



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

Vice Mayor Jacky Bravo
Councilman Walter Fajet, Ph. D.

Councilman Bob Best
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, October 11, 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:** Councilman Victor Vazquez
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Miami Springs Police Department Swearing-in Ceremony for new Officer Jorge Filgueira
 - B) Presentation of the Police Officer of the Month Award to Officer Fenicett Iribar for the month of September 2021
 - C) Yard of the Month Award – October 2021 – 145 Deer Run – Oliveri-Corcino Family
 - D) Presentation by Elaine Martin requesting a City donation for the upcoming Honor Flight South Florida event
- 5. Open Forum:** 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) September 27, 2021 – Regular Meeting
- 7. Reports from Boards & Commissions:** None.

8. Public Hearings: None.

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

A) Recommendation by staff that Council approve an expenditure under our current 48 month Lease Agreement with Toshiba America Business Solutions, Inc., utilizing the State of Florida contract # 600-100-11-1 (attached), in an amount not to exceed \$32,000.00 which includes the City's current lease for 9 Toshiba copiers citywide (\$13,369.56 annually) and includes the maintenance and replacement of ink cartridges for our desktop printers under Toshiba's Printer Program (\$18,630.44 annually), as funds were budgeted in the FY19/20 Budgets pursuant to Section §31.11 (E)(5)(c) of the City Code

B) Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source provider, on an "as needed basis" in the amount of \$35,300.00, for greater local access and more informative notification of advertising and legal notices to the residents of public ordinances and state and federal grant awards of the City as there is only one local source that delivers to every household in Miami Springs for the required service(s) and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

C) Recommendation by Public Works that Council allow this issuance of an increase to Petersen Industries Purchase Order, as a sole source provider, as there is only one source (proof attached) for the required in an amount not to exceed \$30,000.000 for the hydraulic parts for the cranes, pursuant to Section §31.11 (E)(5) of the City Code

D) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Auto Zone, utilizing National IPA under contract # R170201 (attached), for the remainder of their contract term, including any extensions through 04/30/2021, in an amount not to exceed \$20,000.00 for parts & repairs on trucks as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

E) Recommendation by the Police Department that Council approve an expenditure to Axon Enterprise, Inc., as a sole source provider, in the amount of \$16,203.00, for 420 X2 Smart Cartridges, 4 and Conductive Targets, as funds were approved in the FY 20/21 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

F) Recommendation by Golf that Council approve an expenditure to Acushnet, as a sole source provider, in an amount not to exceed \$44,400, for purchasing Titleist and Foot Joy merchandise to be re-sold in the golf pro shop as there is only one source (proof attached) for the required materials and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

G) Recommendation by Golf that Council waive the competitive bid process in the best interest of the City and approve an expenditure to Aeration Technology, in an amount not to exceed \$20,000, for aeration services during the summer months as there is only one source for the required service(s) and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code *(4/5ths vote of Council is required)*

H) Recommendation by Golf that Council approve an expenditure to Hector Turf, as the sole distributor within the Southeast Florida region, in an amount not to exceed \$25,000, for parts needed to repair Toro golf equipment and for required supplies, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

I) Recommendation by Golf that Council waive the competitive bid process in the best interests of the City because of the installation of the free satellite tank monitors which has lowered the overall fuel costs to the city by an estimated \$15,600 in comparison to previous years and approve an expenditure to Tropic Oil, in an amount not to exceed \$25,000, for fuel supply services at Miami Springs Golf & Country Club as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code (*4/5ths vote of Council is required*)

J) Recommendation by Golf that Council approve an expenditure to Ultimate Corporate Advertising, as a sole source provider, in an amount not to exceed \$25,000, for advertising the Miami Springs Golf and Country Club in a sports yearbook as there is only one source for the required service(s) and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

K) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Superior Park Systems, Inc. For The Tennis Court Resurfacing Project; Approving A Construction Agreement In An Amount Not To Exceed \$16,632.00; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing The City’s 2022 Legislative Priorities And State Appropriation Requests; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Providing For The Fourth And Final Budget Amendment To The Fiscal Year 2020-2021 General Fund, Capital Projects Fund, And Stormwater Enterprise Fund Budgets; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Providing For The First Budget Amendment To The Fiscal Year 2021-2022 General Fund, Special Revenue, And Capital Projects Fund Budgets By Re-Appropriating Reserved Fund Balances To Fund Open Encumbrances Through September 30, 2021; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Settlement Agreement With Runway Partners, Llc In The Pending Litigation Styled City Of Miami Springs V. Runway Partners, LLC, Miami-Dade County Case No. 2020-019872-Ca-01; Providing For Authorization; And Providing For An Effective Date

E) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of A Vehicle From Duval Ford, LLC In An Amount Not To Exceed \$44,303 Utilizing The Terms And Conditions Of The Florida Sheriffs Association’s Contract Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date

F) Consideration of the Board of Parks and Parkways Recommendations for nominating the Yard of the Month Awards for October, November, and December 2021

12. Other Business:

A) Vote of Confidence for the City Manager as Required by Section 4.02 (2) of the City Charter

B) Consideration by Council to cancel the November 22nd and December 27th Council Meetings due to the upcoming holidays

C) Request by Mayor Mitchell to discuss a proposed ordinance to prevent hotels and other businesses in the City from being used for purposes other than that for which they are licensed

D) Request by Vice Mayor Bravo to discuss a proposed ordinance for the prohibition of feeding wildlife and fowl of any kind; songbirds excluded with restrictions

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, October 11, 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/UC2at9KNngUxZRSw1UkhdHLQ/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



Mission Statement

Our mission is the reduction of crime and the improvement of the quality of life. In accomplishing these goals, personal service will be our commitment, honor and integrity our mandate. We respect the dignity and personal liberties of all people. We strive to maintain a partnership with the community to ensure that Miami Springs remains a place where people can live and work safely, without fear.



***Miami Springs Police Department
Swearing in Ceremony for***

Jorge Filgueira

October 11th, 2021

7:00 p.m.

Council Chambers

City of Miami Springs

201 Westward Drive

Miami Springs, Florida 33166



City of Miami Springs Officials

*Mayor Maria Puente Mitchell
Vice Mayor Jacky Bravo
Councilman Bob Best
Councilman Walter Fajet
Councilman Victor Vazquez*

*City Manager William Alonso
Assistant City Manager Tammy Romero
Chief of Police Armando Guzman
City Clerk Erika Gonzalez-Santamaria
City Attorney Haydee Sera*

Welcoming Remarks

Chief Armando Guzman

~

Swearing In Ceremony

Police Officer Jorge Filgueira

Oath of Office

I, Jorge Filgueira, do solemnly swear, that I will support and defend the Constitution of the United States, and the Constitution of the State of Florida against all enemies, foreign and domestic; that I will bear true faith and allegiance, to the same; to uphold and enforce the laws of the United States, the State of Florida, the County of Miami-Dade, and the City of Miami Springs; that I take this obligation freely, without any mental reservations or purposes of evasion; and that I will well and faithfully discharge the duties, of Police Officer, of the City of Miami Springs, acting to the best of my ability, so help me God.



Miami Springs
Police Department

Memorandum

To: Officer Fenicett Iribar
From: Armando Guzman, Chief of Police *Armando Guzman 10/5/21*
Subject: Officer of the Month – September 2021
Date: October 5, 2021

On September 13, 2021, Sergeant Albert Sandoval submitted a recommendation that you receive the Officer of the Month Award for September 2021 (attached).

The Miami Springs Police Department Administration has concurred with Sergeant Sandoval's recommendation. You are invited to attend the regularly-scheduled City Council Meeting on October 11 at 7:00 p.m., when this award will be publicly presented to you. You are invited to bring with you any family members, friends, or associates to share in this occasion.

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

/aq

Attachments

cc: City Manager William Alonso
Captain J. Deal
Lieutenant C. Gurney
Lieutenant F. Perez
Lieutenant C. Nunez
Sergeant Albert Sandoval
Community Policing Office
Personnel File
Bulletin Board

Officer of the Month



MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Fenicett Iribar **I.D. #** 0207

Classification: Officer **Assignment:** Afternoon Shift

On September 10, 2021, Officer Fenicett Iribar was on patrol when he observed a black 2016 Mercedes Benz G-Wagon traveling westbound on S. Royal Poinciana Blvd. The vehicle had dark prohibited window tints and a metal frame around the license plate obscuring the county of issue. Based on those violations, Officer Iribar conducted a traffic stop on the vehicle at the intersection of Kenmore and Oakwood Drive. As Officer Iribar approached the vehicle, he detected a strong odor of cannabis emanating from within the vehicle. Officer Iribar noticed that the sole occupant of the vehicle appeared nervous and was sweating profusely. As a result of his behavior, Officer Iribar asked the driver for consent to search the vehicle. The driver verbally consented to a search and stepped out of the vehicle so a search could be conducted. A search of the vehicle yielded \$25,255.00 in quick count bundles of different denominations in a black Coach bag on the backseat. Officer Iribar also found two, thirty-one-gallon plastic storage containers in the rear compartment containing 40 individually vacuumed sealed plastic bags. Each bag contained approximately one pound of cannabis, with a total approximate weight of 44 pounds of cannabis all together.

Officer Iribar's sound use of proactive patrol techniques and keen investigative skills led to the removal of illegal narcotics and its' cash proceeds off the streets of Miami Springs. I would like to formally commend Officer Iribar for a job well done and recommend him for Officer of the Month for September 2021.

Date: 09/13/2021

Distribution:

- Employee Personnel File
- Employee (Original)
- Bulletin Board
- City Manager

Recommended by: Albert Sandoval
Sergeant: [Signature]
Lieutenant: [Signature] 09/15/2021
Captain: [Signature]
Chief of Police: Armando Guzman 9/16/2021



CERTIFICATE OF RECOGNITION

Presented to

The Oliveri – Corcino Family

Of

145 DEER RUN

for their home being designated as

***“YARD OF THE MONTH”
October, 2021***

Presented this 11th day of October, 2021.

CITY OF MIAMI SPRINGS, FLORIDA

Maria Puente Mitchell
Mayor

ATTEST:

Erika Gonzalez, MMC
City Clerk



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, September 27, 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 7:05 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 (via Zoom)

2. **Invocation:** Offered by Councilwoman Jacky Bravo
Pledge of Allegiance: Audience led the Pledge of Allegiance and Salute to the Flag.

3. **Agenda / Order of Business: None at this time.**

4. **Awards & Presentations:**

A) Presentation by the Woman's Club on the "The Witches of Westward" event on October 23rd and October 24th

Witch Binks representing the "Witches of Westward" affiliated with the Miami Springs Woman's Club spoke of the event occurring on October 23rd and 24th for the Halloween season. She also requested from the City Council to allow the witches fly their brooms those evenings, the City Council gave general consensus on the request.

5. **Open Forum:** The following members of the public addressed the City Council: No speakers at this time.

6. **Approval of Council Minutes:**

A) August 30, 2021 – Budget Workshop

B) September 13, 2021 – Regular Meeting

Vice Mayor Best moved to approve the minutes of August 30, 2021 Budget Workshop, and September 13, 2021 Regular Meeting. Councilwoman made a correction to 8B motion, *“Councilman Fajet made a motion to set the millage rate at the rollback rate of 7.2095 mills and to include the tuition reimbursement program as part of the budget, any deficit would be covered by the reserves. ~~Councilman Fajet~~ Councilwoman Bravo seconded the motion...”* 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:

A) Board update by Eric Richey, Chair of the Parks and Parkways Advisory Board

Chair Richey provided a brief update on the advisory boards past and current actions and projects. He thanked the City Council for the invitation.

B) Board update by Wendy Anderson-Booher, Chair of the Ecology Advisory Board

Chair Anderson-Booher gave a brief update on the Board’s recent actions and upcoming projects. She thanked the City Council for having her present this evening.

8. Public Hearings:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting The Final Millage Rate For The Fiscal Year Commencing October 1, 2021 And Ending September 30, 2022 In The Amount Of 7.2095 Mills, Which Is The Same As The Roll-Back Rate Of 7.2095 Mills; Announcing The Percentage Increase In Property Taxes; And Providing For An Effective Date

City Attorney Haydee Sera read the Resolution by title. Mayor Mitchell opened the public hearing; there were no speakers. The public hearing closed.

Councilman Vazquez moved to approve the Resolution as read. Vice Mayor Best 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) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Final Budget For The Fiscal Year Commencing October 1, 2021 And Ending September 30, 2022; Providing For Expenditure Of Budgeted Funds; Providing For Budgetary Controls; Providing For Grants And Gifts; Providing For Budget

Amendments; Providing For Encumbrances; And Providing For An Effective Date

City Attorney Haydee Sera read the Resolution by title. Mayor Mitchell opened the public hearing; there were no speakers. The public hearing closed.

Councilman Fajet moved to approve the Resolution 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.

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

10. Old Business: None at this time.

11. New Business:

A) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Professional Services Agreement With Belltower Consulting Group, LLC For Grant Writing Services In An Amount Not To Exceed \$36,000 For An Initial One-Year Term With Up To Four One-Year Option Terms; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolution by title. Keesha Morris-Moreau, President and CEO of Belltower Consulting Group was present to answer the City Council’s questions.

Vice Mayor Best moved to approve the Resolution as read. 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) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Submission Of A Grant Application To The Florida Department Of Transportation (FDOT) Relating To Transportation Services; Authorizing The Acceptance Of A Grant Award From FDOT, If Awarded; Authorizing The Purchase Of Vehicles And/Or Equipment And/Or Expenditure Of Grant Funds Pursuant To A Grant Award; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Vazquez moved to approve the Resolution as read. 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.

12. Other Business:

- A) Update on Nuisance Abatement Board

City Manager William Alonso provided an update on the status of the Nuisance Abatement Board. He stated that Staff's recommendation is to designate the Code Compliance Board as the Public Nuisance Abatement Board. He stated that there will be very few cases at this time, and in the event, there is a higher number of cases then a recommendation in the future will be to appoint members to a separate board for the Nuisance Abatement Board.

13. Reports & Recommendations:

- A) City Attorney

- Request for Executive Session reference City of Miami Springs v. Runway Partners LLC

City Attorney Haydee Sera requested from the City Council a few dates and times to meet for an Executive Session. After some discussion, the City Council conceded to schedule the Attorney-Client meeting for October 4, 2021 at 6:00 p.m.

- B) City Manager

City Manager William Alonso advised that the vaccination site will be available every Tuesday and Friday at the Aquatic Center. He also informed the Council that he Mobile Driver Licenses will be starting in October.

- C) City Council

Vice Mayor Best thanked the Chairs of the Boards that attended this evening to provide updates on their respective boards to Council. He thanked the Administration for hiring a Grant Writer without expending too much funding. He also provided an update on the War Memorial project being done by the American Legion.

Councilwoman Bravo thanked City Council and City Staff for another purposeful meeting. She thanked Vice Mayor Best for always considering the resident veterans.

Councilman Fajet thanked the City Manager and City Staff for the budget process and having no speakers during the budget process says a lot about the outcome. He also thanked all the members of the City's Advisory Boards for their time and dedication.

Councilman Vazquez expressed the need to review the City Code on signage, specifically on NW 36th Street. Councilman Vazquez thanked his colleague Vice Mayor Best for his efforts in the process of the War Memorial project.

Mayor Mitchell thanked Vice Mayor Best and Councilman Vazquez; and Manny Perez, Architect, for their continuous efforts on the War Memorial project. She reminded the Council and the public that the second Business and Economic Task Force meeting will take place on October 7th at 6:00 p.m.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:55 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 11th day of October, 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.



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Finance Director

From: Tammy Romero, Assistant City Manager

Subject: Toshiba Copier Leases and Managed Print Services Program - Citywide

RECOMMENDATION:

Recommendation by staff that Council authorize the issuance and/or execution of a Purchase Order with Toshiba American Business Solutions, Inc., utilizing the State of Florida Alternate Contract Source Number 44000000-NASPO-19-ACS- led by the State of Colorado’s ASPO Value Point Master Agreement number: 140604 (attached), in an amount not to exceed \$31,500.00 which includes the City’s currently leased 9 Toshiba copiers citywide (\$18,705.00 annually) and the Managed Print Services for the maintenance and replacement of ink cartridges for citywide desktop printers under NASPO Value Point Program (\$10,870.00 annually), and \$1,925.00 for any overages for excessive copies over our monthly allowances as funds were budgeted in the FY21/22 departmental budgets pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION:

The City currently leases 9 copiers from Toshiba in which we are currently in our thirteenth month of our 48-month lease. In addition to the leased copiers the City also utilizes Toshiba’s Managed Print Services Program for maintenance and replacement ink cartridges for all of the qualifying desktop printers within the City. The current State contract offers lower monthly rates over the 48-month lease utilizing the State of Florida’s Agreement No. 44000000-NASPO-19-ACS via solicitation RFP-NP-18-001.

FISCAL IMPACT: None, as each department budgets for their own departmental copiers and printers.

Submission Date and Time: 9/9/2021 2:45 PM

| | | |
|---|--|--|
| <p><u>Submitted by:</u></p> <p>Department: <u>Finance</u></p> <p>Prepared by: <u>Tammy Romero</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p> | <p><u>Funding:</u></p> <p>Dept./ Desc.: <u>various/Rentals & Leases</u></p> <p>Account No.: City Clerk 001-0301-513-4400 Bldg/Code 145-2401-524-4400 Police 001-2001-521-4402 CPO 650-2011-521-4402 Finance 001-0501-513-4400 PW 001-5401-541-5200 SC 140-5101-519-4400</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ <u>31,500.00</u></p> <p>Total vendor amount: \$ <u>31,500.00</u></p> |
|---|--|--|



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager / Finance Director

From: Tammy Romero, Assistant City Manager

Subject: River Cities Gazette- Local Advertising

RECOMMENDATION:

Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source local provider, on an "as needed basis" in the amount of \$32,200.00, for greater local access and more informative notification of advertising and legal notices to the residents of public ordinances and state and federal grant awards of the City as there is only one local source that delivers to every household in Miami Springs for the required service(s) and as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: Advertising for greater local access and more informative notification of advertising and legal notices to the residents of public ordinances and state and federal grant awards of the City and for the four-page full color monthly News Bulletin mailed to all residents.

FISCAL IMPACT: None as funds were approved in the FY 21/22 Budget.

Submission Date and Time: 9/9/2021 9:15 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|---|--|
| <p>Department: <u>City Manager</u></p> <p>Prepared by: <u>Tammy Romero</u></p> <p>Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p> | <p>Dept./ Desc.: <u>Various Depts.</u></p> <p>Account No.: City Clerk/ Promotion & Adv. /001-0301-513-48-02: <u>\$5,000.00</u> Fin. /Promotion & Adv. /001-0501-513-47-00: <u>\$500.00</u> Fin./Prof. Serv./Promotion & Adv. /001-0502-513-47-00: <u>\$19,200.00</u> Recreation/ Promotion & Adv./ 001-5701-572-47-00: <u>\$2,500.00</u> Golf/ Promotion & Adv./ 001-5707-572-48-00: <u>\$5,000.00</u></p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ <u>32,200.00</u></p> <p>Total vendor amount: \$ <u>32,200.00</u></p> |



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Fin. Director

From: Lazaro Garaboa, Public Works Director

Subject: Purchase Order Increase – Petersen Industries

RECOMMENDATION:

Recommendation by Public Works that Council allow this issuance of an increase to Petersen Industries Purchase Order, as a sole source provider, as there is only one source (proof attached) for the required in an amount not to exceed \$30,000.000 for the hydraulic parts for the cranes, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: Repair the hydraulic parts on the cranes.

Submission Date and Time: 9/23/2021 11:48 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|--|
| Department: <u>Public Works</u> | Dept. Head: _____ | Dept./ Desc.: <u>City Cranes.</u> |
| Prepared by: <u>Rachel Buckner</u> | Procurement: _____ | Account No.: <u>xxx-xxxx-xxx-4510</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: \$ _____ |
| | | Current request: \$ <u>30,000.00</u> |
| | | Total vendor amount: \$ <u>30,000.00</u> |



RE: Lightning Loader Parts

To Whom It May Concern:

This letter is to confirm that Petersen Industries sells Lightning Loader parts directly to customers at the factory direct price. Those parts that we manufacture ourselves, which includes most of the parts that make up the loader, are available directly from Petersen and are proprietary parts.

Petersen stocks over \$750,000 worth of parts at the factory. Most parts, with the exception of some larger assemblies, will ship the day the order is received. Our Parts Department is open Mon – Fri from 7:00AM – 4:30PM. Our staff stands by ready to assist.

If you have any questions, please contact James Miller, our Parts Department Manager, at 1-800-930-5623, ext. 240.

Sincerely
James Miller
Parts/Service Manager

WWW.PETERSENIND.COM

4000 SR 60 West | Lake Wales, FL 33859-8234 | t 800.930.LOAD (5623) | p 863.676.1493 | f 863.676.6844



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Fin. Director

From: Lazaro Garaboa, Public Works Director

Subject: Blanket Purchase Order – Auto Zone

RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Auto Zone, utilizing National IPA under contract # R170201 (attached), for the remainder of their contract term, including any extensions through 04/30/2022, in an amount not to exceed \$20,000.00 for parts & repairs on trucks as funds were budgeted in the FY 21/22 Budget pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: This is for the purchase of truck & vehicle parts and truck repairs.

Spent in FY: 20/21, \$5,303.45

Submission Date and Time: 9/23/2021 11:47 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|--|
| Department: <u>Public Works</u> | Dept. Head: _____ | Dept./ Desc.: <u>All divisions that have vehicles.</u> |
| Prepared by: <u>Rachel Buckner</u> | Procurement: _____ | Account No.: <u>xxx-xxxx-xxx-4510</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: \$ _____ |
| | | Current request: \$ <u>20,000.00</u> |
| | | Total vendor amount: \$ <u>20,000.00</u> |



October 20, 2020

Joe Sellers
Commercial Vice President
AutoZone Parts, Inc.
123 South Front Street
Memphis, TN 38103
joe.sellers@autozone.com

Re: Renewal Award of Contract #R170201

Dear Mr. Sellers:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 20, 2020, Region 4 ESC is pleased to announce that AutoZone Parts, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on February 23, 2017, and subsequent performance thereafter:


Contract

Automotive Parts and Supplies

The contract will expire on April 30, 2022, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Christine Dorantes, at (615) 431-8182 or christine.dorantes@omniapartners.com.

The partnership between AutoZone Parts, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

AB11C26E709E4C4...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



AGENDA MEMORANDUM

Meeting Date: October 11, 2021

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

Via: William Alonso, City Manager/Finance Director

From: *Armando Guzman 8/31/2021*
Armando Guzman, Chief of Police

Subject: FY 21/22 Police Taser Cartridges

Recommendation: Recommendation by the Police Department that Council approve an expenditure to Axon Enterprise, Inc., as a sole source provider, in an amount not to exceed \$16,787.00, for 420 X2 Smart Cartridges as funds were approved in the FY 21/22 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

Discussion/Analysis: The purchase of training cartridges are to be used for training, certification, & recertification. See attached Quote Q-334856-44438.720CG dated 08/30/2021, and Axon's Sole Source Letter.

Submission Date and Time: 8/31/2021 9:11 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|--|
| Department: <u>Police Department</u> Prepared by: <u>Ariadna Quintana</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Dept. Head: <i>Armando Guzman 8/31/21</i> Procurement: _____ Asst. City Mgr.: _____ City Manager: _____ | Police Operating Supplies Dept./ Desc.: <u>Police Education & Training</u> <u>001-2001-521.52-00 \$4,985.00</u> Account No.: <u>001-2001-521.58-00 \$11,802.00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>(FY20/21) \$16,203.00</u> Current request: \$ <u>\$16,787.00</u> Total vendor amount: \$ <u>\$16,787.00</u> |



17800 N 85TH STREET
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8/23/2021

To: *Miami Springs Police Department*

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER CEW Descriptions



TASER 7 CEW

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ CEW

- Multiple-shot CEW for agencies that deploy CEWs mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services



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- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERS (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with



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an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand CEW Model Numbers

1. Conducted Energy Weapons (CEWs):
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 -
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this CEW to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 20012
 - Close Quarter cartridge, 12 degrees, Model 20013
4. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
5. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible



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- with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 7. Power Modules (Battery Packs) for TASER 7 CEWs:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
- 8. Battery Packs for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
- 9. TASER 7 Dock:
 - TASER 7 Dock Core and Multi-bay Module: 74200
- 10. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
- 11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 12. CEW Holsters:
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
- 13. TASER Simulation Suit II Model 44550
- 14. TASER 7 conductive target Model: 80087
- 15. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability



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- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera



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- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence



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- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and



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- funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other



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- systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs



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SCOTTSDALE, ARIZONA 85255

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- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554



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- Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
 8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
 9. Axon Body 2 Camera Model: 74001
 10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
 11. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 12. Axon Signal Unit Model: 70112
 13. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116



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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
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 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Fleet 2 Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
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 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P CEW, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7** Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.
5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.
8. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
9. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.



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SCOTTSDALE, ARIZONA 85255

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| | |
|---|---|
| SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS | SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS |
| <p>Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p> | <p>Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p> |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, BLACKHAWK! is a trademark of the Blackhawk Products Group, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Safariland is a trademark of Safariland, LLC, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Aware, Axon Citizen, Axon EvidenceAxon Flex, Axon Interview, Axon Records, Fleet, TASER CAM, X2, X26, TASER 7, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2020 Axon Enterprise, Inc.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-334856-44438.720CG

Issued: 08/30/2021

Quote Expiration: 10/31/2021

EST Contract Start Date: 10/01/2021

Account Number: 120152

Payment Terms: N30

Delivery Method: Fedex - Ground

| SHIP TO | BILL TO |
|---|---|
| Business;Delivery;Invoice-201 Westward Dr 201 Westward Dr Miami Springs, FL 33166-5259 USA | Miami Springs Police Dept. - FL 201 Westward Dr Miami Springs, FL 33166-5259 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|--|--|
| Christian Gardner Phone: (480) 502-6209 Email: cgardner@axon.com Fax: | Albert Sandoval Phone: (305) 332-1087 Email: asandoval@mispd.us Fax: (305) 884-2384 |

| | |
|-------------------------------|--------------------|
| Program Length | 60 Months |
| TOTAL COST | \$16,786.80 |
| ESTIMATED TOTAL W/ TAX | \$16,786.80 |

| | |
|----------------------|---------------|
| Bundle Savings | \$0.00 |
| Additional Savings | \$0.00 |
| TOTAL SAVINGS | \$0.00 |

| PAYMENT PLAN | | |
|--------------|--------------|------------|
| PLAN NAME | INVOICE DATE | AMOUNT DUE |
| | | |

| BILLED ON FULFILLMENT | | |
|-----------------------|--------------|-------------|
| PLAN NAME | INVOICE DATE | AMOUNT DUE |
| None | As Fulfilled | \$16,786.80 |

Quote Details

Bundle Summary

| Item | Description | QTY |
|------|-------------|-----|
|------|-------------|-----|

Individual Items USD

| Category | Item | Description | QTY |
|----------|-------|------------------------------|-----|
| Other | 22185 | 25 FT SMART CARTRIDGE, X2 NS | 120 |
| Other | 22184 | 15 FT SMART CARTRIDGE, X2 NS | 300 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/30/2021



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Finance Director

From: Paul O'Dell, Golf and Country Club Director

Subject: Acushnet

RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Acushnet, as a sole source provider, in an amount not to exceed \$44,400, for purchasing Titleist and Foot Joy merchandise to be re-sold in the Golf Pro Shop as there is only one source (proof attached) for the required materials and as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: Acushnet owns the rights to Titleist and Foot Joy Brand. We purchase their merchandise through a discounted program and re-sale them at market price at our Golf Pro Shop.

Spent in FY 20/21: \$44,287.00

Submission Date and Time: 9/29/2021 4:27 PM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|---|
| Department: <u>Golf</u> | Dept. Head: _____ | Dept./ Desc.: <u>Golf Course Operations</u> |
| Prepared by: <u>Tammy Romero</u> | Procurement: _____ | Account No.: <u>001-5707-572-5205</u> |
| Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Asst. City Mgr.: _____ | Additional Funding: <u>N/A</u> |
| Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City Manager: _____ | Amount previously approved: \$ <u>0</u> |
| | | Current request: \$ <u>44,400.00</u> |
| | | Total vendor amount: \$ <u>44,400.00</u> |

ACUSHNET COMPANY

October 16, 2020

Miami Springs Country Club
Attn: Mason Kegley

Re: Sole Source Letter

Dear Mr. Kegley

Thank you for your interest in Acushnet Company products. This letter is to inform you that Acushnet Company is the exclusive manufacturer of Titleist®, FootJoy® and Pinnacle ® golf products.

The Company sells directly to retailers without the assistance of any distributors. The Company's direct accounts are not authorized to sell the Company's products to other points-of-sale. Therefore, the Company is the sole source of the products at wholesale prices.

Should you have any questions regarding the content of this letter, please do not hesitate to contact me at (508) 979-3355.

Sincerely,



Peter E. Pateline

Sr. Director of Sales Admin/Ops - FootJoy

Titleist®

P.O. Box 965
Fairhaven, MA 02719-0965



508-979-2000 phone
800-577-1002 fax



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Finance Director

From: Paul O'Dell, Golf and Country Club Director

Subject: Aeration Technology

RECOMMENDATION:

Recommendation by Golf that Council waive the competitive bid process in the best interest of the City and approve an expenditure to Aeration Technology, in an amount not to exceed \$20,000, for aeration services during the summer months as there is only one source for the required service(s) and as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION: Aeration Technology is the only provider for golf course aeration services in the Southeast Florida region. The Aerification is a 5-day process which is completed quarterly on the golf greens in which holes are put into the greens to allow for air to be able to get into the soil beneath the green needed for its growth. This aeration process is needed because the soil beneath the surface of the green becomes compacted.

Spent in FY 20/21: \$ 20,000

Submission Date and Time: 10/5/2021 10:26 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|--|
| Department: <u>Golf</u> | Dept. Head: _____ | Dept./ Desc.: <u>Golf Course Maintenance</u> |
| Prepared by: <u>Laurie Bland</u> | Procurement: _____ | Account No.: <u>001-5708-572-5200</u> |
| Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Asst. City Mgr.: _____ | Additional Funding: <u>N/A</u> |
| Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City Manager: _____ | Amount previously approved: \$ <u>0</u> |
| | | Current request: \$ <u>20,000.00</u> |
| | | Total vendor amount: \$ <u>20,000.00</u> |

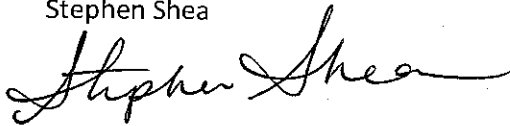
Aeration Technology Inc.
PO Box 9265
Tavernier, Fl. 33070

City of Miami Springs
Attn: Laurie

We are the only contractor in the Southeast Florida region that does aeration Services.

Any questions, please feel free to contact me.

