 - (1) Damage inflicted upon any part of a tree, including its root system, by machinery, mechanical devices, soil compaction, excavation, vehicle accidents, chemical applications, changes to the natural grade, fire, storage or disposal of toxic or hazardous substances, acts of animals.
 - (2) Damage inflicted to or cutting upon a tree which permits infection or pest infestation.

- (3) Cutting upon any tree which destroys its natural shape.
 - (4) Topping; hatracking.
 - (5) Bark removal of more than one-third of the tree caliper.
 - (6) Tearing and splitting of limb ends or peeling and stripping of bark.
 - (7) Use of climbing spikes.
 - (8) Fastening any sign, rope, wire or object by nail, staple, chemical substance, or other adhesive means to, through or around any tree.
 - (9) Any pruning in violation of the practices established by the national arborist association.
 - (10) Any act that would cause a tree to become nonviable.
- (B) Any act of tree abuse that renders a protected or specimen tree to be nonviable or effectively destroyed shall constitute "effective removal" and require full compliance with § 54-06 of this article.

Sec. 54-08. - Public property planting and maintenance standards.

Notwithstanding anything contained in this section to the contrary, the city shall have the sole and exclusive right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public areas, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of all public grounds. The city may remove or cause to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature constitutes a public nuisance or is injurious to sewers, electric lines, gas lines, water lines or other public improvements, or is afflicted with any injurious fungus, insect or pest. This section does not prohibit the planting of trees adjacent to any public ways by adjacent property owners provided that the trees are properly placed and maintained in accordance with the tree planting and maintenance standards contained herein.

Sec. 54-09. - Applicability to utility companies.

Except as may be provided in the "Booklet of Minutes and Agreements" established jointly by Florida power and light company and the ad hoc tree committee on September 23, 1991 (a copy of which is permanently maintained in the public works department and is available for review and inspection), the provisions of this chapter are applicable to all utility companies.

Sec. 54-10. - Emergency provisions.

In the event that it is believed that any tree in the City is in such a hazardous condition so as to endanger the public health, safety and general welfare unless it is immediately removed, the City Manager, or his designee, may verbally authorize the removal of such tree following a personal inspection of the subject tree without the securing of a removal permit as required by this chapter. In addition, the provisions and requirements of this chapter may be temporarily stayed by a majority vote of the City Council following the occurrence of a hurricane, tornado, flood, or other natural disaster.

Sec. 54-11. - Enforcement.

Any violations of the provisions and requirements of this chapter shall be prosecuted on behalf of the City by the Code Enforcement Department before the Code Enforcement Board in accordance with its rules, regulations, and procedures as mandated in §§ 32-65—32-71 of this Code of Ordinances or in accordance with the rules, regulations and procedures contained within the City's Supplemental Code Enforcement Citation System codified in Code of Ordinance § 101-01. Nothing contained herein shall in any way limit any other department of City government from participating and assisting in the prosecution of violations of this chapter.

Section 3. **Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Inclusion in Code.** That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. **Effective Date.** That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING this 9th day of April, 2018, on a motion made by Vice Mayor Zapata and seconded by Councilman Best.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2018, on a motion made by _____ and seconded by _____.

Vice Mayor Mara Zapata	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

BILLY BAIN, MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

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

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



AGENDA MEMORANDUM

Meeting Date: 4/23/2018

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Jazzercise Agreement

Jazzercise is a very popular program in Miami Springs that provides our community with an opportunity for fitness and health.

Jazzercise will be utilizing the multi-purpose room on the first floor of the Community Center on Tuesday's and Thursday's afternoons from 5:00 P.M. to 6:00 P.M., Monday's thru Thursday's from 6:00 P.M to 7:00 P.M. , and Saturday mornings from 10:00 A.M to 11:00 A.M. This Agreement shall be for a period of one (1) year beginning on April 1, 2018 and ending on March 31, 2019. The City may renew the Agreement for up to two (2) additional one (1) year terms.

Brenda and Tatiana Knight and the Jazzercise coaches do an excellent job of providing our Community with a professional program. They also have a great working relationship with the Recreation Department. It is recommended that we continue to work together with Jazzercise, Inc., by approving the attached agreement.

