



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

Vice Mayor Bob Best
Councilman Walter Fajet, Ph. D.

Councilwoman Jacky Bravo
Councilman Victor Vazquez, Ph. D.

***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, May 10, 2021 – 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)

- 1. Call to Order/Roll Call**
- 2. Invocation:** Vice Mayor Bob Best
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Presentation by Miami-Dade County Corrections Director Daniel Junior on the jail replacement
 - B) Presentation of Certificate by Sharon Ragoonan, FCCMA District V Director and Assistant City Manager of the City of North Miami Beach recognizing the City of Miami Springs on the City's anniversary of becoming an ICMA recognized Council-Manager form of government
 - C) Recognition of Marcos Alvarez, City Hall Featured Artist of the Month of May
- 5. Open Forum:** Due to COVID-19 requirements, persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. 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 26, 2021 – 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 Section 35-53, “Contributions” Of The Police And Fireman Pension Plan Of The City’s Code Of Ordinances Pertaining To Monthly Retirement Benefits; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

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

10. Old Business:

A) Update on Fourth of July Events

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Contract and Contract Addendum With Fireworks Displays Unlimited, Llc/Fireworks Displays Unlimited, Inc. For The City’s 2021 Fourth Of July Fireworks Display In An Amount Not To Exceed \$16,000.00; Waiving Competitive Bidding Procedures; Providing For Authorization; And Providing For An Effective Date *(This item requires a 4/5 vote of Council per Section 31-11(E)(6)(g) of the City Code).*

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Co-Designating The Portion Of Park Street Between Westward Drive And Hibiscus Drive As “Miami Springs Women’s Club Way”; Providing For Authorization; And Providing For An Effective Date

C) Request for Annual Stafford Golf Tournament funding

12. Other Business:

A) Appointment of Representative and alternate Representative to the Miami-Dade County League of Cities

B) Update on 2021 State Legislative Appropriations request for South Royal Poinciana project, East Drive project and Senior Meals

C) Summary report from the Council Workshop on May 5th

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, May 10, 2021 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before

delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

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 when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE 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 TO BE BASED.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, 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 and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, April 26, 2021 7:00 p.m.

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

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Police Chief Armando Guzman

Recreation Director Omar Luna

2. **Invocation:** Offered by Councilman Walter Fajet
Pledge of Allegiance: Audience led the Pledge of Allegiance and Salute to the Flag.
3. **Agenda / Order of Business: None.**
4. **Awards & Presentations:**

A) Miami Springs Police Department Swearing-in Ceremony for new Officer Natasha Hernandez

Police Chief Guzman swore-in Officer Natasha Hernandez, he congratulated Officer Hernandez. Officer Hernandez thanked the Chief, City Council and City staff for all their support.

B) Presentation by Lynn Brooks; Barbara E. Sanchez, President, Crime Prevention Alliance of Florida, along with Sculptor/Artist Mr. Julio Cesar Hernandez and Vice President Mr. Marcos Correao for the "Together We Can" project, first monument dedicated to Senior Citizens

Ms. Barbara Sanchez gave an oral presentation on the "Together We Can Project"

honoring local senior citizens in the community. She provided information on nominating members of the community and the requisites to be an honoree. She thanked the City Council for their time and is available to answer any questions throughout the process.

5. **Open Forum:** The following members of the public addressed the City Council: Dan Wells, 1020 Quail Avenue; Martin Crossland, 900 Plover Avenue; Marcia Braun, 180 Iroquois Street; Kathy Doyle, 2085 Miami Springs Avenue; Connie Maldonado, 1451 Lenape Drive; Juan Hervis, 218 Miami Springs Avenue; and Kathleen Fleischman, 810 Pinecrest Drive.

6. **Approval of Council Minutes:**

- A) April 12, 2021 – Special Meeting
- B) April 12, 2021 – Regular Meeting

Vice Mayor Best moved to approve the meeting minutes of April 12, 2021 Special Meeting and April 12, 2021 Regular Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell 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):**

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Advanced Data Solutions, Inc. For Document Digitizing Services Utilizing The Terms And Conditions Of The City Of Tamarac Contract Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Phase 1 Of The Oakwood Drive Stormwater Improvements Project Consisting Of Surveying And Preliminary Engineering In An Amount Not To Exceed \$69,916; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolutions by title.

Councilman Fajet moved to approve the Consent Agenda as read. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 35-53, “Contributions” Of The Police And Fireman Pension Plan Of The City’s Code Of Ordinances Pertaining To Monthly Retirement Benefits; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title.

Vice Mayor Best moved to approve the Ordinance as read. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

B) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Sunsetting And Dissolving The Code Review Board, The Memorial Committee, The Golf And Country Club Advisory Board, And The Architectural Review Board By Repealing Article III, Sections 32-10 Through 32-16; Article IV, Sections 32-20 Through 32-22; Article XIV, Sections 32-92 Through 32-98; And Article XVI, Section 32-100 Of Chapter 32, “Boards, Commissions, Committees” Of The City’s Code Of Ordinances; Amending Article VII, “Charter Review Board,” Sections 32-50 Through 32-58 Relating To Appointments To And Procedures For The Charter Review Board; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title.

