





**OFFICE OF THE CITY CLERK  
MEMORANDUM**

**TO:** Honorable Mayor Billy Bain and Members of the City Council  
**FROM:** Magali Valls, City Clerk *M. Valls*  
**DATE:** March 1, 2011  
**SUBJECT:** **City Council Advisory Board Vacancy**

\*\*\*\*\*

As mandated in Section 32.02 (A) (2) of the Code of Ordinances: *"Unless otherwise provided by ordinance, any member of any city board, which is scheduled to meet on a monthly basis, who fails to attend any three regular or special meetings of such board during any 12-month period, shall be deemed to have resigned their membership position on such board. The remainder of the term of such resigned board member shall be filled in the manner provided by law."*

In accordance with the foregoing, the following vacancy has been created by absence:

<u>BOARD/INCUMBENT</u>	<u>APPOINTMENT TO BE MADE BY</u>
Education Advisory Board Debra Sheridan	Councilman Dan Espino Group II

The term of office of the Education Advisory Board member expires on May 31, 2011 and an appointment for the unexpired term by Councilman Espino is in order.

The appointment to fill the vacant position will be scheduled for the March 14, 2011 City Council Regular Meeting.

cc: City Manager  
Assistant City Manager  
City Attorney  
Affected Board Member  
Board Secretary



OFFICE OF THE CITY CLERK  
MEMORANDUM

TO: Honorable Mayor Bain and Members of the City Council  
FROM: Magalf Valls, City Clerk  
DATE: March 1, 2011  
SUBJECT: PENDING BOARD APPOINTMENTS

\*\*\*\*\*

The following appointments are pending:

APPOINTING COUNCILMEMBER	CURRENT MEMBER	TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<b><u>Disability Advisory Board</u></b>				
Councilman Espino – Group II	VACANT*	12/31/2010	VACANT	VACANT
Vice Mayor Ator – Group IV	Roxana Garciga	12/31/2010	08/12/2002	12/10/2007
<b><u>Ecology Board</u></b>				
Vice Mayor Ator (Group IV)	VACANT**	04/30/2013	05/11/2009	04/12/2010
<b><u>Education Advisory Board</u></b>				
Councilman Espino – Group II	Debra Sheridan	05/31/2011	06/25/2007	09/28/2009
<b><u>Historic Preservation Board</u></b>				
Councilman Espino (Group II)	Yvonne Shonberger	02/28/2011	06/13/2005	02/11/2008
Vice Mayor Ator – Group IV	M.A. Goodlett-Taylor***	01/31/2010	01/24/1983	01/22/2007

\* Peter Newman resigned on August 1, 2009.

\*\* Amy Klose resigned on January 24, 2011.

\*\*\* Council confirmation required per §153.11 of the City Code of Ordinances: “..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.....”

cc: City Manager  
Assistant City Manager  
City Attorney  
Affected Board Members



# CITY OF MIAMI SPRINGS

---



City Manager Department  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5010

TO: Honorable Mayor Bain and Members of the City Council  
VIA: James R. Borgmann, City Manager *JRB*  
FROM: Ronald K. Gorland, Assistant City Manager  
SUBJECT: Golf Course Marketing Plan Update  
DATE: March 10, 2011

---

Staff has met with four possible firms to help us with marketing and have narrowed it down to two: Ed Getherall of National Golf Foundation and Michael Kahn of Golfmak Inc., who is not quite as well known but also comes with great references. Both NGF and Golfmak are well known to municipal golf courses with great references. Both firms have been asked to provide us "assessment" quotes (attachment "A" & "B") because marketing programs begin with the course itself.

As an indication, Golfmak has quoted \$2,500 for a 3 day assessment and states that their initial recommendations which, if adopted, typically covers their assessment fee. NGF has quoted \$5,000 for a two day assessment. We are negotiating further to bring the two quotes into sync so that we can fully document the cost/benefit of each. We expect to complete this phase early next week and schedule the initial assessment as quickly as possible thereafter.

Subsequent to the initial assessment we will return to Council with a recommendation now targeted for the March 28<sup>th</sup> meeting.

Agenda Item No.

City Council Meeting of:

MARCH 14, 2011



(305) 805-5010  
[borgmannj@miamisprings-fl.gov](mailto:borgmannj@miamisprings-fl.gov)

March 8, 2011

James R. Borgmann  
City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

**Proposal #211015**

**Re: Miami Springs Golf & Country Club Summary Operations Review**

Dear Jim:

The NGF has prepared a proposal to provide professional consulting services related to the continued operation of the City's Miami Springs Golf & Country Club. It is our understanding that the revenues at the golf course are not sufficient to cover all operating expenses, and that the City is seeking assistance in understanding the economics of the golf operation in the context of realistic expectations for similar municipal golf courses in this golf market. NGF's initial cursory review of operations will focus on facility marketing and golf course maintenance, and help identify deficiencies, as well as potential areas of opportunity going forward.

**SCOPE OF SERVICES**

As I discussed with Mike Aldridge, this proposal has been designed to provide the appropriate level of due diligence so that the City can evaluate the key issues at hand prior to proceeding with a course of action or performing a more comprehensive operations review in Fiscal Year 11-12. In summary, NGF Consulting sees its role as assisting the City of Miami Springs with the following:

1. Providing an on-site two-day review of the Miami Springs Golf & Country Club to help identify key issues related to its continued operation.
2. Providing assistance to the City in evaluating the performance of the golf course in comparison to industry norms for municipal golf operations, with an emphasis on marketing budgets, activities and strategies, and golf course maintenance standards and budgets.

Upon receiving your authorization to proceed, NGF Consulting will arrange for the two-day visit to Miami Springs G&CC. During this time the consultants will:

- Meet with key golf facility staff to obtain information on the current golf operation. This will provide NGF Consulting with the necessary background on the City golf operation and allow golf facility staff on-site access to NGF consultants.

- Collect from the City relevant data, budgets, and marketing materials that pertain to the golf operation (see below). Although our review will not include an official audit of the financial aspects of the golf operations, the financial records will assist in our understanding of the golf operation and help to identify potential problem areas.
- NGF Consulting will conduct a preliminary review of the present physical condition of the subject golf facility and identify key areas that are deficient and/or in need of improvement. The focus of the NGF Consulting review will be to identify key physical areas that could be enhanced to either (1) improve revenue performance; or (2) reduce expenses in the operation.

## DELIVERABLE

The deliverable for this engagement will be a concise memo report of findings and recommendations. In order to complete this task appropriately, the City will be asked to provide to the NGF team relevant information and data on Miami Springs G&CC such as:

- The last three full years of summary financial records, budgets, activity reports, concession agreements, and marketing plans. Specific items to be requested from the City include:
  - Historic information on rounds of play, annual/season pass levels, etc.
  - Approved FY 2011 budget with future revenue and expenditure projections
  - List of identified capital improvement projects
  - Other relevant information that may be useful for understanding the property

## PROJECT FEES AND ACCEPTANCE

NGF Consulting professional fees for this engagement will be \$5,000, including expenses associated with travel to Miami Springs. Acceptance of this proposal may be indicated by signing one copy and returning it to NGF Consulting's Jupiter office. A City of Miami Springs purchase order or contract may be used as the engagement agreement.

Thank you for the opportunity to submit this proposal. Please call if there are any questions or if we can be of further assistance.