Submission Date and Time: 4/18/2018 12:01 PM

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

RESOLUTION NO. 2018 –

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BRENDA KNIGHT, A LICENSED FRANCHISEE OF JAZZERCISE, INC.; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Miami Springs (the “City”) is desirous of providing the widest variety of recreational and educational activities for citizens on a continuing basis; and

WHEREAS, Brenda Knight, individually and as a licensed franchisee of Jazzercise, Inc., a California Corporation (“Provider”), has taught a dance fitness program, known as Jazzercise, at the City’s Community Center for several years and seeks to continue providing services to the City; and

WHEREAS, the City Council seeks to approve a Professional Services Agreement, in substantially the form attached hereto as Exhibit “A” (“Agreement”), with the Provider, and authorize the City Manager to execute the Agreement and take action in furtherance hereof; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

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

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

Section 2. Approval. The City Council hereby approves of the Agreement.

Section 3. Authorization. The City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form and legality.

Section 4. Implementation. The City Council hereby authorizes the City Manager to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Mara Zapata	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 23rd day of April, 2018.

BILLY BAIN, MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

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

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

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI SPRINGS, FLORIDA
AND
BRENDA KNIGHT, A LICENSED FRANCHISEE OF JAZZERCISE, INC.**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI SPRINGS, FLORIDA
AND**

BRENDA KNIGHT, A LICENSED FRANCHISEE OF JAZZERCISE, INC.

THIS AGREEMENT (“Agreement”) is entered into this 23rd day of April, 2018 by and between the City of Miami Springs, Florida, a Florida Municipal Corporation, (“City”) and Brenda Knight, individually and as a licensed franchisee of Jazzercise, Inc., a California Corporation (“Provider”).

RECITALS:

WHEREAS, Provider has approached the City to solicit authorization to utilize the Multi-Purpose Room in the Community Center located at 1401 Westward Drive, Miami Springs, FL 33166 to conduct a Jazzercise dance fitness program on Monday through Thursday evenings and Saturday mornings; and

WHEREAS, the City is desirous of providing the widest variety of recreational and educational activities for citizens on a continuing basis; and

WHEREAS, the City Council has determined that, subject to the terms and conditions of this Agreement, it is in the best interests of the City to authorize the limited usage of the Miami Springs Community Center for the purposes proposed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the mutual sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Definitions. The following words and phrases shall have the meaning set forth herein:

- a. “City” shall mean the City of Miami Springs, Florida.
- b. “Community Center” shall mean the building located at 1401 Westward Drive, Miami Springs, FL 33166.
- c. “Jazzercise” shall mean a Jazzercise®, Inc. dance fitness program taught by the Provider under a non-exclusive license from Jazzercise, Inc.
- d. “Multi-Purpose Room” shall mean the multi-purpose room located on the first floor of the Community Center.
- e. “Premises” shall mean the Multi-Purpose Room, Community Center, and/or any other location that the Provider is authorized to use pursuant to this Agreement. _____
- f. “Provider” shall mean Brenda Knight, as a licensed franchisee of Jazzercise, Inc.

Section 2. Use of Premises. The City hereby grants Provider the right to utilize the Multi-Purpose Room on Tuesday and Thursday afternoons from 5:00 P.M. to 6:00 P.M., Mondays through Thursdays from 6:00 P.M. to 7:00 P.M., and Saturday mornings from 10:00 A.M. to 11:00 A.M., for the operation of Jazzercise upon the terms and conditions set forth herein. Notwithstanding the foregoing, the City reserves the right to utilize the areas being provided to Provider upon reasonable advance notice for City-related or sponsored activities, so long as a suitable alternate facility location is provided.

Section 3. Payments for Usage. Throughout the term of this Agreement, Provider agrees to pay the City a monthly use fee of three hundred dollars (\$300.00) which is due in advance and without need for invoicing on the first of each month commencing April 1, 2018. Payments received more than 10 days after the due date will be subject to a twenty dollar (\$20.00) per day late payment fee.

Section 4. Maintenance of Premises. Provider agrees to clean and maintain the area used for its activities so that it is returned to the City in the same condition as received. In the event that Provider does not comply with this section, Provider agrees to reimburse the City for the actual costs incurred in cleaning the facility following its use and/or repairing the Facility following its use.

Section 5. Acceptance of Agreement. Provider hereby accepts this Agreement granted by the City for the use of the Multi-Purpose Room on the first floor of the Community Center for the operation of Jazzercise upon the terms and conditions set forth herein.

Section 6. Term of Agreement; Renewals. This Agreement shall be for a period of one(1) year beginning on April 1, 2018 and ending on March 31, 2019. The City may renew the Agreement for up to two (2) additional one (1) year terms.

Section 7. Effective Date. The effective date of this Agreement shall be April 1, 2018 (“Effective Date”).

Section 8. Termination of Agreement. This Agreement may be terminated by either party hereto, without cause, by providing the other party written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective thirty (30) days from receipt of said written notice.