After much discussion, this item was tabled to a future Council meeting.

12. Other Business:

A) Discussion on the Fourth of July celebration

City Manager William Alonso read the staff memo for the record. Omar Luna, Recreation Director, was available to answer all the City Council’s questions.

Vice Mayor Best moved to approve the recommendations made by Staff to include the cancellation of the parade, pool party at the Aquatic Center in two sessions, allow for the fireworks display with a term in the contract to allow for cancellation two weeks prior to the event, and no virtual broadcast of the City’s fireworks display. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

B) Request by Mayor Mitchell on co-designating a portion of Park Street

between Westward Drive and Hibiscus Drive as “Miami Springs Woman’s Club Way”

Mayor Mitchell requested a consensus from the City Council to co-designate a portion of Park Street between Westward Drive and Hibiscus to honor the Miami Springs Woman’s Club for their service to the City. The City Council gave consensus for staff to draft a resolution for the next Council meeting.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso provided updated information on the upcoming vaccination site at the Recreation Center. He stated that the food share program continues every Thursdays up through May. He reminded the public that the Lions Club is a COVID-19 testing site and will commence services starting April 29th.

C) City Council

Vice Mayor Best commented on the flags along Curtiss Parkway and #onenation. He also addressed the hedges issue brought up during public comment. He thanked City Manager William Alonso for providing an updated list of goals for the upcoming workshop.

Councilwoman Bravo also commented on the flags on Curtiss Parkway and #onenation, and addressed the concerns of the public.

Councilman Fajet thanked the residents that voiced their concerns on the flag project down Curtiss Parkway and #onenation. He commended those that remained through to the end of the meeting. He addressed the concerns from both sides of the argument.

Councilman Vazquez also addressed the flags on Curtiss Parkway and #onenation. He encouraged that the folks that participated in the project to speak at a Council meeting. He also addressed the complaint on the hedges is at the City staff level.

Mayor Mitchell stated that public input is very valuable. She addressed the flags along Curtiss Parkway and #onenation. She also addressed the hedges on private property and the need to regulate the height of hedges due to safety issues.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:45 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 10th day of May, 2021.*

Maria Puente Mitchell, 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.

33 (B) *Normal retirement.* For members hired before October 12, 2014, a
34 member's normal retirement date shall be the first day of the month
35 coincident with or next following the earlier of the attainment of his/her 55th
36 birthday, and the completion of ten years of continuous service or
37 completion of 20 years of continuous service regardless of age. For
38 members hired on or after October 12, 2014, a member's normal retirement
39 date shall be the first day of the month coincident with or next following the
40 earlier of the attainment of his/her 55th birthday, and the completion of ten
41 years of continuous service, or the first day of the month coincident with or
42 next following the attainment of his/her 52nd birthday, and the completion
43 of twenty-five years of continuous service. Except as provided herein, a
44 member may retire on his/her normal retirement date or on the first day of
45 any month thereafter. Each member shall become 100 percent vested in
46 his/her accrued benefit on his/her normal retirement date. A member's
47 normal retirement benefit shall be as follows:

48 (1) *Duration.* A member retiring hereunder on or after his/her normal
49 retirement date shall receive a monthly benefit which shall commence on
50 his/her retirement date, and be continued thereafter during his/her lifetime,
51 ceasing upon death, but subject in any event to the provision of division (G).
52 Other optional forms of payment providing death benefits shall also be
53 available as specified herein.

54 (2) *Amount.* For members hired before October 12, 2014, the
55 monthly retirement benefit for continuous service prior to October 12, 2014
56 shall be equal to 3.5 percent of average monthly earnings multiplied by the
57 number of years and completed months of continuous service; and for
58 continuous service on and after October 12, 2014 the monthly retirement
59 benefit shall be equal to 3.5 percent of average monthly earnings multiplied
60 by the number of years and completed months of continuous service up to
61 twenty years, and 3.0 percent of average monthly earnings multiplied by the
62 number of years and completed months of continuous service after twenty
63 years. Notwithstanding the preceding sentence, the monthly retirement
64 benefit for members hired before October 12, 2014 shall not exceed 85%
65 of average monthly earnings; provided, any member who has accrued a
66 benefit in excess of 85% of average monthly earnings on October 12, 2014
67 shall retain the benefit percentage accrued on that date, but shall not accrue
68 any additional benefit percentage thereafter (but in no event shall the benefit
69 be less than 2.0 percent for each year of continuous service). Commencing
70 October 1, 2021, ~~the~~ monthly retirement benefit for members hired on or
71 after October 12, 2014 shall be equal to ~~2.5~~ 3.0 percent of average monthly
72 earnings multiplied by the number of years and completed months of
73 continuous service, up to a maximum of ~~70%~~ 75% of average monthly
74 earnings (but in no event less than 2.0 percent for each year of continuous
75 service). Notwithstanding the provisions of this paragraph (2), the monthly
76 retirement benefit for a member who is employed and within three years of
77 the normal retirement date on October 12, 2014 shall be equal to 3.5

78 percent of average monthly earnings multiplied by the number of years and
79 completed months of continuous service

80 ***

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

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

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

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

97 **PASSED ON FIRST READING** this 26th of April, 2021, on a motion made by ____
98 _____ and seconded by _____.