Sincerely,



Ed Getherall  
Senior Project Director

[egetherall@ngf.org](mailto:egetherall@ngf.org)  
EFG/jsc

Acceptance: \_\_\_\_\_

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

RESUME: MICHAEL A. KAHN, President, Golfmak, Inc.- Updated 11/12/2010

Michael A Kahn  
 4457 Pro Am Ave. E., Bradenton, Florida 34203 -  
 Phone: 941.739.3990 - Fax: 425.675.6909  
 Email: mike@golfmak.com - Web page: www.Golfmak.com

BRIEFLY:

*"I have been in the golf in some capacity since 1955 and I know what makes this business tick. I know what works and what doesn't work. I was among the innovators such as advance golf club design, video teaching, clubhouse layout, course maintenance and machinery, concession opportunities (food service and merchandising), marketing, Internet and email, finance methods, purchase and sale methods, member management, employee management." Michael A Kahn*

MY BACKGROUND INCLUDES;

- Managed just about every type of golf course:
  - 36-holes, 27-holes, 9-holes
  - Private Country Clubs,
  - Semi-Private, Executive,
  - Par-3 courses
  - Driving Ranges
- I have managed:
  - Kitchens and food and banquet service - including fine dining
  - Maintained a golf course as licensed superintendent
  - Managed membership - up to 900 member private club
  - Prepared budgets and pro formas for loan applications
  - Built web sites for golf courses
  - Snow country and Bermuda grass country golf courses
- Consulted all around the USA including:
  - Florida
  - Georgia
  - Michigan
  - Alabama
  - Texas
  - Louisiana
  - Montana
  - North Carolina
  - South Carolina
  - West Virginia
  - Connecticut
  - New York
  - Iowa
  - Tennessee
  - Kentucky
  - Ohio
  - Indiana
  - California
  - Illinois
- Managed a \$10 million Chapter-11 bankruptcy as court appointee to a successful conclusion
- Licensed golf course superintendent
- Consulted and influenced the design of clubhouses
- Presided over grow-ins
- Installed irrigation systems
- Re-grassed greens - Champion Bermuda, bent-grass

FINANCE AND BROKERING

- Financed over \$50 million in golf courses
- Brokered over \$50 million in golf course trades

CURRENT



- Consultant: Golfmak, Inc., Golf Business Consulting, Bradenton, Florida, [www.golfmak.com](http://www.golfmak.com). 941.739.3990 (see client list below)
- First Tampa Financial Group, Florida. Florida Real Estate Brokerage Licensed Golf Course Trader. 941-739-3990
- Advisor: Resort Clubs International and Clubshare, Atlanta. <http://www.clubshare.us/>
- Hayward and Associates, Tampa, Florida. Golf Course Finance.

#### GOLF COURSES ADVISED, CONSULTED, TRADED, FINANCED, OR WORKOUT-MANAGED:

- Belleview CC, Bellair, Florida
- Lakes of Taylor Municipal Golf Course, Taylor, Michigan
- Southington Golf Club, Ohio
- Meadows, Harpersville, Alabama
- Tarpon Woods, Tampa, Florida
- Topstone Golf Course, South Windsor, Connecticut
- Cherokee Ridge, Huntsville, Alabama
- Wilderness Club, Eureka, Montana
- Indigo Lakes Golf Club, Daytona, Florida
- Esquire Club, Barboursville, WV
- Mill Cove Golf Club, Jacksonville, Florida
- Feather Sound Country Club, Tampa, Florida
- Willow Creek Golf Club, Houston, Texas
- Wanango Country Club, Oil City Pennsylvania
- Cypress Pines Golf Club, Lehigh, Florida
- St. Mary's Golf Club, St. Mary's Pennsylvania
- Cedarbrook Country Club, Elkin, North Carolina
- Lacuna Golf Club, Lake Worth, Florida
- Eagles Golf Club, Tampa, Florida
- Kendall Lakes, Miccosukee Band, Homewood, Florida
- Red Hawk, DuQuoin, Illinois
- Ravines Golf Resort, Middleburg, Florida
- Northwood Hills Golf Club, Shreveport, Louisiana
- Magnolia Point Country Club, Jacksonville, Florida
- Bobcat Trail, North Port, Florida
- Peridia Country Club, Bradenton, Florida
- Olde Point Golf Club, Hampstead, North Carolina
- Madisonville Country Club, Madisonville, Kentucky
- Stoneybrook Golf Course, Columbia, Tennessee
- Scottish Heights Golf Course, DuBois, Pennsylvania:
- Orange Park Country Club, Orange Park, Florida
- Pebble Creek Golf Club, Tampa, Florida
- Watertown Golf Club, Watertown, New York
- Shambolce Golf Club, Petersburg, Illinois.
- Crescent Oaks Country Club, Tarpon Springs, Florida
- The Preserve, Fenton, Michigan
- Black Bear Golf Resort, Vanderbilt, Michigan
- Gaylord Country Club, Gaylord, Florida
- Oak Ford Golf Club, Sarasota, Florida
- Lago Vista Golf Course, Lago Vista, Texas
- Stonegate Golf Course, Lubbock, Texas
- Cypress Valley Golf Course, Marshall, Texas
- Rolling Hills Golf Club, Myrtle Beach, South Carolina
- Balantrae Country Club, Port St. Lucie, Florida
- Tartan Pines, Enterprise, Alabama
- Brookwoods CC, Ontario, New York
- Red Eagle, Eufala, Alabama
- Rio Grande Club, South Fork Colorado
- West Winds, New Market, Maryland
- Oak Grove Island Golf Club, Brunswick, Georgia
- Chili Golf Course, Chili, New York
- The Rock at Jocassee, Pickens, South Carolina
- Cedarbrook Country Club, Elkin, North Carolina
- Timber Lake Golf Course, Clinton, South Carolina
- Lely Resort, Naples, Florida
- Kings Creek Golf Club, Springhill, Tennessee

#### ACCOMPLISHMENTS

(Some projects below were managed simultaneously)

EAGLES GOLF CLUB, Tampa, Florida 36-holes - 2004- 5: I was retained to analyze and manage The Eagles operations when their \$5.2 million note was in recall by Bank of America. In less than fourteen months I eliminated close to \$1/2 million in waste, yet turned out a vastly better product. I increased revenues using my years of marketing experience. I added enough value to the property and business to result in the sale of the property for \$9.2 million (closed in September of 2005). [References available.]

RAVINES GOLF RESORT, Jacksonville, Florida - 2002-3: I was placed in charge of the resort golf course including lodging for up to 50-guests. We improved play by several thousand rounds and revenues sufficient to sell the property for a \$1 million profit (closed December of 2004). The assignment was less than one year. [References available.]

OAK FORD GOLF CLUB, Sarasota, Florida - 1997- 2002: Sold and closed, May, 2002 for \$6 million. I as hired to manage Oak Ford in 1997 while in chapter-11 bankruptcy. Under my command I implemented marketing and operational strategies resulting in adding more than 25,000 rounds and over \$700,000 in revenues - even while the business was in bankruptcy. Worth barely \$3 million in 1996, I was instrumental in the sale of the club in 2002. Oak Ford continues its success. [References available.]

ORANGE PARK COUNTRY CLUB, Jacksonville, Florida - 2001: Acted for the May 2000 purchase and acted as interim management of the private golf club of over 800 members. I implemented plans for the kitchen, pro shop, course maintenance, and membership. The owner could not afford to continue to own the property. We sold it for \$1.1 million more than he paid for it in January, 2001. [References available.]

#### OVER \$100 MILLION IN GOLF COURSE SALES

SALE OF GOLF COURSES, 1995 - 2007 as Director of Golf Course Sales, Prime Sites USA Brokerage (2010, now with First Tampa Financial Group, LLC): I have personally acted on golf course sales transactions for brokerage totaling over \$50 million since 1995. These closings took place in several states including Florida, Georgia, North Carolina, South Carolina, Alabama, Louisiana, Texas, Iowa, Illinois and others.

#### OVER \$50 MILLION IN GOLF COURSE FINANCING

FINANCING GOLF COURSES, 1994 - 2007: As an associate with Hayward and Associates, Golf Course Financing Brokerage, Tampa, I was responsible for assisting and obtaining over \$50 million in financing for golf courses in many parts of the USA including Michigan, the Carolinas, Georgia, and Florida.