Thanks,
Stephen Shea

A handwritten signature in black ink that reads "Stephen Shea". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Finance Director

From: Paul O'Dell, Golf and Country Club Director

Subject: Hector Turf

RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Hector Turf, as the sole distributor within the Southeast Florida region, in an amount not to exceed \$25,000, for parts needed to repair our Toro golf equipment and for required supplies, as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: Hector Turf is the sole distributor for the Southeast Florida region that carries the parts and supplies needed in order to maintain all of the Toro golf equipment at the golf course.

Spent in FY 20/21: \$24,396.00

Submission Date and Time: 9/29/2021 4:27 PM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|--|
| Department: <u>Golf</u> | Dept. Head: _____ | Dept./ Desc.: <u>Golf Course Maintenance</u> |
| Prepared by: <u>Laurie Bland</u> | Procurement: _____ | Account No.: <u>001-5708-572-4600</u> |
| Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Asst. City Mgr.: _____ | Additional Funding: <u>N/A</u> |
| Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City Manager: _____ | Amount previously approved: \$ <u>0</u> |
| | | Current request: \$ <u>25,000.00</u> |
| | | Total vendor amount: \$ <u>25,000.00</u> |



1301 N.W. THIRD STREET • DEERFIELD BEACH, FL 33442
(954) 429 – 3200 • FAX (954) 725-6701

October 3, 2017

Via E-mail: blandl@miamisprings-fl.gov

Miami Springs Golf Club
Ms. Laurie Bland
650 Curtiss Parkway
Miami Springs, FL 33166

Dear Ms. Laurie Bland:

This letter is to inform you that Hector Turf is the sole source distributor of Toro commercial products, parts, and services for the Southeast Florida area. The Toro commercial product line includes Greensmasters, Groundsmasters, Reelmasters, Utility Vehicles, Sprayers, Debris Equipment, Aeration Equipment, Sand Pros, Commercial Parts, and Irrigation Products.

Thank you for being a valued Toro customer and we look forward to assisting you in the near future.

HECTOR TURF

Doug Francis
Sales Account Representative
Commercial Products

Enclosure

Serving South Florida for Over 100 Years



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Finance Director

From: Paul O'Dell, Golf and Country Club Director

Subject: Tropic Oil

RECOMMENDATION:

Recommendation by Golf that Council waive the competitive bid process in the best interests of the City because of the installation of the free satellite tank monitors which has lowered the overall fuel costs to the city by an estimated \$15,600 in comparison to previous years and approve an expenditure to Tropic Oil, in an amount not to exceed \$25,000, for fuel supply services of diesel and regular fuel at Miami Springs Golf & Country Club as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION: Tropic Oil installed a free satellite tank monitor which has lowered the overall costs of fuel to the Miami Springs Golf & Country Club. We have been testing the monitoring system for the past year and currently have saved approximately \$15,600. Because our fuel storage tanks can only hold up to 1000 gallons, 500 gallons for unleaded and 500 gallons for dyed off road diesel, this new technology has allowed us to better monitor our fuel consumption, efficiency, and bring our costs down overall. Only fueling as needed when fuel levels measure below an overall threshold of 600 gallons combined and we do not have to pay any delivery fees. In the event of a natural disaster or state of emergency Tropic Oil has agreed to supply us with a secondary/temporary fuel storage tank should our storage tank fail.

Spent in FY 20/21: \$ 28,255.00

Submission Date and Time: 9/29/2021 4:26 PM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|--|
| Department: <u>Golf</u> | Dept. Head: _____ | Dept./ Desc.: <u>Golf Course Maintenance</u> |
| Prepared by: <u>Laurie Bland</u> | Procurement: _____ | Account No.: <u>001-5708-572-5202</u> |
| Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Asst. City Mgr.: _____ | Additional Funding: <u>N/A</u> |
| Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City Manager: _____ | Amount previously approved: \$ <u>0</u> |
| | | Current request: \$ <u>25,000.00</u> |
| | | Total vendor amount: \$ <u>25,000.00</u> |



AGENDA MEMORANDUM

Meeting Date: 10/26/2020

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

Via: William Alonso, City Manager/Fin. Director

From: Paul O'Dell, Golf and Country Club Director

Subject: Ultimate Corporate Advertising

RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Ultimate Corporate Advertising, as a sole source provider, in an amount not to exceed \$25,000, for advertising the Miami Springs Golf and Country Club in a sports yearbook as there is only one source for the required service(s) and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: To continue to advertise in the local sporting teams year books such as the Miami Heat, Miami Marlins and Miami Dolphins, and all of the local university teams.

Spent in FY 19/20: \$ 40,000

Submission Date and Time: 10/7/2021 3:15 PM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|--|--|---|
| Department: <u>Golf</u> Prepared by: <u>Laurie Bland</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____ | Dept./ Desc.: <u>Golf Course Operations</u> Account No.: <u>001-5707-572-4800</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>0</u> Current request: \$ <u>25,000.00</u> Total vendor amount: \$ <u>25,000.00</u> |



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Tennis Court Repairs and Re-Surfacing

RECOMMENDATION:

Recommendation by Recreation that Council approve an expenditure in an amount not to exceed \$16,632.00, to Superior Park Systems, the lowest responsible quote after obtaining three written quotes (attached), for the resurfacing of the two front courts at the Tennis Center as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (C)(2) of the City Code.

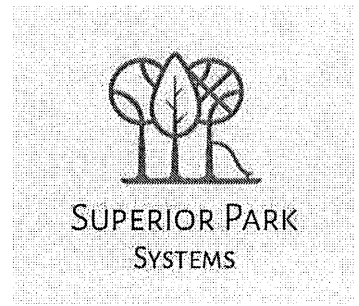
DISCUSSION:

The Tennis Courts surface is cracking and the courts are in need of repairs and resurfacing. This is for the two front courts of the Tennis Center, located at 401 Westward Drive, Miami Springs, FL 33166. The three back courts are due to be done during FY 22/23. These Tennis Courts are used on a daily basis for lessons, after-school care program, tournaments, High School Matches, clinics and for open tennis. We are hoping to have this project done during the Holiday break in December 2021 and the project should take a week to complete weather permitting. The back three courts will still be available to the public for use.

Submission Date and Time: 9/20/2021 12:27 PM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|--|---|--|
| <p>Department: Recreation</p> <p>Prepared by: Omar Luna</p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>Dept. Head: </p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p> | <p>Dept./ Desc.: Recreation/Tennis</p> <p>Account No.: 001-5703-572-63-00</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ 20,000.00</p> <p>Current request: \$ 16,632.00</p> <p>Total vendor amount: \$ 16,632.00</p> |

QUOTE 011152



QUOTE TO
 City of Miami Springs
 Parks and Recreation Dept.
 1401 Westward Drive
 Miami Springs, FL 33166
 Attn: Omar Luna, Director

SHIP TO
 City of Miami Springs
 Parks and Recreation Dept.
 1401 Westward Drive
 Miami Springs, FL 33166
 Attn: Omar Luna, Director

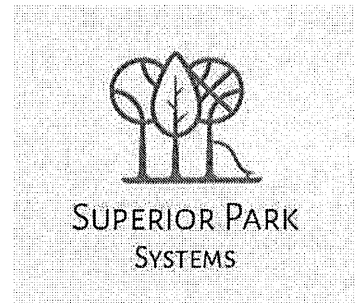
QUOTE NO. 011152
DATE 09/16/2021
EXPIRATION DATE

SHIP DATE

CUSTOMER NAME **LOCATION**
 City of Miami Springs

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|------|-----------|
| Resurface Miami Springs Tennis Center: Pressure clean the (2) courts to remove algae, loose paint, dirt & debris 2) Mechanically grind the courts surface to eliminate all raised edges on the structural cracks 3) Fill all cracks that are wider than 1/4" with a crack filler material 4) Flood the courts with water in order to identify low areas, If the courts have the industry standard 1" in 10" drain slope, we will patch any areas that are holding water deeper than 1/8" after the courts have dried in the sun for (1) hour. If the courts do not have the industry standard drain slope then we will patch as best as possible to thin outstanding water & help the courts dry faster. 5) Grind the courts raised to eliminate edges of the structural cracks. Filling all cracks that are wider than 1/4" with a crack filler material 6) Apply (4) coats of acrylic surface system to the courts to include (2) coats acrylic Resurfacer an even textured new wearing surface. 7) Apply (2) coats of "sport master color" & an in depth colored finished playing surface. Colors will match the existing, unless otherwise specified prior to work commencing. 8) Scrape the net posts to remove loose paint & surface rust then repaint them with (2) coats of rust prohibitive green paint 9) Reinstall the owners tennis nets and center straps 10) Hand mask and hand paint the 2" white playing lines. All lines will be installed to the specifications of the ASBA, ITF, and USTA. 11) Clean up constructive debris and leave the courts ready for play 24 hours after the nets are installed 12) Repair of court area that was cut and refilled with concrete to grade | | | 16,632.00 |

QUOTE 011152



The city of Miami Springs is responsible for providing us with the following:

- 1) Provide a source of potable water within 100' of the courts access gates, for Contractor use during the work period.
- 2) Provide a source of electrical power, a three-pronged receptacle, to within 100' of the courts access gates for Contractor use during the work period.
- 3) Allow storage of paint drums and pallets of sand adjacent to the access gates on the walkways. Contractor will cover the walkways where necessary to prevent spills

DISCOUNT

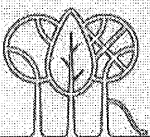
SHIPPING

TOTAL

QUOTE TOTAL

\$16,632.00

\$16,632.00



"For All of Your Parks and Recreational Needs."

Recreation Products & Services, Inc.

1160 NW 101 AVENUE
PLANTATION, FL. 33322
OFFICE 954-270-2110
MIKEROZOS@BELLSOUTH.NET

QUOTE #196175

September 16, 2021

CITY OF MIAMI SPRINGS
PARKS & RECREATION DEPT.
1401 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166
ATTN. OMAR LUNA

| RESURFACE 2 TENNIS COURTS | AMOUNT |
|--|--------------------|
| MIAMI SPRINGS TENNIS CENTER GRIND COURT SURFACE, FIIL CRACKS & PRESSURE CLEAN ALGAE/DEBRIS APPLY 4 COATS OF ALL STAR ACRYLIC TENNIS SURFACE BASE COATING APPLY 2 COATS OF ALL STAR ACRYLIC TENNIS FINAL COLOR COAT PAINT WHITE PLAYING LINES REPAINT TENNIS POSTS & REINSTALL TENNIS NETS REMOVE ALL DEBRIS FROM SITE & CLEAN UP AREA QUOTE INCLUDES ALL MATERIALS, EQUIPMENT & LABOR | |
| TOTAL | \$17,150.00 |

INSTALLATION 2-3 WEEKS AFTER RECEIPT OF AN ACCEPTABLE ORDER
QUOTE VALID FOR 30 DAYS

SSi CONSTRUCTION, INC.

5194 NE 12th Avenue
Oakland Park, FL 33334
Office 954-771-3667

September 17, 2021

QUOTE#19597

City of Miami Springs
1401 Westward Drive
Miami Springs, FL 33166
Omar Luna

Miami Springs- Resurface and Repainting of (2) tennis courts Quote:

2 Tennis Courts- site prep of courts, repainting and striping of all playing lines including pressure cleaning, resurfacer, painting of the courts and restriping of all playing lines.

Start of project 2-4 weeks

Total Price- \$17,770.00

Thank you,
Shawn Roos

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING SUPERIOR PARK SYSTEMS, INC. FOR THE TENNIS COURT RESURFACING PROJECT; APPROVING A CONSTRUCTION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$16,632.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) has identified a need to resurface the tennis courts located at 401 Westward Drive, Miami Springs, Florida 33166 (the “Project”); and

WHEREAS, in accordance with Section §31-11(C)(2) of the City’s Code of Ordinances, the City requested bids from three entities to perform the Project and Superior Park Systems, Inc. (the “Contractor”) submitted the lowest, responsive and responsible bid with a bid submittal totaling \$16,632.00 (the “Bid”); and

WHEREAS, the City Council desires to select the Contractor to perform the Project and approve the execution of a Construction Contract with the Contractor in an amount not to exceed \$16,632.00, in substantially the form attached hereto as Exhibit “A”; 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. Selection. That the City Council hereby selects the Contractor to construct the Project.

Section 3. Approval. That the City Council hereby authorizes the City Manager to enter into the Construction Contract with the Contractor in an amount not to exceed \$16,632.00, in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, content, and legal sufficiency.

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 _____
Councilman Dr. Walter Fajet _____
Councilman Dr. Victor Vazquez _____
Mayor Maria Puente Mitchell _____

PASSED AND ADOPTED this 11th day of October, 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

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2021 (the “Effective Date”) by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **SUPERIOR PARK SYSTEMS, INC.**, a Florida corporation (the “Contractor”).

WHEREAS, the City has identified a need to resurface the tennis courts located at 401 Westward Drive, Miami Springs, Florida 33166 (the “Project”); and

WHEREAS, the City requested bids from three entities to perform the Project and Contractor submitted the lowest, responsive and responsible bid (the “Bid”), and was selected and awarded this Contract for performance of the Work (as hereinafter defined), which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items (“Pricing”) attached hereto as *Exhibit “A”*; and

WHEREAS, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work” or the “Project”) including, without limitation as described in the Contractor’s Bid attached hereto as *Exhibit “A”*, and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

CITY OF MIAMI SPRINGS TENNIS COURT RESURFACING PROJECT

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the City Manager or designee. The Notice to Proceed will not be issued until Contractor’s submission to City of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout the performance of this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within fourteen (14) consecutive calendar days from the date specified in the Notice to Proceed (“Contract Time”)**. Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within twenty-one (21) consecutive calendar days from the date specified in the Notice to Proceed (“Final**

Completion Time”). The Final Completion date is defined as the date agreed to by the City when all Work has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.

- 2.3. Upon failure of Contractor to complete the Contract within the Final Completion Time, Contractor shall pay to City the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Final Completion Time until the Contractor achieves Final Completion and the Project is in a state of readiness for final payment to the Contractor. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor’s delay and failure of Contractor to complete the Contract on time.
- 2.4. City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

3. CONTRACT PRICE

- 3.1. City shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed **\$16,632.00** in accordance with the Contractor’s Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit “A”. This sum (“Contract Price”) shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2. Contractor shall submit to the City application(s) for payment up to a total equal to, but not exceeding, the Contract Price and each such application must be certified by the City’s Project Consultant (“Pay Application”). City shall make progress payments based on the Contractor’s Pay Application(s) in accordance with the Florida Prompt Payment Act. .
- 3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the City for the Work have been applied by Contractor to discharge in full all of Contractor’s obligations, including payments to subcontractors and material suppliers.
- 3.4. The payment of any Pay Application by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected in such Pay Application, nor shall it be construed as a waiver of any of the City ’s rights hereunder or at law or in equity.
- 3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, City shall pay the remainder of the Contract Price

(including Retainage) as recommended by the City's Manager and Building Official. Final payment is contingent upon receipt by City from Contractor of at least one complete record set of plans, reflecting an accurate depiction of Contractor's Work.

- 3.6.** This Contract is subject to the conditions precedent that: (i) City funds are available and budgeted for the Contract Price; (ii) the City secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract 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 these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

5. INDEMNIFICATION

5.1. Contractor shall defend, 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, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its

employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract 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 Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. 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 the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. 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 coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

6.1.1.2. 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 the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

6.1.1.3. Business Automobile Liability 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 Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. [Intentionally Omitted].

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, 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 Contract and shall state that such insurance is as required by this Contract. 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 completion of the Work, 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.

6.1.2.1. Additional Insured. The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor'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 Contractor's insurance. The Contractor'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.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Not required for this Project.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

- 7.1.1.1.** Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the “technical data” and plans and specifications and the Plans.
- 7.1.1.2.** Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.1.1.3.** Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.
- 7.1.1.4.** Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.1.1.5.** Contractor is aware of the general nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.1.1.6.** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.1.1.7.** Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey

understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor warrants the following:

7.1.2.1. Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.1.2.2. Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or City. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including City building permits. City building permit fees are waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

8.1. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if

Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, City may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by City for convenience as described below.

8.2. This Contract may be terminated by the City for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9. MISCELLANEOUS

9.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.

9.2. Contractor's Responsibility for Damages and Accidents.

9.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by City and shall promptly repair any damage done from any cause.

9.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City.

9.3. Defective Work, Warranty and Guarantee.

9.3.1. City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City or its designee, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

9.3.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

9.3.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4. Legal Restrictions; Hours of Work; Traffic Provisions.

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

9.5. Examination and Retention of Contractor's Records.

9.5.1. The City or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

9.5.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

9.5.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4. The City may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

9.6. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the City, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the City.

9.7. Authorized Representative.

9.7.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative (“Authorized Representative”) acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep City informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

- 9.8. Taxes.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.
- 9.9. Utilities.** Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.
- 9.10. Safety.** Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.
- 9.11. Cleaning Up.** Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.
- 9.12. Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 9.13. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.

- 9.15. Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term “subcontractor”, as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City.
- 9.17. Liens.** Contractor shall not permit any mechanic’s, laborer’s or materialmen’s lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City ’s reasonable attorneys’ fees and costs incurred in connection therewith.
- 9.18. Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.
- 9.19. Waiver of Jury Trial.** CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.
- 9.20. Notices/Authorized Representatives.** Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses

listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

9.21. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.22. Ownership and Access to Records and Audits.

9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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, and following completion of the Contract until the records are transferred to the City.

9.22.3. Upon request from the City's custodian of public records, Contractor shall provide the City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.22.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered

to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the City.

9.22.8. **Notice Pursuant to Section 119.0701(2)(a), 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, gonzaleze@miamisprings-fl.gov.

10. SPECIAL CONDITIONS

10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

10.2. **Preliminary Steps.** [Intentionally Omitted]

10.3. **Project Schedule.** [Intentionally Omitted]

10.4. **Schedule of Values.** [Intentionally Omitted]

10.5. **Construction Photographs.** Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the City prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph digitally. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken.

10.6. **Staging Site.**

10.6.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

10.6.2. The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.6.3. Parking. [Intentionally Omitted].

10.7. Project Signage. [Intentionally Omitted].

10.8. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.9. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and City laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

10.10. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Manager and/or Building Official. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Manager and/or Building Official to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The City may require an adjustment in price based on any proposed substitution.

10.11. Unsatisfactory Personnel.

10.11.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.11.2. The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work

pursuant to the requirements of the Contract Documents. The Contractor must respond to the City within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.12. Contract Modification.

10.12.1. Change Orders.

10.12.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order (“CO”) approved in advance, and issued in accordance with provisions of the Contract Documents.

10.12.1.2. For Contractor initiated change orders, the Contractor is required to provide the Manager and/or Building Official with a detailed Request for Change Order (“RCO”) in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor’s acknowledgement that the changes included in an RCO will not affect the project schedule.

10.12.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.12.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

10.12.2. Extension of Contract Time.

10.12.2.1. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.12.2.1.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.12.2.1.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.12.2.1.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.12.2.1.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.12.3. Continuing the Work

10.12.3.1. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.13. As-Built Drawings. [Intentionally Omitted]

10.14. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Manager and/or Building Official, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Manager and/or Building Official by the Contractor. The Record Set of Drawing must be submitted in the form required by the Manager and/or Building Official.

10.15. Maintenance of Traffic. If required during the Project, Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600

Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the City with a proposed MOT plan for review. The City may require revisions to the proposed MOT plan. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

10.16. Hurricane Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract 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: _____

Attest:

Title: _____

By: _____
Erika Gonzalez, MMC
City Clerk

Entity: SUPERIOR PARK SYSTEMS, INC.

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:

SUPERIOR PARK SYSTEMS, INC.
Attn: Mitchell Leitner
1418 Scott Street
Hollywood, FL 33020
954-445-7000 (telephone)
mitch@superiorparksystems.com (email)

With a copy to:

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

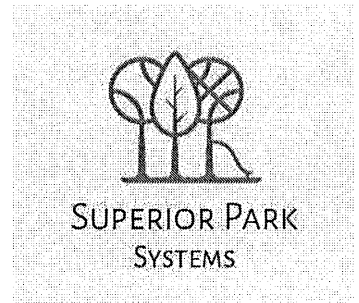
With a copy to:

SUPERIOR PARK SYSTEMS, INC.
Attn: Michael Schwartz, Registered Agent
200 South Park Road, #150
Hollywood, FL 33021

EXHIBIT A

See attached SUPERIOR PARK SYSTEMS, INC.
Bid-Proposal No 011152 dated September 16, 2021

QUOTE 011152



QUOTE TO
 City of Miami Springs
 Parks and Recreation Dept.
 1401 Westward Drive
 Miami Springs, FL 33166
 Attn: Omar Luna, Director

SHIP TO
 City of Miami Springs
 Parks and Recreation Dept.
 1401 Westward Drive
 Miami Springs, FL 33166
 Attn: Omar Luna, Director

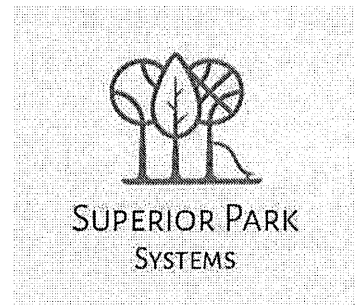
QUOTE NO. 011152
DATE 09/16/2021
EXPIRATION DATE

SHIP DATE

CUSTOMER NAME **LOCATION**
 City of Miami Springs

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|------|-----------|
| <p>Resurface Miami Springs Tennis Center: Pressure clean the (2) courts to remove algae, loose paint, dirt & debris 2) Mechanically grind the courts surface to eliminate all raised edges on the structural cracks 3) Fill all cracks that are wider than 1/4" with a crack filler material 4) Flood the courts with water in order to identify low areas, If the courts have the industry standard 1" in 10" drain slope, we will patch any areas that are holding water deeper than 1/8" after the courts have dried in the sun for (1) hour. If the courts do not have the industry standard drain slope then we will patch as best as possible to thin outstanding water & help the courts dry faster. 5) Grind the courts raised to eliminate edges of the structural cracks. Filling all cracks that are wider than 1/4" with a crack filler material 6) Apply (4) coats of acrylic surface system to the courts to include (2) coats acrylic Resurfacer an even textured new wearing surface. 7) Apply (2) coats of "sport master color" & an in depth colored finished playing surface. Colors will match the existing, unless otherwise specified prior to work commencing. 8) Scrape the net posts to remove loose paint & surface rust then repaint them with (2) coats of rust prohibitive green paint 9) Reinstall the owners tennis nets and center straps 10) Hand mask and hand paint the 2" white playing lines. All lines will be installed to the specifications of the ASBA, ITF, and USTA. 11) Clean up constructive debris and leave the courts ready for play 24 hours after the nets are installed 12) Repair of court area that was cut and refilled with concrete to grade</p> | | | 16,632.00 |

QUOTE 011152



The city of Miami Springs is responsible for providing us with the following:

- 1) Provide a source of potable water within 100' of the courts access gates, for Contractor use during the work period.
- 2) Provide a source of electrical power, a three-pronged receptacle, to within 100' of the courts access gates for Contractor use during the work period.
- 3) Allow storage of paint drums and pallets of sand adjacent to the access gates on the walkways. Contractor will cover the walkways where necessary to prevent spills

DISCOUNT

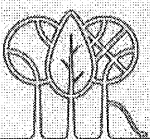
SHIPPING

TOTAL

QUOTE TOTAL

\$16,632.00

\$16,632.00



"For All of Your Parks and Recreational Needs."

NOTICE TO PROCEED

Dated: _____, 20__

To: SUPERIOR PARK SYSTEMS, INC.
Attn: Mitchell Leitner
1418 Scott Street
Hollywood, FL 33020
mitch@superiorparksystems.com (email)

Project Name: CITY OF MIAMI SPRINGS TENNIS COURT RESURFACING PROJECT

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20__ and _____, 20__, ___/___ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (___ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

CITY OF MIAMI SPRINGS

By: _____
William Alonso, CPA, CGFO
City Manager

ACCEPTANCE OF NOTICE TO PROCEED

SUPERIOR PARK SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING THE CITY'S 2022 LEGISLATIVE PRIORITIES AND STATE APPROPRIATION REQUESTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Council desires to establish the legislative policies and appropriation requests set forth in Exhibit "A" attached hereto as the City's 2022 legislative priorities; 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. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Establishing Legislative Priorities. That the City Council hereby establishes the legislative policies and appropriation requests set forth in Exhibit "A" attached hereto as the City's 2022 legislative priorities.

Section 3. Effective Date. That this Resolution shall take effect 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 Jacky Bravo | _____ |
| Councilman Bob Best | _____ |
| Councilman Dr. Walter Fajet | _____ |
| Councilman Dr. Victor Vazquez | _____ |
| Mayor Maria Puente Mitchell | _____ |

PASSED AND ADOPTED this 11th day of October, 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
**CITY OF MIAMI SPRINGS' 2022 LEGISLATIVE
PRIORITIES AND APPROPRIATION REQUESTS**

The following policies and appropriations are established as the City of Miami Springs' 2022 Legislative Priorities:

POLICIES

1. The City supports the broad exercise of home rule powers granted to municipalities under the Florida Constitution and supports consistency in the Legislature with the provisions of Section 166.021, Florida Statutes.
2. The City supports amending Chapter 125, Florida Statutes, to require a fair and proportional distribution of funding generated through the Tourist Development Tax, also known as the "Bed Tax," to municipalities for the purpose of promoting, enhancing, and addressing the growing needs created by tourism.

APPROPRIATIONS

1. **South Drive Stormwater and Roadway Improvement Project.** The City supports grant and legislative line item funding of \$2,000,000 for the redevelopment of the South Drive corridor to accommodate pedestrian, bicycle and vehicular activity and to address safety, drainage, and landscape improvements. This project will evaluate the existing conditions, the use of green infrastructure for stormwater management, and is intended to improve connectivity of sidewalks for pedestrian safety, including landscape lighting, permitting, engineering, landscape architectural design, and cost estimating. Contracted services under this funding will include surveying, demolition, clearing, geotechnical services, design, permitting, cost estimating and construction of drainage and landscape improvements. This is a much-needed public safety, landscape and drainage improvement project as documented in several local meetings with support by residents and elected officials. This area has an important part of Historic Miami Springs as it includes the Dr. Van Browne Memorial at the traffic circle located at the intersection of Pinecrest Drive and South Drive.
2. **Erosion Control and Stabilization of Esplanade Canal Banks.** The City supports legislative line item or grant funding in the amount of \$2,000,000 for Phase II and III of the City's Erosion Control and Stabilization Project relating to the collapsing Esplanade Canal Banks. Engineering studies by Craven, Thompson, and Associates, Inc. and Waterfront Properties, Inc. d/b/a/ Gator Dredging reveal that curb, gutter, and adjacent roads and mature trees near the canal could collapse within five years, leading to property damage and loss of resident and emergency vehicle access to homes adjacent to the canal. Furthermore, erosion near the canal is currently causing sedimentation and causing impaired water to discharge into Biscayne Bay. Phase II and III would implement canal bank stabilization services, which include, mobilization, testing, surveying, demolition, clearing of 1.5" asphalt, 8" limerock base, 12" standardized subgrade, curbs, and gutters, planting new trees, and miscellaneous utility work.

3. **Miami Springs Senior Center Supplemental Meals and Services.** The City supports legislative line item or grant funding in the amount of \$300,000 to supplement the City's Senior Center Meals and Services programs. Supplemental funding is required to:
 - a. Extend home delivery services from Monday to Friday in order to provide homebound, elderly citizens with nutritious hot meals and breakfast delivery;
 - b. Provide physical and mental health support activities, including, chair exercise, yoga, aerobics, dance, and Tai Chi; and
 - c. Provide acts-based recreational activities that promote senior socialization, which is key to addressing isolation and depression prevalent in the senior population.

The City's Senior Center Meals and Services programs have been ongoing for over forty years, and has been supported through City funding, SNAP federal funding, and the Older Americans Act. Due to an increasing number of low income elderly citizens, as demonstrated in both the 2000 and 2010 U.S. census reports, demand for the City's Senior Center Meals and Services programs are expected to continue growing into the future and, as such, additional legislative appropriation funding is necessary.

4. **Hook Square Pump House Replacement Project.** The City supports legislative line item or grant funding in the amount of \$750,000 for restoration of the Hook Square Pump House by constructing new pumps, as well as a new building to house the pump stations and pump station telemetry. If implemented, the new project will improve stormwater and floodplain management, improve storage capacity within stormwater infrastructure, and enhance stormwater quality. Additionally, drainage improvements associated with the new pump station will help protect the public health by improving flood control, conservation of natural resources, and erosion and sedimentation levels.
5. **Curtiss Parkway Memorial Restoration Project.** The City supports legislative appropriation or grant funding in the amount of \$100,000 to restore the City's Curtiss Parkway Memorial located at 100 block of Curtiss Parkway. Due to its construction in the mid-1950s, the Curtiss Parkway Memorial requires a complete restoration in order to serve as a worthy symbol of the nation's appreciation for the service members of all branches of the U.S. military.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, PROVIDING FOR THE FOURTH AND FINAL BUDGET AMENDMENT TO THE FISCAL YEAR 2020-2021 GENERAL FUND, CAPITAL PROJECTS FUND, AND STORMWATER ENTERPRISE FUND BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) Charter prohibits any City department from incurring expenditures in excess of the department’s approved budget; and

WHEREAS, on September 28, 2020, the City Council adopted Resolution No. 2020-3880 adopting the City’s fiscal year 2020-2021 Budget (the “Budget”), which Budget has been amended throughout the fiscal year; and

WHEREAS, the City has received \$3,485,190 in American Rescue Plan Act (ARPA) funding (the “ARPA Funds”) and the City’s Finance Department recommends amending the Budget to reflect use of the ARPA Funds for expenses associated with the East Drive Stormwater and Roadway Improvement Project and the South Royal Poinciana Roadway Improvement Project; and

WHEREAS, the Finance Department further recommends amending the Budget to record the following General Fund expenditures and receipts: the expenditures of \$21,042 for the Eastside Fencing Project, \$14,400 for new cabanas at the City’s Aquatic Center, \$20,000 for grant writing projects undertaken by the City’s Engineer, Bermello Ajamil & Partners, Inc., and the receipts of \$25,563 in insurance reimbursement funds for a totaled police vehicle and a \$5,000 grant from the Miami Association of Realtors; and

WHEREAS, the City Council has determined that it is appropriate to approve and authorize the appropriations of available fund balance to fiscal year 2020-2021 General Fund Budget; and

WHEREAS, Section 166.241, Florida Statutes requires the governing body of a municipality to adopt a budget each fiscal year and authorizes the governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year to amend a budget for that year; and

WHEREAS, the City Council has determined that the budget increases,

recordations, and appropriations described herein are both proper and appropriate, in accordance with general accepted municipal accounting principles, and 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. Fourth Amendment to Fiscal Year 2020-2021 Budget. That the City Council hereby authorizes and approves the amended budgetary appropriations as described in this Resolution and reflected on Exhibit "A" attached hereto and incorporated herein.

