



**REVISED**

**CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Maria Puente Mitchell**

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

**Councilman Jorge Santin  
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, March 11, 2024 – 7:00 p.m.**

**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 Walter Fajet  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Honoring Police Sgt. Gary Fetters for his retirement after 25 years and 8 months of dedicated service to the City of Miami Springs
  - B) Promotion Ceremony by Chief Deal - Police Officer Brian Nickerson to Police Sergeant
  - C) Promotion Ceremony by Chief Deal - Police Lieutenant Frank Perez to Police Captain
  - D) Proclaiming the month of March as "Problem Gambling Awareness Month"
  - E) Yard of the Month Award for March 2024 – 289 Shadow Way – Theo and Diana Karantsalis
  - F) Announcing City Hall Lobby Artist of the Month for March 2024 - Shannen Jasser, Public Information Officer, International Women's Day Art at City Hall Project
- 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) February 26, 2024 – Regular Meeting

**7. Reports from Boards & Commissions: None.**

**8. Public Hearings: None.**

**9. Consent Agenda:**

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Ratifying A Professional Services Agreement With Golfnow, LLC, For Golf Card Marketing Program Services; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Dobbs Equipment, LLC For The Purchase Of A Replacement Tractor Engine And Related Installation Services In An Amount Not To Exceed \$25,791.57; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

**10. Old Business: None.**

**11. New Business: None.**

**12. Other Business:**

A) Vote of Confidence for the City Clerk as Required by Section 8.01 (1) of the City Charter

B) Vote of Confidence for the City Attorney as Required by Section 8.01 (1) of the City Charter

C) Following related items are requested:

1) Vice Mayor Bravo – Public Right of Way parking regulations referring to Single Family, Duplex, Multifamily/attached housing (Refer to Sec. 150-016. - Off-street parking facilities; paving and drainage; lighting; landscaping; and minimum number of off-street parking spaces; off-street parking requirements for single-family residential and duplex zoning districts) *(Item was deferred at the 2/26/2024 Council Meeting Agenda)*

2) Councilman Santin – Request to consider drafting an ordinance to either add no overnight parking or overnight parking with time restrictions; additionally, two hour parking in the Gateway Overlay and CBD

D) Request by Councilman Santin to discuss the consideration of renaming Prince Field in honor of Douglas Orr, Prince Field at Douglas Orr Park

E) Request by Councilman Santin to discuss pedestrian safety at the Circle; directing the City Manager and City staff to help draft recommendations and possible solutions to help increase pedestrian safe mobility to the circle

F) Request by Staff to discuss HRS MGMT LLC, Food and Beverage Vendor at the Country Club

G) Appointment of Miami-Dade County League of Cities Director and Alternate for May 2024-25 session

**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, March 11, 2024 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 AND/OR PARTICIPATE IN THE MEETING**

- **ZOOM:** Meeting ID 863-9512-4146
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNqUxZRSw1UkhdHLQ/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](mailto: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](mailto: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](mailto:cityclerk@miamisprings-fl.gov)

**Call: 305-805-5006**

**Mail: 201 Westward Drive, Miami Springs, FL 33166**



## ***City of Miami Springs, Florida***

City Council Meeting

Regular Meeting Minutes

Monday, February 26, 2024 at 7:00 p.m.

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

In-Person/Virtual Council Meeting

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 Maria Puente Mitchell

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez. Ph.D.

Vice Mayor Jacky Bravo

Councilman Jorge Santin

City Manager JC Jimenez

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez

City Attorney Haydee Sera

Chief of Police Armando Guzman

Captain Jimmy Deal

Human Resources Director Bill Collins

2. **Invocation:** Offered by Mayor Maria Mitchell  
**Pledge of Allegiance:** The audience led in the pledge.

3. **Agenda / Order of Business:**

4. **Awards & Presentations:**

A) Swearing-in Ceremony of Police Officer Kevin Frias by Chief Guzman

**Mayor Mitchell welcomed Chief Guzman to the meeting. Chief Guzman proceeded to swear-in Officer Frias. Officer Frias thanked the Chief and Administration for the support and looks forward to serving the community.**

B) Promotion Ceremony by Chief Guzman - Police Officer Ronny Gonzalez to Police Sergeant

**Chief Guzman took a moment to share some background information on Officer Gonzalez; he proceeded to swear-in Officer Rodriguez as Sergeant. Sergeant Rodriguez thanked the Chief and Administration for the support and looks forward to serving the community.**

C) Swearing-in Ceremony of new Police Chief, Captain Jimmy Deal by former Police Chief Armando Guzman

**Chief Guzman spoke on Captain Deal's tenure and rising through the ranks in Miami Springs. Chief Guzman proceeded to swear-in Captain Deal as the new Chief of Police for the City of Miami Springs. Chief Deal thanked his friends and family, City Council and the Administration for the support over the years.**

D) Recognizing Chief Guzman's retirement and years of service as Miami Springs Chief of Police; recognizing nine years and one month of service (2015 to 2024)

**Mayor Mitchell and City Council recognized and thanked former Police Chief Guzman for his unwavering years of service to Miami Springs. She presented him with a plaque and read a letter sent by the State Attorney Katherine Fernandez-Rundle wishing him a well-deserved retirement. Former Chief Guzman thanked the City Council, City Administration, the Police Department and the residents of Miami Springs for the great years.**

E) Mayor and City Council Recognizing Nicolas Acosta as being selected as Miami-Dade County Public Schools Teacher of the Year Finalist; School Board Member Danny Espino; and Principal Nelson Gonzalez Present

**Mayor Mitchell and City Council recognized Mr. Nicolas Acosta for achieving the nomination of Teacher of the Year 2024. School Board Member Espino also expressed words of appreciation for a major accomplishment for local school and Mr. Acosta. Mr. Nelson expressed his gratitude for the achievement and stated that there is always next year.**

F) Mayor and City Council recognition of the Miami Springs Woman's Club for hosting the annual Health and Wellness Fair for the betterment of the community

**Mayor Mitchell and City Council recognized the Woman's Club for their continued efforts of providing community events and services that benefit local families. Members of the Woman's Club were available to accept the plaque.**