#### PERSONAL OBJECTIVE:

##### MY MISSION

- Contribute to maintaining a healthy and enduring game of golf for enjoyment by ordinary persons
- Apply over fifty years of experience in golf to serve the golf industry
- To implement proven strategies to achieve the full financial potential of golf courses, golf clubs, and golf enterprises

##### IN GOLF SINCE 1955

I acquired my first golf job maintaining sand traps at a Toronto public course in 1955. I was part of golf's transition from a mainly private domain to a predominantly public industry. I was a Canadian Professional Golfers Association member from 1959 through 1966. Throughout my career, my focus has been to operate golf courses aggressively and profitably. I view golf courses as excellent concession opportunities that should not be overlooked. My colleagues recognize me as persistent in five areas - service to customers, clean surroundings, an honest effort to provide the best possible facility, attention to revenue history, and an aggressive stand in the marketplace. As a golf course operator, my primary goal is to build customer loyalty, which translates into long-term financial stability for the course.

In my career, given the full confidence of my clients, I have never failed to improve the bottom line for a golf course operation.

#### CURRENT ACTIVITIES AND ASSOCIATIONS

##### WEB SITE CREATER/EDITOR:

I created, published and still maintain this site: [www.Golfmak.com](http://www.Golfmak.com). Golfmak was created as a golf business web page providing complimentary information about the golf course industry on several topics - all based on my experience. With hits from around the world, the Golfmak web site is one of the best known in the industry. A special feature invites inquiries from any person with an interest in the golf business. I have answered thousands of requests for golf business information from students, investors, bankers, and attorneys over fifty countries.

#### CONSULTANT

I currently provide consulting services for golf course investors, planners, membership committees, golf course finance applicants, and other interests in the golf course industry.

#### LICENSED FLORIDA GOLF COURSE REAL ESTATE SALES ASSOCIATE

I bring golf course buyers and sellers together anywhere in the USA and around the world. Brokerage: First Tampa Financial Group, Tampa, Florida.

#### FORMERLY ASSOCIATED WITH THE MARINE LEARNING INSTITUTE (MLI)

Acted as consultant liaison to the golf industry for MLI, a nonprofit 501(c)(3) conservation education organization.

#### CONSULTANT

Golf Operation Point of Sale Software, Developer and Principal, Dustin Anderson, providing a seamless integration of point of sale (POS), tee sheet, food and beverage, inventory, and payroll with most popular accounting packages. Dustin Anderson: 509-460-2998

#### WILLIAM A. HAYWARD AND ASSOCIATES

A mortgage brokerage service specializing in golf course finance. I act as correspondent for Hayward & Associates. Conduct golf course property studies and prepare business plans for the borrowers. We completed many successful golf course finance applications.

#### SUMMARY OF SKILLS AND EXPERIENCE

##### GOLF COURSES:

- A Full Background in the Golf Course Business Including, but Not Limited To
- Conceptual and Practical Site Planning and Management
- Feasibility Studies
- Business Plans
- Pro Shop Operations Including
- Employee training and management
- Customer service issues
- Tee sheet management
- Merchandise care and control
- Cash control and reporting
- Point-of-Sale hardware and software
- Marketing
- Copywriter for Radio, Television, Newspaper, and Magazine Advertising
- Analyzing the competitive neighborhood
- Building customer/member loyalty within
- Implementing competitive strategies
- Applying social network strategies to improve play and spending habits
- Financing and re-financing golf courses
- Traffic Planning – maximizing concession opportunities
- Player Service Crew - Planning and Training
- Tee Sheet Management
- Managing a Membership
- Golf Schools and Academies
- Food and Beverage Management and Control
- Golf Course Maintenance and Care Including
- Budgeting
- Irrigation management
- Equipment maintenance
- Drainage

- Grasses, mowing, fertilizing, chemical applications
- Proper marking of the golf course
- Personnel management
- Player satisfaction
- Golf Car Management and Control
- Golf Course Planning and Design
- Clubhouse Planning and Design
- Cash Flow Planning, Budget Preparation
- Personnel Management
- Security planning and implementation
- Insurance Issues and Planning

#### OTHER FACILITIES AND EXPERIENCE

Additional Background Includes Experience in Indoor and Outdoor Golf Schools, Off-Course Golf Retail Stores, Driving Ranges, Bowling Alleys, Skating Rinks, Curling Rinks, Real Estate Development, and other Businesses.

#### RESIDENTIAL DEVELOPMENT

Successfully planned and completed a residential development.

#### PROFESSIONAL ACTIVITY

Advise and:

- Assist in preparing purchases and/or sale of golf courses.
- Assist golf course owners and buyers in obtaining financing.
- Work with clients planning new golf courses and golf related facilities.
- Advise and pre-qualify properties for financing, or refinancing
- Advise and pre-qualify properties for the conservation easement strategy

#### CURRENT AND/OR RECENT POSITIONS

TRANSITION GENERAL MANAGER, ORANGE PARK COUNTRY CLUB, ORANGE PARK, FLORIDA.

Duties included diligence, preparation of the business plan, and supervised ownership transition for the purchase of Orange Park Country Club by Barry Turnbull (Paradise Golf), March 1st through August 20, 2001.

ADVISOR, UNION GOLF OF FLORIDA, INC. - OAK FORD GOLF CLUB (1994 - 2001)

Consultant and Marketing Supervisor for Oak Ford Golf Club, 27-hole golf course in Sarasota, Florida.

ADVISOR, DIRECTOR OF OPERATIONS FOR THE PRESERVE, FENTON, MICHIGAN (1999)

Supervised and Administered grow-in and development of an Arnold Palmer Signature Golf Course in Fenton, Michigan. Duties included management operational and service training.

#### ADVISORY POSITIONS (CURRENT OR FORMER)

Former advisor and consultant to an international golf organization: World Golf and Country Club. Assisted in preparing a business plan.  
Site Management for Cypress Pines Golf Club, Lehigh Acres, Florida. Duties included damage control due to historic management problems.  
Advisor to West America Development Corporation, Golf Division, Orlando, Florida. West America planned an international golf resort and spa located less than ten minutes from Walt Disney World in Kissimmee, Florida.

#### ASSOCIATE RGP

Formerly held the position as site level management consultant with full authority to implement business plans for a golf course group, Reality Golf Partners (RGP). The company planned to acquire golf courses in eastern USA using a unique method of engaging partners and associate management companies to finance and operate the properties.

1995 - TO CURRENT

ASSOCIATE FINANCE CONSULTANT - HAYWARD & ASSOCIATES

Currently associated with Hayward & Associates of Tampa, Florida, licensed mortgage brokers, specializing in golf course financing. Broker of record: William A. Hayward Sr.

Operating on a per diem basis, preparing studies, business plans and pro formas for Hayward clients. Studies and pro formas are accepted as reliable by leading bankers and golf course lenders.

Jointly responsible, as an associate with Hayward & Associates, for the sale of three golf courses in 1995 and 1996.

(Included above was the multi-million dollar sale of the high end Lely Resorts group of golf courses in Naples, Florida, to Golf Enterprises of Dallas, Texas. Closed: December 15, 1995. See supplement II.)

1993 - FEASIBILITY STUDY ITI TECHNICAL SERVICES

I was retained to perform a private feasibility study about the Golf and Travel industry for I.T.I. Technical Services of St. Petersburg, Florida, President, Mr. M. Quarashi. The report was prepared under contract for a major financial concern. The work covered several months and involved over 100 hours of research. The study remains a private document.

1992- NORTH AMERICAN GOLF CLUB, INC.

I was engaged as a contract consultant with North American Golf Clubs, Inc., and Resort Golf Clubs, International, North Dale Mabry Highway of Tampa, Florida to perform studies for the company. They had golf interests in the USA and Costa Rica, and were planning various golf enterprises.

I carried out an extensive study of golf playing habits of Tampa Bay, Florida, area golfers. In this study, I gathered information and assembled data from over 1,200 personal interviews. The study, which is the property of RCGI, confirmed or dispelled many notions about the general playing habits of the golf playing public.