Section 3. 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 Jacky Bravo | _____ |
| Councilman Bob Best | _____ |
| Councilman Dr. Walter Fajet | _____ |
| Councilman Dr. Victor Vazquez | _____ |
| Mayor Maria Puente Mitchell | _____ |

PASSED AND ADOPTED this 11th day of October, 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

EXHIBIT A
FOURTH AMENDMENT TO FISCAL YEAR 2020-2021 BUDGET

EXHIBIT "A"

**City of Miami Springs
FY 2020-21 Budget Amendment
All Operating Funds**

| Fund/Classification | Adopted Budget | Amendment No. 4 | Ref | Amended Budget |
|---|-----------------------|------------------------|------------|-----------------------|
| General Fund | | | | |
| Revenues | | | | |
| Taxes | \$9,268,576 | | | \$9,268,576 |
| Excise Taxes | 2,739,000 | | | 2,739,000 |
| Licenses & Permits | 190,900 | | | 190,900 |
| Intergovernmental Revenues | 2,131,451 | - | - | 2,131,451 |
| Charges for Services | 2,503,310 | | | 2,503,310 |
| Fines & Forfeitures | 750,000 | | | 750,000 |
| Miscellaneous | 353,302 | 30,563 | 3,4 | 383,865 |
| Proceeds from debt | - | | | - |
| Transfers from other funds | 323,748 | | | 323,748 |
| Fund Balance | 694,052 | \$55,442 | 1,2,5 | 749,494 |
| Total General Fund | \$18,954,339 | \$86,005 | | \$19,040,344 |
| Expenditures | | | | |
| City Council | 166,982 | | | 166,982 |
| City Manager | 536,681 | \$20,000 | 5 | 556,681 |
| City Clerk | 330,285 | | | 330,285 |
| City Attorney | 188,000 | | | 188,000 |
| Human Resources | 273,443 | | | 273,443 |
| Finance-Administration | 433,777 | | | 433,777 |
| Finance-Professional Services | 200,582 | | | 200,582 |
| Information Technology | 409,463 | | | 409,463 |
| Planning | 93,667 | | | 93,667 |
| Police | 7,568,980 | 25,563 | 3 | 7,594,543 |
| Code Enforcement | 212,010 | | | 212,010 |
| Public Works | 2,465,810 | 26,042 | 1,4 | 2,491,852 |
| Recreation & Culture | 2,464,943 | 14,400 | 2 | 2,479,343 |
| Golf Operations | 2,088,260 | | | 2,088,260 |
| Non Departmental | 10,851 | | | 10,851 |
| Transfers to other funds | 1,510,605 | | | 1,510,605 |
| Budgeted Increase to reserves | 0 | | | 0 |
| Total General Fund | 18,954,339 | 86,005 | | 19,040,344 |
| Sanitation Operations | 2,625,673 | | | 2,625,673 |
| Stormwater Operations | 541,491 | (69,916) | 6 | 471,575 |
| Total Enterprise Funds | 3,167,164 | (\$69,916) | | \$3,097,248 |
| Special Revenue & Capital Projects | | | | |
| Road & Transportation | 588,296 | | | \$588,296 |
| Senior Center Operations | 871,467 | | | 871,467 |
| Capital Projects | 356,039 | 3,485,190 | 6 | 3,841,229 |
| Building Operations | 969,059 | | | 969,059 |
| Law Enforcement Trust | 209,694 | | | 209,694 |
| Total Special Revenue & Capital Projects Funds | 2,994,555 | \$3,485,190 | | \$6,479,745 |
| Debt Service | 1,673,668 | \$0 | | \$1,673,668 |
| Total Debt Service | 1,673,668 | | | \$1,673,668 |
| GRAND TOTAL ALL FUNDS | \$26,789,726 | \$3,501,279 | | \$30,291,005 |

Legend:

- 1) record \$21,042 for fencing on Eastside approved by council 6/28/21
- 2) record \$14,400 for replacement of cabana shades approved by Council 6/28/21
- 3) record insurance reimbursement for a totalled police vehicle to be replaced with insurance funds.
- 4) record \$5,000 Realtors grant for Regan Park Project
- 5) Record \$20,000 for grant writing to Bermello & Ajamil approved by council 3/12/21
- 6) record receipt of ARPA funding for the east drive/SRP median projects as well as other projects to be appropriated during FY21-22 and reclassify funds budgeted in Stormwater fund to the Capital Projects fund

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, PROVIDING FOR THE FIRST BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 GENERAL FUND, SPECIAL REVENUE, AND CAPITAL PROJECTS FUND BUDGETS BY RE-APPROPRIATING RESERVED FUND BALANCES TO FUND OPEN ENCUMBRANCES THROUGH SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 27, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-_____ adopting the City’s fiscal year 2021-2022 Budget (the “Budget”); and

WHEREAS, it is a generally accepted accounting practice of municipal government to re-appropriate reserved equity accounts to fund open encumbrances from the prior fiscal year immediately after the beginning of the new fiscal year; and

WHEREAS, the City’s Finance Department has identified \$516,599 in valid outstanding encumbrances/purchase orders as of September 30, 2021, which represent financial obligations of the City as of the close of the fiscal year ending September 30, 2021; and

WHEREAS, the City Council has determined that it is appropriate to approve and authorize the re-appropriation of reserved equity accounts to the fiscal year 2021-2022 General Fund and Special Revenue and Capital Projects Fund in order to fund open encumbrances from the City’s prior fiscal year as provided in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, Section 166.241, Florida Statutes requires the governing body of a municipality to adopt a budget each fiscal year and authorizes the governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year to amend a budget for that year.

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. First Amendment to Fiscal Year 2021-2022 Budget. That the City Council hereby authorizes and approves the amended budgetary appropriations as described in this Resolution and reflected on Exhibit "A" attached hereto and incorporated herein in order to provide for the re-appropriation of reserved fund balances for open purchase order obligations through September 30, 2021 in the amount of \$516,599.

Section 3. 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 Jacky Bravo | _____ |
| Councilman Bob Best | _____ |
| Councilman Dr. Walter Fajet | _____ |
| Councilman Dr. Victor Vazquez | _____ |
| Mayor Maria Puente Mitchell | _____ |

PASSED AND ADOPTED this 11th day of October, 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
FIRST AMENDMENT TO FISCAL YEAR 2021-2022 BUDGET

EXHIBIT "A"

**City of Miami Springs
FY 2021-22 Budget Amendment
All Operating Funds**

| Fund/Classification | Adopted Budget | Amendment No. 1 | Ref | Amended Budget |
|---|-----------------------|------------------------|------------|-----------------------|
| General Fund | | | | |
| Revenues | | | | |
| Taxes | \$9,210,406 | | | \$9,210,406 |
| Excise Taxes | 2,739,000 | | | 2,739,000 |
| Licenses & Permits | 199,000 | | | 199,000 |
| Intergovernmental Revenues | 2,255,407 | | | 2,255,407 |
| Charges for Services | 3,144,350 | | | 3,144,350 |
| Fines & Forfeitures | 756,817 | | | 756,817 |
| Miscellaneous | 363,711 | | | 363,711 |
| Proceeds from debt | - | | | - |
| Transfers from other funds | 721,002 | | | 721,002 |
| Fund Balance | 112,709 | \$230,412 | 1 | 343,121 |
| Total General Fund | \$19,502,402 | \$230,412 | | \$19,732,814 |
| Expenditures | | | | |
| City Council | 169,062 | \$2,794 | 1 | 171,856 |
| City Manager | 384,256 | \$20,000 | 1 | 404,256 |
| City Clerk | 334,254 | | | 334,254 |
| City Attorney | 224,722 | | | 224,722 |
| Human Resources | 313,845 | \$185 | 1 | 314,030 |
| Finance-Administration | 772,797 | | | 772,797 |
| Finance-Professional Services | | | | 0 |
| Information Technology | 392,831 | \$14,376 | 1 | 407,207 |
| Planning | 94,180 | | | 94,180 |
| Police | 7,881,940 | 136,482 | 1 | 8,018,422 |
| Code Enforcement | 261,431 | 655 | 1 | 262,086 |
| Public Works | 2,231,078 | 19,362 | 1 | 2,250,440 |
| Recreation & Culture | 2,613,826 | 17,122 | 1 | 2,630,948 |
| Golf Operations | 2,206,186 | 19,436 | 1 | 2,225,622 |
| Transfers to other funds | 1,621,994 | | | 1,621,994 |
| Budgeted Increase to reserves | 0 | | | 0 |
| Total General Fund | 19,502,402 | 230,412 | | 19,732,814 |
| Sanitation Operations | 2,536,864 | | | 2,536,864 |
| Stormwater Operations | 408,634 | | | 408,634 |
| Total Enterprise Funds | 2,945,498 | \$0 | | \$2,945,498 |
| Special Revenue & Capital Projects | | | | |
| Road & Transportation | 626,885 | \$1,983 | 1 | \$628,868 |
| Senior Center Operations | 1,010,178 | | | 1,010,178 |
| Capital Projects | 0 | 234,593 | 1 | 234,593 |
| Building Operations | 1,072,922 | 47,767 | 1 | 1,120,689 |
| Law Enforcement Trust | 156,563 | 1,844 | 1 | 158,407 |
| Total Special Revenue & Capital Projects Funds | 2,866,547 | \$286,187 | | \$3,152,734 |
| Debt Service | 1,684,256 | \$0 | | \$1,684,256 |
| Total Debt Service | 1,684,256 | | | \$1,684,256 |
| GRAND TOTAL ALL FUNDS | \$26,998,703 | \$516,599 | | \$27,515,302 |

Legend:

1) \$516,699 in encumbrances rolled forward from prior fiscal year.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH RUNWAY PARTNERS, LLC IN THE PENDING LITIGATION STYLED *CITY OF MIAMI SPRINGS V. RUNWAY PARTNERS, LLC*, MIAMI-DADE COUNTY CASE NO. 2020-019872-CA-01; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 16, 2020, the City of Miami Springs (the “City”) filed a “Verified Complaint for Permanent Injunction and Emergency Motion for Preliminary Injunctive Relief” (the “Lawsuit”) against Runway Partners, LLC (“Runway Partners”) to immediately enjoin a chronic nuisance caused by, among other things, increasing, ongoing, and escalating criminal activities involving illegal drugs and prostitution at the Runway Inn, a hotel located at 656 East Drive, Miami Springs, Florida (the “Runway Inn”); and

WHEREAS, the criminal activities taking place at the Runway Inn had created a significant public safety hazard, evidenced by an increase of over 300% in police calls, resulting in the City’s request for an immediate and permanent injunction to abate the nuisance; and

WHEREAS, on the same day the Lawsuit was filed, the Circuit Court entered an “Order Granting City of Miami Springs’ Ex-Parte Emergency Motion for Preliminary Relief” (the “Injunction”); and

WHEREAS, the Injunction immediately enjoined Runway Partners from operating a hotel, food service establishment, or any other business at the Runway Inn and enjoined them from advertising the Runway Inn as being available to conduct business on any media or electronic platform; and

WHEREAS, the Injunction resulted in the Runway Inn immediately being vacated by all employees and guests; and

WHEREAS, the Injunction provides that it “shall terminate on the Court’s approval of a remediation plan which will address the actions Runway Partners, LLC will take to secure the property and reduce criminal activity at the Runway Inn” and sets minimum requirements for provisions that must be included in the remediation plan; and

WHEREAS, since the entry of the Injunction on September 16, 2020, the Runway Inn has remained closed to the public; and

WHEREAS, Runway Partners has proposed a settlement agreement that the City believes meets and exceeds the minimum standards for a remediation plan consistent with the Injunction; and

WHEREAS, the City Council finds that is in the best interest and welfare of the public to authorize a settlement between the City and Runway Partners relating to the pending Lawsuit on the terms and conditions set forth in the Settlement Agreement attached hereto and incorporated herein as Exhibit “A” (the “Settlement Agreement”).

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 reference.

Section 2. Approving Settlement Agreement. That the City Council hereby approves the Settlement Agreement in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. That the City Manager is authorized to execute the Settlement Agreement in substantially the form attached hereto as Exhibit “A,” and all

documents deemed necessary to implement the intent of this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to take such other action as may be necessary and appropriate to implement the terms of the Settlement Agreement and this Resolution.

Section 4. Effective Date. That this Resolution shall take effect 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 Jacky Bravo | _____ |
| Councilman Bob Best | _____ |
| Councilman Dr. Walter Fajet | _____ |
| Councilman Dr. Victor Vazquez | _____ |
| Mayor Maria Puente Mitchell | _____ |

PASSED AND ADOPTED this 11th day of October, 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

**SETTLEMENT AGREEMENT AND RELEASE
BETWEEN
CITY OF MIAMI SPRINGS AND RUNWAY PARTNERS, LLC**

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made on October __, 2021 (“Effective Date”) by and between the City of Miami Springs, a Florida municipality (“City”) and Runway Partners, LLC, a Florida limited liability company (“Runway Partners”) and resolves all disputes between the parties that exist up to and including the Effective Date. The City and Runway shall collectively be referred to as the “Parties.”

RECITALS

A. Runway Partners owns real property located at 656 East Drive in the City of Miami Springs, Florida, which is listed with the Miami-Dade County Property Appraiser with Folio No. 05-3119-013-3880 (the “Property”). Situated on the Property is a two-story commercial hotel, which previously operated a bar and grille and has done business as a public lodging establishment named The Runway Inn (the “Hotel”).

B. The City is a municipal corporation in the State of Florida. On September 16, 2020, the City filed a civil lawsuit against Runway Partners in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the “Court”), Case No. 2020-019872-CA-01, seeking temporary and permanent injunctive relief and alleging that the Hotel constituted a chronic nuisance due to incidents of criminal activity (the “Lawsuit”).

C. On September 16, 2020, the Court entered its *Order Granting City of Miami Springs’ Ex-Parte Emergency Motion for Preliminary Injunctive Relief* (the “Injunction Order”), a copy of which is attached as Exhibit 1 to this Agreement. Runway Partners complied and immediately ceased commercial operations at the Hotel, which has been closed for business as a public lodging establishment in accordance with the Injunction Order.

D. As provided for in the Injunction Order and this Agreement, Runway Partners agrees that the Hotel must fulfill certain Operating Requirements (as defined below) should it resume commercial operations of the Property.

E. Independent of the Lawsuit, the City identified and assessed certain municipal code violations at the Property (the “Code Violations”), which Runway Partners has worked to fully resolve to the satisfaction of the City as a condition precedent to this Agreement.

F. Now, in an effort to avoid continued and protracted litigation, having agreed upon the Operating Requirements, and resolved the Code Violations, Runway Partners currently plans to market the Property for a bonafide, arms’ length sale to an independent, third-party purchaser that is unrelated to Runway Partners (a “Prospective Purchaser”) or re-open the Hotel as set forth herein.

G. The Parties, therefore, have agreed to settle and resolve completely and finally all of their outstanding differences, actions, liabilities, damages, sums, disputes, and claims related to the Lawsuit and Code Violations.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledges, the Parties hereby agree as follows:

AGREED TERMS

1. **Incorporation of Recitals.** The Parties agree that the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

2. **Operating Requirements.**

(a) ***By Runway Partners or An Affiliate.*** Subject to the following sentence, the Hotel may re-open as a public lodging establishment in its present, or substantially the same, condition under the management of Runway Partners or any entity related to Runway Partners through any corporate or familial affiliation or common ownership (in either case, a “Runway Affiliate”), provided, however, that Runway Partners agrees that both it and any Runway Affiliate must abide by this Agreement and the remediation plan and operating requirements set forth on **Schedule A** to this Agreement (the “Operating Requirements”). Runway Partners represents, warrants, and agrees that it shall not re-open the Hotel as a public lodging establishment with use of any members of prior management or prior employees which operated the Hotel prior to and as of the initiation of the Lawsuit.

(b) ***Demolition, Redevelopment or Rehabilitation.*** The Operating Requirements (as defined above) are solely an obligation of Runway Partners or any Runway Affiliate if the existing Hotel is re-opened in substantially the same physical condition as exists as of the Effective Date. The Operating Requirements applicable to Runway Partners or any Runway Affiliate do not apply to the Property if the Hotel is demolished. Subject to the approval of the City, which approval shall not be unreasonably withheld, the Operating Requirements also do not apply if the Hotel is operated by an established, reputable operator (including but not limited to national “flag” hotel chains) and substantially re-developed or rehabilitated such that all, or at a minimum 90%, of the Hotel’s guest rooms and lobby are upgraded with new furniture, fixtures, and equipment, and renovated with amenities that may include, but are not limited to, a restaurant, spa, or gym or such other amenity not currently on site, which amenities are likewise operated by an established, reputable operator(s) (a “Change of Condition”).

(c) ***By A Purchaser.*** Subject to paragraph 2(d) below, should Runway Partners enter into any contract or agreement for sale of the Property or the Hotel, through a bona-fide arms’ length transaction or auction process which does not include any Runway Affiliate as the Prospective Purchaser, either directly or indirectly, as a condition of the closing of the transaction between Runway Partners and the Prospective Purchaser and as a condition precedent to re-opening the Hotel in substantially the same physical condition as of the Effective Date of this Agreement, the Prospective Purchaser of the Property or Hotel shall be required to (i) hire a private security company approved by the City to provide at least one (1) unarmed security guard at the premises for twelve (12) hours a day, seven (7) days a week for twelve (12) consecutive months after re-opening, specifically including the hours of 6:00 PM EST to 6:00 AM EST; (ii) comply with section 787.06, Florida Statutes (2021) and section 509.096, Florida Statutes, as may be amended (the “Purchaser Requirements”). Runway Partners shall provide written notice to the City of the potential sale within seven (7) days of acceptance by Runway Partners and at least thirty (30) days prior to the closing of any sale of the Property or Hotel. As a condition precedent to

closing the sale of the Property, the Potential Purchaser shall execute the Limited Joinder in the form attached as Exhibit 2 to this Agreement and Runway Partners shall deliver the same to counsel for the City at least three business days prior to closing. The foregoing Purchaser Requirements do not apply if a Prospective Purchaser demolishes the Hotel or effectuates a Change of Condition after closing. Upon Runway Partners' delivery of the Limited Joinder to the City and the closing of the sale of the Property or Hotel, Runway Partners will have no future liability whatsoever to the City arising from or related to the Operating Requirements, the Hotel, or the Property.

(d) ***Option to Waive Operating Requirements or Purchaser Security Requirements.*** Notwithstanding anything herein, the City may authorize a waiver of any of the Operating Requirements (as to Runway Partners or a Runway Affiliate) or the Purchaser Requirements by notice in a writing duly authorized by the City Manager, subject to the approval of the City Attorney as to form and legal sufficiency.

3. **Notice of Settlement, Dissolution of Injunction Order, and Dismissal of Lawsuit.** Within five (5) business days of the Effective Date of this Agreement, the Parties shall submit a joint motion with the Court providing notice of settlement and requesting (1) approval of this Agreement, including the Operating Requirements set forth on Schedule A; (2) dissolution of the Injunction Order; and (3) dismissal of the Lawsuit with prejudice, with the Parties to be responsible for their own attorney's fees and costs and the Court to retain jurisdiction over enforcement of this Agreement, substantially in the form attached as Exhibit 3 to this Agreement.

4. **Effective Upon City Council Approval.** This Agreement shall not be effective unless and until approved by resolution of the City's Council (in such event, "City Council Approval").

5. **Donation to City Police Department.** Within thirty (30) days of City Council Approval, Runway Partners or an affiliate shall make a tax-deductible donation of twenty five thousand dollars (\$25,000.00) to the City to be allocated specifically for the use of the City's Police Department for police training, purchasing of technology or equipment, or such other expenses as may benefit the City's Police Department.

6. **Representations and Warranties.** Each party makes the following representations and warranties with the understanding that the other party is entering into the Agreement in reliance upon each of these representations and warranties, and that without these representations and warranties, such party would not enter into this Agreement:

(a) Each party represents and warrants that it had and continues to have authority to enter into this Agreement.

(b) Each party represents and warrants that the terms of this Agreement have been explained to it or its authorized representatives by its legal counsel, and such party or its authorized representatives understands and accepts the terms of this Agreement.

7. **Mutual Release.** In consideration of and expressly conditioned upon the full performance of all obligations created by the provisions of this Agreement, the Parties do hereby mutually release and forever discharge each other party hereto, together with their respective successors,

estates, legal representatives, insurers, employees, members, shareholders, officers, attorneys, officials, heirs, agents, assigns, and all other persons or entities acting for, by, or through such party from any and all claims, counterclaims, damages, demands, debts, liabilities, obligations, subrogations, and costs, of whatever nature, character, or description, whether known or unknown, anticipated or unanticipated, which they may have directly or indirectly arising out of or related to the Lawsuit, Injunction Order, and Code Violations.

8. **Cooperation.** Unless otherwise provided herein, the Parties agree to cooperate with each other to execute such documents as necessary and to take all reasonable steps as may be necessary to accomplish the purposes of this Agreement.

9. **Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into the Agreement on behalf of the party for whom he or she purports to sign.

10. **Compromise.** The Agreement is the result of a compromise of the Lawsuit and, with the exception of the right to seek enforcement of this Agreement, shall never at any time or for any purpose be considered an admission of liability or responsibility on the part of any party hereto, nor shall the payment of any sum of money in consideration for, or pursuant to the execution of the Agreement constitute or be construed as an admission of any liability whatsoever.

11. **Notice of Breach and Opportunity to Cure.** Prior to either party initiating legal proceedings to enforce what it perceives to be a breach of this Agreement or the Operating Requirements (only as to Runway Partners or a Runway Affiliate), notice shall be provided by written notification delivered by certified U.S. mail or overnight delivery via Federal Express, United Parcel Service, or U.S.P.S., with copy via email to counsel listed below, explaining the purported breach and providing for thirty (30) days for the Parties to meet and attempt to resolve the breach through a dispute resolution conference attended by members of the City administration and Runway Partners or Runway Affiliate, as applicable, management. In the event the parties do not resolve the dispute within thirty (30) days or such period as may agreed upon by the Parties in writing, the party providing notice may initiate proceedings in the Court to enforce the terms of this Agreement. Failure to bring such an action at the end of the notice period described herein shall not serve as a waiver of the right to seek enforcement. Notice under this section shall be provided at the addresses listed on the signature page of this Agreement with copy via email to counsel listed below. Notwithstanding the foregoing, nothing in this Agreement shall prevent the City from taking such action as may be deemed necessary and appropriate to enjoin or take action with respect to an emergency or prevent the City from initiating code enforcement or nuisance abatement proceedings pursuant to City or state law.

12. **Costs and Attorneys' Fees.** The Parties acknowledge and agree that each of them shall bear its own costs, expenses and attorneys' fees arising out of or related to the Lawsuit and this Agreement. The prevailing party in any proceeding to enforce or interpret the terms of this Agreement shall be entitled to recover from the other its reasonable attorneys' fees and costs, in addition to all other relief to which that party may be entitled.

13. **Construction of Agreement.** This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. Accordingly, the Parties hereto acknowledge and agree that the Agreement shall not be deemed prepared or drafted by either party, or the attorneys for either party, and the Agreement shall be construed accordingly.

14. **Governing Law.** The Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida. Exclusive jurisdiction and venue for any litigation brought pursuant to this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida.

15. **Binding Effect.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts.

16. **Force Majeure.** Runway Partners, or any Runway Affiliate or Prospective Purchaser, shall not be required to perform any covenant or obligation in this Agreement, or be liable for damages, so long as the performance or nonperformance of the covenant or obligation is delayed, caused or prevented by an act of God or force majeure. An “act of God” or “force majeure” is limited to and defined for purposes of this Agreement as riots, acts of the public enemy, wars, insurrections or emergency declarations applicable to the City of Miami Springs (excluding a pandemic) and occurring within a ½ mile radius of the Property.

17. **Severability.** If any provision or any part of any provision of this Agreement is contrary to any law applicable to the Parties or held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in a judicial proceeding, such provision shall be severed and inoperative, and provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of the Agreement shall remain operative and binding on the Parties.

18. **Effective Date.** The Parties hereto deem the Agreement to be immediately effective as of the last day on which the last party executes the Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts and so executed shall constitute one agreement which shall be binding upon the Parties, notwithstanding that the signatures of the Parties’ designated representatives do not appear on the same page.

20. **Entire Agreement.** The Agreement contains the entire understanding among the Parties to the Agreement with regard to the matters herein set forth and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties hereto relating to this Agreement which are not fully expressed herein.

CITY OF MIAMI SPRINGS

RUNWAY PARTNERS, LLC

By: _____
William Alonso, CPA, CGFO
City Manager
Date: _____

By: _____
Joseph Marin
Manager
Date: _____

Attest:

Approved as to form and legal sufficiency:

By: _____
Erika Gonzalez, MMC
City Clerk

By: _____
Berger Singerman LLP
Counsel for Runway Partners, LLC

Approved as to form and legal sufficiency:

Addresses for Notice:
Joseph Marin, Manager
4767 NW 36th Street
Miami Springs, FL 33166
_____(email)

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

With a copy to:
Marc Shuster, Esq.
Alejandro Miyar, Esq.
Berger Singerman LLP
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
mshuster@bergersingerman.com (email)
amiyar@bergersingerman.com (email)

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)

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

SCHEDULE A

OPERATING REQUIREMENTS

- 1) The Hotel's name or brand shall be changed and it shall not be branded or marketed as "The Runway Inn". Advertising of the Hotel shall reflect actual, present conditions of the Hotel's exterior and interior spaces, including hotel rooms.
- 2) The Hotel shall hire a private security company to provide at least one (1), unarmed security guard at the premises for twelve (12) hours a day, seven (7) days a week, specifically from the hours of 6:00 PM EST to 6:00 AM EST. Runway Partners and the City shall mutually agree as to the private security company that will staff the Hotel upon re-opening, which agreement shall not be unreasonably withheld by the City.
- 3) The Hotel shall be committed to and employ best practices for prevention of various forms of illegal activity. The Hotel's management, employees, and contractors shall abide by a zero-tolerance policy where illegal activity of any kind will not be tolerated and will be reported immediately to law enforcement.
- 4) Consistent with section 509.096, Florida Statutes, as may be amended, the Hotel shall:
 - a) Provide annual best-practices training regarding human trafficking awareness to employees of the establishment who perform housekeeping duties in the rental units or who work at the front desk or reception area where guests ordinarily check in or check out. For example, training approved by the Florida Restaurant and Lodging Association and available at www.StopHumanTraffickingFL.com and www.frla.org/human-trafficking/. Such training must also be provided for new employees within 60 days after they begin their employment in those roles. Each employee must submit to the hiring establishment a signed and dated acknowledgment of having received the training, which the establishment must provide to the State of Florida, Department of Business and Professional Regulation upon request. The establishment may keep such acknowledgment electronically.
 - b) Implement a procedure for the reporting of suspected human trafficking to the National Human Trafficking Hotline or to a local law enforcement agency, including but not limited to:
 - i) 911 for Emergencies;
 - ii) The Miami-Dade County Human Trafficking Hotline (305-350-5567);
 - iii) The State Attorney's Human Trafficking Unit Number (786-775-5270);
 - iv) The State Attorney's Office Human Trafficking Hotline (305-FIX-STOP);
 - v) Florida Department of Children and Families Hotline (1-800-96-ABUSE);
 - vi) The National Human Trafficking Hotline (1-888-373-7888); and
 - vii) The City of Miami Springs Police Department.
 - c) Post in a conspicuous location in the establishment which is accessible to employees a human trafficking public awareness sign at least 11 inches by 15 inches in size, printed in an easily legible font and in at least 32-point type, which states in English and Spanish and

any other language predominantly spoken in that area which the department deems appropriate substantially the following:

- i) “If you or someone you know is being forced to engage in an activity and cannot leave, whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity, call the National Human Trafficking Resource Center at 888-373-7888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida law.”
- d) The human trafficking awareness training required under paragraph (4)(a) must be submitted to and approved by the State of Florida, Department of Business and Professional Regulation and must include all of the following:
 - i) The definition of human trafficking and the difference between the two forms of human trafficking: sex trafficking and labor trafficking.
 - ii) Guidance specific to the public lodging sector concerning how to identify individuals who may be victims of human trafficking.
 - iii) Guidance concerning the role of the employees of a public lodging establishment in reporting and responding to suspected human trafficking.
- 5) The Hotel must also provide annual and new employee training, either through the human trafficking awareness training required under paragraph (4)(a) or otherwise, on crime prevention and identification of the following red-flag indicators of potential human trafficking and other criminal activities:
 - a) Guests who check in and stay for only a few hours;
 - b) Any minors checking in with older individuals;
 - c) A steady pattern of male visitors who stay for a short while, which may indicate prostitution;
 - d) Visitors who are not familiar with the guest they are visiting because, for example, they may not know a guest’s first or last name;
 - e) Different individuals frequently entering and leaving a specific room;
 - f) Guests staying in a room for long periods of time;
 - g) Guest requests for specific rooms that are out of the way or difficult to monitor;
 - h) Guests refusing housekeeping services for over two days or cancelling housekeeping services for the duration of a given stay;
 - i) Guests moving no luggage at all or a large number of items into the room - particularly large trunks or other bulky containers;
 - j) Physical and/or behavioral signs that indicate significant intoxication or drug influence;
 - k) Guests bringing “valuables” or firearms;
 - l) “Lookouts” who hang out near hotel rooms during heavy traffic hours;
 - m) Guests and repeat guests requesting room changes during a given stay or specific rooms; and
 - n) Guests paying for long-term hotel room stays in advance, particularly with cash.

- 6) At Hotel check-in, the Hotel shall require:
 - a) valid photo identification for all guests and visitors, including minors traveling with older individuals;
 - b) completion of a registration form which shall identify the guest's permanent address and contact information; and
 - c) identification and registration of guest and visitor vehicles.
- 7) The Hotel shall not hire any job applicants who have disclosed felony convictions on their employment applications to the extent permitted under applicable law.
- 8) The Hotel shall continuously operate a working high-definition, video-monitoring system for all building entrances and outdoor and public areas and the registration area. Video records shall be retained and available for inspection by the City upon reasonable request and without the need for a warrant for a minimum of 90 days from the time of recording.
- 9) The Hotel shall maintain its exterior condition consistent with City standards for appearance and maintenance by being kept free of any litter and clean with adequate paint. Any graffiti will be removed as soon as practicable. Any vandalism will be repaired as soon as practicable. Within thirty (30) days of City Council approval, the City shall have the right, but not the obligation, to inspect the Property and require reasonable improvements to the Property's exterior condition. If the City requires improvements to the Property's exterior condition, the Hotel shall submit a written plan for review by the City. Upon approval by the City, the Hotel shall implement the condition improvements within thirty (30) days.
- 10) All of the exterior spaces and accompanying alleyways of the Property shall be well-lit. A photometric plan shall be submitted to the City's Building Department providing for a minimum of a 5-foot light candle for the Property. Upon approval by the City and issuance of all necessary permits, the lighting improvements shall be completed and final inspection shall be requested within thirty (30) days of permit issuance.
- 11) The Hotel shall not be used as an animal sanctuary nor shall the Hotel be used as an animal rescue or housing facility. The Hotel shall not permit the feeding of feral animals on the Property.
- 12) Upon reasonable notice, the Hotel shall make available to the City for inspection any documents maintained by the Hotel to ensure its compliance with the terms set forth herein.