G) Mayor and City Council Recognizing STEAM students from Miami Springs Elementary Allison Diaz, Giovanni Tapanes, Natalie Perez, and Benjamin Owens who participated in the Mouse Trap Competition; Matias Cardenas, Joanna Abreu-Martinez, and Benjamin Owens who participated in the Robotics Competition; Averie Pearson who earned a Silver Medal for her Science fair Project and Marley Gonzalez who earned a Bronze Medal for her Science Fair Project, Ethan Gonzalez - participant in the Science Fair Project; Aria Pirrongelli, Jonathan Leyva, and Benjamin Owens who created, painted and presented the SECME banner; In addition, Miami Springs Elementary earned a Silver in the school designation program for Miami Dade County Public Schools

**Mayor Mitchell and City Council recognized the students from Miami Springs Elementary STEAM program. School Board Member Espino stated that he was proud of all of them and looks forward to seeing the innovations next year. The students were available to receive their certificates.**

**5. Open Forum: The following members of the public addressed the City Council: Michael Gavila, Morningside Drive; Steven Owens, 525 Cardinal Street; Bob Best, 1216 Ibis Avenue; Matthew Gonzalez, 1101 Swan Avenue.**

**6. Approval of Council Minutes:**

A) February 12, 2024 – Regular Meeting

**Councilman Fajet moved to approve the minutes of February 12, 2024 Regular Meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.**

**7. Reports from Boards & Commissions: None.**

**8. Public Hearings:**

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Adopting The City's Vulnerability Assessment And Adaptation Action Plan Report; And Providing For An Effective Date (Presentation by Jose Lopez, of B&A, on the Resiliency Assessment and Action Plan)

**Mr. Jose Lopez, Engineer for Bermello Ajamil, presented an oral and visual presentation. He answered the Councils questions.**

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

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

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Contract And Contract Addendum With Fireworks Displays Unlimited, LLC D/B/A Firepower Fireworks Displays For The City's 2024 Fourth Of July Fireworks Display In An Amount Not To Exceed \$22,000.00; Waiving Competitive Bidding Procedures; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One 2024 Ford Maverick Pickup 4x2 From Duval Ford, LLC In An Amount Not To Exceed \$26,313.28 Utilizing The Terms And Conditions Of The Florida Sheriffs Association Contract No. Fsa23-Vel 31.0 Pursuant To



Section 31-11(E)(5) Of The City Code; Declaring Certain Vehicles As Surplus Property; Authorizing The Sale Or Disposition Of Surplus Property; Providing For Implementation; And Providing For An Effective Date

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

**10. Old Business: None at this time.**

**11. New Business: None at this time.**

**12. Other Business:**

A) Request by James Fulton 1) for annual donation to the Boy Scouts Summer Camp; 2) Optimist Club request for BBQ event on March 9<sup>th</sup>, circle closure and donation

**Troop Master Vincent Vigna and James Fulton requested a donation to the Boy Scouts annual summer camp. Councilman Vazquez moved to approve an allocation of \$500.00 towards the Boy Scouts summer camp. Vice Mayor Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.**

B) Mayor Mitchell announcing City of Miami Springs has been nominated for the "2024 Safe Streets Summit Complete Streets Community Award" for the South Royal Poinciana (between East Drive and LeJune Road) Roadway Improvements Project

**Mayor Mitchell stated that recently the City of Miami Springs was nominated for the 2024 Safe Street Summit Complete Streets Community Award for the first time. She was thrilled that the South Royal Poinciana Boulevard Project was a successful project with safety at the forefront. She looks forward to the possibility of winning the award, but acknowledges the competition is fierce.**

C) Request by Mayor Mitchell to discuss the FDOT Iron Triangle public meeting held at Miami Springs Community Center on February 21<sup>st</sup>

**Mayor Mitchell updated the City Council on the project and the recent kick off public meeting they held on February 21<sup>st</sup> at the Community Center. She stressed the negative impact that this project will have on the City. She encourages everyone to keep informed of future meetings that are forthcoming.**

D) Request by Councilman Santin to:

1) Discuss and possibly take action on the 2023 Centennial Committee Report and proposal of events;

**The City Council gave general consensus to the Centennial Committee's proposed events in concept for the celebration as stated in the report. The City Manager will meet with Chair Arias and follow up with City Staff on certain details of the events.**

2) Direct staff to allocate funding for the "From Country Club Estates to Miami Springs: The Centennial History of an Incredible City" by Seth Bramson;

**The City Council gave general consensus to the Centennial Committee's request for funding to initiate the authoring of the book; City Manager and City Attorney will coordinate with the author on negotiating the terms of an agreement for the development of the proposed book.**

3) Direct staff to draft a Resolution approving the donation and acceptance of the JN-4 "Jenny" and NC-4 Airplane Sculpture and Glenn Curtiss Statue

**The City Council gave direction to staff to develop a Resolution for the donation. The City Manager stated that City Staff will be gathering information on the specification and details on the statutes and the Building Code requirements for installation.**

4) Direct staff to draft an agreement between Magic 13 Brewing Co. for a limited-edition beer for the Centennial Celebration

**The City Council directed staff to coordinate with the vendor on the terms of an agreement between the City in order to begin production of the limited edition of the beer.**

E) Request by Vice Mayor Bravo to discuss the following:

1) Request consensus from City Council to amend the current Code Sec.150-017 Recreational Vehicles

**Vice Mayor Bravo spoke on the concern of the increased number of recreational vehicles parked on private property in the City. It was general consensus of the City Council the Vice Mayor work with the City Attorney to develop a proposed Ordinance with the revisions discussed.**

2) Public Right of Way parking regulations referring to Single Family, Duplex, Multifamily/attached housing (Refer to Sec. 150-016. - Off-street parking facilities; paving and drainage; lighting; landscaping; and minimum number of off-street parking spaces; off-street parking requirements for single-family residential and duplex zoning districts)

**This item was deferred to the next Council meeting.**

### **13. Reports & Recommendations:**

A) City Attorney

**City Attorney Haydee Sera had no report at this time.**

B) City Manager

**City Manager JC Jimenez stated the War Memorial renovations bids are under review and being evaluated. He informed that one of the VAC trucks for stormwater are out of service due to repairs and staffing issues. The East Drive and Oakwood Drive roadway improvements recently started construction and a groundbreaking will take place March 11<sup>th</sup> with Senator Avila present. Assistant City Manager Tammy Romero provided upcoming City events.**