1991-1992

WROTE A GOLF COURSE OPERATOR'S MANUAL

I wrote a series of preliminary notes for a golf course operations text: "The Golf Course Operator's Manual" - (C) Michael A. Kahn - 1992-3. The text is a series of proven methods and principles from my experience for golf course operators and managers. It reflects the lessons I have learned during my (then) forty-year career in the golf course business. The text has never been published. However, I provide excerpts of text to clients for periodic guidance. [2010: The golf industry is in a corrective period and needs innovative thinking to bring the business to good health. Therefore, my operations guide is a changing and evolving project.]

OBTAINED FLORIDA REAL ESTATE LICENSE

I became a licensed Florida real estate agent in June of 1992.  
1989

RESCUED A FAILING GOLF COURSE IN ONE SEASON

I obtained a one-year lease on a sixty-three year old nine-hole golf course in Ontario, Canada. It was located on the shores of Lake Ontario, about forty miles east of Toronto. Upon signing of the lease we immediately implemented a marketing strategy resulting in improved revenue of 47% in one year. Concessions, practice range, etc., recorded revenues and profits never experienced by the property.

1971-1989

OPERATED GOLF CENTER 1971 to 1989

LIFTLOCK GOLFLAND, Peterborough, Ontario, Canada.

Increased sales from under \$100,000 in 1971 to \$1.1 million in 1989. Our average season, April to November - numbered approximately 180 days. By way of a

consistent and aggressive marketing strategy, I recorded increases in rounds, revenue and profits steadily for over 18 years. In fact, my record was 215 of 216 months showing positive financial results over the same month for previous year. I accomplished this success with persistency and innovations.

During my 28 years in Peterborough, Ontario I pioneered and set several trends for Executive golf and public golf courses in Canada. I successfully increased cash flow and profits for eighteen consecutive years at the golf center. I was among the first in the industry to embrace and/or implement a long list of activities or strategies. Many of these innovations are common practices in the golf course industry today. Below is a short list of firsts:

- Among the first to eliminate gender on the tee -sheet and fee structures
- One of the first anywhere in golf to market the term, "Family Golf Center."
- Among the first to aggressively market golf to women and families
- Among the first to market golf to seniors
- Among the first to employ women as maintenance machine operators
- One of the first to voluntarily adopt environmentally friendly practices
- Accepted delivery of one of the first tri-plex greens mowers in Canada (Hahn Tri-Plex)
- Among the first to implement private brand golf shop merchandising strategies (During the years at the golf center we consistently maintained 33% to 40% margins from pro shop sales and 65% from grill room services.)
- Operated one of the largest learn-to-play-golf programs in golf (27 years)
- Tested and proved practice range equipment (broke in the solid range ball), operations and programs
- Among the first to utilize computer to track income and expenses
- Among the first to market golf combining radio, TV, newspaper, magazines and billboards under a theme (I wrote all my own marketing material).
- I was one of the first environmentally licensed superintendents in Canada with licenses for herbicides, fungicides, and aquatic herbicides.

1987 - 1989

#### FIRST TEE GOLF SHOPPES, INC., CANADA

My company developed and refined an off-course golf equipment retail concept. We wrote technical and retail training manuals for off-course retail merchandising programs. We prepared a full set of franchise documents. First Tee maintained or licensed ten retail locations in Canada, and one in the USA. The five company stores had combined sales of over \$4 million. Two locations had annual sales in the \$million dollar range with margins well over 33%. (Later, 'mom and pop' stores began opening in neighborhoods we had carefully selected and the competition killed margin potentials. The First Tee project was abandoned.)

1963-1970

#### EGLINTON GOLF ENTERPRISES, LTD.

I served as an associate teaching professional and golf club repair technician under Canada's one time PGA Golf Professional of the Year, Bert Turcotte, at Toronto, Ontario, Canada. Associated golf professionals included: Moe Norman (cover of: Golf Digest Nov. 1996 issue), Al Balding, George Knudson, and others.

#### GOLF TEACHER

I developed one-on-one teaching methods while teaching thousands of Toronto, Ontario, golf students. Our organization was among the first anywhere to utilize video as a teaching aid for golf students. [Believe-it-or-not we used on-site CBC Toronto TV cameras, then costing upwards of \$40,000 each.]

#### THE ART OF GOLF CLUB MAKING - APPRECIATION

I learned many of the old fashioned skills of golf club making, repair, and alteration while working under associate PGA Golf Professional, Eric Wise. I experienced the transition from "old school whipping and gripping" golf club care to today's "glue-it"

component golf clubs. (Mr. Wise was a former apprentice club maker for the renowned John Letters Co., of Scotland. He also served as an assistant golf professional under British professional, Eric Brown.)

#### GOLF SCHOOL (WINTER, TORONTO):

Golf teacher (Eglinton Golf School) at Toronto, Ontario. Other activities included golf equipment repair, merchandising and sales. [Eglinton Golf School, located at Eglinton and Avenue Road, Toronto, Ontario, was one of the first off-course store front retailers anywhere in golf.]

#### LIFTLOCK GOLFLAND GOLF COMPLEX (SUMMER):

Pro-manager golf center (Liftlock Golfland) at Peterborough, Ontario, Canada. At age 21, I held full responsibility and signing authority for the parent company (Eglinton Golf Enterprises).

The Peterborough, Canada golf center, opened in 1963, was one of the first golf operations in North America dedicated to introducing the game of golf to the general public. Consisting of a floodlit 9-hole par-3 course, an 18-hole executive golf course, practice range, and a miniature putting course, its' unique design drew interest from the entire golf industry. It currently operates as a Nevada Bob's Golf Center.

#### ACQUIRED PRACTICAL SKILLS

##### DAILY CONTROLS

My duties included tight inventory management, tee-sheet management, and cash flow documentation. I prepared trend charts to plot relationships between rounds, revenue, margins, sales ratios, personnel performance, and overall profit center performances. Charting helped me make decisions for advertising, personnel schedules, merchandising and inventory decisions.

##### MAINTAINING THE GROUNDS

I became a licensed golf course superintendent. I could operate every piece of maintenance equipment, including tri-plex greens mowers and fairway mowers. I also operated sprayers, spreaders, top dressers, spikers, airifiers, etc. I became familiar with all maintenance and machinery repairs and sharpening systems. I learned to apply chemicals and fertilizers. I participated in the design and construction of golf courses, including installation and programming of irrigation systems. I seeded and grew in one of the first 100% bentgrass fairways anywhere in golf.

##### CONCESSIONS

I prepared menus and food service systems. We consistently returned 65% margins from the food and beverage service. Our pro shop merchandise program was aggressive and profitable - often achieving overall margins of 33% to 40%. [The industry norm in those days was under 25% net from in merchandise and under 50% from food and beverage.]

##### MARKETING

I planned and wrote all of my own marketing programs. I was my own copywriter for radio, television and newspaper advertisements. I wrote and directed and sometimes appeared in my own television commercials. I prepared and hosted golf radio shows. I prepared entire short, medium and long-term marketing campaign strategies. My campaigns never failed to increase rounds, concession sales and income.

##### HOW I LEARNED TO CREATE INCOME STABILITY THROUGH MARKETING

While associated with Eglinton Golf Enterprises (1963 through 1970) I was given a free hand to innovate and plan new marketing and merchandise strategies. In the early sixties, golf was in its infancy as a public pastime. I realized I had to sell the game of golf first before I could build play on my golf course. To accomplish that I designed and implemented a Learn to Golf program for new players. The program eventually introduced up to five hundred new students to golf every spring. Classes were planned in several categories including men's, ladies, senior men, senior women, mixed classes, junior groups, and businesswoman's groups. Every class we offered was

extremely successful (sold out every year for over twenty-seven years) and resulted in rigorous growth in the local golf economy.

#### MARKETING SKILLS

During the early years I developed extremely reliable marketing strategies for the public play golf business. I learned to use and coordinate four media sources (radio, TV, newspaper, billboards). I planned, designed, wrote and implemented full advertising campaigns. I studied and implemented "Madison Avenue" techniques for advertising timing, position, slogans, and frequencies. I was able to maintain a relentless growth pattern through consistent market recognition and customer awareness. In fact, for over twenty-five years, I was my own copywriter and layout artist for all of our media advertising.