EXHIBIT 1

[INJUNCTION ORDER DATED SEPTEMBER 16, 2020]

EXHIBIT 2

[FORM OF LIMITED JOINDER BY PROSPECTIVE PURCHASER]

LIMITED JOINDER TO SETTLEMENT AGREEMENT

This Limited Joinder dated _____, 202_ (“Limited Joinder”) to that certain Settlement Agreement and Release (the “Settlement Agreement”) with an Effective Date¹ of October __, 2021 is made by and between Runway Partners, LLC, a Florida limited liability company (“Seller”) and _____ (“Buyer”).

Seller and Buyer have entered into a Purchase and Sale Agreement with an effective date of _____ relating to the real property located at 656 East Drive, Miami Springs, Florida.

Buyer hereby acknowledges receipt of the Settlement Agreement between Seller and the City of Miami Springs (the “City”) and agrees that should Buyer re-open the Hotel in substantially the same physical condition as of the Effective Date of the Settlement Agreement, then Buyer is required to comply with those certain and limited Purchaser Requirements (as defined in the Settlement Agreement) recited as follows: Buyer shall (i) hire a private security company approved by the City to provide at least one (1) unarmed security guard at the premises for twelve (12) hours a day, seven (7) days a week for twelve (12) consecutive months after re-opening, specifically including the hours of 6:00 PM EST to 6:00 AM EST; and (ii) comply with section 787.06 of Florida Statutes (2021) and section 509.096, Florida Statutes, as may be amended.

The foregoing requirements do not apply if the Buyer demolishes the Hotel or the Hotel is operated by an established, reputable operator (including but not limited to national “flag” hotel chain) and substantially re-developed or rehabilitated such that all, or at a minimum 90%, of the Hotel’s guest rooms and lobby are upgraded with new furniture, fixtures, and equipment, and renovated with amenities that may include, but are not limited to, a restaurant, spa, or gym or such other amenity not currently on site, which amenities are likewise operated by an established, reputable operator(s).

[Buyer]
By:
Its:
Dated:

¹ Capitalized terms that are not defined in this Limited Joinder shall have the same meaning ascribed to them in the Settlement Agreement.

EXHIBIT 3

[FORM OF DISMISSAL]

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

Case No. 2020-019872-CA-01

CITY OF MIAMI SPRINGS, FLORIDA,

Plaintiff,

v.

RUNWAY PARTNERS, LLC,

Defendant.

**JOINT MOTION FOR ENTRY OF ORDER OF DISMISSAL AND DISSOLUTION OF
TEMPORARY INJUNCTION**

Plaintiff City of Miami Springs, Florida (the “City”) and Defendant Runway Partners, LLC (“Runway Partners”) (collectively, the “Parties”), by and through their undersigned counsel and pursuant to Fla. R. Civ. P. 1.420 and 1.610, hereby stipulate and jointly move as follows:

1. The Parties have entered into a Settlement Agreement and Release (the “Settlement Agreement”), a copy of which is attached as Exhibit 1 to this Joint Motion.
2. The Parties’ Settlement Agreement addresses, to the satisfaction of the City, the scope of the remediation plan required by the Court’s September 16, 2020 *Order Granting City of Miami Springs’ Ex-Parte Emergency Motion for Preliminary Injunction Relief* and *Revised Order Granting City of Miami Springs’ Ex-Parte Emergency Motion for Preliminary Injunction Relief* (the “Injunction Order”).
3. The Parties request that the Court approve the Settlement Agreement, including the remediation plan set forth therein, dissolve the Injunction Order, and dismiss this action with prejudice, with the Parties responsible for their own attorneys’ fees and costs, and providing for the retention of jurisdiction to enforce the Settlement Agreement.

4. The effectiveness of this stipulation is conditioned upon the Court's entry of an order dismissing this action, dissolving the Injunction Order, and retaining jurisdiction to enforce the terms of the Parties' Settlement Agreement. A proposed Order is attached as Exhibit 2 hereto.

WHEREFORE, Plaintiff City of Miami Springs, Florida (the "City") and Defendant Runway Partners, LLC respectfully request that the Court grant this Joint Motion for Entry of Order of Dismissal and Dissolution of Temporary Injunction by entry of the Order in the form attached hereto as **Exhibit 2**, and providing for any other relief that the Court may deem just and proper.

Dated: October __, 2021

Eric P. Hockman

Eric P. Hockman, Esq.
Florida Bar No. 64879
Haydee S. Sera, Esq.
Florida Bar No. 70600
WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Counsel for Plaintiff
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
ehockman@wsh-law.com

hsera@wsh-law.com

Respectfully Submitted,

Alejandro Miyar

Alejandro Miyar, Esq.
Florida Bar No. 105399
BERGER SINGERMAN LLP
Counsel for Defendant
1450 Brickell Avenue, Suite 1900
Miami, FL 33131-3453
Telephone: (305) 755-9500
Facsimile: (305) 714-4340
amiyar@bergersingerman.com

**EXHIBIT 1 TO JOINT MOTION
[SETTLEMENT AGREEMENT]**

EXHIBIT 2 TO JOINT MOTION

[PROPOSED ORDER]

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

Case No. 2020-019872-CA-01

CITY OF MIAMI SPRINGS, FLORIDA,

Plaintiff,

v.

RUNWAY PARTNERS, LLC,

Defendant.

ORDER OF DISMISSAL AND DISSOLUTION OF TEMPORARY INJUNCTION

THIS CAUSE has come before the Court on the parties' Joint Motion For Entry Of Order of Dismissal and Dissolution of Temporary Injunction. Having been informed of the stipulation and agreement of the parties, reviewed the file and the parties' Settlement Agreement and Release (the "Settlement Agreement"), and being otherwise fully advised in the premises, it is hereby **ORDERED AND ADJUDGED** as follows:

1. The Parties' Settlement Agreement addresses the remediation plan required by the Court's September 16, 2020 *Order Granting City of Miami Springs' Ex-Parte Emergency Motion for Preliminary Injunction Relief* and *Revised Order Granting City of Miami Springs' Ex-Parte Emergency Motion for Preliminary Injunction Relief* (the "Injunction Order").
2. The Court approves the Settlement Agreement, including the remediation plan set forth therein, and terminates and dissolves the Injunction Order.
3. This action and all claims asserted herein is **DISMISSED** with prejudice, with each party bearing its own attorneys' fees, costs, and expenses. The Court retains jurisdiction over this matter to the extent necessary to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Hon. Barbara Areces
Circuit Court Judge



AGENDA MEMORANDUM

Meeting Date: October 11, 2021

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

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police *Armando Guzman 9/13/2021*

Subject: Police Patrol Vehicle Purchase

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Duval Ford, utilizing Florida Sheriffs Association Contract FSA20-VEL 28.0, in the amount of \$44,303.00 for one (1) 2021 Ford Police Interceptor AWD Utility, as these funds are available in the FY21/22 Budget, pursuant to Section §31-11 (E)(5) of the City Code.

Discussion/Analysis: Purchase one (1) 2021 Ford Police Interceptor AWD Utility for the Police Department fleet. See attached documentation: Duval Fleet Sales' Quote Sheet and Florida Sheriffs Association Contract FSA-VEL 28.0.

Submission Date and Time: 9/13/2021 8:31 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|---|
| Department: <u>Police Department</u> Prepared by: <u>Ariadna Quintana</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Dept. Head: <i>Armando Guzman 9/13/2021</i> Procurement: _____ Asst. City Mgr.: _____ City Manager: _____ | Dept./ Desc.: <u>Police Vehicles</u> Account No.: <u>001-2001-521.65-00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>N/A</u> Current request: \$ <u>44,303.00</u> Total vendor amount: \$ <u>44,303.00</u> |

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF A VEHICLE FROM DUVAL FORD, LLC IN AN AMOUNT NOT TO EXCEED \$44,303 UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA SHERIFFS ASSOCIATION'S CONTRACT PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") desires to purchase one 2022 Ford Police Interceptor and related accessory equipment (the "Vehicle and Accessory Equipment") to replace a vehicle that reached the end of its useful lifecycle and to facilitate the provision of the Police Department's day-to-day operations; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by the Florida Sheriffs Association, which has entered into Contract No. FSA20-VEL28.0 (the "FSA Contract") with Duval Ford, LLC (the "Vendor"), which local governments statewide may utilize for their own benefit; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to approve the purchase of the Vehicle and Accessory Equipment from the Vendor in an amount not to exceed \$44,303, consistent with the FSA Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), as the pricing offered pursuant to the FSA Contract is in the City's best interest; 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. Approval. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Vehicle and Accessory Equipment from the Vendor and the expenditure of budgeted funds in an amount not to exceed

\$44,303, consistent with the FSA Contract and the Vendor’s Quote attached hereto as Exhibit “A”.

Section 3. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

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 Jacky Bravo | _____ |
| Councilman Bob Best | _____ |
| Councilman Dr. Walter Fajet | _____ |
| Councilman Dr. Victor Vazquez | _____ |
| Mayor Maria Puente Mitchell | _____ |

PASSED AND ADOPTED this 11th day of October, 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

MIAMI SPRINGS POLICE

Prepared for:

MIAMI SPRINGS POLICE
 LT NUNEZ
 305-389-8485
 CNUNEZ@MSPD.US

Contract Holder
 Duval Fleet Sales
 Laura Torbett
 (Work) 904-388-2144
 (Fax) 904-387-6816
 (Cell) 904-568-6027
 laura.torbett@duvalfleet.com
 5203 Waterside Dr Jax, FL 32210

9/2/21

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

| Labor | Code | Equipment | Price |
|-----------|-----------------|--|----------------|
| 0 | SPEC 255 | 2021 FORD POLICE INTERCEPTOR AWD UTILITY (K&A) | |
| 0 | 500A | POLICE EQUIPMENT | \$ 32,367.00 |
| 0 | 99B | 3.3L TI-VCT V6 | \$ - |
| 0 | 44U | 10 SPEED AUTOMATIC TRANSMISSION | \$ - |
| 0 | 51R | LEFT HAND PILLAR MOUNTED SPOTLIGHT | \$ - |
| 0 | 55F | KEYLESS ENTRY | \$ - |
| 0 | 153 | FRONT LICENSE PLATE BRACKET | \$ - |
| 0 | YZ | EXTERIOR COLOR: OXFORD WHITE | \$ - |
| 0 | 96 | INTERIOR: EBONY CLOTH BUCKETS/ REAR VINYL | \$ - |
| 0 | 52P | HIDDEN DOOR PLUNGERS | \$ - |
| 0 | 17A | AUX. CLIMATE CONTROL | \$ 159.00 |
| 0 | 19V | REAR CAMERA ON DEMAND | \$ 609.00 |
| 0 | 43D | COURTESY LAMP DISABLED | \$ 229.00 |
| 0 | 55B | BLIS | \$ 24.00 |
| 0 | 60A | GRILLE WIRING | \$ 544.00 |
| 0 | 68G | REAR LOCKS AND HANDLES INOP | \$ 49.00 |
| 0 | 76P | PRE COLLISION ASSIST | \$ - |
| 0 | 76R | REVERSE SENSING | \$ 144.00 |
| 0 | LED PKG 1 | WHELEN VERTEX FOUR CORNER LIGHTING SYSTEM- RED/ BLUE SPLIT | \$ 274.00 |
| 0 | PK0602ITU20TM | SETINA PRISONER CAGE- 10 VC WITH RECESSED PANEL, UNCOATED POLYCARBONATE W/EXPANDED METAL SECURITY SCREEN | \$ 675.00 |
| 0 | PK0316ITU202 ND | SETINA REAR CARGO POLY BARRIER, 12VS | \$ 970.00 |
| 9 | WPLB-LED 2 | 54" WHELEN PREMIUM ALL LED LIGHT BAR DUO (MODEL LEGACY) LEGACY LIGHTBAR WITH DUO LED MODULES, 2-WIRE CTL TRAFFIC ADVISOR, (2) LED FLASHING/ALLEY LIGHTS, MOUNTING KIT 295SLSA6 COMBINATION LIGHT/SIREN CONTROLLER, SA315P SIREN/SPEAKER AND MOUNTING BRACKET. Front RED/ WHITE WITH WHITE DUO- Rear RED/ BLUE WITH AMBER OVER RIDE | \$ 665.00 |
| 0 | CC-20-UV10-L8 | 2020 PI Utility 18" Sloped console, 10" slope, 8" level. Includes one (1) dual-port USB outlet. | \$ 2,505.83 |
| 0 | FP- | 4" FP for siren controller. Make and model TBD. | \$ - |
| 0 | FP-USB-2DC | 2" faceplate with (2) DC outlets & (1) dual-port USB outlet. | \$ 809.00 |
| 0 | FP-BLNK2 | 2" blank faceplate (x2) | \$ - |
| 0 | AC-INBHG | 4" internal dual-cup beverage holder. | \$ - |
| 0 | FP-SGTRAY | 4" console tray for cell phone, keys, etc. | \$ - |
| 0 | 6/100 | 6 YEAR/ 100,000 MILE EXTRA CARE EXTENDED WARRANTY WITH \$0 DED | \$ - |
| 0 | MGB53401 | VEHICLE ON GROUND, SUBJECT TO AVAILABILITY | \$ 3,175.00 |
| 9 | LABOR | Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies: | \$ 699.00 |
| 0 | | | \$45 \$ 405.00 |
| 0 | VENDOR COMMENTS | | \$ - |
| UNIT COST | | | \$ 44,302.83 |

| | | | |
|----------------|---|----------------|--------------|
| TOTAL QUANTITY | 1 | TOTAL PURCHASE | \$ 44,302.83 |
|----------------|---|----------------|--------------|



CONTRACT ORDERING INSTRUCTIONS

The Florida Sheriffs Association Cooperative Purchasing Program welcomes you to utilize the Cooperative Purchasing Program at no cost to our purchasers. However, as a user of the program, we do request you to submit copies of all purchase orders when using the FSA CPP. Send your PO copies to COOP@flsheriffs.org

This document is designed to assist you through the purchasing process as outlined in Section 3.20 Order, of the Contract Terms and Conditions. Please familiarize yourself with the Contract Terms and Conditions sections that apply to "purchasers." A link to this document is found on each contract page.

- 1) For a complete list of offerings, select the appropriate contract from the [Cooperative Purchasing Program](#) home page.

FSA CPP currently has 6 competitive contracts:

- | | |
|---|---|
| <ul style="list-style-type: none"> ✓ Pursuit, Administrative and other Vehicles ✓ Heavy Trucks ✓ Heavy Equipment | <ul style="list-style-type: none"> ✓ Fire Rescue Vehicles and Other Equipment ✓ Ambulances and Other Equipment ✓ Tires |
|---|---|

- 2) Under Products and Services Available, locate the product group for your purchase interest. Each group provides a drop-down list of all products by expanding the group bar by selecting the arrow to the left of the group name.
- 3) If options need to be added to the base product, locate the options that correspond with each awarded vendor for each product specification number. All options must be discounted, and proof of discounts can be requested from the vendor.
- 4) Once your product is located, contact the awarded vendor for your zone for a quote using the Vendor Directory located just under the CPP logo on each contract page. While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.
- 5) For vehicle purchases, be sure to include your manufacturer code on your purchase order and request that the vendor use your code to enable you to track your vehicles in production. Also, please include the FSA codes on your PO. The FIN/FAN/Certification Codes for the FSA are:

| Manufacturer | Code Type | FSA Code | Contact |
|---------------------------|---------------|----------|--|
| Ford | FIN | QE065 | 1-800-343-5338 |
| Fiat Chrysler Automobiles | FAN | 917872 | 1-800-999-3533 |
| General Motors | FAN | 49313 | 1-800-353-3867 |
| Nissan | Certification | FSA | FleetDistribution@Nissan-usa.com |
| Toyota | FIN | GE159 | 1-800-732-2798 |

- 6) Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, prior to when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.



CONTRACT ORDERING INSTRUCTIONS

- 7) A purchaser issues a purchase order to the vendor, that should include:
- Awarded vendor name and address per contract
 - The contract number and title
 - Specification number and vehicle description
 - Purchaser's federal identification number
 - Name, phone number and email address for the point of contact at the purchasing agency
- 8) **The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails are acceptable. Emails can be sent to coop@flsheriffs.org.**

We hope you enjoy your purchasing experience with our Florida Sheriffs Association Cooperative Purchasing Program and don't forget to send us a copy of your purchase order. We are available should you have questions.

FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles

Group: Police Rated & Police Hybrid Vehicles

Item: 255, Ford, Interceptor Utility AWD 3.3L Gas, K8A

| Zone | Rank | Vendor | Price | Build File | Options File |
|----------|-----------|---------------------------------|-------------|------------|--------------|
| Western | Primary | Duval Ford LLC | \$32,370.00 | Build | Options |
| | Alternate | Garber Ford Inc | \$32,634.00 | Build | Options |
| | Alternate | BOZARD FORD | \$32,691.00 | Build | Options |
| Northern | Primary | Duval Ford LLC | \$32,194.00 | Build | Options |
| | Alternate | Garber Ford Inc | \$32,584.00 | Build | Options |
| | Alternate | BOZARD FORD | \$32,591.00 | Build | Options |
| Central | Primary | Palmetto Ford Truck Sales, Inc. | \$32,105.00 | Build | Options |
| | Alternate | Duval Ford LLC | \$32,370.00 | Build | Options |
| | Alternate | Garber Ford Inc | \$32,684.00 | Build | Options |
| Southern | Primary | Palmetto Ford Truck Sales, Inc. | \$32,105.00 | Build | Options |
| | Alternate | Duval Ford LLC | \$32,367.00 | Build | Options |
| | Alternate | Garber Ford Inc | \$32,734.00 | Build | Options |

BID AWARD

CONTRACT FSA20-VEL28.0

Pursuit, Administrative, and Other Vehicles

Contract Term:

October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

**The
Florida Sheriffs Association
&
Florida Association of Counties**





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 28th cooperative competitive bid for vehicles. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 339 specifications and makes and models. It offers police rated pursuit, special service, administrative, hybrid vehicles, electric vehicles, pick-up trucks, vans, mobility transport, and police motorcycles.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 158 prospective bidders to register for qualification to participate in the bid process. From this ITB, 58 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 48 submitted bids and 37 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles.

1. Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Enterprises of Wauchula, Inc d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula
3. Alan Jay Ford Lincoln Mercury, Inc
4. Alan Jay KIA, Inc.
5. Alan Jay Nissan, Inc.
6. Alan Jay Toyota
- 7 Alligator Alley Harley Davidson
8. Asbury Automotive Group DBA: Courtesy Chrysler, Jeep Dodge
9. Asbury Jax Ford, LLC DBA: Coggin Ford
10. Asbury Automotive Group DBA: Coggin DeLand Honda
11. Asbury Automotive Group DBA: Courtesy KIA of Brandon
12. Auto Nation Chevrolet Pembroke Pines
13. Bartow Ford Company
14. Beck Chevrolet Buick GMC LLC
15. Beck Chrysler Dodge Jeep
16. Beck Ford Lincoln
17. Bozard Ford
18. Coggin Buick GMC
19. Coggin Chevrolet LLC DBA: Coggin Chevrolet
20. Coggin DeLand Hyundai
21. Coggin Cars LLC DBA: Coggin Toyota
22. Duval Chevrolet
23. Duval Ford LLC
24. FR Conversions Inc.
25. Garber Chevrolet Buick GMC Inc.
26. Garber Chrysler Dodge Jeep RAM
27. Garber Ford Inc.
28. Jeffrey-Allen Inc.
29. Palmetto Ford Truck Sales Inc.
30. Rossmeyer Daytona Motorcycles Inc
31. Seminole Toyota
32. Stingray Chevrolet
33. Tampa Truck Center
34. Terry Taylor DeLand Nissan Inc.
35. Tesla Inc
36. Vatland CDJR, LLC
37. Weston Nissan



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

TO: Honorable Mayor Mitchell and Members of the City Council
FROM: Erika Gonzalez-Santamaria, MMC, City Clerk
VIA: Juan D. Garcia, CMC, Deputy City Clerk
DATE: October 11, 2021
SUBJECT: Board of Parks and Parkways Recommendation

At the meeting of September 27th, the Board of Parks and Parkways recommended the following to Council:

3 – New Business:

a) Yard of the Month – October 2021

By consensus, the Board agreed to recommend 145 Deer Run as the October 2021 Year of the Month.

b) Yard of the Month – November 2021

By consensus, the Board agreed to recommend 286 Minola Drive as the November 2021 Yard of the Month.

c) Yard of the Month – December 2021

By consensus, the Board agreed to recommend 1184 Westward Drive as the December 2021 Yard of the Month.

MIAMI SPRINGS CHARTER

SECTION 4.02 – Removal; vote of confidence

- (2) The City Council shall at the first regular meeting in October of each year, cause a vote of confidence to be taken as to the continued services of the City Manager.



AGENDA MEMORANDUM

Meeting Date: 10/26/2020

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

Via: William Alonso, City Manager

From: Erika Gonzalez-Santamaria, City Clerk

Subject: Canceling the November 22nd and December 27th Council Meetings

Recommendation: Request that Council consider canceling the Regular Council meetings scheduled for Monday, November 22nd and Monday, December 27th.

Discussion/Analysis: Historically, the City Council has canceled the second meetings in November and December of each year. The Thanksgiving holiday falls on Thursday, November 25th and City Hall is closed the day after Thanksgiving, Friday, November 27th. This year, the second meeting in December falls on Monday, December 27th. It is requested that the City Council cancel the November 22nd and December 27th meeting dates and resume the regular schedule in January.

Submission Date and Time: 10/6/2021 12:23 PM



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Fin. Director

From: **Councilwoman Jacky Bravo**

Subject: New Ordinance Proposal – Wildlife and Fowl Feeding Prohibited

RECOMMENDATION: A request to Council to adopt an ordinance for the Prohibition of Feeding the Wildlife and Fowl of any kind. Songbirds excluded with restrictions.

Legislative intent: To prohibit citizens from intentionally or knowingly feeding or attracting the wildlife within city limits. To prohibit feeding and taming of unconfined wildlife on any private property, city property or any property operated by the City of Miami Springs, so as to protect public health, safety and welfare for both humans, domestic animals and wildlife and to provide warning and impose penalties for failure to comply. To provide protection from nuisances caused by wildlife and fowl of any kind that disturb the peace, promote unsanitary conditions or disease transmission, or interfere with the ability of people to enjoy their yards and the outdoors.

Definitions:

Feed - shall mean to give, place, expose, deposit, distribute or scatter any edible material with the intention of feeding, attracting, and enticing wildlife. Feeding does not include baiting in the legal taking of fish and/or game.

Wildlife - living things, especially mammals, birds, and fishes that are neither human nor domesticated.

Fowl - all animals that are included in the zoological class Aves (bird class), which shall include, but not limited to, chickens, ducks, geese, turkeys, guineas and pigeons.

Enforcement: Code Compliance Department and Police Department

Reason: This issue has been a growing concern for some time now amongst residents. With this ordinance we enable to provide residents some protection from nuisances caused by citizens wether local or not from feeding the wildlife and fowl of any kind that disturb the peace, promote unsanitary conditions, disease transmission, or interfere with the ability of people to enjoy a good quality of life with a common and basic solution. The City of Miami Springs is considered a Bird Sanctuary and wildlife friendly environment, it's important we also play a vital role in to promote healthy biodiversity within the city, as mentioned by our Ecology Board "Bound by Beauty" which promotes positive ways to interact with nature. While feeding the wildlife may seem like an

enjoyable way to connect with nature, wildlife feeding has been identified as a practice that can lure animals onto neighboring private properties, contributing to unwanted property damage and attract predatory wildlife to locations where their prey congregates around feeding sites established by people. Wild animals that depend on a feeder or a food bowl will often take the easy route despite ample natural foods sources being available and will walk from house to house in search of the same. Although it might seem harmless and cute to feed a squirrel at a park bench or ducks at the local waterways, these activities can lead to increased habituation and unwanted behavior causing a negative effect of the quality of life for all residents in the City of Miami Springs. There are other ways to positively interact with wildlife through natural resources that do not interfere with their ability to survive on their own, they do not need food from humans to survive.

Why NOT to feed the Wildlife and Fowl

- Dependency on unreliable nutritional food sources, become mal nourished
- Sick wildlife or birds that sips from the bird bath, the water can be contaminated and dangerous to other birds and wildlife. Stagnant water also harbors insects that can transmit diseases between birds or even to other wildlife, pets, and humans.
- Feeding leads to public health concerns and increases chance of disease transmission to people and among other wildlife
- Animals fed by humans are drawn into heavy traffic areas seeking handouts, and are killed by vehicles, or cause accidents killing or causing harm to people
- Pets can become involved in altercations with wildlife. Pets especially dogs can get into conflicts with possibly sick wildlife and become injured or diseased.
- Birds are more susceptible to predators
- Develop food-seeking aggression and can become hostile towards people and pets and other animals competing for food (Example: Muscovy Ducks by Tennis Court area/South Side Canal)
- Feeding welcomes unwanted critters and species of animals that can be harmful to both birds, other critters and people
- Large congregation of any animals as in ducks, geese and pigeons can pollute waterways, backyards, recreation and common areas (Example: Tiki huts on Ludlam Drive)
- Unwanted Property damage
- Excessive animal feces on private property and public property (Example: athletic fields, public park and recreational areas)
- Can become a nuisance amongst neighbors

Ways to create a SAFE Bio-diversified City for birds and wildlife within a city

1. **Plant trees** - Trees recycle oxygen, returning it to the atmosphere for us to breathe. They also help to create a complete, thriving global ecosystem, trees will help and provide habitat for both permanent and seasonal migration and food for a multitude of insects and animals.
2. **Plant for Wildlife** - If you're worried about native and local specie(s), plant plants it needs to breed or feed. Monarch butterflies, for instance, require milkweed and birds love oak trees because they harbor many caterpillars.

3. **Pick up waste** - Picking up trash and removal of waste associated with animal feeding as in your pets, not only protects the environment and keeps our surroundings beautiful, but it can also save wildlife. Birds and other smaller animals can confuse plastic scraps for food or consume food not part of their natural diet which can be toxic and or kill them.
4. **Report** - If you notice an animal acting strangely or aggressively, contact your local officials.

**Refer Exhibit I for more information

Exhibits:

A1 – Miami Springs Ordinance – Chapter 90 Animals and Fowl

A2 – Miami Springs Ordinance – Chapter 96 Removal of Animal Feces

B – Coral Gables Ordinance – Chapter 10 Animals

C – Miami Beach Ordinance – Chapter 10 Animals

D – Edgewater Ordinance – Chapter 5 Animal Services

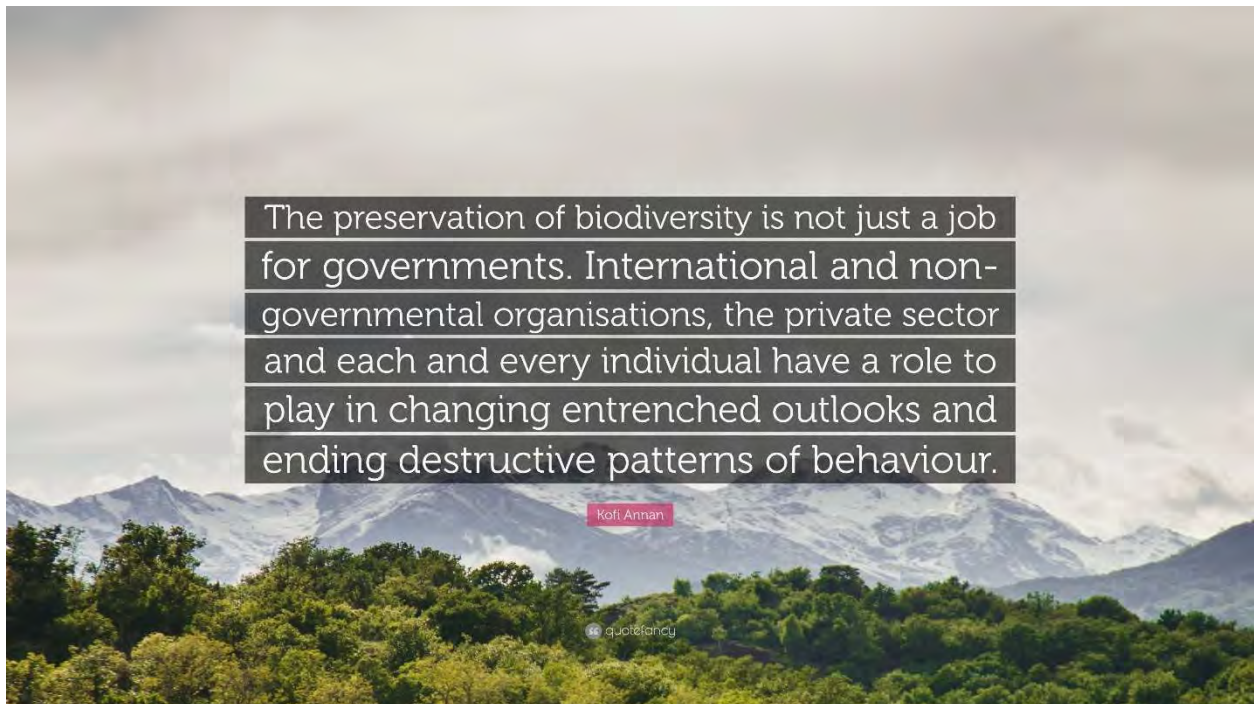
E – City of Miami Ordinance – Chapter 50 Ship, Vessel and Waterways

F – Palmetto Bay Ordinance – Chapter 15 Bird Refuge

G – Miami Dade Ordinance – Chapter 28 Aviation

H – Margate Ordinance – Chapter 6 Animals and Fowl

I – Bound by Beauty guide – Create your own Wildlife Sanctuary



Sec. 90-01. - Wild animals and reptiles.

It shall be unlawful for any person to keep, maintain, or house within the corporate limits of the City any wild animal or reptile.

(Code 1962, § 5-1; Ord. 184, passed 2-8-54)

Cross reference— Penalty, § 10-99.

Exhibit B

Sec. 90-02. - Keeping of animals prohibited; exception. (Refer to Coral Gables ordinance Sec. 10-3,10-5,10-9)

No animals, livestock, poultry, or fowl of any kind shall be raised, bred, or kept in any structure or on any lot within the City; except that not more than three dogs or other strictly household pets over six weeks of age may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

(Code 1962, § 5-2; Ord. 184, passed 2-8-54)

Cross reference— Penalty, § 10-99.

Sec. 90-04. - Running at large of animals prohibited; impounding.

If any person owning or having charge of any horse, mule, ass, goat, bull, steer, cow, or other cattle shall allow the same to go at large at any time within the corporate limits, the same shall be taken up and impounded by the City, acting by and through the chief of police who shall act on behalf of the City in the enforcement of this chapter.