99
100 **PASSED AND ADOPTED ON SECOND READING** this ____ day of May, 2021,
101 on a motion made by _____ and seconded by _____.

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103 Vice Mayor Bob Best _____
104 Councilwoman Jacky Bravo _____
105 Councilman Dr. Walter Fajet _____
106 Councilman Dr. Victor Vazquez _____
107 Mayor Maria Puente Mitchell _____

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113 MARIA PUENTE MITCHELL
MAYOR

114 ATTEST:

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ERIKA GONZALEZ, MMC
119 CITY CLERK

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122 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

123 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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



**CITY OF MIAMI SPRINGS
RECREATION DEPARTMENT**
1401 Westward Drive
Miami Springs, FL 33166
Phone: 305.805.5075

May 4, 2021:

The Recreation Department would like to recommend the following events to occur for the upcoming 2021 4th of July weekend. After the release of the most current emergency order issued by the Governor DeSantis, we feel the following events will provide the best service to our residents.

Itinerary:

- A) **Virtual Spirit Week:** to consist of a new theme or contest each day. With contest winners to be chosen by City staff. Virtual Week will begin on Monday, June 28th, 2021.
 - a. Monday: 4th of July Memory Lane Contest
 - b. Tuesday: 4th of July Food Recipe
 - c. Wednesday: Show us how you Celebrate: Post Yard Decorations/ 4th of July Costumes, etc.
 - d. Thursday/Friday: 4th of July Virtual Art Project/Contest

- B) **Popsicle give away:** Residents can join us, Thursday July 1st by the outside window of the pool concession stand, staff will hand out patriotic popsicles starting at 5:00pm until supplies run out.

- C) **Family Fun Celebration:** this event will be held Saturday July 3rd from 2:00pm-5:00pm. Event will include: This is a ticketed event. \$5.00 per Child. This includes all activities but no food.
 - a. Entertainment (DJ and/or band)
 - b. Food (food trucks or local organization)
 - c. Bounce houses/ face painters
 - d. 4th of July Goodie Bag

- D) **Pool Party:** this is the tradition held at the Aquatic Facility on the 4th of July from 12:00- 5:00, which would allow the following: \$5.00 for Children and \$7.00 for Adults this includes everything (Food, etc.)
 - a. Pre-sale of tickets only. Pre-sale to begin 6/1 at the aquatic center.
 - b. Max facility capacity (not including staff)
 - c. Music (either sound system or DJ)
 - d. Prepackaged food included in the cost of entrance or grilling.
 - e. We will not rent the cabanas on this specific day, we will provide additional shade (tents or umbrellas) and make all shade first come, first serve limiting the capacity to 6 people per shaded area.

- E) **Fireworks:** Held at the golf course to continue the tradition from years past.
- F) **Car Show:** Car show to be held at circle on Friday/Saturday night, waiting on date confirmation.

Omar Luna
Recreation Director
City of Miami Springs
1401 Westward Drive
Miami Springs, FL 33166
lunao@miamisprings-fl.gov
Phone: 305.805.5075
Mobile: 305.733.4319



AGENDA MEMORANDUM

Meeting Date: 5/10/2021

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: 4th of July Agreement

RECOMMENDATION:

Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$16,000, for 4th of July Fireworks Display as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.


DISCUSSION:

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

FISCAL IMPACT:

The Fireworks Display is already budgeted. The City of Miami Springs budgeted \$16,000 for the Firework Show; the Village of Virginia Gardens reimburses us \$3,000 to offset the cost to \$13,000 to the City of Miami Springs.

Submission Date and Time: 5/5/2021 4:39 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.: <u>Recreation Department</u>
Prepared by: <u>Omar Luna</u>	Procurement: _____	Account No.: <u>001-5701-572.48-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>16,000</u>
		Current request: \$ <u>16,000</u>
		Total vendor amount: \$ <u>16,000</u>

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A CONTRACT AND CONTRACT ADDENDUM WITH FIREWORKS DISPLAYS UNLIMITED, LLC/FIREWORKS DISPLAYS UNLIMITED, INC. FOR THE CITY'S 2021 FOURTH OF JULY FIREWORKS DISPLAY IN AN AMOUNT NOT TO EXCEED \$16,000.00; WAIVING COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 4, 2021, the City of Miami Springs (the "City") will host a Fourth of July event and the City wishes to utilize Fireworks Displays Unlimited, LLC/Fireworks Displays Unlimited, Inc. (the "Contractor") to provide the fireworks display (the "Service") at the event, as the Contractor has successfully performed the Service for several years and the City is pleased with the Contractor's performance; and

WHEREAS, the City wishes to exempt the Service from the requirement of Section 31-11(C)(1)(b) of the City's Code of Ordinances (the "Code") to obtain three written price quotations and waive competitive bidding as it finds that it is in the best interest of the City to continue utilizing the Contractor for the Service, as the City has done for several years; and

WHEREAS, the City desires to enter into the Contract and Contract Addendum for the Service attached hereto as Exhibit "A" (the "Contract" and "Contract Addendum"); and

WHEREAS, the City Council approves and authorizes the City Manager to execute the Contract and Contract Addendum on behalf of the City and expend budgeted funds in an amount not to exceed \$16,000, and take any and all actions necessary to implement the provisions of this Resolution; 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 true and correct and are incorporated herein by this reference.