1954-1962

#### TAM-O-SHANTER GOLF AND COUNTRY CLUB, TORONTO, ONTARIO

I was employed at Tam-O-Shanter Golf and Country Club, Toronto, Canada, under the late, Canadian P.G.A. professional, John Evelyn. I held the position as First Assistant Golf Professional from 1958 to 1962. (I was a Member of the Canadian PGA, 1959 - 1966.)

(Tam-O-Shanter Golf and Country Club was a multi-use recreational center including 18 holes of golf, indoor golf school, public swimming pool, twenty sheets of curling ice, hockey arena, bowling alley, international cuisine restaurant, and banquet facilities serving up to 1,000 people.)

I held several levels of responsibility while employed at the Tam-O-Shanter Golf and Recreational Center. In the off-seasons (winters) I managed bowling lanes, worked as an ice maker on curling and hockey ice, and served in the kitchens. In 1960, while employed at Tam-O-Shanter Golf Club, I designed, created and operated an indoor golf practice and teaching facility.

#### OPERATIONAL SKILLS

At Tam-O-Shanter Golf Club, in Toronto, Canada, from age twelve to age twenty I grew up with daily fee golf. This was the golf "Renaissance" period between 1954 through 1962. At Tam-O-Shanter Golf Club we maintained over 100 sets of rental clubs - many going out twice a day! To encourage new play, I helped organize and supervise hundreds of golf leagues and golf tournaments. Given a free hand to innovate, I began implementing pro shop merchandising techniques, all of which are commonly used today. I participated in all phases of marketing, site management, traffic planning and control. At age seventeen, I was put in charge of inventory maintenance, and staff planning. In winter, my duties from time to time included managing a bowling alley, maintaining curling ice, working in banquet food service, clubhouse maintenance.

#### ABOUT ME

##### PERSONAL SKILLS AND WEAKNESSES

I am a team player with a tedious desire for small, medium and "big picture" successes. I am totally loyal to my personnel, suppliers, and especially to my customers. I demand a clean and tidy environment. I aim for consistency in every department. I am an aggressive competitor in my neighborhood, and therefore, prefer not to fraternize with my competition. I have an endless sense of humor, and a thoroughly positive attitude, but beware:

As consultant I tell it like I see it. If I see an impossible situation I won't sugar-coat my report. [My colleagues will tell my clients not to hire me if they don't want to hear the truth.]

I possess better than average computer skills (for a person born in 1940). I implement and use the Internet. I understand the value of the Internet as a management and communications tool.

My prime weakness may be that I have too much faith in people. I tend to accept people as honest, sincere and reliable. Most of my mistakes in business have been the



result of misjudging one's integrity. Unfortunately, it's a fault I find difficult to change.

#### PASTIMES

I enjoy many sports Golf, 8 handicap (made it to a 2 at one time), ice hockey, baseball, and curling. Art, writing and cartooning are some hobbies. I subscribe to and use the Internet for business and enjoyment. I authored and created my company's web site: [www.golfmak.com](http://www.golfmak.com).

#### PERSONAL STATISTICS

Born: September 21, 1940 at Toronto, Ontario, Canada.

Educated: Agincourt Collegiate, Scarborough, Ontario, Canada. Graduated in 1959.

Married: to Kathleen. We have three children, seven grandchildren, none living at home.

REFERENCES: Available upon request.

)

)

)

# CITY OF MIAMI SPRINGS

---



City Manager Department  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5010

TO: Honorable Mayor Bain and Members of the City Council

VIA: James R. Borgmann, City Manager *[Signature]*

FROM: Robert Williams, Public Works Director *[Signature]*

SUBJECT: Trash Pickup Plan for South Royal Poinciana

DATE: March 10, 2011

In an effort to address the ever increasing problem of unsightly trash piles located along South Royal Poinciana's Multi Family Unit corridor, the Public Works Department (back in December 2010) began testing bi-weekly bulk trash pick-ups in that area. Pick-ups are performed Monday and Friday with Friday being the additional pick-up day. We are expending additional resources to accomplish this additional Friday pickup run, however are not currently charging any additional fees for this service.

Based on the success of biweekly pickups, I recommend Council support continuation of the biweekly pickups and implement a usage fee to the property owners of \$66.25 for up to half a truck load, and \$122.50 for each full load. This is not a flat price increase across-the-board, but rather a usage fee to be charged to the property owner only when there is a trash pile picked up on Friday at their address. If acceptable to Council, please direct an ordinance revision necessary to support the proposed increase in fees.

Agenda Item No.

City Council Meeting of:

MARCH 14, 2011




MARCH 14, 2011



## City of Miami Springs Interoffice Memo

DATE: March 9, 2011

TO: Mayor Billy Bain and Members of the City Council

FROM: James R. Borgmann, City Manager 

RE: Education Advisory Board Items for Discussion and Civics Week Progress

---

I have reviewed the EAB minutes from their meeting on February 15, 2011. The following comments are in response to some of their requests.

**Civics Week:** *Miami Springs Middle School* will be participating and Ana Ferrer will be the faculty advisor. We do not have any specific activities or formal requests from them at this time

*MSSH* plans to invite guest speakers (presumably mayor, council, senior staff administrators) to speak to several classrooms. Let me know if you are interested in speaking so that we can provide availability and numbers to the school. They are also planning to visit city hall and other government buildings in Miami Springs. The City has agreed to provide the transportation for this. In speaking with their risk management staff, they have approved us to use our larger bus as long as it has a qualified driver (which we do have several).

We have not heard back from the elementary schools yet as to how they would like to participate.

**Youth Advisory Council:** The minutes of the meeting reflected that the city attorney would be asked to prepare an ordinance establishing this YAC. My thoughts on this would be to amend the EAB ordinance to create this youth board and have them be a part of the EAB "process". That said, we have not been given any information regarding this youth board; what its purpose would be, how they would be selected, when would they meet, would city staff (secretarial) need to attend to record minutes, would "sunshine" apply to this board, etc. I think this discussion needs to happen before we assign the task to the attorney.





## City of Miami Springs Interoffice Memo

DATE: March 10, 2011

TO: Mayor Billy Bain and Members of the City Council

FROM: James R. Borgmann, City Manager *JRB*

RE: Adopt a Park progress

---

At Council's request, I have done more research into this subject. Every jurisdiction I could find on the internet had variations of the North Port, FL plan, including application forms, follow-up reporting, lists of "do's and don'ts," and legal releases.

I understand Council's desire for simplicity on this, but everyone seems to be doing the same thing.

I further checked into some "Adopt a Highway" programs, including the State of Florida's (see attached from FDOT). These are hands on projects, and not just a "Pay us to place your sign here and we will use the money to beautify this area."

If Council is in agreement, we will move forward with this project, including all necessary forms and releases (to be approved by the city attorney).

Agenda Item No.

City Council Meeting of:

MARCH 14, 2011

Florida Department Of Transportation



FDOT Search:  Go

About Us | Contact Us | Site Map

Home | Business Partners | Employment | Programs | Projects | Related Links | Research/Statistics | Travel Information

March 10, 2011

Office of Maintenance, Tim Lattner P.E., Director

Learn more about the National Highway Traffic Safety Administration (NHTSA).

Main Level Navigation

Information By Topic

... Please Select One ...

Meetings/Events

... Please Select One ...

Offices

... Please Select One ...

Office Level Navigation

The Office of Maintenance is responsible for maintaining the State Highway System.

Maintenance Office Topics

... Please Select One ...

Other Useful Links

... Please Select One ...