Section 9. Confidentiality. In the performance of this Agreement, Provider may be exposed to the confidential information of the City and other entities. Provider shall not disclose to any party, other than the City Manager, Finance Director and those other City representatives authorized in writing by the City Manager, any such confidential information acquired during the performance of Provider’s services for the City. Regardless of the term of this Agreement, Provider shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the City’s business and all information relating to the management services provided shall be presumed to be confidential, except as may be provided by law, and as same shall have been published or otherwise made freely available to the general public without restriction.

Section 10. Insurance. Provider shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of Provider’s insurance and shall not contribute to Provider’s insurance. The insurance

coverage shall include at a minimum the amounts set forth in this Section and may be increased by the City as it deems necessary or prudent.

- a. **Commercial General Liability.** Provider shall secure and maintain Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverage and eliminate the exclusion with respect to property under the care, custody and control of the City. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. **Workers Compensation and Employer's Liability.** Provider shall secure and maintain Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of Provider shall be allowed to provide Jazzercise services or act pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. **Business Automobile Liability.** Provider shall secure and maintain Business Automobile Liability insurance with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Worker's Compensation Insurance), no later than ten (10) days prior to the Effective Date of this Agreement. Each certificate shall include no less than (30) thirty-days' advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. Provider shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the Effective Date of this Agreement, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any

policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

- e. **Additional Insured.** Except with respect to Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the Provider resulting from the services performed by or on behalf of the Provider in performance of this Agreement. Provider's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Provider's insurance. Provider's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- f. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. Provider shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- g. **Survival.** The provisions of this section shall survive termination of this Agreement.

Section 11. Hold Harmless and Indemnification. In addition to the aforementioned required insurance coverage to be provided to the City, Provider shall hold the City, including its officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of actions, liability, costs, expenses, and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the licensed Premises, arising from the services, acts, actions, omissions or failures to act of Provider or of any of its employees, agents, representatives, invitees, or guests. Additionally, the protections provided by this provision shall also include any costs, expenses, or legal fees the City may incur in establishing that Provider or its insurer are responsible to provide protection, coverage, and representation to the City, its officials, employees, and representatives for any incident that may occur during the term hereof. This section shall survive termination of this Agreement.

- a. **First Aid Indemnification.** Provider further releases the City and its officers, agents, employees, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorney's fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or in any manner connected with any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses during participation in any activities contemplated by this Agreement. This section shall survive termination of this Agreement.

Section 12. Prohibited Activities and Compliance with Laws. Provider shall not use the Premises for any inappropriate or unlawful purpose and shall comply with all State, County and City laws, statutes, ordinances, policies, rules and regulations applicable now, or in the future, for the operation of the Jazzercise Program and use of the premises. Provider shall not

permit any offensive, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City, county or state on the Premises.

Section 13. **Nondiscrimination.** Provider represents and warrants to the City that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the performance of this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

Section 14. **Licensed or Registered Personnel.** All services to be rendered by Provider under this Agreement, which are required by law to be performed by or under the direction of a duly licensed or registered professional, shall be rendered in compliance with such requirements.

Section 15. **Assignment.** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the City Manager, whose consent may be withheld or conditioned in the City Manager's sole and exclusive discretion and that any such decision by the City shall be presumed to be reasonable.

Section 16. **Independent Relationships.** None of the provisions of this Agreement are intended to create nor shall they be deemed or construed to create any relationship between the City and Provider other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. It is expressly agreed by the Parties that this is a rental agreement and is not a conditional sales contract. Neither of the Parties hereto, nor any of their respective employees shall be construed to be the employer, agent or representative of the other.

Section 17. **Third Party Beneficiaries.** Neither Provider nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

Section 18. **No Authority to Bind Municipality.** Provider shall have no authority to contract for or legally bind the City with respect to any matter, including but not limited to the subject matter of this Agreement.

Section 19. **Non-Exclusivity.** This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to contract for the same or similar kind of Jazzercise services to be provided by the Provider from other sources at the Premises or other City-owned or Agreementd facilities during the term of this Agreement. The Provider is not precluded from providing the same or similar Jazzercise services for other parties so long as such other engagements do not interfere with the Provider's provision of Jazzercise services to the City.

Section 20. **Audit and Inspection Rights.**

- a. The City may, at reasonable times, and for a period of up to three years following the date of final performance of Jazzercise services by Provider under this Agreement, audit, or cause to be audited, those books and records of Provider that are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- b. The City may, at reasonable times during the term hereof, inspect Provider's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Jazzercise services required to be provided by Provider under this Agreement conform to the terms of this Agreement. Provider shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representative(s).