Section 2. Approval. The City Council hereby approves the Contract and Contract Addendum with the Contractor in substantially the form attached hereto as Exhibit "A."

Section 3. Waiver. The City Council hereby waives the requirement of Section 31-11(C)(1)(b) of the City’s Code to obtain three written price quotations and waives competitive bidding as it finds that it is in the best interest of the City to continue utilizing the Contractor for the Service.

Section 4. Authorization. The City Council hereby authorizes the City Manager to execute the Contract and Contract Addendum on behalf of the City in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, substance, and legality, and to expend budgeted funds in an amount not to exceed \$16,000.00. The City Council hereby further 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 Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilwoman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 10th day of May, 2021.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, 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

**Contract and Contract Addendum
between
the City of Miami Springs
and
Fireworks Displays Unlimited, LLC,/Fireworks Displays Unlimited, Inc.
for July 4, 2021 Display**

EXHIBIT A

Contract
between
the City of Miami Springs
and
Fireworks Displays Unlimited, LLC,/Fireworks Displays Unlimited, Inc.
for July 4, 2021 Display

**ADDENDUM TO CONTRACT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
FIREWORKS DISPLAYS UNLIMITED, LLC D/BA
FIREPOWER FIREWORKS DISPLAYS**

THIS ADDENDUM (this “Addendum”) is made effective as of the _____ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City” or “Sponsor”), and **FIREWORKS DISPLAYS UNLIMITED, LLC D/BA FIREPOWER FIREWORKS DISPLAYS**, a Florida Limited Liability Corporation (hereinafter, the “Contractor”).

WHEREAS, the City and Contractor wish to enter into a contract for an 18-20 minute fireworks display to be conducted on July 4, 2021 at the City of Miami Springs Golf & Country Club located at 650 Curtiss Parkway, Miami Springs, Florida 33166 (the “Premises”), all as further set forth in the Contract dated _____, 2021, attached hereto as Exhibit “A” (the “Contract”); and

WHEREAS, the City and Contractor wish to add to and amend certain provisions of the Contract as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Addendum and the terms and provisions of the Contract, the terms and provisions of this Addendum shall control.
3. **Contract Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
4. **Defined Terms.** All initial capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Contract.
5. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Addendum shall have the same force and effect as an original hereof.
6. **Amendment of Paragraph 1 of the Contract.** Paragraph 1 of the Contract is deleted in its entirety and replaced as follows:

1. Sponsor shall make a 50% deposit of the contract price on or before July 1, 2021. The remaining balance shall be due on July 4, 2021 at the conclusion of the display.

7. **Amendment of Paragraph 11 of the Contract.** Paragraph 11 of the Contract is deleted in its entirety and replaced as follows

11. If the show is canceled, Sponsor is responsible for any permit, firewatch, or barge/tug fees, if applicable, in an amount not to exceed \$615.00. If the show is stopped while in progress for any reason, Sponsor will be responsible for the contract amount minus the cost of material not discharged.

8. **Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that the performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion/civil unrest, epidemic/pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated herein is beyond the control and without the fault or negligence of the party seeking relief under this provision.

9. **Notices.** The City and Contractor agree that the names and addresses for any notices required by the Contract shall be addressed to the names and addresses listed on the signature page of this Addendum or such other address as the party may have designated by proper notice from time to time.

10. **Indemnification.**

10.1. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

10.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

10.3. The provisions of this section shall survive termination of this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

CONTRACTOR

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____

Name: _____

Title: _____

Attest:

Entity: FIREWORKS DISPLAYS UNLIMITED,
LLC

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

Fireworks Displays Unlimited, LLC
Attn: Gary Steven Avins, Manager
26451 SW 173rd Place
Homestead, FL 33031
305-258-8820 (telephone)
info@firepowerdisplays.com (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

Fireworks Displays Unlimited, LLC
Gary Steven Avins, Registered Agent
14240 SW 256th Street
Princeton, FL 33032
305-258-8820 (telephone)
ally@firepowerdisplays.com (email)



CONTRACT FOR FIREWORKS

FIREWORKS DISPLAYS UNLIMITED, LLC d.b.a.
FIREPOWER FIREWORKS DISPLAYS
SPECTACULAR CUSTOM FIREWORKS DISPLAYS
FOR ANY OCCASION!

Sponsor (Legal Name) :	City of Miami Springs	Day of Event Contact Cell # :
Contact Person :	Omar Luna	Alternative Contact Cell # :
Date of Display :	July 4, 2021	Sponsor's Address :
Location of Display :	Miami Springs Golf Course	
Shoot Time :		
Duration :	18-20 Minutes	
Contract Price :	\$16,000	
Deposit Required :	\$8,000	
Remarks/Notes :		

We the undersigned, being interested in a fireworks display for City of Miami Springs agree to pay a price of \$16,000 for the display agreed upon, which will be furnished by Firepower Fireworks Displays.