Office of Maintenance

Mailing Address:  
605 Suwannee Street, MS52  
Tallahassee, Florida 32399  
Physical Address:  
2740 Centerview Drive, 1B  
Tallahassee, Florida 32399  
Toll Free Telephone:  
1-(800)-374-3366 ext.5757  
Fax: 850-410-6511

Sign Fabrication Facility

Mailing Address:  
P.O. Box 388  
Lake City, Florida 32056  
Physical Address:  
590 NW Lake Jeffery Road  
Lake City, Florida 32056  
Telephone: 386-961-7120  
Fax: 386-961-7222

Aluminum Fabrication Shop

Mailing/Physical Address:  
2590 Camp Road, MS 892  
Oviedo, Florida 32765  
Telephone: 407-977-6520  
Fax: 407-977-6523

FDOT Facilities

- Airports
- Bridges
- Interstates
- Rail
- Rest Areas
- Seaports
- Service Plazas
- Welcome Centers

- Alachua
- Baker
- Bay
- Bradford
- Brevard

Supporting Documents

- [Agreement Form](#) (Adobe PDF file - 54 kb)
- [Brochure](#) (Adobe PDF file - 271 kb)
- [Guidelines](#) (Adobe PDF file - 104 kb)
- [Statute](#) (Adobe PDF file - 63 kb)



# Adopt-A-Highway Program

Call 1-800-368-LETTOR

Welcome to Florida's Adopt-A-Highway Program

Program Manager ----- [Stephen E. Limer](#)

The Purpose

Every year millions of visitors get their first glimpse of our state from their car windows as they travel along Florida's Highways. First impressions can be long lasting. Do we want them to see miles of roadway cluttered with litter? Or clean, green tree-lined highways that truly represent Florida's natural beauty? The choice is an easy one:

Adopt-A-Highway...

The Pledge

Volunteers enter into a two-year agreement with DOT, during which they agree to conduct litter removal at regularly scheduled intervals. Many miles of highway are adopted statewide by various organizations, allowing civic-minded people to make a difference in their communities. This eases the load of DOT work crews, enabling them to devote more time to other road maintenance and special highway projects.

Volunteers Agree to:

- "Adopt" a two-mile section of a State Highway
- Dedicate two years to the program
- Follow specified DOT safety regulations
- Remove litter a minimum of four times each year

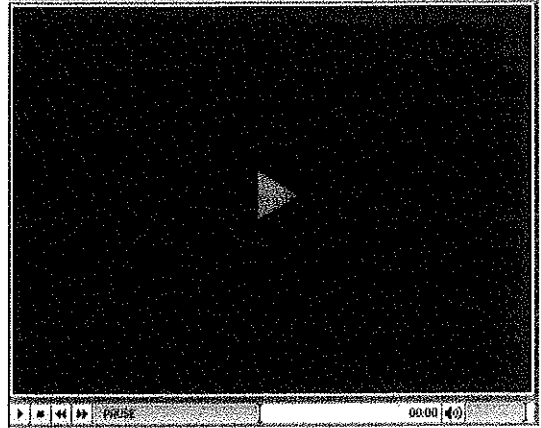
FDOT Agree to:

- Assist with safety meetings
- Provide safety vests and litter bags
- Pick up litter at specified localions
- Post Adopt-a-Highway signs commending the group at the beginning and end of their section

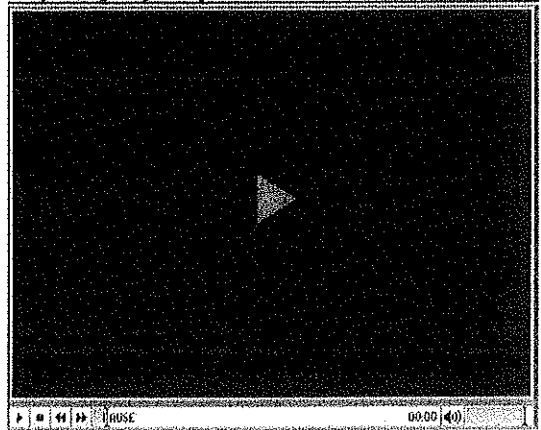
How to become a Volunteer

In order to take part in the Adopt-A-Highway Program you need to contact your County's local FDOT office. Your County's Toll-Free phone number or website is provided below:

Adopt-A-Highway Presentation Video



Adopt-A-Highway Safety Video



Some documents within this website are pdf files and must be viewed with: [Adobe Acrobat Reader](#)

If any images on this website appear broken, try updating the Flash Player within your web browser: [Adobe Flash Player](#)

[Submit a question or comment concerning this website by clicking here.](#)

sitemeter.com  
5,536

Accessibility | Acronyms | Frequently Asked Questions | Governor's Office | Privacy Policy | Statement of Agency

Email questions and comments to:  
Public Information Office for General Issues  
Web Review Team for Website Issues  
Copyright © 1996-2011 Florida Department of Transportation  
You might need [Word Viewer](#) or [Adobe Reader](#) to view file downloads







# Adopt-A-Highway Agreement

Return Address:

---



---



---

**VOLUNTEERS WILL:**

"Adopt" a two-mile section of a state highway.

Follow DOT safety regulations.

Remove litter at least four times each year.

Dedicate two years to the program.

**DOT WILL:**

Assist with safety meetings.

Provide safety vests and litter bags.

Pick up collected litter at specific pre-arranged locations.

Post Adopt-A-Highway signs recognizing the volunteer group at the beginning and end of their section.

**1-800-BAN-LITT**

Place Stamp Here

Florida Department of Transportation  
 Adopt-A-Highway Program  
 605 Suwannee Street, MS- 61  
 Tallahassee, FL 32399-0450

Printed on Recycled Paper.

Florida Department of Transportation  
 Adopt-A-Highway Program  
 605 Suwannee Street, MS- 61  
 Tallahassee, FL 32399-0450



Every year millions of visitors get their first glimpse of our state from their car windows as they travel along Florida's highways.

First impressions can be lasting. Do we want them to see miles of roadway cluttered with litter? Or clean, green tree-lined highways that truly represent Florida's natural beauty? The choice is an easy one — but it takes some work.

For nearly ten years, Florida's Adopt-A-Highway program has improved the appearance of highway right-of-way throughout Florida while reducing the cost of litter removal. It works because hundreds of dedicated volunteers do their part to make it a success. Thousands of miles of highway are adopted each year by groups and organizations that volunteer their time to make a difference in their local communities. Their effort eases the load on state Department of Transportation work crews, enabling them to devote more time to road maintenance and special highway projects. The volunteers' reward is civic pride that comes from knowing they've made a difference in their community.

If you would like to know more about how to become involved in the Florida Adopt-A-Highway program, please mail the attached card or call 1-800-BAN-LITTER. [www.myflorida.com](http://www.myflorida.com)



**Yes!** I'm interested in learning more about Florida's Adopt-A-Highway program. Please send additional information to:

Name \_\_\_\_\_

Organization \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

ADOPT - A - HIGHWAY  
LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the State of Florida Department of Transportation of \_\_\_\_\_, an agency of the State of Florida, hereinafter called the DEPARTMENT and \_\_\_\_\_ of \_\_\_\_\_, FL / \_\_\_\_\_ of \_\_\_\_\_

hereinafter called the GROUP;

WITNESSETH

WHEREAS; SR \_\_\_\_\_ is a part of the State Highway System in \_\_\_\_\_ County, Florida.

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System.

WHEREAS, the Department is authorized to contract with the private sector for performance of its duties.

WHEREAS; the legislature has directed the implementation of local organizations in specific highway litter removal projects pursuant to section 403.4131 (3), Florida Statutes.

WHEREAS; the Group is desirous of adopting a minimum of two miles more or less along the state highway system to remove

litter at SR \_\_\_\_\_, Section \_\_\_\_\_ (Road Name or Number)

Milepost \_\_\_\_\_, to Milepost \_\_\_\_\_;

hereinafter referred to as the "Adopted Highway Section"

NOW, THEREFORE, the parties agree as follows:

I.