Section 21. **Public Records.** The Parties agree that they will comply with any and all requirements imposed upon them by Chapter 119, Florida Statutes, Florida's Public Records Act. Where the words "Contractor," "Public Agency," or "Contract" are used in this Section, they shall be deemed to mean "Provider," the "City," and "Agreement," respectively. The Contractor is required to comply with Florida's public records law and specifically to:

- a. Keep and maintain public records required by the Public Agency to perform the service.
- b. Upon request from the Public Agency's custodian of public records, provide the Public Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Public Agency.
- d. Upon completion of the Contract, transfer, at no cost, to the Public Agency all public records in possession of the Contractor or keep and maintain public records required by the Public Agency to perform the service. If the Contractor transfers all public records to the Public Agency upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Public Agency, upon request from the Public Agency's custodian of public records, in a format that is compatible with the information technology systems of the Public Agency.
- e. **Public Records Disclosure Pursuant to Section 119.0701, Florida Statutes: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE**

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF MIAMI SPRINGS, ATTN; CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FLORIDA 33166, 305-805-5006.

Section 22. **Binding Effect.** This Agreement shall be binding upon and enforceable against any successors of each respective party.

Section 23. **Waiver.** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver of such right. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 24. **Intent to be Legally Bound.** By signing this Agreement, the Parties confirm and state that they have carefully read the Agreement, that they know the contents thereof, that they fully expect to carry out each and every provision, and that they intend to be legally bound by the rights and obligations set forth herein.

Section 25. **Headings.** The headings for each section in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.

Section 26. **Complete Agreement.** This document shall represent the complete agreement of the Parties. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 27. **Amendments or Modifications.** It is anticipated that the terms and conditions of this Agreement may be periodically amended or modified. Any amendment or modification to this Agreement must be in writing and duly executed by all Parties to this Agreement.

Section 28. **Severability.** The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.

Section 29. **Counterparts.** The Parties hereto may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the Parties hereto, shall have the same force and effect of an original. All such counterparts shall be deemed to constitute one and the same instrument.

Section 30. **Signing Authority.** The signatory for each party personally certifies and represents that he or she is authorized to sign on behalf of such party.

Section 31. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Miami-Dade County, Florida, or, in the event of federal jurisdiction, in the Southern District of Florida.

Section 32. **Waiver of Trial By Jury.** **BY ENTERING INTO THIS AGREEMENT, THE CITY AND PROVIDER EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

Section 33. **Attorneys' Fees and Costs.** If the City or Provider incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be entitled to recover all such costs and expenses, including but not limited to court costs, and reasonable attorneys' fees incurred during litigation, including any trials and appeals.

Section 34. **Deadlines.** Whenever a deadline designated in this Agreement falls on a Saturday, Sunday, or Legal Holiday as defined in Section 683.01, Florida Statutes, as it may be amended from time to time, the deadline shall be extended to the next business day.

Section 35. **Calendar Days.** Unless otherwise stated, all references to "days" shall mean calendar days, not business days.

Section 36. **Miscellaneous.**

- a. It is understood that Provider shall perform all Jazzercise services set forth herein in a good and workable manner. City reserves the right to terminate this Agreement for any reason at any time, including, but not limited to, Provider misconduct, insufficient number of participants, or unavailability of facilities. In the event of termination by the City, the Provider shall not be entitled to any damages and shall not be entitled to any compensation other than that earned prior to notification by the City that this Agreement has been terminated.
- b. Provider shall, without expense to the City, be responsible for obtaining any necessary licenses in connection with the performance of the Jazzercise services specified herein.
- c. Provider shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the City, and the public property of others. Provider shall be responsible for all Jazzercise services performed until completion of this Agreement.

- d. Provider shall not promote any privately owned business or studio in any City facility or solicit a participant in a City facility class for any privately-owned business or studio. It is further understood that such action(s) may result in immediate termination of this Agreement.
- e. **Background Check.** Prior to the execution of this Agreement, the Provider shall furnish the City with a copy of a screening and background check, including a criminal background check for Provider and Provider’s officials, agents, employees or subcontractors providing Jazzercise services under this Agreement. The Provider shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Jazzercise services under this Agreement. In the event that additional individuals are authorized to perform such Jazzercise services, the Provider shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Jazzercise services. It shall be in the City Manager’s complete and sole discretion as to whether the type of check and the results are acceptable.