C) City Council

**Vice Mayor thanked the Boy Scouts for attending the meeting. She thanked former Chief Guzman for his service to the City; she congratulated Chief Deal for being appointed as Police Chief. Vice Mayor Bravo stated that the City Staff should look into review the Code Enforcement Citation Fees which seem a bit antiquated; and requested review of the current zoning map, as it may be out of date.**

**Councilman Santin thanked former Police Chief Guzman for his service and congratulated the new Chief, Chief Deal.**

**Councilman Fajet thanked the Vice Mayor for thoroughly looking into the RV Ordinance and bringing it forward. He also thanked the City Council for moving things along with the Centennial Committee events.**

**Councilman Vazquez thanked the former Chief of Police, Armando Guzman and congratulated Chief Deal on a well-deserved appointment.**

**Mayor Mitchell encouraged the public to attend the Parking Study Workshop on Wednesday, February 28th. She thanked everyone and all the staff.**

#### **14. Adjourn**

**There being no further business to be discussed the meeting was adjourned at 10:31 p.m.**

*Respectfully submitted:*

---

*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 26th day of February, 2024.*

---

*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:** 3/11/2024

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

**Via:** JC Jimenez, City Manager

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

**Subject:** GolfNow Premier Golf Card Program Marketing Agreement

---

Recommendation by Golf that the City of Miami Springs ratifying an agreement signed on February 20, 2024 to participate in the GolfNow Premier Golf Card Program Marketing Agreement commencing April 15, 2024 through April 15, 2025 with the option to renew annually. GolfNow is in the business of promoting golf as well as developing and implementing programs to increase the number of rounds of golf played worldwide. GolfNow has a marketing program designed to promote golf on certain select Golf and Country Clubs through the sale of its 'Premier Golf Card' which would be sold in our Golf shop located inside the Miami Springs Golf & Country Club.

**DISCUSSION:** After the success of our first-year trial in 2017, we were invited in 2018 to join as a revenue sharing 'Premier Golf Course' from April 2018 through March 2023. Generating a total amount of \$449,182.49 in additional revenues beyond our normal operating income during the summer months from 2018 to 2022. This program allows golfers to try various Golf Courses throughout the Greater Miami-Dade and Broward areas for a discounted price during the summer months and a percentage off during peak season. Participating in this GolfNow card program will market our golf course as one of the 'Premier Golf Courses' in the area, attracting new and returning guests back to our property.

Additional revenue earned breakdown per year through this program:

2018 - \$64,210.81  
2019 - \$60,572.80  
2020 - \$72,145.67  
2021 - \$120,431.15  
2022 - \$131,822.06

**FISCAL IMPACT:** None

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH GOLFNOW, LLC, FOR GOLF CARD MARKETING PROGRAM SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) desires to offer golf card marketing program services (the “Services”) in order to promote and encourage new and returning visitors to use the Miami Springs Golf and Country Club; and

**WHEREAS**, the City has historically contracted with GolfNow, LLC (the “Provider”) for the Services and has received \$449,182.49 in revenues from the Provider during the period of April 2018 to March 2023; and

**WHEREAS**, in anticipation of the reopening of the Miami Springs Golf and Country Club, the City Manager has entered into the Professional Services Agreement (the “Agreement”) attached hereto as Exhibit “A” with the Provider for the provision of the Services; and

**WHEREAS**, the City Council desires to ratify the Agreement with the Provider and authorize the City Manager to negotiate and execute a cover agreement, addendum, or other form of agreement to supplement the terms and conditions of the Agreement; 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. Ratification of Agreement.** That the City Council hereby ratifies the Agreement attached hereto as Exhibit “A” with the Provider for the Services.

**Section 3. Implementation.** That the City Manager is hereby authorized to negotiate and execute a cover agreement, addendum, or other form of agreement to supplement the terms and conditions of the Agreement and any renewals thereof, subject

to the approval of the City Attorney as to form, content, and legal sufficiency. The City Manager is further authorized to take such other action as may be necessary to implement the purpose and provisions of this Resolution and the Agreement.

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

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

Vice Mayor Jacky Bravo	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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

**GOLFNOW PREMIER GOLF CARD PROGRAM  
MARKETING AGREEMENT**

This agreement (the "Agreement") is entered into as of the date of full execution between GolfNow, LLC, an Florida limited liability company, located at 7580 Golf Channel Drive, Orlando, FL 32819 ("GolfNow") and \_\_\_\_\_, located at \_\_\_\_\_, ("Participating Club") (each individually a "Party" and, collectively, the "Parties").

WHEREAS, GolfNow is in the business of promoting golf as well as developing and implementing programs to increase the number of rounds of golf played worldwide;

WHEREAS, GolfNow has a marketing program designed to promote golf on certain select golf and country clubs through the sale of its 'Premier Golf Card' (as defined below) including Participating Club (the "Program");

WHEREAS, Participating Club desires to participate in the Program under the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

**1. TERM AND TERMINATION.**

- a. Term. The term (the "Term") of this Agreement shall be for twelve (12) months, commencing April 15, 2024, and ending on April 14, 2025. The Parties acknowledge that this Agreement may be fully executed prior to the start of the 2024 season, and as such, some obligations may commence prior to the start date of the Term.
- b. Termination. Either Party may terminate this Agreement in the event of: (i) any material breach of this Agreement that remains unremedied for a period of thirty (30) days following notice thereof; (ii) any breach (or breach similar thereto) once remedied pursuant to this provision, is thereafter repeated; or (iii) either Party ceasing to do business in the normal course or making a material assignment for the benefit of creditors.

**2. THE PROGRAM.** Each Party's obligations with respect to the Program are detailed in Exhibit A, attached hereto and incorporated by reference. Each Party hereby accepts and agrees to perform its respective obligations as outlined within Exhibit A.