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

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

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

5. If event is over water, Firepower Fireworks Displays will be responsible for marine permit (Coast Guard), and for control of safety zone (Marine Police) where applicable.
6. Firepower Fireworks Displays reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
7. Firepower Fireworks Displays will furnish all applicable licenses, permits (does not include special event permit), and pyrotechnics for your electronically fired display. We will also furnish a certificate of insurance. All individuals/entities listed on the certificate of insurance as an additional insured will be deemed an additional insured per this contract.
8. **NOTE:** In accordance with local regulations and ordinances, fireworks displays shall not take place later than 11:00 pm unless approval is obtained from the governing authority, some weekday ordinances are at 9:30pm. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays where the ordinance is not active. If for some reason, shoot time does not occur before the allotted time and shoot is canceled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
9. Hold harmless Firepower Fireworks Displays from any claims that do not directly relate to damages produced by its staff, equipment or pyrotechnic material.
10. **CREDITS:** As a material inducement to Firepower Fireworks Displays, agreeing to enter into this agreement, Sponsor shall give Firepower Fireworks Displays program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise. Firepower Fireworks Displays has the authority to post photos/videos of the firework display provided to Sponsor on social media (ie. Facebook, YouTube, Company Website, etc.)
11. If show is canceled, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in/ load out expenses not to exceed 50% of budget. If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
12. If wind exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsor and Firepower Fireworks Displays or canceled if a rain date is not possible.
13. Rain date policy is as follows: Postponement time is by 11:30am day of display with no additional fee's incurred by Sponsor other than what is stated on line 11.
14. Cancellation policy is as follows: Cancellation time is by 11:30am day of display with no additional fee's incurred by Sponsor other than what is stated on line 11.
15. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, it shall be re-scheduled to the Rain Date set forth by Sponsor or where possible, Firepower Fireworks Displays will allow time to pass for inclement weather to subside, not to exceed applicable ordinance time.
16. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-1995, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars or buildings. This program requires a safety zone that has a radius of 420 feet because of the inclusion of 6" shells. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-1995.
17. **Firepower Fireworks Displays is ONLY responsible for permits pertaining to fireworks, such as a fireworks permit through the local Fire Department and/or City, Coast Guard Permits and hiring of a Fire Inspector and/or Off Duty Police, when required. Firepower Fireworks Displays is not responsible for any other types of permits such as a special event permit.** Sponsor must make sure any other required permits are submitted.
18. Sponsor is responsible for notifying neighborhood residents/venue of firework display, if applicable.

_____ Date

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

_____ Sponsor



Firepower Fireworks Displays
Allyson Acosta, Director



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

SHELL COUNT

	OPENING	BODY	FINALE	TOTAL SHELLS
2"				
2.5"				
3"		150	360	510
4"		204	72	276
5"		120	24	144
6"		90	18	108
7"				
8"				
CAKES	2 CK	6 CK	2 CK	10 CK
STAGE/THEATRICAL				
MODULES				

**ADDENDUM TO CONTRACT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
FIREWORKS DISPLAYS UNLIMITED, LLC D/BA
FIREPOWER FIREWORKS DISPLAYS**

THIS ADDENDUM (this “Addendum”) is made effective as of the 10th day of June, 2020 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City” or “Sponsor”), and **FIREWORKS DISPLAYS UNLIMITED, LLC D/BA FIREPOWER FIREWORKS DISPLAYS**, a Florida Limited Liability Corporation (hereinafter, the “Contractor”).

WHEREAS, the City and Contractor wish to enter into a contract for an 18-20 minute fireworks display to be conducted on July 4, 2020 at the City of Miami Springs Golf & Country Club located at 650 Curtiss Parkway, Miami Springs, Florida 33166 (the “Premises”), all as further set forth in the Contract dated June 10, 2020, attached hereto as Exhibit “A” (the “Contract”); and

WHEREAS, the City and Contractor wish to add to and amend certain provisions of the Contract as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Addendum and the terms and provisions of the Contract, the terms and provisions of this Addendum shall control.
3. **Contract Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
4. **Defined Terms.** All initial capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Contract.
5. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Addendum shall have the same force and effect as an original hereof.
6. **Amendment of Paragraph 1 of the Contract.** Paragraph 1 of the Contract is deleted in its entirety and replaced as follows:
 1. Sponsor shall make a 50% deposit of the contract price on or before July 1, 2020. The remaining balance shall be due on July 4, 2020 at the conclusion of the display.

7. **Amendment of Paragraph 11 of the Contract.** Paragraph 11 of the Contract is deleted in its entirety and replaced as follows

11. If the show is canceled, Sponsor is responsible for any permit, firewatch, or barge/tug fees, if applicable, in an amount not to exceed \$615.00. If the show is stopped while in progress for any reason, Sponsor will be responsible for the contract amount minus the cost of material not discharged.