Section 37. Notices. All notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

- a. For the City of Miami Springs: City of Miami Springs, Attn: William Alonso, City Manager, 201 Westward Drive, Miami Springs, FL 33166
 - i. With a copy to the City Attorney: Daniel Espino, Esq., City Attorney, Weiss Serota Helfman Cole & Bierman, P.L., 2525 Ponce De Leon Boulevard, Suite 700, Coral Gables, FL 33143
- b. For Brenda Knight: 20 Deer Run, Miami Springs, FL 33166
 - i. With a copy to: _____

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date first written above and affirm that they have the power to do so on behalf of the City of Miami Springs, Florida and Brenda Knight, individually and as a licensed franchisee of Jazzercise, Inc.

WITNESSES:

CITY OF MIAMI SPRINGS, FLORIDA

By: _____

Print Name: _____

By: _____

City Manager

By: _____

Print Name: _____

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **William Alonso, as City Manager of the City of Miami Springs, Florida**, who is personally known to me or who has produced _____ as identification, and did take an oath.

Notary Commission

Notary Public, State of Florida

Approved as to form and legal sufficiency
for the sole use and benefit of the
City of Miami Springs, Florida:

By: _____

City Attorney

Weiss Serota Helfman Cole & Bierman, P.L.

WITNESSES:

BRENDA KNIGHT, Individually and as a
Licensed Franchisee of Jazzercise, Inc.

By: _____

Print Name: _____

By: _____

Brenda Knight

By: _____

Print Name: _____

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by **Brenda Knight, Individually and as a Licensed Franchisee of Jazzercise, Inc.**, who is
personally known to me or who has produced _____
as identification, and did take an oath.

Notary Commission

Notary Public, State of Florida

RESOLUTION NO. 18-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CO-DESIGNATING THE PORTION OF SHADOW WAY BETWEEN PAYNE DRIVE AND WESTWARD DRIVE AS “MARY ANN GOODLETT TAYLOR WAY”; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Miami Springs (the “City”) Council hereby determines that it is in the best interest of the City to recognize and honor Mary Ann Goodlett Taylor (“Ms. Taylor”) for her service and contributions to the City; and

WHEREAS, Ms. Taylor was born on October 21, 1929 in Hialeah, Florida, and moved with her family to her home on Shadow Way in Miami Springs in 1934; and

WHEREAS, Ms. Taylor passed away on April 13, 2018; and

WHEREAS, Ms. Taylor’s father, Hiram Owen Goodlett, came to Florida from Alabama in July 1925 to work in Florida’s land boom and served as a chauffeur and gardener at the Glenn H. Curtiss Estate (the “Curtiss Mansion”) from 1933 to 1943; and

WHEREAS, Ms. Taylor had fond memories of the kindness of the Curtiss Family and of playing on the grounds of the Curtiss Mansion with the Curtiss’ dog, Rex; and

WHEREAS, Ms. Taylor attended Hialeah Elementary until Miami Springs Elementary, a Works Progress Administration project, opened in 1937; and

WHEREAS, Ms. Taylor also attended Hialeah Junior High and graduated from Miami Edison Senior High in 1947; and

WHEREAS, on April 17, 1949, Ms. Taylor married Francis “Franny” Taylor, an Everglades preservationist, who won the Florida Wildlife Federation Award for the development of Wildlife Survival Islands and built the first all-aluminum airboats; and

WHEREAS, Ms. Taylor enjoyed horseback riding with her horse, Rex (who was named after the Curtiss family’s dog), around Hialeah and Miami Springs and getting intimately acquainted with the residents and area; and

WHEREAS, in 1983, due to her extensive knowledge of the local area, Ms. Taylor was appointed to the inaugural board of the Miami Springs Historic Preservation Board; and

WHEREAS, Ms. Taylor was a charter member and past officer of the Miami Springs Historical Society, which was established in 1987, and on which she served on the Board of Directors for 30 years; and

WHEREAS, Ms. Taylor served as a historian for the City, the Miami Springs Historical Society, and the Curtiss Mansion, Inc., an entity which was established to save and restore the historic Curtiss Mansion; and

WHEREAS, Ms. Taylor served as curator of the Miami Springs Historical Museum since it was founded in 1987 by John Stadnik, who had collected historical documents since he came to the City in 1947 and who complimentary admitted patrons to the museum, which was located above his pharmacy; and

WHEREAS, Ms. Taylor has been considered a gracious, kind person, who was committed to saving and teaching the history of the City; and

WHEREAS, the City Council has determined that it is proper and appropriate to recognize and memorialize Ms. Taylor's contributions to the City by designating the portion of Shadow Way between Payne Drive and Westward Drive as "Mary Ann Goodlett Taylor Way"; and

WHEREAS, the City Council finds that adoption of this Resolution is in the best interest of the City.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Co-Designation. The City Council hereby approves the co-designation of the portion of Shadow Way between Payne Drive and Westward Drive as "Mary Ann Goodlett Taylor Way."