**3. EXCLUSIVITY FOR GOLF CARDS.** During the Term, Participating Club agrees that GolfNow shall have the exclusive right to promote and marketing golf, golf related services, and tee times on Participating Club's golf course(s) through the marketing, sale and/or distribution of 'Premier Golf Card' to the public. "Golf Card(s)" shall mean cards, coupons, or any other marketing material denoting an affiliation with an entity, person, club or organization which affords the cardholder preferential golf or cart fees, free services, or other forms of discounts, rebates or discounted services in connection with playing golf. Participating Club agrees that during the Term it shall not enter into any agreements or arrangements with any other person or entity for the promotion



of either: (i) discounted golf through the sale of Golf Cards to the public; or (ii) similar marketing programs whereby a golfer may purchase from a person or entity other than Participating Club or GolfNow, the right to preferential rates, discounts, free services, or rebates in connection with playing golf on Participating Club's golf course(s). Further, Participating Club agrees that it shall not permit its name, or any golf course name or trademark associated with Participating Club, to be listed on advertising or promotional materials or used in any manner in connection with the marketing or advertising of any Golf Card other than the Program administered by GolfNow. In addition, Participating Club shall not offer any internal or independent summer membership programs for the period commencing April 15, 2024 through November 15, 2024 at any of Participating Club's golf course(s) or in combination with any other golf courses. Participating Club acknowledges and agrees that the exclusivity provisions outlined in this section are a material obligation of this Agreement and that failure to adhere to its terms will result in the forfeiture of any distribution due to Participating Club. Participating Club agrees to provide GolfNow with information on any current contractual agreement that may prevent compliance with this section prior to the execution of this Agreement.

4. **PRIVACY POLICIES AND TERMS OF USE.** Participating Club shall at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws and industry best practices (as determined by reference to the practices of similarly situated entities and the promulgations of applicable industry standards bodies); (b) make such policy and terms of use easily accessible to end users; and (c) comply with such policy and terms of use. GolfNow will maintain a separate privacy policy and terms of use.
5. **DATA SECURITY.** Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. GolfNow and Participating Club both represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. Each party agrees that it will use systems, tools and security and take commercially reasonable steps to ensure that the other Party's customer data hosted by it is not accessed, redistributed, duplicated, or modified. GolfNow shall be free to provide certain required levels of access to contracted third party vendors that may need access to such data in order to provide services under this Agreement.
6. **RECORDS; AUDIT.**
  - a. **Books and Records.** Participating Club is responsible for the accurate management of its participation in the Program. Participating Club will maintain at its offices complete and accurate books, records and supporting data, and other sufficient detail, relating to its participation in the Program hereunder in accordance with, and for such period as required by, generally accepted accounting principles or applicable law. Such information at a minimum shall include: card inventories, records of rounds related to the Program, and documentation relating to proper adherence to the Program's policies. Participating Club is responsible for reporting its monthly rounds reports and receipts to GolfNow within five (5) days of the previous month's reporting period. Without limiting the

foregoing, during the Term and for five (5) years thereafter, or for such longer period as may be required by GolfNow, Participating Club will maintain such books and records: (a) for financial or tax purposes required by any government agency, or by any applicable law; or (b) in connection with any ongoing or threatened litigation, suit or proceeding.

- b. Audit. GolfNow, its employees, agents and representatives (including independent auditors) will have the right to, at any time during normal business hours and upon at least seventy-two (72) hours' notice, to inspect and audit such books and records of Participating Club which: (a) may relate to the performance of, or transactions related to, the Program; or (b) will permit an adequate evaluation of the costs and fee data related thereto and/or Participating Club's compliance with this Agreement. Participating Club will cooperate fully with GolfNow or its designees in connection with any audit functions or any inspections. Any adjustments in favor of GolfNow arising from any such audit of Participating Club will be recognized as an adjustment of any future payment due to Participating Club or, if no future payment is so due, Participating Club will promptly pay the amount of any such adjustment to GolfNow.

## **7. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

- a. GolfNow represents and warrants to Participating Club the following:
  - i. Authority. It has full power and authority to enter into this Agreement and its signatory is duly authorized and empowered to sign this Agreement on its behalf.
  - ii. Binding Obligation. It has obtained all necessary approvals for its execution delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
  - iii. No Conflicting Agreements. It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.
  - iv. Applicable Laws. It will, at all times during the Term, abide by and comply with all applicable laws and regulations in connection with the performance of its obligations under this Agreement.
- b. Participating Club represents, warrants and covenants to GolfNow the following:
  - i. Authority. It has full power and authority to enter into this Agreement and its signatory is duly authorized and empowered to sign this Agreement on its behalf.
  - ii. Binding Obligation. It has obtained all necessary approvals for its execution delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
  - iii. No Conflicting Agreements. It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

- iv. Applicable Laws. It will, at all times during the Term, abide by and comply with all applicable laws and regulations in connection with the performance of its obligations under this Agreement.

8. **LIMITATION OF LIABILITY**. EXCEPT FOR THIRD PARTY LIABILITIES, INDEMNIFICATION AND BREACHES OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

9. **INDEMNIFICATION**.

- a. Indemnification by Participating Club. Subject to the limitation of liability outlined above, Participating Club agrees to indemnify, defend (at Participating Club's sole expense) and hold harmless GolfNow, its subsidiaries, affiliates, successors, and assigns and their respective shareholders, directors, officers, employees, representatives, and agents from and against all damages, losses, expenses, claims, demands, causes of action, debts or liabilities, including reasonable attorneys' fees, arising out of or in connection with: (a) any alleged breach of the representations or warranties made by Participating Club under this Agreement; and (b) the negligent or wrongful performance of, or failure to perform, by Participating Club or Participating Club's agents and/or employees, any duties or obligations under this Agreement.
- b. Indemnification by GolfNow. Subject to the limitation of liability outlined above, GolfNow agrees to indemnify, defend (at GolfNow's sole expense) and hold harmless Participating Club, its subsidiaries, affiliates, successors, and assigns and their respective shareholders, directors, officers, employees, representatives, and agents from and against all damages, losses, expenses, claims, demands, causes of action, debts or liabilities, including reasonable attorneys' fees, arising out of or in connection with: (a) any alleged breach of the representations or warranties made by GolfNow under this Agreement; and (b) the negligent or wrongful performance of, or failure to perform, by GolfNow or GolfNow's agents and/or employees, any duties or obligations under this Agreement.
- c. Procedure for Indemnification. Participating Club and GolfNow agree to give each other prompt notice of any claim or liability to which the other's indemnity obligation may apply. The indemnified party shall cooperate fully, at the expense of the Party giving the indemnity, in the defense or settlement of any claim or liability. The indemnified Party also may participate with separate counsel engaged at its reasonable expense in the defense of any such claim or liability.