(Code 1962, § 5-4; Ord. 89, passed 8-25-47)

Cross reference— Penalty, § 10-99.

Statutory reference—Livestock at large on public roads, see F.S.A. §§ 588.12—588.25.

Sec. 90-15. - Bird sanctuary; trapping, killing, or destroying birds or nests prohibited.

(A) All territory embraced within the corporate limits of the City is declared to be a bird sanctuary.

(B) It shall be unlawful for any person to shoot, trap, or in any manner kill or destroy birds or their nests within the territory embraced within the City.

(Ord. 372, passed 3-13-67)

Cross reference— Penalty, § 10-99.

Sec. 96-09. - Removal of animal feces.

- (A) Any person owning, possessing, harboring, having the care, charge, control, or custody of any animal shall immediately remove and thereafter properly dispose of any fecal matter deposited by the animal on any property in the City.
- (B) The provisions of subsection (A) shall be applicable to all City owned property, other public property including parks, parkways, medians, swales, sidewalks, streets, alleys, and other dedicated rights-of-way, and all privately owned property, unless the deposit of such matter has been consented to by the property owner.
- (C) For the purpose of compliance with this section, animal fecal matter shall be immediately removed, placed in a closed or sealed container, and disposed of by depositing the container in a trash receptacle, sanitary disposal unit, or other closed or sealed disposal container.
- (D) The provisions of this section shall not apply to dogs used for assistance by blind persons.
- (E) The provisions of this section may be enforced by any code enforcement procedure contained in the City's Code of Ordinances or pursuant to any applicable county ordinance, state law, or other enforcement procedure by the City Code Compliance Department or City Police Department.

(Ord. 949-07, passed 2-12-07)

Add: Removal of waste associated with animal feeding (refer to Miami Beach ordinance Sec.10-13) Exhibit C

Sec. 10-1. - Bird sanctuary—Declared.

All territory embraced within the corporate limits of the city is hereby declared to be a bird sanctuary.

(Code 1958, § 5-11; Code 1991, § 5-1; Code 2006, § 10-1; Ord. No. 23, § 1, 1-20-1925)

Sec. 10-3. - Pigeons; feeding, keeping, etc., prohibited.

(a) Violations of this section shall be punished as provided in section 1-7.

(b) It shall be unlawful for any person to feed, keep, maintain, water or otherwise contribute to the existence of pigeons in the city.

(Code 1958, § 20-30.1; Code 1991, § 5-3; Code 2006, § 10-3; Ord. No. 1504, § 1, 9-14-1965)

Sec. 10-5. - Keeping of domestic fowl prohibited.

It shall be unlawful for any person to keep, harbor, breed or maintain upon any subdivided lot in the city any pigeons, chickens, ducks, or roosters, or other domestic fowl.

(Code 1958, § 5-7; Code 1991, § 5-9; Code 2006, § 10-35; Ord. No. 2014, § 1, 5-22-1973)

Sec. 10-9. - Domestic animal and fowl.

It shall be unlawful for any person to keep, harbor, breed or feed any horses, ponies, cattle, goats, pigs or other livestock, or any pigeons, peacocks, chickens, ducks or roosters, or other fowl.

(Ord. No. 2020-31, § 5(Exh. B), 11-10-2020)

Sec. 10-13. - Removal of animal defecation; removal of waste associated with animal feeding, polystyrene serving items prohibited.

(a) (1) *Removal of animal defecation.* Any person owning, possessing, harboring or having the care, charge, control or custody of any animal shall immediately remove and thereafter dispose of any fecal matter deposited by the animal on public or private property (other than the property of the owner or responsible party of the animal) unless the owner or person in lawful possession of the property has consented to such deposit. For the purpose of this subsection, animal fecal matter shall be immediately removed by placing the matter in a closed or sealed container and thereafter disposing of it by depositing the matter in a trash receptacle, sanitary disposal unit, or other closed or sealed container.

(2) *Removal of waste associated with animal feeding; polystyrene serving items prohibited.* Any person who feeds or provides food or liquids intended for human or animal consumption to an animal on public or private property (other than the property of the owner or responsible party for the animal) shall remove and dispose of any waste associated with the feeding of the animal, including, but not limited to, any remaining food or liquid and the serving items (including, but not limited to, dishes, plates, cans, or containers), immediately following the feeding of the animal. The use of polystyrene serving items is prohibited. Animals may be fed by placing food on the ground, provided the food is removed in accordance with this subsection. For the purpose of this subsection, the waste associated with animal feeding shall be immediately removed by depositing the waste in an appropriate trash or garbage receptacle.

(b) This section shall not apply to disabled persons accompanied by a service dog used for their assistance.

(Ord. No. 94-2906, § 1(4-6.14.1), 2-16-94; Ord. No. 2008-3604, § 5, 4-16-08; Ord. No. 2017-4140, § 1, 10-18-17)

Sec. 5-7. - City designated as bird sanctuary.

All lands within the corporate limits of the city are hereby declared to be and designated as a bird sanctuary. It shall be unlawful for any person to intentionally kill, trap or injure any bird within said area. It shall be unlawful to establish, maintain or keep a bird aviary within 100 feet of any structure used for human habitation or work. This does not apply to a bird inside an owner's dwelling or a permitted business with the appropriate licensing to permit such activity.

(Ord. No. 2009-O-02, Pt. A, 6-15-09)

Sec. 5-10. - Feeding of wildlife prohibited.

It shall be unlawful for anyone to feed, entice, shelter or encourage any wildlife, including feral cats as defined in section 5-2, or as otherwise prohibited by state law.

(Ord. No. 2009-O-02, Pt. A, 6-15-09)

Sec. 50-437. - Manatees and protected species; feeding of wildlife.

Vessel owners and their guests shall acquaint themselves with the publications and warnings available at the harbormaster's office regarding safe operation in waters frequented by manatees, and to abide by all laws, ordinances, rules and regulations governing the operation of vessels and watercraft in the presence of manatees. Harassment of protected species is illegal and will not be tolerated. It is prohibited for any vessel owner or guest to feed or leave food for wildlife, particularly birds or endangered species.

(Ord. No. 12992, § 2, 5-8-08)

Sec. 15-2. - Bird refuge.

- (a) The Village of Palmetto Bay shall be known as a bird refuge for the protection and conservation of all species of birds.
- (b) The entire area within the boundaries known as the corporate limits of the Village of Palmetto Bay is hereby designated as a "bird refuge".
- (c) "*Bird*" shall be defined as "a warm-blooded, egg laying vertebrate of the class Aves, distinguished by the possession of feathers, wings, a beak and, typically, being able to fly.
- (d) These species include not only chickens, ducks and all species of birds, even if a specie does not have a natural habitat within the borders of the village.
- (e) No person shall molest, harm, frighten, kill, net, trap, snare, chase, shoot, throw or propel by any means missiles at any bird roaming free in the village nor shall any person remove or molest the nest or eggs of a bird. This provision is not intended to affect:
 - (1) Birds raised in captivity for human consumption.
 - (2) Individuals or entities that humanly capture and transport Muscovy Ducks.
 - (3) The removal and live transport by Miami-Dade Animal Control of ducks, chickens, or other fowl from any village park upon numerous complaints made to the parks director that nuisance or aggressive behavior is being exhibited.
 - (4) The rules and regulations of the Florida Wildlife and Conservation Commission.
 - (5) Good faith actions to administer care or medical treatment to a sick or injured bird.
- (f) The village shall be advised as to the location where a Muscovy Duck is being transported, and for the trapper to advise as to the company for which they work.
- (g) Before a trapper captures and transports a Muscovy Duck within the village limits, a registration form must be filed with the village clerk, which shall include an indemnification provision in favor of the village.
- (h) Landowners must give written permission for any trapper to enter upon private property. Trappers must carry insurance and show proof of insurance to the landowner prior to entry on private property.
- (i) In addition to the above, protection shall also be afforded to migratory birds, which are native to the United States and its territories.
- (j) As provided in 16 USC 703-712, the Migratory Bird Treaty Act, it shall be unlawful at any time, by any means or in any manner, to pursue, hunt, take, capture, kill, attempt to take, capture, or kill, possess, offer for sale, sell, offer to barter, barter, offer to purchase, purchase, deliver for shipment, ship, export, import, cause to be shipped, exported, or imported, deliver for transportation, transport or cause to be transported, carry or cause to be carried, or receive for shipment, transportation, carriage, or export, any migratory bird, any part, nest, or eggs of any such bird, or any product, whether or not manufactured, which consists, or is composed in whole

or part, of any such bird or any part, nest, or egg thereof, included in the terms of the conventions between the United States and Great Britain for the protection of migratory birds concluded August 16, 1916 (39 Stat. 1702); the United States and the United Mexican States for the protection of migratory birds and game mammals concluded February 7, 1936; the United States and the Government of Japan for the protection of migratory birds and birds in danger of extinction and their environments concluded March 4, 1972 and the convention between the United States and the Union of Soviet Socialist Republics for the conservation of migratory birds and their environments concluded November 19, 1976.

- (k) Any person, firm or entity knowingly violating any provision of this section shall be subject to a fine not exceeding \$1,000.00 for each and every offense.

(Ord. No. 2020-02, § 2, 1-6-2020; Ord. No. 2020-10, § 1, 9-14-2020)

port. (Ord. No. 97-161, § 1, 9-23-97)

28A-13.11. Drugs. No person, other than a duly qualified physician, a certified emergency medical technician (under the direction of a duly qualified physician or as provided by law), a registered nurse, or a duly qualified pharmacist shall, while on the port, prescribe, dispense, give away, or administer any controlled substance as defined from time to time by State or Federal law to another or have such a drug in his possession, with intent to prescribe, dispense, sell, give away, or administer it to another. Such persons shall not be authorized to offer to sell or to sell such drugs except pursuant to a permit, license or agreement issued by the County. (Ord. No. 97-161, § 1, 9-23-97)

28A-13.12. Animals.

- (a) No person, other than a person who is blind, visually impaired or otherwise disabled with a seeing eye or other specially trained dog, or who is accompanied by a trained dog used for law enforcement purposes under the control of an authorized law enforcement officer, shall enter the cruise terminal building with a domestic animal, unless such animal is to be or has been transported by sea and is kept restrained by a leash or otherwise confined so as to be completely under control.
- (b) No person except law enforcement personnel using a dog trained for law enforcement purposes, shall enter any part of the port, with a domestic animal, unless such animal is kept restrained by a leash or is so confined as to be completely under control, whether or not such animal is to be or has been transported by sea travel. No person shall bring, carry or deliver any wild animal under his control or custody into the cruise terminal buildings of the port, without having first obtained a permit from the Department.
- (c) Except for animals that are to be or have been transported by sea and are properly confined for sea travel, no person shall permit any wild animal under his control or custody to enter the port.
- (d) No person other than in the conduct of an official act shall hunt, pursue, trap, catch, injure, or kill any animal on the port.
- (e) No person except law enforcement personnel shall ride horseback on the port without prior authorization of the Department.
- (f) No person shall permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate upon the sidewalks of the port or upon the floor of the terminal building or any other building used in common by the public.
- (g) No person shall feed or do any other act to encourage the congregation of birds or other animals on or in the vicinity of the port. (Ord. No. 97-161, § 1, 9-23-97; Ord. No. 98-78, § 10, 6-2-98)

28A-13.13. Lost articles. Any person finding lost articles at the port shall immediately deposit them with an authorized representative of the Department. Articles unclaimed by their proper owner within three (3) months thereafter shall, upon request, be turned over to the finder or otherwise be lawfully disposed of, in accordance with applicable law or operational directive. Nothing in this paragraph shall be construed to deny the right of scheduled shipping or other port tenants to maintain "lost and found" services for property of their passengers, customers, invitees or employees as permitted by law. Articles to which the

Sec. 6-63. - Unlawful feeding of ducks.

It shall be unlawful for any person to feed, or leave food for, ducks which are not boarded, maintained and housed, pursuant to section 6-60 of this Code.

(Ord. No. 85-42, § 2, 10-16-1985)

CREATE YOUR OWN WILDLIFE SANCTUARY

with Native Plants



BOUND BY BEAUTY

Bound by Beauty's mission is to transform how we interact with nature and with neighbors, using butterflies as the catalyst for transformation, to create safer, stronger, healthier, more beautiful, resilient and sustainable communities.

Our motto is Connect, Educate, Transform, Replicate.

We hope this guide inspires you to transform your garden into a chemical-free biodiverse sanctuary filled with native plants and the beneficial wildlife that depend on them.

The joy and gratitude you will feel when you walk out your door and know that you have made a positive difference in your garden and community is exponential.

**We are all in this together.
When we nurture nature, we are nurtured.**



**"IN WILDNESS IS THE PRESERVATION OF THE WORLD."
Henry David Thoreau**

WELCOME to Wildlife Garden Magic



Nature needs our help. It is under siege from habitat loss, the use of toxic chemicals, and climate change – all man-made ills. And yet our lives depend on a healthy natural world. The good news is that each one of us has the power to help create such a world, where we can feel awe and wonder and gratitude at the beauty of nature merely by stepping outside. Imagine what we can accomplish when we join forces with neighbors, creating green corridors woven together by the sharing of seeds, seedlings, cuttings, and knowledge, and filled with threatened and endangered native plants that provide sustenance for important and beautiful wild creatures.



Since every garden is unique, it is impossible to create a one-size-fits-all template. This guide is intended to serve more to inspire and inform those living in zones 10a and 10b in the unique ecosystems of South Florida (some of the recommended native plants will be happy further south or north). All the plants we suggest prefer sunny and dry conditions but will tolerate light shade. We offer ideas and tools and tips and resources to help you get started.

We hope this process makes you want to learn more and plant more, increasing the amount of habitat for beautiful native plants that feed butterflies, birds, and bees.

Planting a variety of native nectar plants with different colors and shapes of flowers will attract numerous butterflies and other pollinators. Making room in your garden for plants with berries and seeds will attract birds. Rather than limiting you to the plants in the lists that follow, we hope you feel free to mix and match them to create your own unique sanctuary, whether you design a whole new planting bed or find room in your existing landscape for more natives.

To further inspire you, we collaborated with watercolor artist **Kim Heise**, whose love for the native ecosystems of South Florida shines through, imbuing her art with the magic, awe, and wonder of nature. When you turn the page, you will understand.



+ nextdoor



BOUND BY BEAUTY

We are grateful for the Make Every Block Better contest sponsored by **H&R Block + Nextdoor** for making this guide possible. Bound by Beauty was one of 10 organizations chosen nationwide out of nearly 2,000 that applied.

We hope you join us in Making Every Block Better.

WILDLIFE GARDEN

Vision in White



PLANT SPECIES LIST

for Wildlife Garden in White

Many plant species have multiple common names, and sometimes two species share the same one, therefore it is very important to check the scientific name.

Toxic chemical insecticides, herbicides, fungicides, rodenticides and fertilizers are incompatible with a garden designed to attract wildlife. Even organic insecticides, if sprayed indiscriminately, will kill beneficial insects and poison the wildlife that depends on them for food.

Note to those with children and pets with appetites for vegetation: always research a plant for its toxicity before introducing it into a garden.



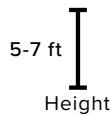
PINELAND or LITTLE STRONGBACK/STRONGBARK

Scientific Name: *Bourreria cassinifolia*

Growing to about 7 feet tall and 4-5 feet wide, this wonderful tree has gracefully cascading branches covered with delicate leaves that allow the sun to shine under the plant, making it a perfect choice for the center of a grouping as well as a stand-alone tree. All year round, the Little Strongback offers nectar from its sweet little white flowers to a variety of butterflies and bees, as well as orange berries that attract birds, making it a wonderful plant for wildlife. [LEARN MORE](#)



Shrub/
small tree



5-7 ft

Height



4-5 ft

Spread



Bloom Season
year-round



Flower Color
white



Wildlife
Value



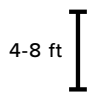
BUTTON SAGE or WILD SAGE

Scientific Name: *Lantana involucrata*

This beauty typically grows to about 5 feet tall and about as wide (although in the right conditions it can grow as tall as 8 feet). It gets its name from the lovely smell of the leaves, and the beautiful little white or pale pink multi-clustered flowers that look like old-fashioned buttons. The flowers attract butterflies like the Atala and the Zebra, and bees as well. If that isn't enough to convince you to plant one in your garden, how about the fact that its beautiful purple berries attract all manner of birds, including Mockingbirds and migrating warblers. This is another winner for wildlife. [LEARN MORE](#)



Shrub



4-8 ft

Height



2-4 ft

Spread



Bloom Season
year-round



Flower Color
**white or
slightly pink**



Wildlife
Value



PINELAND CROTON

Scientific Name: *Croton linearis*

This ethereal shrub grows to about 5 feet high and 2 to 4 feet wide if left unpruned. Its little white flowers look insignificant to the human eye, but you should see the video we have of Atala butterflies brawling over the nectar, which bees love as well. The leaves are long and graceful and a lovely sage green. This plant is also the host plant to two critically imperiled pine rockland species of butterflies, which is a good enough reason to plant it in your garden as a symbol of hope for all endangered creatures. This shrub tends to fall forward while growing but can easily be propped up with a small stake or that frame for a campaign poster that you've been keeping around, hoping to find the perfect way to upcycle it. [LEARN MORE >](#)



Shrub

4-5 ft

Height



2-4 ft

Spread



Bloom Season
year-round



Flower Color
white



Wildlife
Value



PERFUMED SPIDER LILY

Scientific Name: *Hymenocallis latifolia*

You can see from the illustration where this plant gets the name "spider lily" but don't you want one just to smell its perfume, which emanates from the beautiful white flowers that bloom in the spring and the fall? The attractive dark green leaves grow to about 2-3 feet in height. This plant will multiply, so give it space. This exotic-looking native is pollinated by the otherworldly sphinx moth. [LEARN MORE >](#)



Flower

2-3 ft

Height



3-5 ft

Spread



Bloom Season
spring-fall



Flower Color
white



Wildlife
Value



FROGFRUIT or TURKEY TANGLE or CREEPING CHARLIE

Scientific Name: *Phyla nodiflora*

This plant is so amazing that it has two additional names: frogfruit or matchstick plant. No matter what you call it, it is a wonderful little versatile plant that grows to about 3 inches in the sun (taller in the shade) and spreads through runners, so it also makes a wonderful ground cover in low traffic areas. The pretty little flowers are white and purple, bloom all year round, and attract all sorts of pollinators, including native bees (native bees do not look like honeybees and are typically smaller or larger) and small butterfly species. In addition to being a wonderful nectar plant, it is a host plant for three species of butterflies, who lay their eggs on the leaves for their caterpillars to eat. [LEARN MORE >](#)



Flower/
ground cover

1-6 in

Height

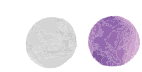


12 in

Spread



Bloom Season
year-round



Flower Color
white or purple



Wildlife
Value

See additional plant species in White on page 14.

WILDLIFE GARDEN

Vision in Red, Yellow, and Orange



PLANT SPECIES LIST

for Wildlife Garden in Red, Yellow, and Orange

Many plant species have multiple common names, and sometimes two species share the same one, therefore it is very important to check the scientific name.

Toxic chemical insecticides, herbicides, fungicides, rodenticides and fertilizers are incompatible with a garden designed to attract wildlife. Even organic insecticides, if sprayed indiscriminately, will kill beneficial insects and poison the wildlife that depends on them for food.

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PRIVET SENNA

Scientific Name: *Senna ligustrina*

Privet senna is a perennial shrub with feathery fronds and showy butter yellow blooms. Sulphur butterflies, including the gorgeous orange barred sulphur (*Phoebis philea*), lay their eggs on this plant so their caterpillars can eat the leaves. Solitary native bees also love the beautiful blooms and help pollinate the plant, and any plant that feeds important and beleaguered bees is welcome in our gardens. This senna loves full sun, however it will do fine if it is in shade part of the day. It is a fast grower and will reach 4-8 feet in height and approximately 4 feet wide. It graciously produces seed pods with seeds that germinate easily so it is a wonderful choice for propagation and sharing with friends and neighbors.

[LEARN MORE >](#)



Shrub

4-8 ft
Height



3-6 ft
Spread



Bloom Season
year-round



Flower Color
yellow



Wildlife
Value



RED TROPICAL SAGE or SCARLET SAGE

Scientific Name: *Salvia coccinea*

What is there not to love about a plant with vivid red flowers that happily grows in sun and part shade and provides food for butterflies, bees, birds, and hummingbirds? If you're lucky, your breath will be taken away when a beautiful painted bunting hops all along the length of the flowers looking for seeds. It usually grows about 3-4 feet tall, but can reach heights of 6 feet. You want to place it a little farther back in the planting bed as it has a tendency to fall forward. It is easily pruned, and the seeds produce many baby plants, so it is a wildflower that keeps on giving. This is another great plant for sharing with friends and neighbors. [LEARN MORE >](#)



Flower

2-6 ft
Height



2-5 ft
Spread



Bloom Season
year-round



Flower Color
red



Wildlife
Value



SEASIDE GOLDENROD

Scientific Name: *Solidago sempervirens*

Some goldenrods like to aggressively march across your garden, but not so with the well-behaved Seaside Goldenrod, which sports a collar of green leaves that looks lovely even when the plant is not blooming. But – oh! – when it is in bloom it sends up 2-6 ft tall torches of tiny yellow flowers that light up the garden, calling all the bees. Honeybees love it, as do native bees, and we're fond of bees so we highly recommend this goldenrod. Notes: Prefers very sandy soil with little organic matter. [LEARN MORE](#)



Flower

2.5-6 ft

Height

1.5-2.5 ft

Spread



Bloom Season
year-round



Flower Color
yellow



Wildlife
Value



GOLD LANTANA OR PINELAND LANTANA

Scientific Name: *Lantana depressa* var. *depressa*

This native lantana, with its clusters of cheerful yellow flowers, is the perfect plant to light up a dreary day, especially when it is visited by butterflies or bees. The attractive, slightly raspy leaves release a pleasant spicy scent when crushed. Although it only grows to about 2 ft tall, you want to give it room to spread to about 5 ft wide. Please make sure you buy this plant only from a reputable nursery like Fairchild or Silent Native, as this species has hybridized with *Lantana camara*, a Category I invasive that could poison your child or pet. Avoid purchasing any plant labeled as Pineland or Gold Lantana that has multi-colored flowers. [LEARN MORE](#)



Flower

2 ft

Height

5 ft

Spread



Bloom Season
year-round



Flower Color
yellow



Wildlife
Value



PINELAND HELIOTROPE

Scientific Name: *Heliotropium polyphyllum*

This sweet little plant will love a sunny spot at the front of your planting bed, growing about .5-1 ft in height and spreading over time. Its flowers vary from yellow to white, and all combinations in between. The leaves look a bit like rosemary, although they wave around cheerfully instead of remaining erect. Small butterflies will thank you for its nectar. [LEARN MORE](#)



Flower/
ground cover

.5-1 ft

Height

1-2 ft

Spread



Bloom Season
year-round



Flower Color
yellow



Wildlife
Value

See additional plant species in Red, Yellow, and Orange on page 14.

WILDLIFE GARDEN

Vision in Purple, Pink, Blue, and Yellow



PLANT SPECIES LIST

for Wildlife Garden in Purple, Pink, Blue, and Yellow

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WOOLLY TEABUSH

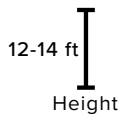
Scientific Name: *Melochia tomentosa*

This is a tall flowering shrub that enjoys full sun. It can tower to a height of 12-14 feet and 4-6 feet wide but can be maintained at a smaller profile with regular pruning if so desired. This shrub has lovely abundant small purple flowers that lean toward a light magenta, contrasting with the leaves which are a soft, velvety greyish green. The Teabush is a bee magnet and is also frequented by a variety of butterflies who sip its nectar. Ladybugs and dragonflies also visit this garden beauty. The more sun you can give this plant, the happier you'll both be.

LEARN MORE >



Shrub/
small tree



Height



Spread



Bloom Season
April - October



Flower Color
pink
purple



Wildlife
Value



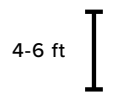
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Shrub



Height



Spread



Bloom Season
year-round



Flower Color
white or
pink



Wildlife
Value



GOLD LANTANA OR PINELAND LANTANA

Scientific Name: *Lantana depressa* var. *depressa*

This native lantana, with its clusters of cheerful yellow flowers, is the perfect plant to light up a dreary day, especially when it is visited by butterflies or bees. The attractive, slightly raspy leaves release a pleasant spicy scent when crushed. Although it only grows to about 2 ft tall, you want to give it room to spread to about 5 ft wide. Please make sure you buy this plant only from a reputable nursery like Fairchild or Silent Native, as this species has hybridized with *Lantana camara*, a Category I invasive that could poison your child or pet. Avoid purchasing any plant labeled as Pineland or Gold Lantana that has multi-colored flowers.

[LEARN MORE >](#)



Flower



Height



Spread



Bloom Season
year-round



Flower Color
yellow



Wildlife
Value



THICK LEAF or SUCCULENT LEAF PETUNIA

Scientific Name: *Ruellia succulenta*

This is a beautiful native petunia that grows to about 8-20 inches tall and is only found in South Florida. Its short-lived but showy flowers bloom year around. Its leaves are food for the caterpillars of the malachite and common buckeye butterflies, if you are lucky enough to have those flying around. It self sows and can easily be propagated from seed, which birds eat. We'd love to see more of this growing here to replace the invasive Mexican petunia.

[LEARN MORE >](#)



Flower



Height



Spread



Bloom Season
year-round



Flower Color
blue
pink



Wildlife
Value



SEASHORE or KEYS AGERATUM

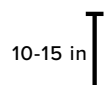
Scientific Name: *Ageratum maritimum*

Imagine: this is a gorgeous low-growing ground cover with beautiful lavender/purple/bluish flowers that attract bees and butterflies like Monarchs and Atalas to its nectar. Something is clearly wrong in a world where such a lovely species is listed as endangered by the state of Florida, which is an additional reason to invite it into your garden. Over time, it will fill and spread through runners. You will be very happy to have it.

[LEARN MORE >](#)



Flower



Height



Spread



Bloom Season
year-round



Flower Color
lavender



Wildlife
Value

See additional plant species in Purple, Pink, Blue and Yellow on page 14.

PLANTING TIPS



BEFORE PLANTING

Determine amount of sun planting area receives. This guide features plants that ideally get a daily minimum of 3-4 hours of sun. Bear in mind that the sun moves over the course of the year.

Check soil moisture. These plants are suited for dry conditions and will not thrive in a low-lying area that is frequently flooded.

If you are creating a planting bed, you can draw the shape out with a hose or powdered chalk. At least two weeks before planting, remove sod by outlining planting area, and cutting the grass very short with a weed wacker, leaving the cut grass in place. Add a thick layer of newspaper, followed by a layer of cardboard, and top with 3-4 inches of mulch. This method is called “sheet” or “lasagna” gardening and will create compost and kill underlying grass but leave beneficial soil organisms. After a couple of weeks, you can begin planting. **DO NOT USE CHEMICAL HERBICIDES TO KILL THE SOD.**

If you are adding plants to an existing landscape, ensure the intended area has the right conditions and space to accommodate the new plant or plants.

PLANTING

Lay out the plants in the prepared bed, noting the height and spread in the plant species list. The tallest plants should be placed in the middle or in the back if against a wall, and the shortest plants in the front to create layers.

Check notes in plant species list for specific planting instructions.

Holes can be dug using a sharp shovel or post hole digger. The holes should be a little wider than the pot and at the same depth. This ensures that the plant sits at the same level in relation to the top of the soil when planted in the ground.

Except for where the notes indicate otherwise, soil amendments such as organic compost can be added when planting. **DO NOT USE CHEMICAL FERTILIZER.**

AFTER PLANTING

Water plants thoroughly as soon as they are in the ground, and every morning and, if very hot and dry, every evening for the first week. For the next three weeks, water every other day or when the leaves look droopy.

Native plants are very resilient. If they don't thrive where you planted them, try digging them up and planting them elsewhere in your garden.

Happy Planting!



GARDEN SIGN

Take your commitment to conserving nature and connecting with neighbors one step further by displaying Bound by Beauty's sign in your garden. Designed in collaboration with local artist **Melanie Oliva**, this beautiful sign is a way to celebrate nature and inspire others to transform their own gardens into biodiverse sanctuaries filled with the beauty of birdsong and butterflies.

To purchase a sign, you must commit to honor Bound by Beauty's Garden Sign Pledge, ensuring that your garden is free of toxic chemicals and filled with native plants for wildlife, and that you will share seeds, seedlings, and cuttings from these plants with others. Through your actions you support our mission to Connect, Educate, Transform, and Replicate and help us create beautiful and resilient communities filled with hope and promise for the future.

Thank you!

SIGN THE PLEDGE TODAY



Visit **Bound by Beauty** to learn what more you can do to create a more beautiful and resilient garden and community.

Share your garden signs with us! **#bbbgardensign**

ADDITIONAL PLANTS

for your Wildlife Garden



In addition to the plants listed in the Wildlife Garden visions, you might consider adding even more color! Just click on the plant species below to learn more.

PLANT SPECIES FOR WILDLIFE GARDEN in white

Beach Clustervine (*Jacquemontia reclinata*)

White Tropical Sage, a cultivar of Scarlet Sage (*Salvia coccinea*) rarely available commercially: look for it in a friend's or neighbor's garden.

PLANT SPECIES FOR WILDLIFE GARDEN in red, yellow, and orange

Silkgrass (*Pityopsis graminifolia*)

Yellowtop (*Flaveria linearis*)

Partridge Pea (*Chamaecrista fasciculata*)

Sea Oxeye Daisy (*Borrchia frutescens*)

PLANT SPECIES FOR WILDLIFE GARDEN in purple, pink, blue, and yellow

Native Blue Porterweed (*Stachytarpheta jamaicensis*)

Privet Senna (*Senna ligustrina*) could replace the Woolly Teabush if you are afraid it would take up too much space.

Beach Verbena (*Glandularia maritima*)

Pineland Heliotrope (*Heliotropium polyphyllum*)

Pink cultivar of Tropical Sage (*Salvia coccinea*)
Rarely available commercially: look for it in a friend's or neighbor's garden.

USEFUL LINKS and information



To learn more about a particular topic simply click the links below.

INFORMATION ON NATIVE PLANTS

Florida Native Plant Society
Institute for Regional Conservation

RECOMMENDED NURSERIES THAT CARRY NATIVES or google native nurseries in your area

Silent Native Nursery (open to the public first weekend of the month, contact Steve Woodmansee for plant list at steve@pronative.com)

Richard Lyons Nursery

Jesse Durko's Nursery

Alexander's Landscaping and Plant Farm

Connect to Protect Network (CTPN) at Fairchild Tropical Botanic Garden offers pine rockland plant species to members. It is free to join.