Section 3. Authorization. The City Council authorizes the City Manager to take all actions necessary to implement this Resolution. The City Manager is authorized to place the appropriate signage or markers along the designated area.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Vice Mayor Mara Zapata	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 23rd day of April, 2018.

BILLY BAIN, MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

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

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

RESOLUTION NO. 18-_____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CALLING FOR A SPECIAL ELECTION ON NOVEMBER 6, 2018 FOR THE PURPOSE OF SUBMITTING TO THE CITY'S ELECTORATE A BALLOT QUESTION REGARDING ANNEXATION OF UNINCORPORATED PROPERTY CONTIGUOUS TO THE CITY OF MIAMI SPRINGS; PROVIDING FOR THE CITY CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") has been involved in the proposed annexation of property located within the unincorporated areas of Miami-Dade County (the "County") west of the City for many years; and

WHEREAS, the seated City Councils governing the City during the aforesaid periods have all supported and encouraged the annexation efforts of the City; and

WHEREAS, during open public meeting discussions of annexation with citizens, there have been various inquiries and discussions regarding the submission of the question of annexation to a vote of the people; and

WHEREAS, pursuant to state law, municipalities located within the boundaries of the County are required to comply with the annexation procedures and requirements established by the County; and

WHEREAS, Section 5.04 of the County's Home Rule Charter authorizes and empowers the County Board of County Commissioners to effect boundary changes through the annexation process upon the request of a municipality; and

WHEREAS, Section 20-3 of the County Code of Ordinances specifies the procedures and requirements that must be complied with by a municipality wishing to initiate a boundary change by the annexation process with the County; and

WHEREAS, in 2003, the City Council determined that it was desirous of changing its municipal boundaries by the addition of certain contiguous and adjacent unincorporated areas of the County through the utilization of the County annexation process by and through the enactment of Ordinance No. 900-2003 on July 14, 2003; and

WHEREAS, following the enactment of Ordinance No. 900-2003, the City determined that certain lands sought for annexation therein and thereby should no longer be annexed by the City; and

WHEREAS, at that time, the City was also desirous of correcting certain inconsistencies and conflicts, and complying with certain requirements noted by the County in its review of the City's application for annexation filed in conjunction with Ordinance No. 900-2003; and

WHEREAS, in an effort to present the County with a more concise and accurate application, the City determined that it was then appropriate to again follow, and comply with, the ordinance and application processes required for the filing of a new annexation application instead of amending the presently pending application; and

WHEREAS, the City attached to Ordinance 900-2003, as Exhibit "A", the legal description of those unincorporated areas of the County being sought for the proposed boundary change through the annexation process and a map, attached as Exhibit "B", which depicted and more graphically identified the unincorporated areas of the County sought for annexation by the City; and

WHEREAS, Section 2.02 of the City's Charter requires and mandates that any proposed annexation by the City must be authorized by ordinance; and

WHEREAS, in the process of enactment of Ordinance No. 912-2004, the City complied with all City requirements for enactment and the notice and public hearing requirements mandated by Section 20-3 of the County's Code of Ordinances; and

WHEREAS, that in addition to the foregoing, the City previously accomplished all threshold requirements mandated by the County ordinance for the initiation of boundary change/annexation proceedings and was prepared to comply with all the requirements of Section 20-3 of the County's Code of Ordinances and all other County code requirements and procedures for annexation; and

WHEREAS, the City was prepared to address the fiscal impacts of its proposed annexation with the appropriate County officials and the Board of County Commissioners and believed that the proposed annexation was both proper and appropriate and consistent with the County's policy to provide balance in the annexation process between those municipalities which are primarily residential and those which are predominantly industrial and commercial; and

WHEREAS, the City Council determined that it was both proper and appropriate, and in the best interests of the City and its citizens, to secure the requested boundary change through the annexation process with the County by the enactment of City Ordinance No. 912-2004; and

WHEREAS, since the enactment of Ordinance No. 912-2004, the City participated in County-mandated conferences with the Village of Virginia Gardens, Town of Medley, and City of Doral in an effort to secure joint approval of the annexation boundary lines for each of the four municipalities; and

WHEREAS, following many conferences, meetings, discussions, and an “ex parte session” with County officials, the four (4) municipalities were finally able to agree on the annexation boundary lines to be provided to the County; and

WHEREAS, it was mutually agreed by the four (4) municipalities and the County, that each municipality would only be required to file amended annexation applications instead of starting the process from the beginning; and