10. **ASSIGNMENT**.

- a. By Participating Club. Because this Agreement is for rights unique to Participating Club, none of Participating Club's rights or obligations may be assigned, by operation of law or otherwise, without GolfNow's prior written consent (which consent may be granted, withheld or conditioned in GolfNow's sole discretion). Any assignment that violates the

terms of this provision is void. Further, in the event of the merger or consolidation of Participating Club with, or acquisition by, any other entity, GolfNow shall have the right to terminate this Agreement by so notifying Participating Club in writing on or before sixty (60) days after GolfNow has received written notice of such merger or consolidation.

- b. By GolfNow. GolfNow may assign all or part of its rights and obligations under this Agreement to: (i) any of its divisions, affiliates or subsidiaries; (ii) its parent company; or (iii) any of its parent company's divisions, affiliates or subsidiaries. A sale of substantially all of the stock or assets of GolfNow, or the reorganization or merger of GolfNow, shall not constitute an assignment of this Agreement.

11. **NOTICES.** All notices and other communications shall be in writing and either: (i) delivered personally to the addressee; (ii) mailed to the addressee by certified or registered mail or express mail, postage prepaid; or (iii) sent to the addressee by a nationally recognized overnight delivery service, service charges prepaid, in each case, addressed or sent, to the appropriate addresses hereinafter set forth (or to such other addresses as a Party may designate by notice to the other Party):

For Participating Club (if left blank, notices will be sent to the address and contact person listed in the signature block):

Address Line #1 -

Address Line #2 -

City, State, Zip -

Attention:

For GolfNow:

7580 Golf Channel Drive

Orlando, FL 32819

Attention: Legal Department

12. **CONFIDENTIALITY.** This Agreement and its terms and conditions are confidential and may not be disclosed by any Party without the prior written consent of the other Party except: (a) to a Party's affiliates and its and their respective officers, directors, employees, representatives, agents and advisors; and (b) as required by applicable law, rule, regulation, judicial or governmental order, subpoena or other legal process, or at the request of any governmental or regulatory agency or authority having or asserting jurisdiction. Each Party will cause its affiliates and their respective officers, directors, employees, representatives, agents and advisors to comply with the provisions of this section.

13. **GOVERNING LAW.** This Agreement, and any disputes arising hereunder, will be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its choice of law principles. All disputes arising hereunder will be submitted exclusively to the jurisdiction of the state and federal courts located in Orange County in the State of Florida, and each Party hereby

irrevocably consents to the jurisdiction of such courts and hereby waives all objections thereto. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

14. **INDEPENDENT CONTRACTOR RELATIONSHIP; NO AGENCY**. The Parties hereby acknowledge and agree that GolfNow is an independent contractor and not an employee, agent, joint venturer or partner of Participating Club or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship between the Parties as a result of this Agreement. Neither Party shall have any power to obligate or right to bind the other Party.
15. **KNOWING AND VOLUNTARY**. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The Parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter and not in reliance upon any representation or promises made by any party, its attorneys or its agents.
16. **MISCELLANEOUS**. This Agreement (including all documents incorporated herein by reference, if any) contains the entire agreement between the Parties relating to the subject matter hereof, and supersedes any and all other agreements, representations or warranties of the Parties in connection with such subject matter. No modifications of this Agreement or waiver of the terms and conditions of this Agreement shall be binding upon any Party, unless approved in writing: (a) in the case of a modification, by each of GolfNow and Participating Club; or (b) in the case of a waiver, by the Party against whom the waiver is to be effective. If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, that provision will be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement will remain valid and enforceable in accordance with its terms. In the event that any language of this Agreement is found to be ambiguous, each Party shall have an opportunity, in any arbitration or other legal proceeding, to present evidence as to the actual intent of the Parties with respect to any such ambiguous language. The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise, thereof, or the exercise of any other right, power or privilege hereunder. All references to "including" mean "including, without limitation,." This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument. Documents, including signatures, transmitted via telecopier and/or electronic mail shall have the full force and effect as original documents.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement

effective as of the date of full execution.

AGREED TO AND ACCEPTED:

**Participating Club**

**GolfNow, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

State/City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**Fixed 2024 Premier Card Rates for the time period of April 15, 2024 – November 15, 2024 (including weekdays and weekends/holidays):** \_\_\_\_\_

**EXHIBIT A**  
**PREMIER GOLF CARD PROGRAM**

PREMIER GOLF CARD PROGRAM BENEFITS

*Single, Corporate and Junior Premier Golf Card Holders*

- Each cardholder will receive unrestricted Program rate access seven days a week at Participating Club's golf course(s) from April 15, 2024 to November 15, 2024 (the "Summer Timeframe") at rates not to exceed Forty Five Dollars (\$45) per person on weekdays, weekends and holidays.
- From November 16, 2024 through April 14, 2025 (the "Winter Timeframe"), each cardholder is guaranteed to receive a 10% - 20% discount off of Participating Club's lowest applicable rate at the Participating Club's golf course(s).

*Senior Premier Golf Card Holders*

- Each cardholder will receive unrestricted Program rate access on weekdays only (excluding Memorial Day, Independence Day, and Labor Day) at Participating Club's golf course(s) during the Summer Timeframe at rates not to exceed Forty Five Dollars (\$45) per person on weekdays.
- During the Winter Timeframe (weekdays only), each cardholder is guaranteed to receive a 10% - 20% discount off of Participating Club's lowest applicable rate at the Participating Club's golf course(s).

*Use of Golf Carts*

- Premier Golf Card holders shall be required to use golf carts provided to them by Participating Club, and shall pay the applicable 18-hole Program rate.