FOR A HEALTHY GARDEN

Plant Propagation

South Florida Gardening – Making your own Natural Pest Deterrents

Composting



RECOMMENDED READING

Tallamy, Douglas W. Nature's Best Hope: A New Approach to Conservation That Starts in Your Yard.
Portland, OR, Timber Press, 2019.

Tallamy, Douglas W. Bringing Nature Home: How You Can Sustain Wildlife with Native Plants.
Portland, OR, Timber Press Inc., 2007.

Reed, Sue and Stibolt, Ginny. Climate-Wise Landscaping: Practical Actions for a Sustainable Future.
Gabriola Island, BC, Canada, New Society Publishers, 2018.

Stibolt, Ginny and Shropshire, Marjorie. A Step-by-Step Guide to a Florida Native Yard.
Gainesville, FL, University Press of Florida, 2018.

Stibolt, Ginny. The Art of Maintaining a Florida Native Landscape.
Gainesville, FL. University Press of Florida, 2015.



THANK YOU
to the following people



Zoe Roane-Hopkins of **Lawn Gone Native**, whose honors thesis for her major in landscape architecture inspired this project.

Watercolor artist **Kim Heise** is passionate about protecting the native habitats and ecosystems of Florida. She is particularly interested in doing work that aids in the conservation of our Florida species. Her artwork brings the magic of South Florida's nature to life.



And **Kate Parks** of **Parks Personas LLC**, runs an independent studio that focuses on brand development, design and big picture thinking. She aims to create designs that get people curious, engaged and active in our world.



BOUND BY BEAUTY



The Problem with Feeding Ducks



No crackers for quackers -- help keep waterfowl healthy and wild!

Heading to the park to feed the ducks is a very old and popular family pastime; it's a fun, free activity and a great way for parents and children to see and appreciate wildlife and nature.

What many people don't realize is that bread, rolls, chips, and other human "snack food" items do not offer the proper nutrition that ducks and geese need -- and that the act of feeding a diet heavy in breads and other empty carbohydrates can lead to severe health consequences and a variety of other problems.

Nutritional Consequences

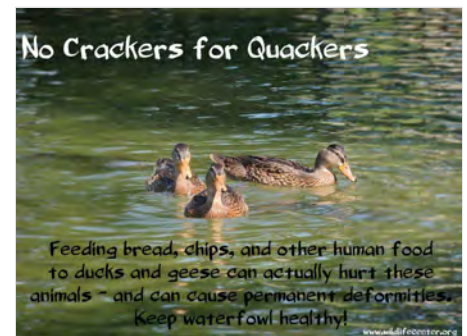
</sites/default/files/pictures/Don%27t%20feed%20the%20Ducks%21.jpg> Wild ducks and geese feed on a variety of grains and grasses, aquatic plants, and invertebrates, all naturally found in the wild. When eaten in combination, these foods are nutritionally balanced and provide everything a wild duck or goose needs to survive.

In contrast, foods commonly fed to waterfowl in public parks, such as bread, crackers, popcorn, and corn, are typically low in protein and essential nutrients and minerals (such as calcium and phosphorus). While a single feeding of these "junk foods" may not harm waterfowl, it adds up! If everyone visiting a park "only" gives a few pieces of bread or crackers to ducks and geese, it quickly becomes the bulk of what wild waterfowl consume, and results in a variety of nutritional disorders.

Waterfowl in public parks are often admitted to wildlife rehabilitation centers with metabolic bone disease (MBD). Birds with MBD have incredibly soft bones and joints that are often malformed and fractured; these injuries are caused by an overall calcium deficiency in the body, which is linked to an inappropriate diet. Calcium also plays a crucial role in the formation of eggs/offspring, clotting ability, cardiovascular and neuromuscular function, and a variety of other metabolic activities. Birds with MBD are often so malformed they cannot fly and become dependent on handouts, completing a vicious cycle. Affected birds are typically too weak to compete for food and defend themselves and are often the victims of aggressive attacks by other ducks and geese.

Another common issue with ducks and geese in public parks is "angel wing" -- a condition where the ends of an affected bird's flight feathers are twisted upward. "Angel wing" occurs when ducks and geese grow abnormally quickly; the affected birds' joints don't fully form as the wing and feathers develop and the weight of the growing feathers rotates the tip of the bird's wing. If caught in initial stages, waterfowl suffering from this condition may be treated with splints to guide bone growth in the correct position. Although there are several theories regarding the causes of "angel wing", some studies suggest that diets high in protein may be to blame. Well-meaning citizens feeding commercial duck, chicken, or turkey feed to avoid the "junk food" may be unintentionally creating this disorder.

One more problem with bread products is that this type of food expands in water -- and the stomach -- which gives ducks and geese an artificial feeling that they are full. As a result, these birds may not feel motivated to continue foraging on natural foods of higher nutritional value.



Overcrowding & Disease

In the wild, a particular lake or pond habitat can sustain a certain number of ducks and/or geese – there is a maximum number of individuals that can successfully reside there indefinitely, with enough food, water, and shelter. This “carrying capacity” of the habitat can be artificially increased when supplemental food is added.

While extra food may appear to be a good thing, it may lead to an expanded waterfowl population beyond the carrying capacity of the habitat. Without increasing space and other resources, ducks and geese can become stressed and overcrowded. Increased numbers of animals leads to increased competition for food; weaker birds in these environments often sustain severe injuries from more dominant birds. During the spring breeding season, gangs of male ducks physically attack each other to get access to female ducks. This not only leads to plucked featherless areas and skin lacerations, but females often drown as they cannot escape the driven males. Females that manage to escape the male ducks often nest up to a mile away from the water. This abnormal nesting behavior may put them at risk of urban predators, vehicle collisions, and perils not associated with nesting in natural areas.

Overcrowded habitats also are prime territories for disease outbreaks; there have been numerous outbreaks of botulism, avian cholera, duck plague (duck enteritis virus), and aspergillosis (fungal infection) in city duck ponds where supplemental feeding is a regular activity. The intense competition for poor quality food combined with other stressful interactions often cause the ducks and geese to have suppressed immune systems, which reduces their ability to resist infection.

For areas with high volumes of supplemental feeding, it's also quite common for the unconsumed, leftover food to attract scavengers, including raccoons, opossums, and rats. Dense populations of these scavengers bring the potential for further disease outbreak, including zoonotic diseases that are transmissible to humans.

Habitat Degradation

[/sites/default/files/current-patients-](/sites/default/files/current-patients-photos/Birds/swimming%20ducks%20at%20Gypsy%20Hill%20Park%20%288%29.jpg)

[photos/Birds/swimming%20ducks%20at%20Gypsy%20Hill%20Park%20%288%29.jpg](/sites/default/files/current-patients-photos/Birds/swimming%20ducks%20at%20Gypsy%20Hill%20Park%20%288%29.jpg)). There are also environmental issues related to artificially increasing the number of ducks and geese in a given area. Large numbers of waterfowl in a small area can seriously impact the surrounding environment.

Feces generated by overcrowded waterfowl result in increased deposition of carbon, phosphorus, and nitrogen in the water and surrounding grasslands. The addition of these nutrients to water (a process known as eutrophication) promotes excessive algae growth, leading to decreased oxygen levels, foul-smelling green and cloudy water, fish kills, and an overall decrease in water quality. Some common algae species (blue-green algae) even produce toxins associated with illness in wildlife, humans, and pets.

Certain species of waterfowl may also be destructive to the environment, due to their natural foraging strategies. Canada geese graze on grass and other low-growing plants and, when in large flocks, often destroy lawns and gardens surrounding city ponds. If these birds cannot find enough food, they often migrate short distances to golf courses, sports fields, and other grassy public areas yet still use the public park as a “home base”. Increased waterfowl populations can also lead to erosion of shorelines and a general negative public opinion of ducks and geese.

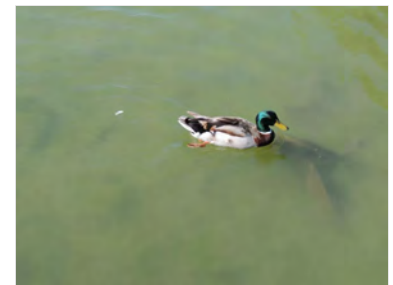
Habituation

[/sites/default/files/current-patients-](/sites/default/files/current-patients-photos/Birds/swimming%20ducks%20at%20Gypsy%20Hill%20Park%20%282%29.jpg)

[photos/Birds/swimming%20ducks%20at%20Gypsy%20Hill%20Park%20%282%29.jpg](/sites/default/files/current-patients-photos/Birds/swimming%20ducks%20at%20Gypsy%20Hill%20Park%20%282%29.jpg)). In the wild, a healthy fear of humans and other potential predators allows ducks and geese to survive and reproduce. In public settings where waterfowl are fed artificial diets, these birds often lose this fear and are more likely to be consumed by predators (feral cats, dogs, foxes, raccoons, etc). Urban waterfowl may also be more likely to be hit by vehicles, entangled in litter, and maliciously harmed by humans. Habituated geese can pose a significant public health threat at certain times of the year if they are defending a nesting female or a brood of goslings. These habituated geese have the ability to seriously hurt humans, particularly children.

What You Can Do

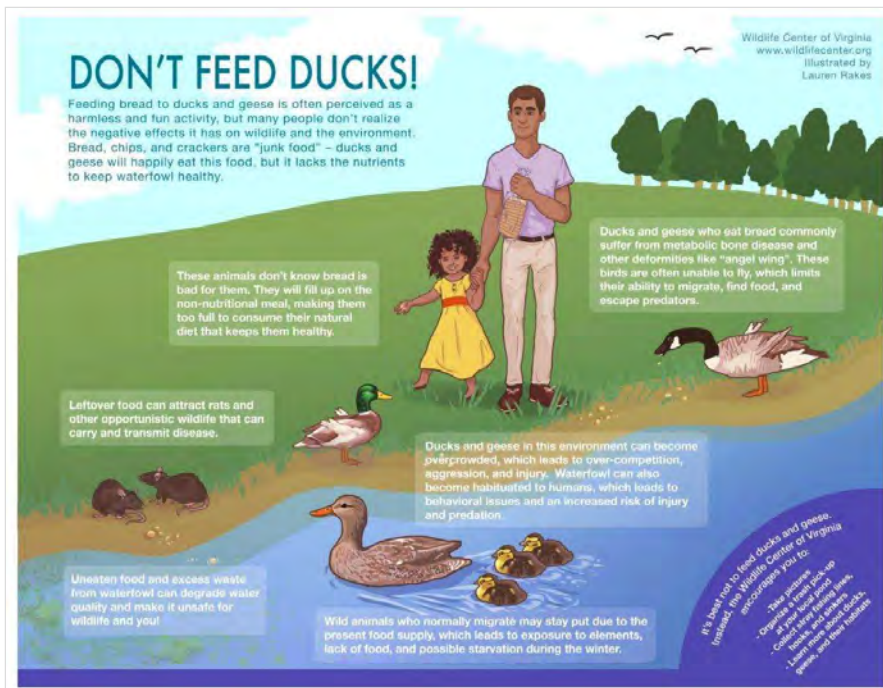
Allowing ducks and geese to find their own wild, nutritionally balanced diet is best – for the health of waterfowl and the surrounding environment.



For those who would like to slowly stop feeding waterfowl: the least problematic foods mimic the waterfowl's natural diet – greens and insects. Chopped up greens [kale, collards, dandelions (only from pesticide-free yards)] are more nutritious than any junk food, including corn. Ducks and geese eat insects too -- so a special treat of mealworms or freeze-dried crickets would also likely be enjoyed! But the bottom line is that wild ducks and geese should be able to find plenty of food on their own – so if you can resist the temptation to feed, simply pack your binoculars and camera and enjoy watching the birds.

Instead of feeding ducks and geese:

- Organize a trash pick-up at your local park.
- Collect stray fishing hooks, lines, and sinkers.
- Learn more about native ducks and geese and their natural history.
- Spread the word! Share this information with others. If your local park has a problem with feeding, contact your parks and recreation office and work together to put up educational signs. We're happy to share a high-resolution version of the infographic below.



(/sites/default/files/memes/feedingduckinfo.jpg)

About the Center
 News and Events
 Education and Outreach
 Training Opportunities
 Support the Center
 Critter Corner
 Help and Advice

Our Location
1800 South Delphine Ave
Waynesboro, VA 22980
 Mailing address:
 PO Box 1557
 Waynesboro, VA 22980

Contact
 (540) 942-9453
wildlife@wildlifecenter.org
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Birdfeeders, while popular among homeowners, can have downsides for wildlife. But are those issues outweighed by their benefits?

PHOTOGRAPH BY JOEL SARTORE, NAT GEO IMAGE COLLECTION

ANIMALS | EXPLAINER

Why you shouldn't feed wild animals (except maybe birds)

Many people draw wildlife into their backyards by putting out birdseed, saltlicks, and other food sources, but experts say doing so can lead to trouble.

BY JASON BITTEL



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Whether it's a birdfeeder on an apartment

terrace or a corn feeder for backyard deer, many people enjoy attracting wildlife with the offer of food.

But experts say doing so can have dangerous consequences for both animals and humans.

Feeding sites bring many different kinds of animals into the same small area, which can turn into a hotbed for disease transmission and parasites, says [Jeannine Fleegle](#), a wildlife biologist for the Pennsylvania State Game Commission.

For instance, scientists suspect a fatal disease affecting deer known as [Chronic Wasting Disease](#) is spread by exposure to urine, saliva, and feces—all of which get mixed together when animals congregate at feeders.

“Feed used to attract deer will draw turkeys, squirrels, racoons, opossums, rodents, skunks, and foxes, directly or indirectly,” says Fleegle. “And just as feed sites increase risk of disease exposure and transmission in deer and elk, these sites will do the same for these species.”



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DON'T FEED THE BEARS

Canine distemper, parvovirus, leptospirosis, Baylisascaris, and avian pox are all diseases or parasites that can be spread at feeding sites.

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Homes don't sell themselves (even in 2021).

Find an agent who is relentless in finding the right buyer for you.

“Feeding wildlife is generally a bad idea, no matter what the species or where you are,” says Fleegle.

Wild animals are not pets

Anyone who has ever seen a raccoon nibbling on some peanut butter knows the animals can look every bit as cute and cuddly as a family pet. But all wild animals, even the small ones, are capable of inflicting harm.

In fact, food-seeking squirrels bite more people than any other animal in Grand Canyon National Park. (Related: “How to stay safe around wild animals”)

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This can make them more likely to get hit by cars, get into altercations with children or pets, and ultimately, have to be put down by wildlife managers.

This is why experts often say, “A fed bear is a dead bear.” ([Here's why feeding bears is worse than you think.](#))

Junk food

Nutrition is another important factor to consider when deciding whether or not to feed wildlife.

Animals will often make use of a reliable or easy food source even if it isn't one that suits their nutritional needs. For instance, feeding deer a lot of corn can disrupt the natural balance of acid in the animals' stomachs and lead to a condition called lactic acidosis, or grain overload.

“This condition has been documented as a cause of death in both deer and elk in Pennsylvania,” says Fleegle.

Feeding can also alter the ways animals move throughout a landscape, affecting distribution patterns. More animals in one spot can also

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While it may seem like common sense not to feed a grizzly or an alligator, the question of whether to feed backyard birds is a bit trickier. Especially since food put out for birds can also attract many other creatures.

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Just like any other kind of food station, birdfeeders can be culprits in spreading of disease, says [Kate Plummer](#), a research ecologist at the British Trust for Ornithology. Especially if they aren't kept clean.



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City of Miami Springs, Florida

The Miami Springs City Council held a **REGULAR MEETING** in the Council Chambers at City Hall on Monday, December 13, 2010, at 7:00 p.m.

1. Call to Order/Roll Call

The meeting was called to order at 7:02 p.m.

The following were present:

Mayor Billy Bain
Vice Mayor Jennifer Ator
Councilman Bob Best
Councilman Dan Espino
Councilman George V. Lob

Also Present:

City Manager James R. Borgmann
Assistant City Manager Ronald K. Gorland
City Attorney Jan K. Seiden
Chief of Police Peter G. Baan
Finance Director William Alonso
Golf Director Michael W. Aldridge
Recreation Director Omar L. Luna
City Planner Richard E. Ventura
City Clerk Magali Valls

2. Invocation: Councilman Best offered the invocation.

Salute to the Flag: The audience participated.

(Presentation under Agenda Item 3A took place after Open Forum at 7:24 p.m.)

3. Awards & Presentations:

3A) Certificate of Sincere Appreciation to Deloris Walker in Recognition of 27 Years of Dedicated Service to the City

City Manager Borgmann stated that it is unfortunate the City is losing many long-time employees, including Deloris Walker who always had a smiling face at the window in the Finance Department.

On behalf of Mayor Bain, the City Manager presented Deloris with a Certificate of Sincere Appreciation in recognition of twenty-seven years of dedicated service from October 1, 1983 to December 31, 2010.

Finance Director William Alonso stated that Deloris had been an integral part of the Finance Department who will be dearly missed. He said that she deserves her retirement and to spend time with her grandkids. He extended a token of appreciation from the Finance Department for her years of service and thanked her for her years of hard work.

Deloris Walker thanked everyone and said that she met many great people during her employment with the City who gave her encouragement through difficult times. She will miss everyone who was so dear to her, including Finance Director Alonso, City Manager Borgmann, Assistant City Manager Gorland, City Attorney Seiden, City Clerk Magali Valls, and the Mayor and Council who are doing a great job. She introduced her daughter and friends who were present.

3B) Proclamation – “Robert ‘Bob’ Calvert Day”

Councilman Best, on behalf of Mayor Bain proclaimed December 13, 2010 to be “Robert ‘Bob’ Calvert Day”.

Bob Calvert recognized his late parents, especially his father who taught him well. He thanked his wife Rhonda and encouraged the youth and residents to have faith in God, their country and the City of Miami Springs.

3C) Certificate of Sincere Appreciation to Lisa Martinez who was Instrumental in Implementing the Education Compact

Lisa Martinez was unable to attend and the presentation will be re-scheduled.

3D) Introduction of Newly Promoted Sergeant Danny Kelly

Chief of Police Peter G. Baan introduced recently promoted Sergeant Danny Kelly.

Sergeant Kelly said that he is truly honored to serve as a Police Officer and he will continue to do a good job with a good attitude and spirit. He introduced his wife and family who were present.

4. Open Forum:

Roof Ordinance

Todd Stiff of 1255 Dove Avenue stated that his first opinion about the proposed ordinance to allow shingle roofs was favorable in light of the difficult economic times. After thinking about the provision for the two-year sunset period, he would not want people to take advantage of this window that could lower the standards that have been set for the City. He urged Council to consider the far reaching implications of their actions that they might take.

City Personnel

Ernie Aloma of 258 Pinecrest Drive stated that his interaction with the City personnel had been very positive, especially with the Building and Recreation Department Staff who have been very helpful.

Duck Eradication

Bob Schwinger of 630 Cardinal Street said that there should be a duck eradication or containment program in the City. The area between Plover and Cardinal Street has been overtaken by ducks that are quickly multiplying; they are dirty and contributing to the erosion of the canal banks.

“Adopt a Park” Program

Bob Schwinger of Schwinger Realty, 8 Canal Street, suggested that the City should have an “Adopt a Park” program to help the City keep the parks nice and provide new amenities. He would like to adopt George Washington Park on Westward Drive in front of the Library.

Agenda Item 10K

Bob Schwinger said that the City just hired a consulting firm to help with Downtown, Westward Drive and the Circle area, as well as N. W. 36th Street. He would not want future changes to Westward Drive to have to be voted upon by the electors because Council was elected to make decisions that are in the best interest of the City.

5. Approval of Council Minutes: (simultaneously approved)

5A) 11/22/2010 – Regular Meeting

Minutes of the November 22, 2010 Regular Meeting were approved as written.

Councilman Best moved the item. Councilman Lob seconded the motion, which carried 5-0 on roll call vote.

5B) 11/30/2010 – Special Meeting

Minutes of the November 30, 2010 Special Meeting were approved as written.

Councilman Best moved the item. Councilman Lob seconded the motion, which carried 5-0 on roll call vote.

6. Reports from Boards & Commissions:

6A) 11/04/2010 – General Employees Retirement System – Minutes

Minutes of the November 4, 2010 General Employees Retirement System meeting were received for information without comment.

6B) 11/04/2010 – Police and Firefighters Retirement System – Minutes

Minutes of the November 4, 2010 Police and Firefighters Retirement System meeting were received for information without comment.

6C) 11/16/2010 – Education Advisory Board – Minutes

Minutes of the November 16, 2010 Education Advisory Board meeting were received for information without comment.

6D) 11/18/2010 – Historic Preservation Board – Minutes

Minutes of the November 18, 2010 Historic Preservation Board meeting were received for information without comment.

6E) 11/23/2010 – Ecology Board – Cancellation Notice

Cancellation Notice of the November 23, 2010 Ecology Board meeting was received for information without comment.

6F) 11/25/2010 – Code Review Board – Cancellation Notice

Cancellation Notice of the November 25, 2010 Code Review Board meeting was received for information without comment.

6G) 12/01/2010 – Architectural Review Board – Minutes

Minutes of the December 1, 2010 Architectural Review Board meeting were received for information without comment.

6H) 12/07/2010 – Code Enforcement Board – Cancellation Notice

Cancellation Notice of the December 7, 2010 Code Enforcement Board meeting was received for information without comment.

6I) 12/09/2010 – Board of Parks and Parkways – Cancellation Notice

Cancellation Notice of the December 9, 2010 Board of Parks and Parkways meeting was received for information without comment.

6J) 12/16/2010 – Historic Preservation Board – Cancellation Notice

Cancellation Notice of the December 16, 2010 Historic Preservation Board meeting was received for information without comment.

6K) 12/23/2010 – Code Review Board – Cancellation Notice

Cancellation Notice of the December 23, 2010 Code Review Board meeting was received for information without comment.

6L) 12/06/2010 – Zoning and Planning Board – Cancellation Notice

Cancellation Notice of the December 6, 2010 Zoning and Planning Board meeting was received for information without comment.

6M) 12/14/2010 – Recreation Commission – Cancellation Notice

Cancellation Notice of the December 14, 2010 Recreation Commission meeting was received for information without comment.

6N) 12/06/2010 – Board of Adjustment – Approval of Actions Taken at their Meeting of December 6, 2010 Subject to the 10-day Appeal Period

Actions taken by the Board of Adjustment at their meeting of December 6, 2010 were **approved** subject to the 10-day appeal period.

Councilman Espino moved to approve the actions of the Board of Adjustment. Councilman Best seconded the motion, which carried 5-0 on roll call vote.

City Attorney Jan K. Seiden referred to the Historic Preservation Board minutes. He stated that the Board is not going in the direction suggested by Council. The Board talked about changing the memorandum that he wrote, which should be Council's decision. He suggested that this could be considered as an agenda item for a future Council meeting.

City Attorney Seiden said that Board member Shonberger is proposing a letter to the property owner, which may or may not be acceptable to Council.

Mayor Bain asked the Administration to schedule an agenda item for the January 10, 2010 Regular Meeting.

7. Public Hearings:

7A) Second Reading – Ordinance No. 1001-2010 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 54-06, Tree Removal Standards, by Limiting the Exemptions Provided by that Section to Mango and Avocado Trees; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date (First Reading: 11/22/2010 – Advertised: 11/24/2010)

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that this is the second reading and public hearing; there have been no changes to the proposed ordinance since the first reading, which limits the fruit tree exemption to mango and avocado.

Mayor Bain opened the public hearing to those persons wishing to speak. There were no speakers, and the public hearing was closed.

Vice Mayor Ator moved to adopt Ordinance 1001-2010. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

7B) Second Reading – Ordinance No. 1003-2010 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 151-04, Application for Building Permits, by Updating and Clarifying the Provisions Thereof in Accordance with the Provisions of the 2007 Florida Building Code; Repealing All Ordinances or Parts of Ordinances in Conflict; Effective Date (First Reading: 11/22/2010 – Advertised: 11/24/2010)

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that there had been no changes to the proposed ordinance since the first reading. This is simply a notification ordinance that provides information to the public as to when a permit is required for different jobs.

Mayor Bain opened the public hearing to those persons wishing to speak. There were no speakers, and the public hearing was closed.

Councilman Best moved to adopt the ordinance. Vice Mayor Ator seconded the motion which was carried 4-1 on roll call vote with Mayor Bain casting the dissenting vote.

7C) Second Reading – Ordinance No. 1004-2010 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 34-15, Holidays and Compensatory Leave, by Revising, Clarifying and Expanding the Provisions Related to “Floating Holidays”; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date (First Reading: 11/22/2010 – Advertised: 11/24/2010)

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that this is the second reading and public hearing. There were no changes to the proposed ordinance since the first reading. The ordinance clarifies and updates the accrual, vesting and use of floating holidays.

Mayor Bain opened the public hearing to those persons wishing to speak. There were no speakers, and the public hearing was closed.

Councilman Best moved to adopt the ordinance. Councilman Lob seconded the motion, which was carried 5-0 on roll call vote.

7D) Second Reading – Ordinance No. 1006-2010 – An Ordinance of the City Council of the City of Miami Springs Repealing Code of Ordinance Section 34-21, Retirement, and Reserving the Section for Future Retirement Related Legislation; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date (First Reading: 11/22/2010 – Advertised: 11/24/2010)

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that there were no changes to the proposed ordinance since the first reading, which basically eliminates an antiquated Code provision that is not permitted by Federal law.

Mayor Bain opened the public hearing to those persons wishing to speak. There were no speakers, and the public hearing was closed.

Councilman Lob moved to adopt Ordinance 1006-2010. Vice Mayor Ator seconded the motion which was carried 5-0 on roll call vote.

8. Consent Agenda: (simultaneously approved)

8A) Approval of the City Attorney's Invoice for November 2010 in the Amount of \$11,886.75

City Manager Borgmann read the titles of the Consent Agenda items.

Vice Mayor Ator moved the consent agenda. Councilman Espino seconded the motion which was carried 5-0 on roll call vote.

8B) Recommendation that Council Approve an Expenditure of \$18,114.70, to Miguel Lopez, Jr. Inc., Utilizing Cooper City Bid # 2010-5, as Provided in Section 31.11 (E) (5) of the City Code, for the Paving of Nahkoda Drive from North Royal Poinciana Boulevard to Canal Street for Bus Bay Installation, Utilizing CITT Funds.

There was no discussion regarding this item.

Vice Mayor Ator moved the consent agenda. Councilman Espino seconded the motion which was carried 5-0 on roll call vote.

8C) Recommendation that Council Award a Bid for Labor Services to Greens Grade Services, Utilizing City of Coral Gables IFB # 2007.10.22, in the Amount Not to Exceed \$340,000, Pursuant to Section 31.11 (E) (5) of the City Code

City Manager Borgmann explained that this service was put out to bid; there was a mandatory pre-bid meeting and Greens Grade was the only company that attended. The City has utilized their services for the past two years and Staff recommends approval.

Vice Mayor Ator moved the consent agenda. Councilman Espino seconded the motion which was carried 5-0 on roll call vote.

City Attorney Seiden clarified that the back-up memorandum indicates that nine potential companies were notified.

9. Old Business:

9A) Appointments to Advisory Boards by the Mayor and Council Members

Councilman Lob (Group III) **re-appointed** Juan A. Calvo to the Architectural Review Board for a full 2-year term ending on October 31, 2012.

Mayor Bain confirmed the **re-appointment** of Jorge Santín to the Recreation Commission for an unexpired term ending on April 30, 2013.

The Mayor explained that he spoke with Mr. Santín who is excited and is looking forward to working on the “Wall of Fame”. He added that Little League President Tim Cox will submit the criteria used by the Little League.

9B) Appointments to the Revitalization and Redevelopment Ad-Hoc Committee

Councilman Lob (Group III) **appointed** Laz Martínez.

Vice Mayor Ator (Group IV) **appointed** Todd Stiff.

Mayor Bain **appointed** Wade Smith.

9C) Request from Lily Saborit-Abello for \$8,300 to Pay for Police Services and Talent for a January 1, 2011 Event on the Circle

City Manager Borgmann stated that he met with Lily Saborit-Abello regarding an entertainment event on the Circle on Saturday, January 1, 2011. Council gave consensus at the Special Meeting on November 30th for him to continue planning this event with Lily with the associated cost. She is here to present her plan and explain the request for \$8,300.00, which includes \$800.00 for police services.

Lily Saborit-Abello of 117 Palmetto Drive said that she is planning another event in Downtown Miami Springs that is scheduled for Saturday, January 1st. She has six musical performers and two poets and so far they have a line-up to perform music for five hours on the Circle with a goal of bringing people Downtown to enjoy the gazebo, the businesses and the weather.

Ms. Saborit-Abello explained that she would like final approval and direction that Council is okay with the finances before she begins marketing and printing material. She spoke with some of the businesses and received a tentative confirmation from one that they will be open during the event.

Councilman Best moved the item not to exceed \$8,300. Vice Mayor Ator seconded the motion, which carried 5-0 on roll call vote.

9D) First Reading – Ordinances Amending Section 150-010:

9D1) Second First Reading – Ordinance No. 1002-2010 – Amending Code of Ordinance Section 150-010, Roof Materials, Requirements, and Re-Roofs, by Permitting the Use of Florida Building Code and Miami-Dade County N.O.A. Approved Asphalt Shingles for New Roofs and Re-Roofs for a Two-Year Sunset Period; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date (Tabled: 11/22/2010)

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that based upon comments that were made he created a second version of the exact same ordinance that provides a reverter provision in the event the use of asphalt shingles is allowed to sunset after the two-year period. He explained that Council could extend the sunset provision or they could make it permanent, if not, it would go back to the original ordinance requiring tile roofs.

The reverter provision in the alternative ordinance would apply to new shingle roofs or re-roofs that were constructed during that sunset period. The reverter states that the roofs must go back to tile the next time the house needs a roof, so long as no action had been taken on the sunset provision and so long as the original roof was constructed in a manner which would permit the installation of a cement or clay tile roof. He read the provision as follows:

“Any cement or clay tile roofs replaced with approved asphalt shingles during the aforesaid two year sunset period shall be required to use only cement or clay tile, when its next re-roofing becomes necessary, if the additional material usage provisions of subsection (C) and (G) above are permitted to sunset without the enactment of a further extension provision or the securing of permanent approval for the use of asphalt shingles. Additionally, any new construction installing asphalt shingle roofs during this “sunset” period shall likewise be required to use only cement or clay tiles, when re-roofing becomes necessary, should the sunset provisions of subsection (C) and (G) above not be further extended or be granted permanent approval, so long as the roof of any such structure has been originally constructed in a manner which will permit the installation of a cement or clay tile roof.”

City Attorney Seiden checked with the Building Department and was told that unless a roof is built only to maintain shingles it can generally maintain any roof material. The two ordinances basically provide the sunset provision; the only difference is the reverter provision.

Mayor Bain stated that he would support the first ordinance with the two year sunset provision because any roof replaced during that time would not need to be replaced for another ten or fifteen years.