THE GROUP SHALL:

- A. Perform litter removal on the Adopted Highway Section in accordance with the Department's Loss Prevention Manual, Safe Field Practices, the Florida Manual on Uniform Traffic Control Devices (MUTCD), and the Florida Department of Transportation Design Roadway and Standard Index 601 and 602 (610 for interstate), all of which by this reference are incorporated herein.
- B. Conduct and attend safety meetings and pre-task briefings prior to litter removal, in accordance with the Department's Loss Prevention Manual which is made a part hereof by this reference. Safety Meetings shall be held not less than every six (6) months.
- C. Remove litter during daylight hours only.
- D. Remove litter during good weather conditions only.
- E. Contact the Department at \_\_\_\_\_ (Office) \_\_\_\_\_ (Name) \_\_\_\_\_ (Phone) to arrange an appropriate litter removal schedule which will not conflict with Department mowing schedules. Litter removal will be required to be performed a minimum of four (4) times a year of the agreement. Recommended pick-ups of once a quarter.
- F. Ensure that all participants wear safety vests at all times during the litter removal activity. The local maintenance office should be contacted to obtain safety vests, traffic control signs and litter collection bags at least five (5) days prior to litter removal activity and return the same when activity is complete.
- G. Not pick up litter at construction sites, in tunnels, on bridges or over-passes, or on medians.
- H. Only allow such persons to participate as are determined by the Group to be responsible enough to safely participate in litter removal activities. Participating youths must be at least 12 years of age and the Group shall provide at least one adult supervisor for every 5 youths, ages 12-15, who are participating in the litter removal activity. There shall at all times be at least one person over the age of 18 who is generally responsible on site for supervising all litter removal activities.
- I. Not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
- J. Not wear clothing which will hinder the sight of participants.
- K. Shall have the responsibility to call the local Adopt-A-Highway contact and set up dates and times for their safety meetings and highway clean ups.

**THE DEPARTMENT SHALL:**

- A. Provide Adopt-A-Highway signs at the beginning and end of the adopted highway section for the period that this agreement is in effect. Group's logos, trademarks or web site addresses cannot be placed on the Adopt-A-Highway signs.
- B. Provide safety vests, traffic control signs and litter collection bags for use by the Group during their clean ups.
- C. Remove litter collection bags from adopted highway section when bags are placed in front of the Adopt-A-Highway Signs
- D. Remove certain litter under unusual circumstances (i.e., large, heavy or hazardous items.)

II.

The Group covenants and agrees that it will indemnify and hold harmless the Department and its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Group or by any person performing litter removal as part of the group during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither Group nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department, and its officers, employees or agents.

III.

The agreement shall remain in effect for a two-year period. The Department or Group may terminate this agreement for any reason upon 30 days notice.

IV.

This agreement is non-transferable and non-assignable in whole or in part without written consent of the Department.

V.

This agreement is for litter removal activities only. No beautification activities are authorized by this agreement.

VI.

The Department's District Secretary shall screen and select the sections of the State Highway System to be adopted. The District Secretary shall also decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this agreement, the prosecution of fulfillment of the services hereunder and the character, quality, amount and value thereof of this decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

All notices shall be given to the person named below; who shall be designated as the Group contact:

Contact Name: \_\_\_\_\_ Street Address: \_\_\_\_\_

Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

IN WITNESS WHEREOF; the parties hereto have caused these present to be executed, the day and year first written above.

NAME OF GROUP: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Group Representative)

\_\_\_\_\_  
(Title)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(District Secretary)

LEGAL APPROVAL: \_\_\_\_\_

Activity 941 **Supervision, Inspection and/or Engineering of Roadway Maintenance** shall be expanded to cover the district operations of the Adopt-A-Highway Program functions and Safety meetings as outlined below:

The Asset Maintenance Contractor, known in this agreement as the Contractor, shall provide a point of contact responsible for the daily operations of the district Adopt-A-Highway (AAH) program functions as outlined in attachment "A" in the designated counties as provided for in this contract.

---

**ATTACHMENT "A"**

**ADOPT-A-HIGHWAY**  
**"Helping Keep Florida Beautiful"**

**ASSET MAINTENANCE LITTER REMOVAL GUIDELINES**

1. Interested sponsoring organizations/groups should contact the Florida Department of Transportation or the Asset Maintenance Contractor for copies of the AAH contract agreements. The AAH contract agreement is also available on the Department's website at the following web link:

<http://www.dot.state.fl.us/statemaintenanceoffice/aah-agreement.pdf>

2. Areas available for adoption on the state highway system under the AAH program (based on district approval) include the following:

State Highways  
Interchanges  
Interstate Highways  
Rest Areas  
Roadside Parks

Median areas are not to be included in this program due to safety factors.

3. The DOT District Secretary will screen and select the sections on the of state highway system to be adopted. Groups adopting a section on the state highway system may cleanup only on the areas outside of the paved right-of-way and shoulders – 12 feet from the outside edge of the right-hand driving lane or ramp – in the grassy areas. No parking will be allowed on the interstate shoulders. Groups should park at the interchange, walk up the ramp, and clean up from one interchange to another where applicable.
4. One (1) original agreement signed by the group coordinator, should be returned to the local Contractor's office, and then forwarded to the District Adopt-A-Highway Contact Person within ten (10) days from the group's signature date for final approval by the District Secretary.
5. One (1) fully executed contract agreement along with a cover letter will be

forwarded by the District AAH contact to the following:

- (1) Sponsoring organization/group - original signatures
  - (2) AM Contractor - electronic copy
  - (3) District Maintenance Contact- electronic copy
  - (4) Local Operation Center Contact-electronic copy
  - (5) AM Project Manager - electronic copy
  - (6) State AAH Coordinator - electronic copy
6. Within ten (10) days from the execution date of the AAH agreement, the Contractor will complete and fax the form for Manufacturing Operations Requisition Order for Signs (FDOT form 175-020-06) to the FDOT sign shop and provide a copy to the local district AM Project Manager for the sign order of the groups adopt-a-highway permanent signs at no cost to the group. Costs will be borne by the district maintenance office.
  7. The AM Contractor will be able to receive an annual one-time briefing from the local Safety Specialist on how to conduct a safety meeting along with relevant topics and their updates as outline in the Adopt-A-Highway Litter Removal Agreement (FDOT form 010-000-007). The AM Contractor will be responsible for conducting, within thirty (30) days from the execution date of the AAH agreement, the initial safety meeting with the Adopt-A-Highway group and maintaining a group safety meeting file with the groups participant sign-in sheets. This meeting shall be conducted prior to the installation of the signs for the group. The AM Contractor will be responsible for making initial contact with the Adopt-A-Highway Group to arrange a time and place to hold the meeting. The AM Contractor should be flexible in setting times and locations. Pocket reminders (Attachment "B") and a safety video of most of these safety topics are available through the District Public Information Office and provided at the request of the AM contractors. The AM Contractor should handout several copies of these safety pocket reminders at the group safety meeting.
  8. Once contacted by the group for a pick-up cycle, the AM Contractor will coordinate litter cleanup efforts with the group and be responsible for providing safety vests, traffic control signs and large plastic bags along with trash pickup sticks supplied by the district maintenance office. The group will sign for the safety equipment and will be responsible for the equipment's safe return to the AM Contractor's Office. The group may redeem the recyclables collected and keep the proceeds. The trash bags should be left under the Adopt-A-Highway sign for collection by the AM Contractor's office, which will schedule trash bags collection from the highways within ten (10) days after the AAH groups' completion of the cleanup activity.
  9. Litter cleanup report forms (Attachment "C"), will be provided to the Adopt-A-Highway Group by the AM Contractor's office when the safety equipment is provided. This form must be completed by the group after each litter cleanup

event and returned to the AM Contractor's office along with the safety equipment. The AM Contractor's office will complete the appropriate documentation on the litter cleanup report forms after each litter collection and maintain files of all Adopt-A-Highway activities in their respective areas. A computerized spreadsheet, preferably Microsoft Excel, shall be maintained by the AM Contractor. The spreadsheet should contain the information, as a minimum, as shown on Attachment "C". The Contractor will provide an annual report of all Adopt-A-Highway activities to the District AAH contact by December 15th each year. (See Attachment "D" for annual report format example). The District AAH contact will compile the Annual District AAH Report by January 30<sup>th</sup> each year and provide copies to the District Secretary and Statewide Adopt-A-Highway Coordinator.