*Additional Benefits to Premier Golf Card Holders*

- Subject to availability, Premier Golf Card holders will be entitled to reserve starting times five (5) days in advance. If Participating Club offers advance tee times to the general public that exceeds the five (5) day advance window, the Participating Club shall extend the same privilege to Premier Golf Card holders. **Participating Club acknowledges and agrees that the ability to reserve advance tee times is a material element of this Agreement and a significant benefit of the Program. Participating Club agrees that once it finds itself within its published advanced tee time window for Premier Golf Card holders, it is obligated to book Premier Golf Card holder tee times, even during traditionally busy times, including weekend mornings. THE "BLOCKING" OR WITHHOLDING OF AVAILABLE TIMES FROM A PREMIER GOLF CARD HOLDER IS A VIOLATION OF THIS AGREEMENT, AND PARTICIPATING CLUB AGREES THAT GOLFNOW (IN ITS SOLE DISCRETION) MAY EITHER (I) APPLY APPLICABLE FINES (AS OUTLINED BELOW) OR (II) IMMEDIATELY TERMINATE THIS AGREEMENT.**

### GOLFNOW'S PROGRAM OBLIGATIONS

GolfNow agrees to utilize commercially reasonable efforts to promote golf at Participating Club's golf course(s) through the Program. GolfNow will perform the following obligations:

- Selling and distribution of the Premier Golf Card to the general public through its marketing and distribution channels.
- Creating and implementing a marketing and advertising campaign to promote the Premier Golf Card and to encourage purchasers of the card to play golf on Participating Club's golf course(s).
- Collecting revenues generated from the sale of the Premier Golf Card and distributions to Participating Club as outlined below.

### PARTICIPATING CLUB'S PROGRAM OBLIGATIONS

Participating Club agrees to participate in the Program and perform the following obligations:

- Participating Club must be a GolfNow partner for distribution of online tee times.
- Participating Club shall accept all Premier Golf Card holders and provide each cardholder all Program benefits at all of its golf courses under the terms and conditions outlined in this Agreement.
- Participating Club agrees that it shall maintain the highest standards of quality of service, facilities, and golf course conditions.
- Participating Club hereby grants GolfNow a license to use its trade name, trademarks and/or service marks in advertising, or promotional materials in conjunction with the marketing of the Program.
- Participating Club shall not offer any special promotions, discounts, or incentives related to the sale of the Premier Golf Card.
- By February 07, 2024, Participating Club shall submit to GolfNow its executed agreement and fixed summer weekday and weekend/holiday Premier Golf Card rates for the Summer Timeframe; rates must not exceed Forty Five Dollars (\$45) per person per round.
- Participating Club shall actively promote the Program through its marketing channels and pro shop, including the following:
  - Prominent display of all Premier Golf Card marketing materials in Participating Club's pro shop including banners, brochures, buttons and other marketing items.
  - Proper training (and re-training when appropriate) of Participating Club's staff on the Program; engagement in continuous training throughout the Program's duration.
  - Proactive promotion of the Program and Premier Golf Card sales at all point of sale opportunities.
  - When applicable, inclusion of GolfNow approved Program language in Participating Club's newspaper ads, direct mail advertising and other marketing promotions.



- Participating Club agrees to accept a mutually agreed upon allotment of Premier Golf Cards for sale at Participating Club's golf course(s). Participating Club accepts full responsibility for the full value of such cards, including any lost, missing, or unaccounted for cards. On September 15, 2024, Participating Club shall return all unused cards to GolfNow, and shall provide with the full gross revenue dollars for all cards sold through this allotment.
- Participating Club will receive one (1) 'Corporate' level Premier Golf Card package (four [4] transferable cards) for its own use.

#### PREMIER GOLF CARD PROGRAM CARDHOLDER PRICING

The Parties agree to sell the Premier Golf Card at the following rates for 2024:

	<b>Regular Price Sales</b>	<b><i>Effective July 1, 2024</i> Reduced Price Sales</b>
Single <i>One (1) Non-transferable Card</i>	\$425.00	\$275.00
Junior (18 and under) <i>One (1) Non-transferable Card</i>	\$250.00	\$150.00
Corporate <i>Four (4) Transferable Cards</i>	\$2,600.00	\$1,800.00
Senior (55 and older) <i>One (1) Non-transferable Card</i>	\$300.00	\$200.00

#### PROGRAM SAVINGS

If Participating Club offers promotional, discount or advertised special rates for its normal designated golf rate, Participating Club agrees that for each 18-hole round of golf, Premier Golf Card holders will be guaranteed a minimum savings as stipulated below:

<b>MANDATORY 18-HOLE MINIMUM PREMIER GOLF CARD HOLDER PRICE SAVINGS</b>	
Program Rates vs. Promotional/Public Rates	
Summer Timeframe	
Weekdays	\$20.00
Weekends & Holidays Before 12:00 p.m.	\$30.00
Weekends & Holidays After 12:00 p.m.	\$25.00
Twilight (Every day after 3:00 p.m.)	\$10.00

<b>MANDATORY 18-HOLE MINIMUM PREMIER GOLF CARD HOLDER PRICE SAVINGS</b>	
Program Rates vs. Promotional/Public Rates	
Winter Timeframe	
Weekdays	10% - 20% discount off of Participating Club's lowest applicable rate
Weekends & Holidays Before 12:00 p.m.	
Weekends & Holidays After 12:00 p.m.	
Twilight (Every day after 3:00 p.m.)	

- Program posted cart fees **MAY NOT** be lowered to maintain savings. Participating Club may take a **one-time** savings exception for a one day charity event or one round promotional give-away. For the avoidance of doubt, this one-time exception shall not apply to mini-groups (weekly or monthly), all golf wholesalers, internet specials, etc.
- The savings outlined in this section shall not apply to Participating's Club's GolfNow trade times.
- Participating Club may lower its applicable 18-hole Twilight rate only, as long as the minimum savings is maintained for Premier Golf Card holders.