WHEREAS, the City re-hired The Corradino Group to update the annexation report they had previously provided to the City and to amend the City’s pending annexation application with the County; and

WHEREAS, the City Council continued to conduct discussion and debate on annexation at its City Council meetings, conducted a Special Meeting for the purpose of presenting the updated annexation report by The Corradino Group, and called a Special City Election for citizens to vote on the pending annexation; and

WHEREAS, recognizing that on April 7, 2009 the City would conduct an election that included a proposed charter amendment that would require that any proposed annexation by the City be approved by a vote of the citizens (the “Charter Amendment”), the City Council adopted Resolution 2009-3427 on January 26, 2009 to call a special election to be held on April 7, 2009 to provide the electorate with an opportunity to vote for or against the City’s proposed annexation; and

WHEREAS, the City Council adopted Resolution No. 2009-3437 on March 16, 2009, which supported the pending annexation by the City; and

WHEREAS, at the City’s Special Election of April 7, 2009, the citizens of Miami Springs authorized and approved the City’s proposed annexation by a margin of 76.09% for and 23.91% against and approved the Charter Amendment; and

WHEREAS, as a result of the April 7, 2009 Charter Amendment, Section 2.02 of the City Charter now provides that the City, “by ordinance, may annex contiguous lands in the manner provided by law. The City of Miami Springs shall not annex any lands outside of the existing boundaries of the City of Miami Springs, without first being approved and authorized by a majority of qualified city electors voting in a election to consider any such action”; and

WHEREAS, the County Commission did not hear the application at the time; and

WHEREAS, the municipalities of Miami Springs, the City of Doral, the Village of Virginia Gardens, and the Town of Medley met throughout 2017 in order to re-initiate the annexation process for each municipality; and

WHEREAS, the City hired Calvin Giordano & Associates to update the annexation report and to amend the City's pending annexation application with the County; and

WHEREAS, in light of all the foregoing acts and actions taken by the City in the investigation of annexation, the currently updated City annexation report and amended annexation application, the City Council determined, that it was both proper and appropriate and in the best interests of the City and its citizens, to enact Ordinance No. 1090-2017 to comply with the City Charter and the County's annexation procedures , and to secure the requested boundary change through the annexation process with the County; and

WHEREAS, the City attached to Ordinance No. 1090-2017, as Exhibit "A", the legal description of those unincorporated areas of the County being sought for the proposed boundary change through the annexation process and a map, attached as Exhibit "B", which depicted and more graphically identified the unincorporated areas of the County sought for annexation by the City (Exhibits "A" and "B" of Ordinance No. 1090-2017 are incorporated herein); and

WHEREAS, following the adoption of Ordinance No. 1090-2017, certain individuals and entities sued the City (i.e., *Sandra J, et al v. City of Miami Springs, et al* (Miami-Dade Case No.: 2017-22564-CA-01) and *Ana M. Gonzalez v. City of Miami Springs* (Miami-Dade Case No.: 2018-3241-CA-01)), alleging that the City had failed to comply with the City Charter in proceeding with the annexation application; and

WHEREAS, although the City maintains that the 2009 election results remain valid and support and authorize the pending annexation application, the City Council believes it is in the City's best interest to conduct a special election to again obtain the electorate's approval of the proposed annexation; and

WHEREAS, in accordance with provisions of the City Charter and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the City of Miami Springs, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, November 6, 2018, for the purpose of submitting to the electorate a question regarding annexation of certain areas of unincorporated Miami-Dade County west of and contiguous to the City.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Election Called. A special election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of the City of Miami Springs, the ballot question presented in Section 4 of this Resolution. The City Council may, by resolution, alter the date of the special election in the event that the City Council finds that unforeseen circumstances require it to do so.

Section 3. Notice of Election. Notice of the election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to wit: during the week commencing Sunday, September 30, 2018), and the second publication to be in the third week prior to the election (to wit: during the week commencing Sunday, October 14, 2018), and shall be in substantially the following form:

“NOTICE OF ELECTION

NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2018-_____, A SPECIAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, TO BE HELD WITHIN THE CITY ON TUESDAY, NOVEMBER 6TH, 2018, FROM 7:00 A.M. UNTIL 7:00 P.M., AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI SPRINGS THE FOLLOWING QUESTION:

ANNEXATION OF UNINCORPORATED BUSINESS AREA CONTIGUOUS TO THE CITY OF MIAMI SPRINGS

Shall the City of Miami Springs annex the unincorporated business area generally bounded by NW 36th Street on the south, NW 74th Street on the north, the service road parallel to the Palmetto Expressway on the west, and Ludlam Drive on the east, excluding the Florida East Coast Railway Terminal, recognizing that the area is subject to potential modifications and final approval by Miami-Dade County?