8. **Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that the performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion/civil unrest, epidemic/pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated herein is beyond the control and without the fault or negligence of the party seeking relief under this provision.

9. **Notices.** The City and Contractor agree that the names and addresses for any notices required by the Contract shall be addressed to the names and addresses listed on the signature page of this Addendum or such other address as the party may have designated by proper notice from time to time.

10. Indemnification.

10.1. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

10.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

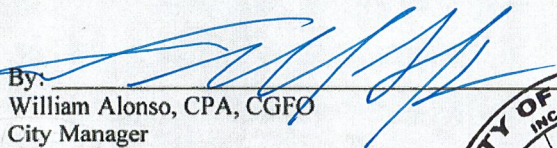
10.3. The provisions of this section shall survive termination of this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

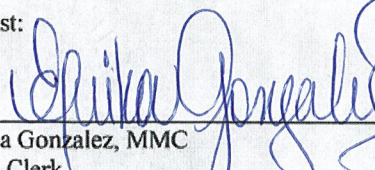
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

CONTRACTOR

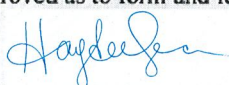
By: 
William Alonso, CPA, CGFO
City Manager

By: allyson A costa
allyson A costa
Title: Director

Attest: 
By: Erika Gonzalez
Erika Gonzalez, MMC
City Clerk



Entity: FIREWORKS DISPLAYS UNLIMITED, LLC

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:
City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:
Fireworks Displays Unlimited, LLC
Attn: Gary Steven Avins, Manager
26451 SW 173rd Place
Homestead, FL 33031
305-258-8820 (telephone)
info@firepowerdisplays.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino, Esq.
City of Miami Springs Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com (email)

With a copy to:
Fireworks Displays Unlimited, LLC
Gary Steven Avins, Registered Agent
14240 SW 256th Street
Princeton, FL 33032
305-258-8820 (telephone)
ally@firepowerdisplays.com (email)



CONTRACT FOR FIREWORKS

FIREWORKS DISPLAYS UNLIMITED, LLC d.b.a. **FIREPOWER FIREWORKS DISPLAYS** SPECTACULAR CUSTOM FIREWORKS DISPLAYS FOR ANY OCCASION!

Sponsor (Legal Name) :	City of Miami Springs	Day of Event Contact Cell # :	3057334319
Contact Person :	Omar Luna	Alternative Contact Cell # :	7862196883
Date of Display :	July 4, 2020	Sponsor's Address :	201 westward dr
Location of Display :	Miami Springs Golf Course		miami springs fl 33166
Shoot Time :	9PM		
Duration :	Approx. 18-20 Minutes		
Contract Price :	\$16,000		
Deposit Required :	\$8,000		
Remarks/Notes :			

We the undersigned, being interested in a fireworks display for City of Miami Springs agree to pay a price of \$16,000 for the display agreed upon, which will be furnished by Firepower Fireworks Displays.

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

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

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

5. If event is over water, Firepower Fireworks Displays will be responsible for marine permit (Coast Guard), and for control of safety zone (Marine Police) where applicable.
6. Firepower Fireworks Displays. reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
7. Firepower Fireworks Displays will furnish all applicable licenses, permits (does not include special event permit), \$5,000,000 liability insurance and pyrotechnicians for your electronically fired display.
8. **NOTE:** In accordance with local regulations and ordinances, fireworks displays shall not take place later than 11:00 pm unless approval is obtained from the governing authority, some weekday ordinances are at 9:30pm. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays where the ordinance is not active. If for some reason, shoot time does not occur before the allotted time and shoot is canceled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
9. Hold harmless Firepower Fireworks Displays from any claims that do not directly relate to damages produced by its staff, equipment or pyrotechnic material.
10. CREDITS: As a material inducement to Firepower Fireworks Displays, agreeing to enter into this agreement, Sponsor shall give Firepower Fireworks Displays program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise. Firepower Fireworks Displays has the authority to post photos/videos of the firework display provided to Sponsor on social media (ie. Facebook, YouTube, Company Website, etc.)
11. If show is canceled, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in/ load out expenses not to exceed 50% of budget. If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
12. If wind exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsor and Firepower Fireworks Displays or canceled if a rain date is not possible.
13. Rain date policy is as follows: Postponement time is by 11:30am day of display with no additional fee's incurred by Sponsor other than what is stated on line 11.
14. Cancellation policy is as follows: Cancellation time is by 11:30am day of display with no additional fee's incurred by Sponsor other than what is stated on line 11.
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16. **IMPORTANTNOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-1995, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars or buildings. This program requires a safety zone that has a radius of 420 feet because of the inclusion of 6" shells. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-1995.
17. **Firepower Fireworks Displays is ONLY** responsible for permits pertaining to fireworks, such as a fireworks permit through the local Fire Department and/or City, Coast Guard Permits and hiring of a Fire Inspector and/or Off Duty Police, when required. **Firepower Fireworks Displays is not responsible for any other types of permits such as a special event permit.** Sponsor must make sure any other required permits are submitted.
18. Sponsor is responsible for notifying neighborhood residents/venue of firework display, if applicable.