Councilman Espino explained that the problem is that once a roof goes from tile to shingles during the sunset provision, it could be shingle forever without the reverter provision. The goal was to create an accommodation during these financially difficult times. The second ordinance is tailored because it allows the conversion from tile to shingles but when it is time to re-roof it automatically reverts back to the way the original ordinance was written. He would support the second ordinance as a precautionary measure.

Vice Mayor Ator said that the second ordinance is an effort to make everyone happy and come to a consensus. It was mentioned that new homes may be built during the sunset period and instead of constructing a tile roof as normally required they would be allowed a shingle roof that would continue to be allowed forever. She does not like this provision, and many residents are upset because they feel that the community is based upon having tile roofs. She would support the ordinance with the reverter provision.

Councilman Best pointed out that when a new Council is elected they could re-legislate based upon their opinions. As of now, the opportunity for someone to fix their roof should be afforded to them during these difficult economic times. He is not certain that a reverter provision is necessary and he would like to adopt the first ordinance, even though he is not that satisfied with the sunset provision, but he will support it in order for it to pass.

Councilman Lob did not see the need for a reverter clause. He spoke with people in the housing industry and was told that there would not be much difference in the sale price of the home. He would support the first ordinance as proposed.

(Agenda Item 9D2 was voted on at this time)

Mayor Bain commented that he voted against approving the second ordinance to kill it right now so that Council could vote on the first ordinance. He understands that Council receives calls from their constituents that are either for or against an issue. There are currently existing homes with shingle roofs that are allowed to re-roof with the same material. The first ordinance will allow shingle roofs for the next two years and this might only affect twenty-five roofs at the most. As far as new construction, there are not that many vacant lots to build on.

Mayor Bain asked for a motion on Ordinance No. 1002-2010.

Councilman Best moved to approve the ordinance. Councilman Lob seconded the motion which was carried 3-2 on roll call vote, with Vice Mayor Ator and Councilman Espino casting the dissenting votes.

9D2) First Reading – Ordinance No. 1008-2011 – Amending Code of Ordinance Section 150-010, Roof Materials, Requirements, and Re-Roofs, By permitting the Use of Florida Building Code and Miami-Dade County N.O.A. Approved Asphalt Shingles for New Roofs and Re-Roofs for a Two-Year Sunset Period; Providing a Reverter Provision in the Event the Use of Asphalt Shingles is Allowed to Sunset; Repealing All Ordinances or Parts of Ordinances in Conflict; Effective Date

The ordinance was discussed as part of Agenda Item 9D1.

(The motion on 9D2 was taken before 9D1)

Vice Mayor Ator moved to approve Ordinance 1008-2011. Councilman Espino seconded the motion which failed 2-3 on roll call vote, with Mayor Bain, Councilman Best and Councilman Lob casting the dissenting votes.

9E) Second First Reading – Ordinance No. 1005-2010 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 34-19, Employee Compensation and Benefits, by Adding Provisions Governing the Granting, Accumulation and Use of Compensation (“Comp”) Time by Eligible and Entitled Employees; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date (Tabled: 11/22/2010)

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that this is the second first reading of the proposed ordinance that was brought back because Vice Mayor Ator had questioned whether any provisions were included that violated the Fair Labor Standards Act.

City Attorney Seiden confirmed with labor counsel that there is no problem with any of the provisions, in fact they mirror most systems as they operate and the most important provision is contained in the first section that permits employees to be part of the decision making process. This would codify the current policy and what has been done in the past.

City Attorney Seiden clarified for Vice Mayor Ator that the employee could also choose to receive overtime pay.

Councilman Lob moved to approve Ordinance 1005-2010. Councilman Best seconded the motion.

Vice Mayor Ator commented that she asked for an opinion from the labor counsel. Since she had some concerns, she pulled the statute and sent it to the City Attorney and he forwarded it to the labor attorney. The response back was simply that the provisions were sufficient, but she was still concerned so she spent one hour researching and found case law to support the ordinance.

Vice Mayor Ator stated for the record that she is extremely disappointed that the labor counsel responded with only a one line explanation, which is not a legal opinion. Her research gave her some comfort, although it is not perfect, because there are issues; she will rely on the labor attorney's opinion that the provisions are completely in line with the Fair Labor Standards Act.

City Attorney Seiden also did research and felt that the ordinance is in compliance.

Mayor Bain suggested voting on the ordinance for the first reading and any amendments could be made during the second reading. He added that the City Attorney and labor attorney are comfortable with the provisions.

Councilman Espino asked how much is paid out for comp time on a yearly basis.

Finance Director Alonso responded that comp time only deals with the general employees and the cost is minimal since there is limited overtime. The affected departments are normally Recreation or Public works depending on manpower needs.

Finance Director Alonso said that this would allow the employees to sell back the time to the City at the end of the year, similar to the provisions in the Police Department's collective bargaining agreement. This is a benefit to the City because the employees are paid at their current rate and if they were allowed to accumulate the time for more than one year they might be paid at a higher rate, which he is trying to limit.

To answer Vice Mayor Ator's question, Finance Director Alonso clarified that the time is sold back at straight time. For example if an employee works two hours overtime, the time is banked at three hours which is paid at the regular rate.

Finance Director Alonso explained that at the end of the year he has to set up an accrual and liability in the financial statements for the amount of comp time that is due. He said that he would rather have this cleared before the end of the year.

Councilman Espino commented that this is an issue in many municipalities and some have a policy that it must be used or it is lost, which eliminates the liability completely.

City Attorney Seiden stated that the employees have a vested right to the time and Council can set the guidelines for its use, but the time cannot be taken away. One of the biggest problems in other cities that he has dealt with over the years is the accumulation of employee time, which is hard to account for. The trend is to bank it and use it within a certain time period.

Vice Mayor Ator asked how much time is currently on the books.

Finance Director Alonso stated that he could provide the exact numbers when the ordinance is brought back for the second reading. He said that there are only two or three General Employees with significant comp time that they carry over.

City Attorney Seiden explained that it is never a good idea to have a policy unless it is codified by ordinance and that is what the Administration is doing.

The motion was carried 4-1 on roll call vote, with Vice Mayor Ator casting the dissenting vote.

10. New Business:

10A) Curtiss Mansion Inc.:

10A1) Report on the Status of Receipt of the Additional \$1,000,000 GOB Grant Funding

City Manager Borgmann **pulled** this item from the agenda.

10A2) Approval of Facility Agreement with Experience Aviation for Rental Space in the Curtiss Mansion

City Manager Borgmann **pulled** this item from the agenda.

10B) First Reading – Ordinance No. 1009-2011 – An Ordinance of the City Council of the City of Miami Springs Creating and Codifying Code of Ordinance Section 70-02, Red Light Camera Enforcement; By Electing to Locally Implement Florida Statute Section 316.008(7)(A); Authorizing the Implementation of Law of Florida 2010-80; Directing the Codification of this Ordinance; Providing For Severability; Repealing All Ordinances or Parts of Ordinances in Conflict; Effective Date

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that this is the first reading of an ordinance that authorizes the City to implement a red light camera system.

Councilman Lob moved to approve the ordinance. Vice Mayor Ator seconded the motion.

Vice Mayor Ator clarified that she supports the ordinance, but there is some confusion about the benefits and detriments of the cameras and the system. She said that the company could be asked if there is educational information for the public, which would be helpful.

City Manager Borgmann commented that the City had been contacted by other vendors that offer similar equipment and the Administration may consider going out for proposals before coming back with a recommendation to approve any company. The adoption of an ordinance will allow the enabling legislation so that an appropriate vendor could be selected in the future.

Mayor Bain said that some cameras might be more attractive and function better than others and this should be one consideration if the service goes out for bid.

City Attorney Seiden explained that in any bid or request for proposal the price is only one component and there is always the ability to choose a higher cost vendor based upon a number of criteria, including quality and performance.

Vice Mayor Ator reiterated that an education component should also be included in the proposal.

Councilman Best stated that in speaking with the public, there is a mixed reaction relative to the cameras. The ordinance does not address location, only the legislation. He noted that literature was received that indicated that the County does not plan to act on the cameras at the present time and part of the discussion was that the City should take action in order to beat the County in order to get the revenue.

City Manager Borgmann explained that the County's opinion is that if the road is located within a municipal boundary they will not install cameras within the municipality. However, the focus for Miami Springs is N. W. 36th Street and the City has the authority to go westbound, not eastbound. The County will have the prerogative to install the eastbound cameras.

The motion was carried 4-1 on roll call vote, with Mayor Bain casting the dissenting vote.

10C) Resolution No. 2010-3500 – A Resolution of the City Council of the City of Miami Springs Amending the Schedule of Charges and Fees for the Operation of the Miami Springs Golf and Country Club; Effective Date

City Attorney Jan K. Seiden read the resolution by title.

Golf Director Mike Aldridge confirmed that the rates would remain the same as last year, based on what other golf courses are charging.

Councilman Espino moved to adopt the resolution. Councilman Best seconded the motion which was carried 5-0 on roll call vote.

10D) Consideration of Recommendations from the Education Advisory Board

City Manager Borgmann stated that the November 16th Education Advisory Board minutes indicated that they made several recommendations to be considered by Council as follows:

1. Recommendation that the City Council designate the week of April 25, 2011 as “Miami Springs Civics Week”.
2. Recommendation that Council create a Youth Advisory Council with five members from grades six through twelve who are selected from an application process, and meet on a quarterly basis, for a one-year term, to advise the City Council on significant and pertinent matters relating to young people within the City.
3. Recommendation that Council direct the Administration to work with Principal Dovale and the Public Works Department to address the water accumulation in front of the hard court on Bluebird Avenue in the swale.

The City Manager explained that Chief of Police Baan mentioned that the County would be fixing the issue of the water accumulation at Springview and if they do not respond quickly enough, the City could step in and do something first.

Mayor Bain felt that the City should utilize the Citizen Independent Transportation Trust (CITT) funds for the purpose of fixing the water accumulation problem on Bluebird Avenue.

Vice Mayor Ator agreed with the Mayor’s suggestion to address the problem at Springview.

Councilman Espino stated that he would like Council to approve all three recommendations.

Mayor Bain explained that he would like more information in regard to the recommendation to create a Youth Advisory Council.

Vice Mayor Ator thought that the Chair of the Education Advisory Board was going to be present to answer questions.

Mayor Bain asked Council to table the first two recommendations and act on the third.

Vice Mayor Ator felt that Civics Week would relate directly to the Youth Advisory Council and the Education Advisory Board Chair could come to the next meeting to report on the specifics for both recommendations.

Councilman Best moved to approve paving (item 3), with CITT funds. Councilman Lob seconded the motion, which was carried unanimously on roll call vote.

By consensus, Council will discuss items 1 and 2 regarding Civics Week and the Youth Advisory Council at the January 10, 2011 Regular Meeting.

10E) Approval of Expenditure to Reserve Table for the 57th Annual Installation Gala on Saturday, February 19, 2011

City Manager Borgmann stated that every year the City is contacted by Miami-Dade County League of Cities in regard to their Annual Installation Gala, which is Saturday, February 19, 2011. They are asking the City to purchase a table of ten for \$1,300 and options are available to purchase an advertisement.

Councilman Espino commented that Council approved a half-page ad in the Florida League of Cities booklet, which received a lot of attention.

City Manager Borgmann presented the advertising options: \$750.00 for a color ½ page; \$600.00 for a color ¼ page; \$500.00 for a ½ page black/white and \$250.00 for a ¼ page black/white.

Mayor Bain stated that he would support the purchase of the table and a ¼ page black/white ad.

Councilman Espino moved to approve an expenditure of \$2,050, including \$750 for a ½ page color ad. Vice Mayor Ator seconded the motion, which carried 4-1 with Mayor Bain casting the dissenting vote.

10F) Report on Field Maintenance Schedule at Stafford Park

City Manager Borgmann stated that Council had asked for a maintenance schedule for the fields at a prior meeting and Parks and Recreation Director Omar Luna has been in close contact with Golf Superintendent Sandy Pell who is in charge of maintaining the fields.

Parks and Recreation Director Omar Luna stated that he provided a maintenance schedule as requested. In addition, research by two parties was conducted on the field who are recommending the installation of a fence to help the condition of the field. They said that it might not need new sod right away and to give it a chance to improve with the fence. At the present time there is good Bermuda grass that could improve with fertilization and seeding, but the most important factor is that the field needs six to eight weeks to rest.

To answer the Mayor's question, Mr. Luna said that there is a very small window during the summer that the field could be closed for six weeks, although it would depend on the Little League All Star games.

Mayor Bain explained that the complaints have been about compacting and leveling the sand when filling holes. He suggested that Mr. Luna should advise people involved in the various programs of his thoughts for the six to eight week time period for resting the field at Stafford Park.

Vice Mayor Ator asked if the recommendation was only for Stafford Park.

The Mayor confirmed that it is only for Stafford Park because Prince Field is closed for the month of December and is looking better already.

Mr. Luna clarified for the Mayor that an adult would supervise the parks during the evenings.

Vice Mayor Ator asked if the recommendation is to install a fence.

Mr. Luna said that the fence would help Stafford Park because the field is open and it is hard to control the use, especially on Sundays. The field could be enclosed with "No Trespassing" signs, including rental information and the number to call. He received a couple of quotes for fencing that are roughly \$30,000. There will still be an open area for light activities.

Mayor Bain felt that residents should be allowed to use the field if they show identification.

City Manager Borgmann explained that other fields are available, but Stafford Park is overused by soccer and other sports and its use should be controlled to preserve the quality of the turf.

Vice Mayor Ator received complaints about the field being wet and muddy after it rains.

Councilman Espino agreed that one of the fields is a swamp.

Mr. Luna said that the field would have to be re-graded so that the water percolates in certain low areas that flood. This would be part of the plan if the field is re-sodded.

To answer the Mayor's question, Mr. Luna said that the initial cost for synthetic covering would be \$700,000 to \$1MM depending on the subsoil. There might be grant funding available, but it is for a stadium or Optimist Football program and most are matching grants.

Mayor Bain suggested conducting research to determine if there are grants available.

Councilman Best commented that the south infield is low and grass would help to absorb the water. The pitcher's mound also needs serious attention, which should not cost a lot.

Mr. Luna assured Councilman Best that the mound would definitely be addressed.

Vice Mayor Ator also noticed the proposal for the bleachers and she would be interested to know about the sun shades.

Mr. Luna explained that the bleachers do not have a shade structure and he is interested in providing shade systems in the future, which is a safety issue due to skin cancer. The shade systems are expensive, but they are definitely part of the long-term plan.

Mayor Bain called for a 5-minute recess

10G) Item Pulled by the Administration

Agenda Item 10H was discussed after Agenda Item 10K

10H) Amendment No. 1 to Miami-Dade County's Interlocal Agreement for Public School Facility Planning; for Council Review and Consideration per Florida Statutes Chapter 163.31777

City Manager Borgmann stated that this is a consideration, by resolution, for amendment No. 1 to Miami-Dade County's Interlocal Agreement for Public School Facility Planning for Council review and consideration per Florida Statutes Chapter 163.31777.

City Planner Richard E. Ventura explained that this particular amendment is a follow-up to the Interlocal Agreement that was presented to Council at the December 10, 2007 meeting. The major goal is to ensure that adequate public school facilities are in place when new residential development comes into a municipality.

The purpose of this amendment to the original Interlocal Agreement is that up to now, any amendments to the Interlocal Agreement must be approved by a unanimous vote of the signatories, according to Mr. Ventura. This amendment wants to change the required unanimous vote to effect change to a 2/3 vote by the municipalities.

City Attorney Seiden explained that all municipalities have agreed to the amendment.

The City Planner clarified that the change would move the overall process along and it ensures the goals of the Interlocal Agreement.

Vice Mayor Ator commented that Miami Springs is a small community and asked if there was ever an issue when the smaller cities were opposed to the interests of the larger cities and a unanimous vote would benefit the smaller cities.

City Planner Ventura responded that it would be a consideration since Miami Springs is a smaller municipality. The advantage is that it moves the process along with regard to the goals of the Interlocal Agreement ensuring public school facilities are in place with new residential development, but there is a possibility that because Miami Springs is a smaller municipality it might have its particular concerns overlooked. This is still an ongoing process because the School Board has not heard back from all municipalities.

Resolution No. 2010-3501 – A Resolution of the City Council of the City of Miami Springs Approving and Adopting Amendment No. 1 to the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County; Authorizing Execution of Amendment; Effective Date

City Attorney Jan K. Seiden read the resolution by title.

Vice Mayor Ator asked if a copy of the Interlocal Agreement for Public School Facility Planning is available. She would like to see it because she might be concerned unnecessarily since it might not affect Miami Springs. She would move to table the resolution until she sees the agreement.

Councilman Best shared Vice Mayor Ator's concerns and he would like to see more information.

By consensus, Council tabled the item.

Councilman Lob left at 9:26 p.m. due to illness.

Vice Mayor Ator requested a copy of the Interlocal agreement before the holidays.

City Manager Borgmann agreed to send a copy to the entire Council.

10I) First Reading – Ordinance No. 1007-2011 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 150-017, Recreational Vehicles, by Clarifying the Applicability of the Ordinance to Single-Family Residential Districts of the City and Providing Specific Prohibited uses for Such Vehicles; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that the proposed amendment was discussed at a prior meeting and he added the wording to clarify that it only applies in single-family residential districts. He also changed the location of some of the prohibited uses.

Councilman Best moved to approve the ordinance. Councilman Espino seconded the motion which was carried 4-0 on roll call vote.

Agenda Items 10J and 10K were discussed at 8:41 p.m. after the recess.

10J) Presentation and Request for Funding from Miami Springs Airport Area Chamber of Commerce for an Art Show on January 23, 2011 in the amount of \$2,500.

City Manager Borgmann stated that this item is a presentation and request for funding from the Miami Springs Airport Area Chamber of Commerce for an art show on January 23, 2011. He provided a spreadsheet with the associated costs.

Donna Wood-Beney of 3971 N. W. 65 Avenue, Virginia Gardens, recapped numerous Chamber events that transpired during the previous months to help promote the businesses and Miami Springs. She announced that the Chamber will sponsor the City's 85th Birthday celebration on Friday, April 8th during the Springs River Festival.

Ms. Wood-Beney requested assistance from the City to sponsor an art show at the Golf and Country Club in the amount of \$2,690.00. She said that Carlos Santana was very generous in offering to provide the use of the rooms at no charge, which amounts to almost \$1,400.00. She is negotiating with several easel companies to get the best rate and working with three companies that specialize in lighting artwork. The Dynasty Room and the courtyard will show the art pieces nicely.

Ms. Wood-Beney clarified that the event is proposed for Sunday, January 23rd from 4:00 to 7:00 p.m. and there will be no admission charge. The artists will pay \$25.00 for a table, two chairs, draping and the ability to show. There will be food and beverages available.

Ms. Wood-Beney added that she is working with the various local museums and schools to have their art classes provide art work that will line the entrance from the front door of the Country Club to the Dynasty Room.

To answer Vice Mayor Ator's question, Ms. Wood-Beney said that the Chamber would like to host the first drink.

Councilman Espino moved to approve funding in the amount of \$2,690.00 for the art show on January 23, 2011. Councilman Best seconded the motion, which carried 5-0 on roll call vote.

Councilman Espino stated that he would like to revisit a recommendation that Council brought forth last year, which is a process by which the various organizations of Miami Springs would make their requests for funding at certain times during the year. This process would allow a better understanding of the community needs and desires so that Council can make better decisions. He said that the main organizations are the Chamber, All Angels, Lily Saborit-Abello, and the Springs River Festival.

City Manager Borgmann responded that the original proposal for the process could be placed on the January 10, 2011 Council agenda.

Councilman Best agreed with Councilman Espino that it would be beneficial to have a process that would provide a benchmark as Council goes into the budget process.

Councilman Best thanked Donna Wood-Beney for her work in organizing and promoting the various events.

10K) Consideration of Request from a Citizen Group to Place an Issue Item on the Ballot for the April 2011 Election.

City Attorney Jan K. Seiden stated that the first step in the process of any Charter amendment petition process, pursuant to the procedures that were utilized since the last case, is that Council is asked to approve the format of the petition. The format of the petition is the same that has been used before in the City, which is the County form; it is a ministerial act and Council is not approving the placement on the ballot or the wording.

City Attorney Seiden reiterated that Council is being asked to approve the format so that the citizen group can go forward to obtain signatures. He said that there is some confusion after reviewing the files from 2006 to the present. In this particular situation, the City Clerk received a letter and a number of signatures. The Charter indicates a committee of five, but that deals with initiative and referendum petitions. The process for a Charter amendment in the City can be initiated by one person; it does not have to be a committee and it does not have to be a notarized petition. One person with a format can initiate the process and then they must follow the procedures that are required and set forth.

City Attorney Seiden explained that the City Clerk has all the procedures and time was spent detailing them. The only confusion in this situation is that a letter was received with a number of people who signed in an attempt to be a committee, but in this case, subject to Council approval of the form, all dealings will be with Mr. Petralanda who was the person that sent the letter with the petition.

Attorney Seiden clarified that Council is only being asked to say whether or not the form of the petition that has been submitted is an acceptable form for the City and the answer to that is "yes".

Councilman Espino stated that this is the first that Council has heard of this and by the time the language comes back the petitioners will all be busy pushing their agenda. He would like to take the opportunity to voice his opinion now and throughout the remaining term of office.

Mayor Bain said that the letter came in on Thursday, December 9th in the late afternoon and he spoke with the City Manager about the placement of the item on this agenda. He asked if there was enough public notice.

City Attorney Seiden assured the Mayor that the placement on the agenda is fine; it is not inappropriate in any way and he has no problem with Council expressing their opinions. The title of the agenda item is wrong and the only action Council needs to take is to approve the format of the petition that was submitted.

Vice Mayor Ator asked why Council has to approve the format of the petition.

City Attorney Seiden explained that it is part of the process that the City follows, as outlined in the Charter of Miami-Dade County.

Mayor Bain asked if Council could vote not to approve the petition.

City Attorney Seiden responded that if Council votes “no” as to the format of the petition the petitioners will have every right to find an attorney who will file a Writ of Mandamus against the City that will command Council to do it, because there is nothing wrong with the petition; it is the same petition that has been used by the City before and it is the current petition that is used by the County. The court will order the City to do it and there is no reason not to approve it.

To answer Councilman Best’s question, City Attorney Seiden reiterated that Council would only be voting on the format of the petition. He explained that in a previous case it was determined by the court that the exclusive method for charter amendments under the Home Rule Charter is to follow the County procedure as outlined in Section 7.01 of the Miami-Dade County Code. The section reads:

“The electors of the County shall have the power to propose to the Board of County Commissioners the passage or appeal of ordinances and to vote on the question if the Board refuses action, according to the following procedure:

- (1) The person proposing the exercise of this power shall submit the proposal, including proposed ballot language, to the Board which shall without delay approve as to form a petition for circulation in one or several copies as the proposer may desire.”*

The petitioners have sixty days to secure signatures that come back and there is thirty days to approve and send the signatures to the County for sufficiency, following the standard format as outlined.

Councilman Best asked what would happen if Council disagrees with the language of the petition.

City Attorney Seiden explained that the process is initiated by citizens and if they are successful in collecting the appropriate number of signatures they will be submitted to the City Clerk. The City Clerk will then submit the petition to Council who will review the petition and action must be taken within thirty days.

City Attorney Seiden stated that the petition signatures are sent to the Supervisor of Elections for Miami-Dade County who will begin the signature verification process. If the signatures are determined to be sufficient, within the required percentage electors of the City, then the question will be placed on the ballot. The validity of the language is not really an issue for Council; it is an issue for the committee and their counsel. Council has the authority, when it is presented to them, to make the language their own and place the question on the ballot without the necessity of any further ministerial act.

Vice Mayor Ator said that different language, other than the language submitted by the petitioner, could probably be put on the ballot as a competing question. She would argue that the City Attorney has an obligation to provide an opinion as to whether or not the language that is on the petition passages constitutional muster so that the City would not be facing a challenge in the future.

City Attorney Seiden said that he would certainly do that at the appropriate time.

Councilman Espino stated that he was extremely disappointed when he saw the letter from Mr. Petralanda and his committee. During these difficult times, there are businesses that have closed and continue to close and the City is not as financially sound as it has been in the past. This is an issue that could move the City in a forward direction and he has personally invited everyone in the City to participate in the conversations, while there is a certain group that chooses not to participate. Instead, they employ these types of tactics, using an important issue like revitalizing the commercial areas as a political punch line or a divisive tool meant to polarize parts of Miami Springs for or against something, instead of being united in moving Miami Springs toward further enhancement.

Councilman Espino finds this to be a “do nothing” amendment at a time when action is needed, similar to Amendment 4 that recently failed. The presumption is that nothing happens unless it meets onerous obstacles. This kind of default setting is extremely damaging to the City of Miami Springs because it will put a permanent brand on the City as a place where one cannot or will not do business. He felt that it is a broad sweeping amendment that reads “do not do anything on Westward Drive.” Businesses have been closing. Starbucks operates at one of the lowest levels in all of South Florida.

For the majority of this community, moving revitalization forward and making the Downtown prosper is still a priority, according to Councilman Espino. There will continue to be a group of people that choose to put horse blinders onto the situation and the mantle of inactivity as a solution to everything. This is completely counter to what Council has done so far. As a resident, someone who supports the local businesses and as an elected official he knows that the City cannot afford this amendment or the delays for improvements. The City cannot afford to put any more tax burden on the residents; it must be shifted to the businesses.

Councilman Espino stated that there would be future considerations and discussion about the recommendations from the revitalization consultants and Council, as the elected officials, will carefully consider the short term and long term changes. Council has not even engaged in serious conversations about revitalization and now there is this kind of amendment, which leads him to believe that this group does not want to engage in conversation or actually move Miami Springs forward.

Councilman Espino pledged to fight against the amendment as hard as he possibly can, whether he serves another term on Council or not because it will “tie our hands” for years and years to come, unless it is challenged. He would like for everyone in the City to get engaged and stand up to say “enough is enough” and vote “no” if it gets to that point.

Councilman Best stated that the proposed amendment is troublesome, it is politically motivated and it comes at a time when Council seems to be getting the tools together to do the right thing for the City relative to the businesses. This proposal is going to divide the City and preclude Council from doing things that make sense. The language is all encompassing because it is saying that they do not want to do anything. He has been opposed to this for more than six years serving on Council and if he is fortunate enough to be elected for another term he will be opposed for another two years because it is a “do nothing” philosophy that is not needed in this town.

Councilman Lob stated that if the amendment were to pass and the City wanted to make changes to Westward Drive similar to what was done on Canal Street, it would take six months to place the question on the ballot. Even the handicap accessibility improvements or parking changes would take six months.

Councilman Lob added that Council was elected by the people to do a job and if the people do not like the decisions that are made, they can get rid of the elected officials, but to tie Council’s hands and require a vote of the people for an issue like this is similar to Amendment 4.

Vice Mayor Ator said that this is like a “the sky is falling” amendment. Council has held discussions about reducing Westward Drive to one lane, although there are not enough funds to do it and drafting this petition language in this time period is so inflammatory and so clearly a divisive maneuver that it is unfair to the residents. It is a negative issue that does not really exist and it asks the residents who cannot attend or watch the Council meetings to understand.

Vice Mayor Ator explained that she has been arguing that this is a representative government elected by the people, that is how the process works and someone that has more information should come forward. The proposed amendment is only a talking point to be able to say to people that it will prevent Westward Drive from being reduced to one lane, which would create traffic. There are clearly a lot of issues and that is why Council hired a consultant to offer their advice. She said that the proposed amendment is a bad way to govern.

Mayor Bain added that the people who submitted the petition are self-centered individuals who are only thinking about their own situation, they are not thinking about the businesses or property owners that are paying taxes since this would actually bring blight to the area. There is no future for the business owners if this amendment passes. He feels that the proposal is arrogant, selfish and he does not understand why anyone would want to say that there could be no improvements to Westward Drive without the approval of the residents.

Mayor Bain spoke with a business owner who signed the petition without reading the language and now that he understands the language, he is not happy about it. He feels sad that Council is not trusted to make decisions in an honest way. He would hope that the petitioners would re-think their actions and what it will cost the business community.

Mayor Bain stated that he would vote against the petition form and start the process even though it might cost the City some money. This was brought forward at the last minute when the agenda was just published and the Administration agreed to place the matter on the agenda and it is a simple vote to approve the petition form so the process can move forward.

Councilman Lob explained that he actually counted the number of empty storefronts when he first began looking at revitalization. He urged the petitioners to do the same before bring forth the petition. There are more empty businesses and the proposed amendment will not help.

Vice Mayor Ator added that elections are very expensive and this should be considered, when it is a time to cut costs and make sure that the City spends the taxpayers' money wisely. Changing Westward Drive is not something that Council is contemplating at this point; they are only exploring options and people should understand this.

City Attorney Seiden clarified that the motion would be to approve the format of the petition that was submitted, not the language.

Councilman Best moved to approve the format of the petition. Councilman Lob seconded the motion. The motion failed 2-3 with Mayor Bain, Councilman Espino and Councilman Lob casting the dissenting votes.

Agenda Item 11A was discussed after 10I.

11. Other Business:

11A) Fiscal Year 2009-2010 Fourth Quarter Budget Status Report (Unaudited)

Finance Director William Alonso stated that the auditors are currently finishing up the year-end audit and should be finished sometime this week and they hope to present the audited financial reports in January.

Finance Director Alonso explained that he developed the fourth quarter report so that Council can see how the year was ended. He does not foresee any major changes to any of the numbers, but the bottom line is that the original budget was based on using approximately \$3.2MM of fund balance for different issues that were discussed. The final number came out to be only \$2.1MM so that reduced the fund balance from the \$8.4MM at the beginning of the year to \$6.3MM at the year end. The \$6.3MM represents a 638% increase from the \$853,000 fund balance in 2003.

Finance Director Alonso mentioned that the \$2.1MM, included \$1.2MM for the Golf Course irrigation system, and \$760,000 from the water and sewer surplus to lower the millage rate.

Mr. Alonso reported that he developed the fund balance designations that will be presented in January when the numbers are final. He wanted Council to see how the City stands with the \$6.3MM, less 25% for budgeted expenditures, which is \$3.3MM.

Finance Director Alonso clarified that there is \$2.5MM in designations and \$495,000 from this year's excess that is being used in the 2010-2011 budget. He added two designations: \$275,000 for the skateboard park and \$200,000 for Downtown revitalization and Council will have the ability to change the designations or leave them as they are now.

Finance Director Alonso said that he wanted to clarify how the City stands with the fund balance because there have been rumors about the city going bankrupt and the policies in place will not allow this because the City is required by policy to maintain 25% of budgeted expenditures as a base for reserves.

Finance Director Alonso explained that in 2002, the City had a deficit balance of \$300,000, which was the starting point and the City was in serious financial difficulty. He reviewed the history of the City's reserve and how it reached the \$8.4MM last year and \$6.3MM today. The fund balance increased almost \$4MM over a three year period. He said that there must be a purpose for building the reserve and if not, the funds must be returned to the residents because in essence they are being overtaxed.