YES []
NO []

Erika Gonzalez-Santamaria, MMC
City Clerk”

Section 4. Form of the Ballot.

- a. That the official ballot to be used in the Special Election to be held on Tuesday, November 6, 2018, as hereby called, shall be in substantially the following form, to-wit:

OFFICIAL BALLOT

ANNEXATION OF UNINCORPORATED BUSINESS AREA CONTIGUOUS TO THE CITY OF MIAMI SPRINGS

Shall the City of Miami Springs annex the unincorporated business area generally bounded by NW 36th Street on the south, NW 74th Street on the north, the service road parallel to the Palmetto Expressway on the west, and Ludlam Drive on the east, excluding the Florida East Coast Railway Terminal, recognizing that the area is subject to potential modifications and final approval by Miami-Dade County?

YES []
NO []

- b. The form of the ballot to be used in this Special Election and its preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

Section 5. Voter's Registration. Registration of persons desiring to vote in the Special Election shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the City Clerk, City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Miami-Dade County Supervisor of Elections. The Miami-Dade County Supervisor of Elections will register voters for this Special Election until 5:00 p.m. on October 8, 2018. All persons eligible to vote at this Special Election must be registered before the time and date set forth herein or have registered previously, as provided by law. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Office. All questions concerning voter registration should be directed to the Miami-Dade County Elections Office, 2700 N.W. 87th Avenue, Doral, Florida 33172; Telephone: (305) 499-VOTE (8683).

Section 6. Balloting. Balloting shall be conducted on Tuesday, November 6, 2018, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places

provide for City elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the general election laws. This Special Election shall be canvassed by the City Clerk in accordance with any applicable provisions of the general election laws of the State or County. The City Clerk is hereby authorized to take any action which is necessary or expedient to implement this Section or to comply with any applicable law.

Section 7. Election Expenses. The City of Miami Springs shall pay all expenses for conducting this Special Election and will pay such expenses to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Miami-Dade County Supervisor of Elections.

Section 8. Copies and Public Inspection. Copies of this Resolution are on file in the Office of the City Clerk located at City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166 and are available for public inspection during regular business hours.

Section 9. Severability. The provisions of this Resolution are declared to be severable. If any section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 10. Implementation. The City Council hereby authorizes the City Manager, City Attorney, and City Clerk to take any action which is reasonably necessary to implement the purpose of this Resolution. The City Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take any and all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution.

Section 11. Transmittal. The City Clerk shall deliver a certified copy of this Resolution to the Miami-Dade County Supervisor of Elections not later than forty-five days prior to the date of the election.

Section 12. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Mara Zapata	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 23rd day of April, 2018.

BILLY BAIN, MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

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

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



AGENDA MEMORANDUM

Meeting Date: 04/9/2018

To: The Honorable Mayor Bain and Members of the City Council

From: Erika Gonzalez, MMC, City Clerk

Subject: Approval of Movie Night and Miscellaneous Costs

Commissioner Rebeca Sosa and State Representative Bryan Avila would like to host a movie night on Friday, May 4th to be held at Curtiss Parkway just south of the Circle. The movie provided will be "Star Wars, The Force Awakens" to celebrate the "May the Fourth be With You" (May 4th theme). There will be food trucks available at the event as well. There will also be a costume contest, cotton candy machine and popcorn machine provided by the Representative and the screen and movie provided by Commissioner Sosa.

Last year, the Council had approved the expenditure of \$200 for a half page ad in the Gazette as well as \$1,317 in other costs related to Public Works Services (\$400), Police Services (\$600), additional advertising (\$167) and portable toilets (\$150) for a total of \$1,517.00.

It is requested that this amount also be considered for this year's event. Funding is available from Council's Circle Events Fund as approved in the 17/18 budget.

Free Movie Night!

MAY THE 4th BE WITH YOU

Presented by:



Commissioner
Rebeca Sosa



Representative
Bryan Avila



Mayor
Billy Bain

& The Miami Springs City Council

**Bring Blankets
&
Lawn Chairs**
make a family picnic
out of it.



beginning at 5pm

**South Florida's
Finest Food Trucks**

will be serving up a variety of eats.

Brought to you by



Friday, May 4th, 2018

Movie will start at sundown

Curtiss Parkway Median

Just off of the Miami Springs Circle

For more information, please contact the District 6 Office:
305.267.6377 or District6@MiamiDade.gov