Jun 11, 2020

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

william alonso

Date

william alonso (Jun 11, 2020 11:04 EDT)

Sponsor

Allyson Acosta

Firepower Fireworks Displays
Allyson Acosta, Director



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

SHELL COUNT

	OPENING	BODY	FINALE	TOTAL SHELLS
2"				
2.5"				
3"	30	120	360	120
4"	36	168	72	240
5"	12	108	24	144
6"	9	81	18	108
7"				
8"				
CAKES	72+ Shots = 2ck	572+ Shots = 6ck	72+ Shots = 2ck	716+ Shots = 10ck
STAGE/THEATRICAL				
MODULES				

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CO-DESIGNATING THE PORTION OF PARK STREET BETWEEN WESTWARD DRIVE AND HIBISCUS DRIVE AS “MIAMI SPRINGS WOMAN’S CLUB WAY”; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) Council hereby seeks to recognize and honor the Miami Springs Woman’s Club; and

WHEREAS, the Miami Springs Woman’s Club was founded on May 22, 1939, and has been a significant charitable, educational and social presence in the community ever since; and

WHEREAS, the Miami Springs Woman’s Club is a 501(c)(3) charitable and educational non-profit organization; and

WHEREAS, one of the Miami Springs Woman’s Club’s most significant projects included the establishment of the first public library within the City; and

WHEREAS, the Miami Springs Woman’s Club is dedicated to community improvement and towards that end maintains a medical loan closet, which provides medical equipment to the community at no charge, awards a Lena Curtiss Wheeler Nursing Scholarship to a deserving nursing student each year, feed hungry children, and maintain a historical library; and

WHEREAS, the City Council has determined that it is proper and appropriate to recognize the Miami Springs Woman’s Club by co-designating the portion of Park Street between Westward Drive and Hibiscus Drive as “Miami Springs Woman’s Club Way”; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents 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. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Co-Designation. The City Council hereby approves the co-designation of the portion of Park Street between Westward Drive and Hibiscus Drive as “Miami Springs Woman’s Club Way” as shown on Exhibit “A” attached hereto.

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. That this Resolution shall be 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 Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilwoman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 10th day of May, 2021.

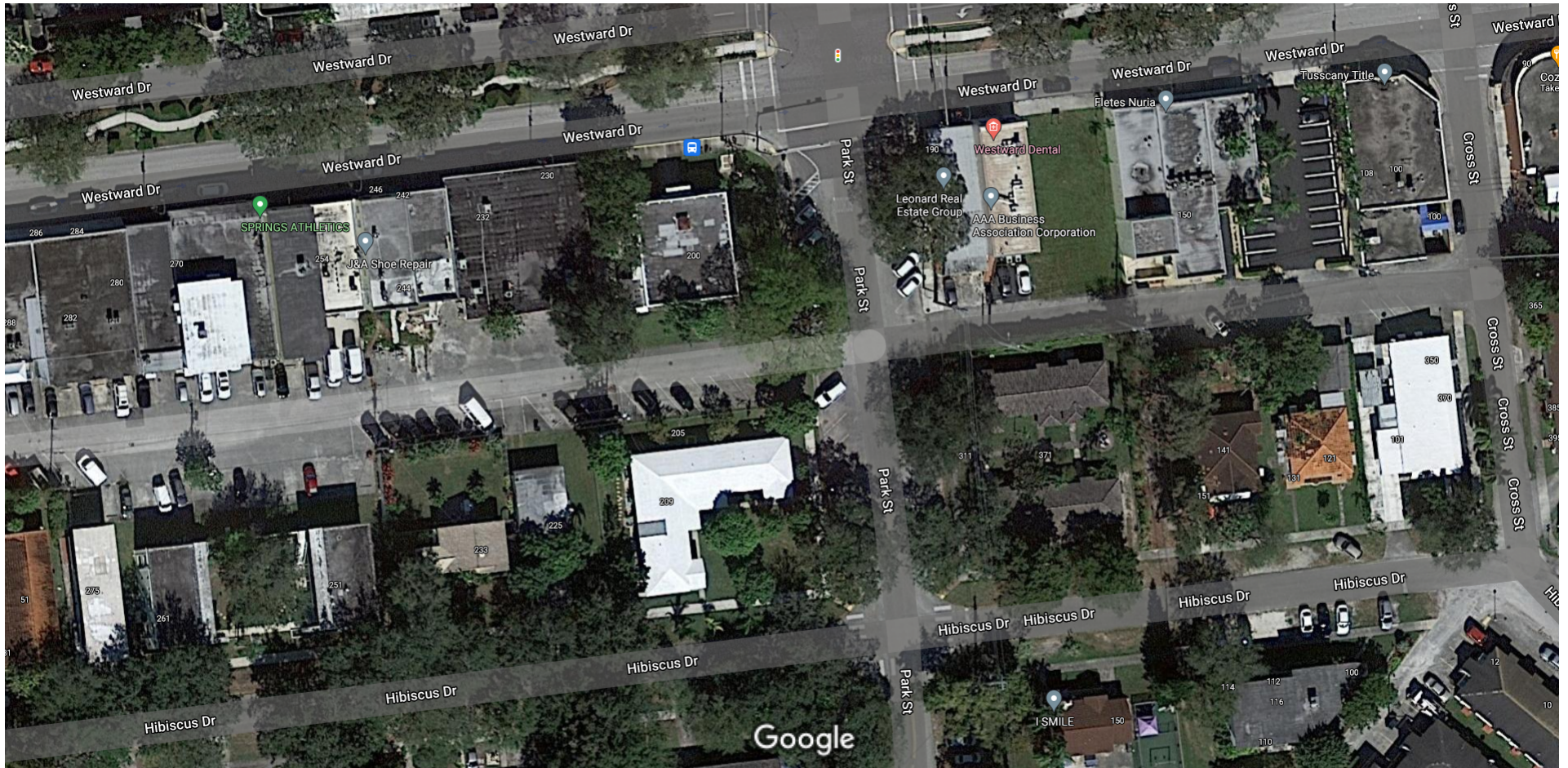
MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, 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: 5/10/2021