#### PENALTIES/FINES

Participating Club agrees that its failure to abide by the terms of this Agreement, including failing to properly maintain the above-mentioned savings, will result in the following penalties (which Participating Club hereby accepts):

<b>PROGRAM PENALTIES</b>	
First, Second and Third Violation	\$1,000 Fine per violation
Fourth Violation	\$5,000 Fine
Fifth Violation	<b>LOSS OF ANY FUTURE DISTRIBUTIONS FOR THE TERM AND IMMEDIATE TERMINATION OF THIS AGREEMENT. IN ADDITION, GOLFNOW MAY BAN PARTICIPATING CLUB FROM FUTURE PARTICIPATION IN THE PROGRAM.</b>

- As a material obligation of this Agreement, in addition to the fines outlined above, Participating Club agrees that if it is listed on any other golf card or participates in any other summer membership program outside of the Program, GolfNow may impose a Five Thousand Dollar (\$5,000) fine. Upon notice of this particular violation, Participating Club shall remove itself from the third party program(s) within five (5) days. If Participating Club is not removed from said program(s), Participating Club agrees that it shall forfeit any distributions due to it under this Agreement, and GolfNow shall have the right to immediately terminate this Agreement.
- Participating Club agrees that GolfNow may withhold any amounts due to Participating Club in order to satisfy any fine levied against Participating Club.
- Participating Club agrees that typos, misunderstandings, failure to review proofs, carelessness and other mistakes made by Participating Club shall not be grounds for avoiding penalties and fines. Participating Club agrees to be diligent in the offers it publishes and the third party agreements that it enters into during the Term.

#### DISTRIBUTION OF REVENUE FROM PREMIER GOLF CARD SALES

Revenues from the sale of the Premier Golf Card shall be distributed to Participating Club as follows (on or around June 15<sup>th</sup> and December 1<sup>st</sup>, subject to change at GolfNow's discretion):

1. *Commission on Premier Golf Cards Sold directly by Participating Club, an Approved Premier Card*

*Affiliate, or Online* – GolfNow shall pay Participating Club as follows for each Premier Golf Card sold by Participating Club at either Participating Club’s golf course(s), approved affiliates, or online (via the kiosk in the pro shop or corresponding website):

Card Sales	Commission Payment to Participating Club
0-150	5%
151-300	10%
301+	20%

For the purposes of calculating commission, GolfNow shall be considered a Participating Club regarding its online sales of the Premier Golf Cards.

2. *Overall Revenue Distribution* – If Participating Club meets the eligibility requirements outlined below, it shall be entitled to an Overall Revenue Distribution share calculated as follows:

- **First**, GolfNow shall take the overall revenue from sales of the Premier Golf Card and deduct a reimbursement to itself for all operating expenses related to the administration of the Program including, sales and marketing expenses, taxes, credit card fees, commissions, personnel, reserves for future expenses, etc.
- **Second**, GolfNow shall then take the remaining revenue and deduct a management/consulting fee equal to the net revenue remaining divided by the number of eligible golf courses participating in the program (the “Consulting Share”). The Consulting Share will be payable to Professional Course Management (“PCM”).
- **Third**, GolfNow shall then take the remaining revenue and distribute to Participating Club as follows:
  - Share Distribution: Fifty Percent (50%) of the remaining net revenue shall be divided equally by the total number of eligible clubs participating in the 2024 Program. Participating Club shall receive one (1) equivalent share of this distribution.
  - Rounds Distribution: Fifty Percent (50%) of the remaining net revenue shall be distributed as a percentage of Program rounds based on the total number of Program rounds played at each eligible company’s golf course(s) during the Summer Timeframe. Participating Club shall receive a distribution using this calculation based on the actual number of Program rounds played at Participating Club’s golf course(s). All Program rounds will be verified by GolfNow.

By way of example, if the total revenue for the Program in 2024 is One Million Two Hundred Fifty Dollars (\$1,250,000), the total administrative expenses for the Program are Two Hundred Fifty Thousand Dollars (\$250,000), and there are ten (10) eligible clubs participating in the Program, Participating Club's Overall Revenue distribution fee would be calculated as follows (**all figures used in this example are for demonstration purposes only and do not reflect actual figures or expenses related to the Program**):

- **First**, Program Operating Expenses: \$250,000 to GolfNow
    - $\$1,250,000 - \$250,000 = \$1,000,000$  remaining
  - **Second**, Consulting Share: (Net Revenue Remaining)  $\div$  (# of eligible clubs participating)
    - $\$1,000,000 \div 10 = \$100,000 =$  Consulting Share
    - $\$1,000,000 - \$100,000 = \$900,000$  remaining
  - **Third**, Participating Club's distribution
    - Share Distribution: (50% of Remaining Revenue)  $\div$  (# of eligible clubs participating)
      - $\$450,000 \div 10 = \$45,000$
    - Rounds Distribution: (50% of Remaining Revenue)  $\times$  (# of Program Rounds at Participating Club's golf course(s)  $\div$  Total Program Rounds)
      - Participating Club's Rounds – 500; Total Program Rounds – 2,500
      - $(\$450,000) \times (500/2500) = \$90,000$
  - Under this example, the total distribution to Participating Club would be \$135,000.
3. *Eligibility Requirements* – In order to be eligible for the Overall Revenue Distribution share outlined above, Participating Club must sell a minimum of two hundred (200) Premier Golf Cards if this is Participating Club's first year in the Program, or one hundred fifty (150) Premier Golf Cards if Participating Club is returning to the Program (the "Minimum Sales"). Golf courses with common ownership may combine sales to meet the minimum eligibility requirements. For the avoidance of doubt, Participating Club agrees that under no circumstances shall it be eligible for an Overall Revenue Distribution share if it does not sell the minimum number of Premier Golf Cards outlined above. In the event a Participating Club fails to meet the Minimum Sales requirement described above on or before June 15, 2024, but desires to remain eligible for the Overall Revenue Distribution, the Participating Club must: (1) be no more than twenty five (25) cards short of the applicable Minimum Sales number; and (2) reimburse GolfNow at the regular price of a Single Premier Card for each card Participating Club was short of the applicable Minimum Sales number. For the avoidance of doubt, this reimbursement amount shall be deducted from the Participating Club's first distribution check.



# AGENDA MEMORANDUM

**Meeting Date:** 2/26/2024

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

**Via:** JC Jimenez, City Manager

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

**Subject:** Dobbs Equipment

---

## RECOMMENDATION:

Recommendation by Golf that Council waive the competitive bid process in the best interests of the City because of the additional costs related to diagnostics fees and transporting the tractor and approve an expenditure to Dobbs Equipment, in an amount not to exceed \$25,791.57, for tractor engine replacement as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:** We had to tow our 20-year-old John Deere tractor to Dobbs Equipment as it began showing signs of engine problems and failure. Once at the Dobbs Equipment it was determine that the motor was inoperable and needed to be replaced. This tractor is used every week at the Golf course for topdressing greens, removing debris and loading and unloading equipment. It also serves as a backup tractor should any other department requests.