Finance Director Alonso stated that the reason Council is asked every year to approve the designation of the fund balance is to determine what is planned for the excess funds. This can be done for infrastructure or a budget stabilization fund so that each year the funds can be used to keep the millage rate the same. In 2009, it shows the use of \$3.2MM of the fund balance, which was budgeted and it actually turned out to be \$2.1MM.

Finance Director Alonso explained that anyone who does not understand would think that the City is draining the reserves, but that is not the case. The Golf Course is the City's main asset and it needed an irrigation system for \$1.2MM and \$800,000 was used to lower the millage rate.

The peak amount for ad valorem taxes collected was in 2007, when the City collected \$7.1MM and the amount was reduced to \$6.8MM in 2008, according to Mr. Alonso. For the last four years, the amount of ad valorem taxes has gone down to \$5.5MM.

Finance Director Alonso displayed the history of the millage rate, explaining that the City is collecting less because the assessed values have gone down.

To answer the Assistant City Manager's question, Mr. Alonso stated that the 25% minimum as it stands now is \$3.3MM. He said that the \$500,000 in contingency should in reality be part of the \$3.3MM, which means that it is closer to 28% or \$3.8MM. This year's budget includes \$495,000 from the fund balance, which could be reduced if the departments do not use 100% of their budget.

Finance Director Alonso stated that in January when the numbers are final he will come back to Council to see what changes or additions they want to make.

11B) Update to Proposed Fund Balance Designations

Finance Director William Alonso presented the fund balance designations as part of Agenda Item 11A.

12. Reports & Recommendations:

12A) City Attorney

Happy Holidays

City Attorney Seiden wished everyone a great holiday.

12B) City Manager

Agenda Items

City Manager Borgmann stated that many agenda items were tabled until the next Regular Meeting on January 10, 2011. He will also be adding a few items, including a park recycling program.

Mayor Bain asked the City Manager to get together with Ana Ferrer in regard to a recycling program for Downtown.

The Beacon Council

City Manager Borgmann reported that he contacted The Beacon Council and they are trying to schedule a meeting with Calvin, Giordano & Associates and City Staff.

Workshop Meeting

City Manager Borgmann announced that Calvin, Giordano & Associates is requesting to schedule a Workshop Meeting at 5:00 p.m. on January 24, 2011 before the Regular Council Meeting. He asked if this time would be convenient for Council.

Vice Mayor Ator explained that she could not commit to that time due her business responsibilities.

Mayor Bain asked to confirm the date and time of the Workshop meeting during the next Regular Meeting on January 10, 2011.

Church Events

City Manager Borgmann announced that the Poinciana United Methodist Church is holding an event on December 13-18th on Curtiss Parkway with a living Nativity. The Spanish Baptist Church congregation has also requested the use of the Circle on December 25th for a concert from 6:30 to 8:30 p.m. and they are willing to pay for all costs, including the Police service.

Junior Orange Bowl

City Manager Borgmann reported that the Junior Orange Bowl Parade will kick-off on Sunday, January 2, 2011, and they are reversing the route this year, ending in front of the Coral Gables City Hall.

Santa at the Circle

City Manager Borgmann explained that Santa at the Circle went very well, although there was too much activity in a small space. Next year the event will be expanded to two nights with different activities each night.

Holiday Party

City Manager Borgmann reminded everyone that the City employee holiday party will be held at the Community Center from 11:00 a.m. to 1:30 p.m. on Thursday, December 16th in the Rebeca Sosa Theater. He asked Council to r.s.v.p.

Library

City Manager Borgmann referred to the article in the River Cities Gazette about the opening of the Library this month.

Handicap Ramps

City Manager Borgmann stated that the handicap ramps at the Circle are finished except for painting.

Happy Holidays

City Manager Borgmann wished everyone Happy Holidays.

12C) City Council

Movie Night

Vice Mayor Ator reported that the All Angels Movie Night is scheduled for Friday, December 17th and will feature “How to Train Your Dragon” and “A Christmas Story”.

“Adopt a Park” Program

Vice Mayor Ator would like the Recreation Commission to look into Mr. Schwinger’s recommendation for the “Adopt a Park” program to see if other cities have similar programs.

i-Calendar

Vice Mayor Ator said that the i-calendar feature on the internet is set up to save a new calendar on the calendar and the response from aHa Consulting was that there is no other way for it to work. She saw the Pinecrest website which saved an individual calendar on her calendar, which means that it can be done and she forwarded the link so that the Administration can follow-up to let her know the status.

Garbage Pick-up

Vice Mayor Ator reminded the Administration that this week has a potential for a very large garbage week with various events on the Circle. She asked to monitor the overflowing garbage cans Downtown.

Wreath Sale

Vice Mayor Ator announced that All Angels is selling beautiful live wreaths from North Carolina. She urged anyone who would like to purchase one to call the Church.

Senior Center Holiday Party

Vice Mayor Ator reminded the Mayor and Council about the Senior Center holiday party on Wednesday, December 15th.

Pinecrest Christmas Event

Vice Mayor Ator attended the Village of Pinecrest Christmas festival at Pinecrest Gardens, which is a large event with various crafts and vendors. She said that it would be a great idea for the City of Miami Springs and suggested obtaining the information from Pinecrest.

Miami-Dade Delegation

Councilman Espino attended the swearing-in ceremony of the entire Miami-Dade Delegation at Florida International University, which was a wonderful event attended by people from all over the county. There was a strong message from three senators to be a united delegation for the entire county in order to obtain a fair share of funding.

Turkey Distribution

Councilman Espino thanked the City for the turkey distribution at the Senior Center, including the Miami-Dade County League of Cities and Commissioner Sosa.

Santa at the Circle

Councilman Espino reported that Christmas at the Gazebo was a fantastic event that was well attended and he would like to expand it.

Happy Holidays

Councilman Espino wished everyone Happy Holidays and safe travel.

Tragedy

Councilman Best extended sympathy to the families of the kids who were involved in a tragic accident on U.S. 27 a few days ago. The message is to be careful when driving, especially during the holidays.

Recognition

Councilman Best recognized Donna Wood-Beney for her work to promote the City for the Chamber of Commerce.

Happy Holidays

Councilman Best wished those of the Jewish faith a belated Happy Hanukkah and Merry Christmas to everyone else.

Tragedy

City Manager Borgmann stated that one of the City's back-up electrical inspectors lost their son in the accident on U. S. 27, which is very tragic and sad.

Trash Receptacles

Mayor Bain asked the Administration to look at the way the trash receptacles are set up along the Ludlam bike path because people are saying that one additional receptacle is needed.

City Manager Borgmann explained that the Ludlam bike path would be included in the recycling study for the bike paths, parks and public places.

Happy Holidays

Mayor Bain wished everyone Happy Holidays. He thanked Vice Mayor Ator for the holiday wreath.

Toys for Tots

Mayor Bain announced that Miami Springs Middle School is an official drop off site for Toys for Tots.

Happy New Year

Mayor Bain wished everyone a Happy New Year and urged everyone to support Lily Saborit-Abello's function on Saturday, January 1, 2011.

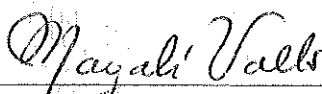
13. Adjourn.

There being no further business to be discussed the meeting was adjourned at 9:54 p.m.


Billy Bain
Mayor



ATTEST:


Magali Valls, CMC
City Clerk

Approved during meeting of: 1/11/2011.

Transcription assistance provided by Suzanne S. Hitaffer.



DRAFT

City of Miami Springs, Florida

The Ecology Board met in Regular Session at 7:00 p.m., on Tuesday, October 22, 2013 in the Council Chambers at City Hall.

1) Call to Order/Roll Call

The meeting was called to order at: 7:16 p.m.

The following were present: Carl Malek
Steve Owens
Marielys Acosta

Absent: Vice Chair Wendy Anderson-Booher

Also present: Board Secretary, Allene Paz
Councilmember Jaime Petralanda

2) Approval of Minutes

Minutes of the October 23, 2012 could not be approved because Vice Chair Anderson-Booher was absent. Board member Owens and Board member Acosta were not members at the time of that meeting.

3) Old Business: None.

4) New Business:

a) Selection of Chairperson

This item was tabled until the next meeting.

b) Sunshine Law Video

Board members viewed the Sunshine Law video.

5) Future Agenda Items Subject to Board Approval:

Councilman Petralanda suggested that a Board member speak to City Manager Gorland to see if the Board can meet next month since the last meeting was a year ago.

Board member Malek will check to see if the Board can meet again in November since this board has not met in one year.

a) Discussion on Ducks in the City

Board member Owens commented that he was unaware of the Sunshine Law prior to this meeting. He and Board member Acosta discussed this topic and the Agenda Item 5B and asked to have them placed on the agenda.

Board member Owens agreed that this item is an issue and needs to be looked into. He encouraged the Board members to speak with their neighbors to see how they felt about this topic.

Discussion ensued regarding the ducks in the City.

By consensus, the Board agreed to discuss this item at the next meeting.

b) Discussion on the Lake Behind South Royal Poinciana Blvd.

Board member Acosta would like to discuss the issues with the lake behind South Royal Poinciana Boulevard because it needs to be cleaned and maintained.

Councilmember Petralanda will try to see if he can set up a meeting with City Manager Gorland and Board member Acosta to discuss the ownership of the lake.

By consensus, the Board agreed to discuss this item at the next meeting.

6) Adjournment

There was no further business to be discussed and the meeting was adjourned at 8:08 p.m.

Respectfully Submitted,

Elora R. Sakal
Board Secretary

Approved as _____ during meeting of: _____

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


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



AGENDA MEMORANDUM

Meeting Date: 11/12/2019

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

From: William Alonso, City Manager/Fin. Director 

Subject: Feeding of Muscovy Ducks on City property

At the October 28, 2019 Council meeting, Mayor Bain requested an agenda item for the Nov 12, 2019 Council meeting to discuss the feeding of Muscovy Ducks at the Ludlam Bike Path area.

Staff researched our city codes and found that we do not have a specific code prohibiting the feeding of any wildlife on city property. We did find a public service flyer prepared back in 2016 and posted on the city website which provided residents and visitors to our city with some information on why it is not a good idea to feed these ducks. (See attachment A).

Staff is also including the following additional information for your discussion: Attachment B-Florida Fish and Wildlife flyer on Muscovy Ducks, Attachment C-Federal Law 21.54 regarding Muscovy Ducks, and finally Attachment D is our City Code Sec. 90-15 which states that the city is a bird sanctuary.

Attachment A

Published on *City of Miami Springs Florida Official Website* (<http://www.miamisprings-fl.gov>)

[Home](#) > Printer-friendly

Thank you for NOT feeding our wildlife!



Families of Muscovy Ducks are a frequent and familiar sight throughout Miami Springs, waddling along main roads and byways and paddling in the canals. During recent North American Migration counts, their population consistently ranks in the top dozen of the 149 species of birds found in Miami-Dade County. Muscovies are year-round breeders, and local populations, if well-fed, can increase dramatically in a short time. A hen can lay as many as 24 eggs in a single clutch, which will hatch in 35 days.

Although Muscovies are not native to the United States, they have been here for over 100 years since being imported from South America where they have long been known as "good eating." (If you Google "Muscovy Duck," you would come back with over 80,000 responses—and a good portion of those would be recipes!)

Fortunately, "our" ducks enjoy protected status, and are not a staple of our dinner tables. Miami Springs has been a bird sanctuary since 1967 (Sec. 90-15). Muscovies are also protected by Florida Statute 828.12 from animal cruelty. However, because local ducks originated in Florida from domestic stock, they are not considered "wildlife" and are not protected by state wildlife laws or the federal Migratory Bird Treaty Act. State law does prohibit the relocation of Muscovies into wild areas as they may be carriers of diseases which can adversely affect native water-fowl.

So, please do not feed your neighborhood birds and ducks! Although we appreciate that feeding Muscovy ducks is enjoyable, it is often not in their best interest.

First of all, it is not healthy for them as they become dependent on people for food. The best food for ducks is what they eat naturally— algae, insects and a variety of plants

which are abundant in our subtropical climate. Humans most often feed them bread and similar items. These have no nutritional value for the duck. Additionally, feeding by humans makes the ducks reliant on such hand-outs, too lazy to continue foraging for their natural dietary items and uneaten "human" food will rot quickly in warm weather.

Second, feeding ducks encourages them to use the neighborhood as their bathroom, leaving droppings on patios, sidewalks and porches. As a result, controversies frequently arise between residents who enjoy the birds and residents who consider them a nuisance. Even duck lovers have complained about the problem of duck droppings on the lawns, drive-ways, patios, and even in their swimming pools. This is not healthy for people, particularly for the children playing in these areas. Wild ducks can spread disease to humans. When small children, the elderly and persons with immune system problems directly handle newly-hatched chicks, they may be exposed to salmonella. Muscovies can also transmit disease to wild waterfowl. All confirmed outbreaks of DVE, also known as duck plague (a sometimes-devastating viral infection) in wild waterfowl have been linked to domestic ducks. Fowl cholera is another serious disease that is transmittable between domestic and wild waterfowl. Although we have had no major outbreaks reported yet in Florida, the potential for Muscovies to spread this disease to wild waterfowl is a biological concern.

To conclude on a more pleasant note, some things are "just ducky"! "These ducks play a vital role in Florida's ecological system," states Victor Muvdi, president of the Muscovy Protection Group of Kings Creek, a nonprofit organization in Kendall dedicated to protecting the ducks. "They are beneficial to the environment because they eat mosquitoes, as well as black widow and brown spiders and other pests," Muvdi says. "They are beautiful, gregarious creatures."

Source URL (retrieved on 2016-02-12 21:34): <http://www.miamisprings-fl.gov/publicworks/thank-you-not-feeding-our-wildlife>

Nonnative Species: Muscovy Ducks

General information

Wild muscovy ducks (*Cairina moschata*) are native to Central America and South America, and have expanded their natural range to parts of Texas. In Florida, feral muscovy ducks can be found on urban and suburban lakes and on farms throughout the state. These birds have escaped captivity or were released illegally for ornamental purposes. Males can be identified by the fleshy red caruncles, or warty bumps, on the face over the eyes and at the base of the bill. Females generally have smaller caruncles or may lack them entirely. They feed on aquatic plants, grasses, seeds, insects and human handouts.

Muscovy ducks are prolific breeders and local populations can increase dramatically in a short time. As a result, controversies frequently arise between residents who enjoy the birds and those who consider them a nuisance due to their droppings, property damage, or aggressive behavior. Muscovy ducks can also compete with native waterfowl and spread disease in overcrowded conditions.

What can be done to prevent problems with muscovy ducks?

- Never feed muscovy ducks, either by direct handout or by putting feed out in locations accessible to them. Natural food for muscovy ducks is plentiful and feeding the ducks can lead to overcrowding, messy conditions, and the potential to spread disease.
- Haze muscovy ducks on your property with a water hose or have a dog chase them away (but not catch them). Let the ducks know that your property is an unwelcome place.



Andrew Fanning/ FWC



Andrew Fanning/ FWC



Andrew Fanning/ FWC

Legal status

Muscovy ducks are protected under the Migratory Bird Treaty Act, but the US Fish and Wildlife Service has issued a Control Order (**USFWS 50 CFR 21.54**) allowing control of muscovy ducks and their nests and eggs in areas outside their natural range, including here in Florida. Federal regulations allow control of muscovy ducks by landowners, wildlife management agencies, and tenants, agents, or employees without federal or state permits. **Florida Statute 379.231** and federal regulations **50 CFR 21.25(b)(8)(i)** prohibit the release of muscovy ducks.



Legal options to take muscovy ducks

Removal of nonnative species can benefit native species and reduce conflicts with people. Birds caught under the Control Order must be humanely euthanized or donated to scientific or educational institutions where they must be maintained under conditions that will prevent escape into the wild.

- Muscovy ducks can be removed using humane methods of live-capture, typically by using nets or cage traps. All traps must be checked at least once every 24 hours. Captured non-target species are required to be released on site.
- Muscovy ducks can be taken by use of a firearm on private property during daylight hours with landowner permission. Non-toxic shot or bullets must be used. Please check with the local sheriff's office or police department for firearm ordinances before discharging a firearm.
- All euthanized birds must be disposed of by burial or incineration (**USFWS 50 CFR 21.54**).

If you have further questions or need more help, call your regional Florida Fish and Wildlife Conservation Commission office:

Main Headquarters

Florida Fish and Wildlife
Conservation Commission
Farris Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600
(850) 488-4676

Regional Offices

Northwest Region
3911 Highway 2321
Panama City, FL 32409-1659
(850) 265-3676

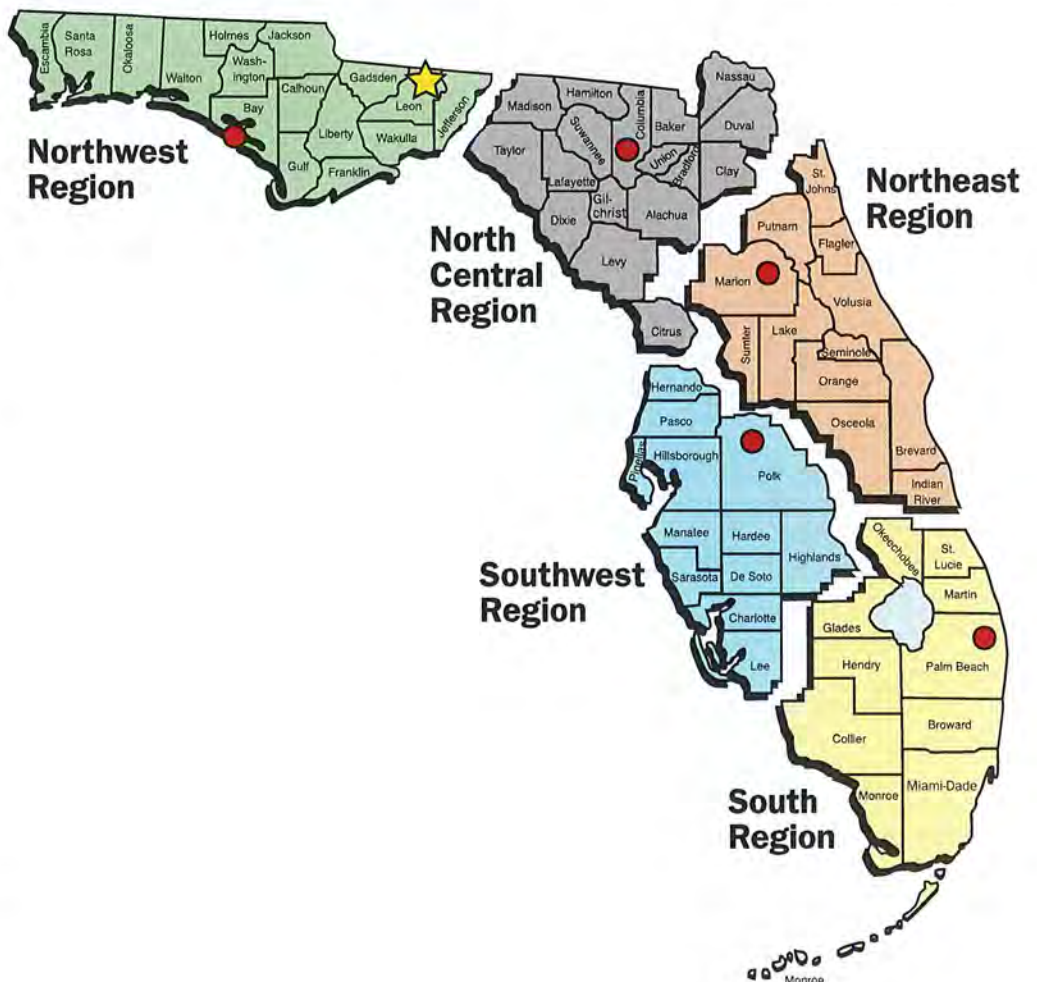
North Central Region
3377 East U.S. Highway 90
Lake City, FL 32055-8795
(386) 758-0525

Northeast Region
1239 S.W. 10th Street
Ocala, FL 3441-0323
(352) 732-1225

Southwest Region
3900 Drane Field Road
Lakeland, FL 33811-1299
(863) 648-3200

South Region
8535 Northlake Boulevard
West Palm Beach, FL 33412
(561) 625-5122

Florida Fish and Wildlife Conservation Commission Regional Offices



Attachment C

§ 21.54 Control order for muscovy ducks in the United States.

(a) Control of muscovy ducks. Anywhere in the contiguous United States except in Hidalgo, Starr, and Zapata Counties in Texas, and in Alaska, Hawaii, and U.S. territories and possessions, landowners and Federal, State, Tribal, and local wildlife management agencies, and their tenants, employees, or agents may, without a Federal permit, remove or destroy muscovy ducks (*Cairina moschata*) (including hybrids of muscovy ducks), or their nests, or eggs at any time when found. Any authorized person may temporarily possess, transport, and dispose of muscovy ducks taken under this order.

(b) Muscovy ducks in Hidalgo, Starr, and Zapata Counties in Texas. In these counties, take of muscovy ducks, their nests, and their eggs may be allowed if we issue a depredation permit for the activity.

(c) Disposal of muscovy ducks. You may donate muscovy ducks taken under this order to public museums or public institutions for scientific or educational purposes, or you may dispose of them by burying or incinerating them. You may not retain for personal use or consumption, offer for sale, or sell a muscovy duck removed under authority of this section, nor may you release it in any other location.

(d) Other provisions.

(1) You must comply with any State, territorial, or Tribal laws or regulations governing the removal or destruction of muscovy ducks or their nests or eggs.

(2) You may not remove or destroy muscovy ducks or their nests or eggs if doing so will adversely affect other migratory birds or species designated as endangered or threatened under the authority of the Endangered Species Act. If you use a firearm to kill muscovy ducks under the provisions of this section, you must use nontoxic shot or nontoxic bullets to do so.

(3) If you operate under this order, you must immediately report the take of any species protected under the Endangered Species Act, or any other bird species protected under the Migratory Bird Treaty Act, to the Fish and Wildlife Service Ecological Services Office for the State or location in which the take occurred.

(4) We reserve the right to suspend or revoke the authority of any agency or individual to undertake muscovy duck control if we find that the agency or individual has undertaken actions that may harm Federally listed threatened or endangered species or are contrary to the provisions of this part.

Attachment D

Sec. 90-15. - Bird sanctuary; trapping, killing, or destroying birds or nests prohibited.

- (A) All territory embraced within the corporate limits of the City is declared to be a bird sanctuary.
- (B) It shall be unlawful for any person to shoot, trap, or in any manner kill or destroy birds or their nests within the territory embraced within the City.

(Ord. 372, passed 3-13-67)

Cross reference— Penalty, § 10-99.



City of Miami Springs, Florida
City Council Meeting
Regular Meeting Minutes
Tuesday, November 12, 2019 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 Maria Puente Mitchell
Councilman Bob Best
Councilman Jaime A. Petralanda
Councilwoman Mara Zapata, Ph.D. was absent.

City Manager/Finance Director William Alonso
City Clerk Erika Gonzalez-Santamaria
City Attorney Haydee Sera
Chief Armando Guzman
Public Works Director Tom Nash

- 2. Invocation:** Offered by Councilman Bob Best
Salute to the Flag: Audience led the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business: None at this time.**
- 4. Awards & Presentations:**
 - A) Presentation by FPL for the Electric Charging Station Program

Mayor Bain stated that the presenter for FPL is unable to attend and rescheduled the presentation for December 9th Council meeting.

- 5. Open Forum:** The following members of the public addressed the City Council: Jonathan Journet, 561 Payne Drive.
- 6. Approval of Council Minutes:**
 - A) October 28, 2019 – Regular Meeting

Councilman Best moved to approve the Regular Meeting of October 28, 2019. Vice Mayor Mitchell seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, 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):

A) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Distreebutors, Inc., utilizing Miami Dade County contract #7661-5/19-5 (attached), in an amount not to exceed \$115,000.00, as a secondary contractor for City Wide Street Tree Trimming for 100k and for the Westward Drive Median Plantings for 15k, as funds were budgeted in the FY19/20 Budget pursuant to Section §31.11 (E) (5) of the City Code

Assistant City Manager Tammy Romero read the Consent Item by title for the record.

Councilman Best moved to approve the Consent Agenda. Councilman Petralanda seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilman Petralanda, and Mayor Bain voting Yes.

10. Old Business:

11. New Business:

A) Ordinance – First Reading – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 93, “Waste Removal And Property Maintenance,” Of The City Code Of Ordinances, Modifying Bulk Pick-Up Procedures; Providing For Implementation; Providing For Incorporation Into The Code; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title.

Councilman Best moved to deny the Ordinance as read. Councilman Petralanda seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilman Petralanda, and Mayor Bain voting Yes.

B) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Issuance Of Capital Improvement & Equipment Acquisition Revenue Note, Series 2019, Of The City Of Miami Springs, Florida, In The Principal Amount Of \$555,419.00 For The Purpose Of Financing A Portion Of The Costs Of Construction Of Infrastructure Improvements To City Hall, City’s Golf Course And Certain Parks And The Acquisition Of Police Equipment And Software, And Golf Course Equipment; Awarding The Sale Of The Note To Branch Banking & Trust Company; Providing For Security For The Note; Providing Other Provisions Relating To The Note; Making Certain Covenants And Agreements In Connection Therewith; Providing For

Adoption Of Representations; Providing For Certain Other Matters In Connection Therewith; Providing A Severability Clause; And Providing An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Petralanda moved to deny the Resolution as read. Vice Mayor Mitchell seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilman Petralanda, and Mayor Bain voting Yes.

C) Approval of State Attorney Annual Agreement for Prosecution of City Ordinances

Chief Guzman was present to answer the City Council's questions. Councilman Petralanda moved to approve the annual agreement. Councilman Best seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Mitchell, Councilman Best, Councilman Petralanda, and Mayor Bain voting Yes.

12. Other Business:

A) Discussion on feeding Muscovy Ducks on City property

It was the consensus of the Council to have the City Attorney draft an ordinance on prohibiting the feeding of non-native species on City properties. They also requested that the legislation implement the proper signage at these city-owned properties.

B) Request by Councilman Petralanda to discuss having a Halloween-themed Yard of the Month for next year

Councilman Petralanda requested that the Council consider having a yard decoration contest for Halloween next year, similar to the holiday contest currently. The Council decided to see how the holiday contest works out and will revisit the request next year.

C) Request by Councilman Best to discuss homes with concrete front yard coverage

Councilman Best requested that this item be placed on the next agenda when he is ready to present the item.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso thanked Tammy Romero and Tom Nash with having a fire hydrant on 36th Street moved to a better spot since the original installation was in the middle of the sidewalk.

Assistant City Manager Tammy Romero stated upcoming events and reminded the public that more information on events is available on the City's website.

C) City Council

Vice Mayor Mitchell attended the Sebastian Strong 5k event and thanked everyone who attended and put on the event. She also thanked Jean-Marc, resident of Miami Springs, for giving a presentation along with FPL on the Coalition for Clean Energy at the Farmer's Market over the weekend. The Vice Mayor also participated in the Tour of Historical Homes on Sunday. She thanked Councilman Best for the Veteran's Day event.

Councilman Petralanda also thanked Councilman Best for a wonderful job at the Veteran's Day Memorial ceremony.

Councilman Best stated that it is honor to do the keynote address during the Veteran's Day event. He said the event is always well attended and he thanked Patti Bradley for coming out of retirement for putting the event together. He said thanked the Lions Club for putting together a free dinner for all the Veteran's in town, although he was unable to attend, he wanted to express his gratitude. He wished everyone a Happy Thanksgiving.

Mayor Bain inquired whether the Council would consider discussing a request from a resident about reviewing swale and public right of ways further. The City Council all agreed to revisit the item at the next meeting for possible consideration in January.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:50 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 9th day of December, 2019.*

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.

Don't Feed the Wildlife



Help keep wildlife wild and healthy. Wildlife Services encourages you to avoid feeding wildlife such as ducks, geese, gulls, raccoons, deer, squirrels or coyotes. One way you can help reduce wildlife conflicts with people is by not feeding wildlife near human populations and in parks.

Wildlife Services experts are often asked to assist with wildlife damage problems related to animals that have been accidentally or intentionally fed by people. Feeding wildlife can lead to a number of serious problems:

- Human food is not healthy for wild animals, and they do not need food from humans to survive. Wild animals have specialized diets, and they can become malnourished or die if fed the wrong foods. Also, animals cannot distinguish food from wrappers or foil and can get sick eating these items.
 - Feeding leads to public health concerns. Too many animals in one place increases the chance of disease transmission to people and among other wildlife.
 - Animals accustomed to people often lose their fear of people and can become aggressive. Those that become too aggressive may have to be destroyed to protect people and property.
- Birds gathering near or on airports can become victims of bird-aircraft collisions, potentially causing flight delays, damage to aircraft, and loss of human life.
 - Animals fed along roads tend to stay near roads, increasing the chance of vehicle-animal accidents.
 - Large concentrations of ducks and geese can pollute nearby waterways, backyards and athletic fields. Some waterfowl species drop up to a pound of feces every day!

How You Can Help

Many people enjoy living near and watching wildlife. You can help keep animals wild by keeping the following tips in mind.

- Do not encourage wildlife by feeding or leaving food for them.
- Don't allow bird food to accumulate on the ground.
- Don't place food scraps in gardens or compost bins, and use a closed compost bin.
- Keep pet food and water containers indoors, especially at night.
- If you have fruit trees, harvest or dispose of fruit when it is ripe.
- Use metal or durable plastic trash containers with tight fitting lids.
- Enjoy viewing wildlife at a distance. Respect their space and remember they are wild animals that should stay wild.

For more information or assistance with a wildlife damage issue, please call your WS state office at **1-866-4USDA-WS (1-866-487-3297)**.

CAUTION

Feeding may harm wildlife and is a **serious** threat to aviation safety.

ALL FEEDING IS PROHIBITED



Call 1-866-4USDA-WS (1-866-487-3297) or
visit <http://dontfeedwildlife.aphis.usda.gov>
for more information.



Nonnative Species: Muscovy Ducks

General information

Wild muscovy ducks (*Cairina moschata*) are native to Central America and South America, and have expanded their natural range to parts of Texas. In Florida, feral muscovy ducks can be found on urban and suburban lakes and on farms throughout the state. These birds have escaped captivity or were released illegally for ornamental purposes. Males can be identified by the fleshy red caruncles, or warty bumps, on the face over the eyes and at the base of the bill. Females generally have smaller caruncles or may lack them entirely. They feed on aquatic plants, grasses, seeds, insects and human handouts.

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What can be done to prevent problems with muscovy ducks?

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- Haze muscovy ducks on your property with a water hose or have a dog chase them away (but not catch them). Let the ducks know that your property is an unwelcome place.



Andrew Fanning/ FWC



Andrew Fanning/ FWC



Andrew Fanning/ FWC

Legal status

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Legal options to take muscovy ducks

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South Region

8535 Northlake Boulevard
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