To: The Honorable Mayor and Members of the City Council

From: William Alonso, City Manager 

Subject: Annual Stafford Golf Tournament

The annual Stafford Golf Tournament this year will take place on Friday June 11, 2021. This date also marks the 30th anniversary of Officer Charles Stafford ultimate sacrifice in the line of duty for our City.

Each year the Council budgets \$2,000 towards this event. Lt. Gurney, who is the tournament coordinator, has requested (see attached) that council consider increasing this amount this year by an additional \$3,000 for a total city contribution of \$5,000. This will allow the tournament to add more amenities in order to make this year's event.

Funds are available in Councils events budget.

**Miami Springs Police
Fraternal Order of Police
Circle Lodge No. 11**

Memorandum

To: William Alonso, City Manager

From: Lieutenant Claire Gurney, Tournament Coordinator *CG*

Subject: 14th Annual Charles B. Stafford
Memorial Golf Tournament Donation

Date: April 28, 2021

The Miami Springs Fraternal Order of Police is hosting the 14th Annual Charles B. Stafford Memorial Golf Tournament on Friday, June 11, 2021. June 11, 2021, marks 30 years since Officer Stafford made the ultimate sacrifice and lost his life in the line of duty for the City of Miami Springs.

We are adding additional amenities to make this year's tournament the best one yet. This includes an appearance by Sebastian the Ibis, the mascot for the University of Miami, a photo booth for the participants to have a memory of the tournament, as well as additional food and beverages on the course. The donation by the City of Miami Springs would help with the additional costs associated with the amenities, thereby providing the opportunity for more funds to be donated to the charities.

Proceeds from the tournament benefit the Miami Springs Fraternal Order of Police Lodge No. 11, Police Officer Assistance Trust (POAT) and Concerns of Police Survivors (COPS). C.O.P.S. is a nation-wide organization that assists families whose loved one was taken in the line of duty. POAT is dedicated to helping the law enforcement community of Miami-Dade County by providing assistance to the officers and their families in the times of hardship and personal crisis. The Miami Springs Fraternal Order of Police Lodge No. 11 is a non-for-profit local organization that sponsors local youth programs, as well as other community groups.

I thank you for your consideration of this very worthwhile event.

Miami Springs FOP Lodge No. 11

INVOICE

INVOICE #157
DATE: APRIL 28, 2021

TO
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166
Attn: Finance Department

DESCRIPTION			AMOUNT
City Sponsorship of the 14th Annual "Charles B. Stafford" Memorial Golf Tournament Friday, June 11, 2021			
		TOTAL	3,000.00

Erika Gonzalez-Santamaria

From: MDCLC <mdclc@bellsouth.net>
Sent: Wednesday, April 14, 2021 8:52 AM
To: Erika Gonzalez-Santamaria; Juan Garcia
Subject: FW: MDCLC Board appointment

From: MDCLC <mdclc@bellsouth.net>
Date: Thursday, March 11, 2021 at 4:26 PM
To: Billy Bain <bainb@miamisprings-fl.gov>
Subject: MDCLC Board appointment



Dear Mayor Bain:

Allow me this opportunity to first thank you for your continued participation in and support of the Miami-Dade County League of Cities (MDCLC). President Keon Hardemon, and myself are well aware that MDCLC's success is a direct result of the hard work and dedication of its members. For this reason, we need your cooperation in making appointments to the Board.

Each member municipality designates one of its elected officials to serve as a **Director** and one as an **alternate Director** of the League for a period of one year. The term commences at the date of the Annual Meeting in the month of May, and runs until the following May.

Allow this letter to serve as a kind reminder that you are required to designate a Director and an alternate to represent your municipality on the MDCLC's Board preferably before **April 1st, 2021**. Please send us a note to the League office naming your appointments.

Thank you for your continued cooperation and support.

Sincerely,

Richard Kuper, Esq.
Executive Director

[“Safer at Home”](#)

Miami-Dade County League of Cities

19 West Flagler Street, Ste. 707

Miami, FL 33130

(305) 416-4155

(305) 416-4157

mdclc@bellsouth.net

www.mdclc.org