**Submission Date and Time:** 2/21/2024 9:23 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>1,000.00</u>
		Current request: \$ <u>25,791.57</u>
		Total vendor amount: \$ <u>26,791.57</u>

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO DOBBS EQUIPMENT, LLC FOR THE PURCHASE OF A REPLACEMENT TRACTOR ENGINE AND RELATED INSTALLATION SERVICES IN AN AMOUNT NOT TO EXCEED \$25,791.57; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) desires to purchase a remanufactured diesel engine (the “Equipment”) to replace a tractor engine that has failed in order to facilitate the provision of the Golf Department’s day-to-day operations; and

**WHEREAS**, as a result of the unanticipated tractor engine failure, City Staff requested a quote from Dobbs Equipment (the “Vendor”) for the purchase and installation of the Equipment, which quote is attached hereto as Exhibit “A” (the “Quote”); and

**WHEREAS**, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Equipment and related installation services as being in the best interest of the City; and

**WHEREAS**, the City Council desires to approve the purchase of the Equipment and related installation services from the Vendor consistent with the Quote attached hereto as Exhibit “A” in an amount not to exceed \$25,791.57 pursuant to Section 31-11(E)(6)(g) of the City Code; 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. Approval.** That the City Council hereby approves the purchase of the Equipment and related installation services from the Vendor consistent with the Quote in an amount not to exceed \$25,791.57 pursuant to Section 31-11(E)(6)(g) of the City

Code.

**Section 3. Waiver.** That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of Equipment and related installation services as being in the best interest of the City.

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$25,791.57.

**Section 5. 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	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 11<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
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



**DOBBS****EQUIPMENT**

Location:	<b>MIAMI</b>	 <b>JOHN DEERE</b>
Telephone:	OFFICE (305) 592-5740 FAX (305) 513-4553	

**THIS IS ONLY AN ESTIMATE**

CUSTOMER	ACCT NAME	CITY OF MIAMI SPRINGS			ACCOUNT			
	ADDRESS/CITY							
	R/O #	285199		FL	ZIP CODE			
	EST REQ BY	ED HENRY			QNO			
MACHINE	MFGR	JOHN DEERE	MODEL	310SG	S/N	959634	SMR	5597
	EQUIPPED WITH							
	PREPARED BY:	<b>Cristian Guzman</b>					DATE	02/19/24

Description of repair	Parts	Labor
Diagnostic, test and quote		\$480.00
DIESEL ENGINE REMAN SWAP (INCLUDES)	\$18,511.57	\$6,400.00
Diesel engine reman		
engine oil filter		
fuel filters		
air filter		
engine oil filter		
coolant		
hydraulic oil (refill)		

**Note: Will advise of additional parts or labor needed after teardown.**

\*\*\*Estimate excludes sales tax, fees, oils, mileage, incoming freight and additional charges for parts/labor not included in the above mentioned.\*\*\*

This estimate does not obligate customer or Dobbs in any way. Should Customer later request Dobbs to perform the work, and if Dobbs agrees to do so, the work will be performed in accordance with Dobbs customary terms and conditions. Reusing old hardware is not recommended due to corrosion, rust and stretch factors. If old hardware is reused, Dobbs is not responsible for items that loosen up after installation.

Parts	\$18,511.57
Labor	\$6,880.00
Environmental Fee	\$200.00
Shop Supply Fee	\$200.00
<b>TOTAL</b>	<b>\$25,791.57</b>

For additional information about this estimate contact:

Cristian Guzman

Estimate Valid Until: \_\_\_\_\_  
Customer PO No.: \_\_\_\_\_

Date: 02/19/24

Customer Signature: \_\_\_\_\_

**Sec. 8.01. - Appointments; establishing departments.**

(1) The Council shall by ordinance appoint and prescribe the compensation of the following officers who shall not be members of the Council but who shall serve at the will of the Council: City Manager, City Clerk, City Attorney, and such additional professional assistants as may be necessary and proper in order for the Council to carry out its duties. The City Council shall, at its first regular meeting in March of each year cause a vote of confidence to be taken as to the continued services of said officers and professionals who shall serve at the will of the Council. Vote of confidence as to the City Manager shall be only in accordance with [§ 4.02](#)(2).

*(Amend. Ord. 650-80, passed 12-8-80)*



# AGENDA MEMORANDUM

**Meeting Date:** 3/11/2024

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

**Via:** JC Jimenez, City Manager

**From:** Chris Chiocca, Finance Director

**Subject:** HRSMGMT, LLC Food and Beverage Concession Services

---

## **DISCUSSION:**

The golf course closed for renovations on March 26, 2023, and is still closed at this point in time. It is anticipated the course will be reopening in the next few weeks.

Based on our meetings with HRSMGMT, LLC on December 5<sup>th</sup>, 2023, and February 8, 2024, it was discussed, and we agreed upon a rent reduction of 28% for the months of July 2023 to March 2024. Unpaid rent for those months is \$48,567.51, including amounts deferred from 2020, and sales tax.

The total amount of the requested reduction is \$14,773.04, off of annual payments not including sales tax.

Rent for the months of April 2024 to June 2024 are to be paid in full, including the amounts deferred from 2020.

## Erika Gonzalez-Santamaria

---

**From:** MDCLC <MDCLC@BELLSOUTH.NET>  
**Sent:** Friday, February 23, 2024 9:48 AM  
**To:** Maria P. Mitchell  
**Cc:** Erika Gonzalez-Santamaria  
**Subject:** MDCLC Board appointment

**Importance:** High



Dear Mayor Mitchell:

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

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

Allow this letter to serve as a kind reminder that you are required to designate a Director and an alternate to represent your municipality on the MDCLC's Board preferably before **April 12, 2024**. Please send us a note to the League office naming your appointments.

Thank you for your continued cooperation and support.

Sincerely,

Richard Kuper, Esq.  
Executive Director  
Miami-Dade County League of Cities  
**2655 S. Le Jeune Road, Suite 1014**  
**Coral Gables, FL 33134**  
(305) 416-4155  
Follow MDCLC  
[www.mdclc.org](http://www.mdclc.org)