10. The AM Contractor, at the request of the district AAH contact, shall notify groups of upcoming special cleanup campaigns and solicit participation (minimum of 1 event per year) based on direction from the district AAH contact. (See Attachment "E" for sample reporting needs for campaigns.)
11. The AM Contractor shall track responses to differing campaigns and compile reports as requested for reporting purposes during these specific campaigns. This reporting information will be incorporated into the year-end required report.
12. The AM Contractor will initiate renewals requests for all groups willing to continue their AAH program participation. The AM Contractor will forward the renewal requests to the department for review. The department will execute all renewals. The District Office will coordinate and issue all recognition certificates.
13. The Department will notify the AM Contractor if a group is no longer authorized to participate in the Adopt-A-Highway Program. Upon receiving notification of rejection, the AM Contractor shall remove the group's name from the Adopt-A-Highway signs (lower panel only) and replace it with a sign manufactured according to Attachment "F" standards within thirty (30) days of notification. All sign installation cost, installation materials and labor, shall be the AM Contractor's responsibility.
14. The AM Contractor shall be responsible for monitoring the annual cycles of each Adopt-A-Highway group in the contracted area. Should a group fail to pick up litter per the required number of cycles spelled out in the agreement between the Department and Adopt-A-Highway group, the Contractor shall give notice to the offending group of impending removal of the group's name from the Adopt-A-Highway Program. Failure of the offending group to show a positive response to the Contractor's notification shall authorize the Contractor to remove the offending groups name and replace it with Attachment "F." The Contractor shall not remove the group's name without the prior approval of the District AAH contact.

15. Upon receipt of the notice to proceed for this contract, the AM Contractor shall promptly notify all current Adopt-A-Highway groups within the contract area that the contact person for scheduling litter pick-up cycles has changed. This notification as a minimum shall state that they are under contract to manage the work effort in their geographic area, AM Contractor's contact person's name, work address, phone number, fax number, business address, and e-mail address
16. The AM Contractor shall be responsible for changing the group name signs in the event of a name change. This change is only allowed at the end of the two-year agreement period or the beginning of a new group contract or renewal. All cost for changing these signs shall be the AM Contractor's responsibility.
17. Public information request about a specific group or the local AAH program shall be referred to the District AAH contact for handling.

---

ATTACHMENT "B"

**FLORIDA DEPARTMENT OF TRANSPORTATION  
SAFETY TIPS  
FOR ADOPT-A-HIGHWAY VOLUNTEERS**

Remember: You are working in a dangerous environment.....  
A public highway

To protect yourself and others

- √ Park all vehicles clear of roadway, as far away from the pavement as possible.
- √ Stop work in foul weather.
- √ Wear light colored clothing and safety vest.
- √ Wear heavy gloves.
- √ Wear leather shoes or boots.
- √ Wear a hat and long sleeves.
- √ Avoid overexertion.
- √ Provide an adequate supply of drinking water.
- √ Do not remove hazardous substances.
- √ Be alert for snakes.
- √ Avoid contact with noxious weeds and areas where herbicides were applied, (i.e. poison ivy, poison oak.)
- √ Do not pick up items on bridges, in tunnels or on overpasses.
- √ Stay well clear of any construction.
- √ Do not enter the roadway or shoulder.
- √ No horse-playing.
- √ No intoxicating liquid, beverage or illegal substances allowed on right-of-way.



- √ Wear adequate pair of sunglasses, a cap/hat and sun block.
- √ Carpool to the adopted highway section.
- √ Keep vehicles on the same side of the highway as the participants.
- √ Work on one side of the highway at a time.
- √ Face on coming traffic whenever possible.

**In case of emergency...**

- √ Every crew should have a first aid kit.
- √ Have transportation available.
- √ Know the route from the work site to the nearest medical facility.

Prior to clean-up operations, the group leader should coordinate their efforts with the nearest AM Contractor, who will provide the required equipment and other special instructions as needed.

**ATTACHMENT "C"**

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)  
ADOPT-A-HIGHWAY  
LITTER REMOVAL REPORT FORM

**GROUP INFORMATION**

Name of organization / Group \_\_\_\_\_

Name of Group Adopt-A-Highway Coordinator \_\_\_\_\_

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

E-mail \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax \_\_\_\_\_

Number \_\_\_\_\_

**DEPARTMENT / ASSET MAINTENANCE (AM) INFORMATION**

FDOT District / AM Contractor \_\_\_\_\_

Local Maintenance Contact / AM Contact \_\_\_\_\_

E-mail: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**GROUP'S LITTER PICK-UP INFORMATION**

Date of Clean-up \_\_\_\_\_

State Road # \_\_\_\_\_

Number of Lane Miles Adopted: \_\_\_\_\_

Number of Volunteers: \_\_\_\_\_

Amount of Litter Collected:

Number of Bags (30 Pounds BAGS) \_\_\_\_\_

Once a pick up is completed, please fax or e-mail pick-up information to the following FDOT Contact / AM contact person:

Name of Contact: \_\_\_\_\_ / E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

---

**ATTACHMENT "D"**

District Annual Report Format

---

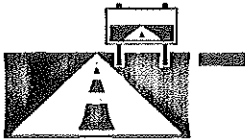
**ATTACHMENT "E"**

District Special Events Reporting Format

---

**ATTACHMENT "F"**

Replace the groups name panel with the 1-800-BAN-LITT(er) recognition panel  
(do not take the mother board panel down)



Recognition Panel: “

Information on Highway Adopting  
Please call 1-800-BAN - LITT(er)

The Louisiana.gov Services Directory is a consolidated and comprehensive online directory of services provided by state government to citizens and businesses. Services include licenses and permits, certifications, registrations, filings, publications, e-mail offerings, databases, and information resources. **Questions? Ask Louise**

  **by Department:**  **by Category:** 

*Information current as of Aug. 13, 2009.*

**Department:** Transportation and Development

**Agency:** Office of Planning and Programming

**Category:** Recreation

**Service:** **Adopt-A-Road Program**

**Description:** The Department of Transportation and Development (DOTD) oversees the Adopt-a-Road program which enlists volunteers to remove litter and debris from state and federal roadsides. While saving taxpayer dollars, the program provides recognition for participating groups and organizations, promotes civic responsibility and pride, makes the public aware of the problem and helps keep Louisiana Clean and Green!

**Areas that can be adopted:**

State and federal routes may be adopted, as well as a limited number of interstate interchanges. Check with your local DOTD District Administrator to determine which roads are available for adoption.

**Areas that cannot be adopted:**

- areas that are already adopted
- areas where access is unsafe
- areas where the road shoulders are too narrow
- areas where visibility is restricted
- areas of heavy traffic or traffic is too close
- areas where construction is underway or planned

**How to Participate**

1. Survey the area(s) that need to be cleaned to figure out how many people will be needed to tackle the job.
2. Contact the appropriate DOTD district in order to verify availability of the area(s) to be adopted.
3. Fill out Contract (available on the DOTD website linked below) and submit to appropriate DOTD District Administrator.

Contact information for the DOTD districts can be found at the DOTD web page linked below.

**Fee:** None Required

**Service E-mail:** Roy.Dupuy@la.gov

**Service Link:** [Adopt-A-Road details on the DOTD website](#)

**Contact:** Roy Dupuy

**Phone:** ( 225 ) 379 - 1969

**E-mail:** Roy.Dupuy@la.gov

**Service Locations**

**Office of Planning and Programming - DOTD**

<a href="#">Home</a>	<a href="#">City Government</a>	<a href="#">Careers</a>	<a href="#">Events</a>	<a href="#">City Directory</a>	<a href="#">Living</a>	<a href="#">Business</a>	<a href="#">Visiting</a>	<a href="#">Contact Us</a>
----------------------	---------------------------------	-------------------------	------------------------	--------------------------------	------------------------	--------------------------	--------------------------	----------------------------

Select a Service  Search  Select an Agency

## Adopt-A-Park Program


The Adopt-A-Park Program was designed to promote community involvement while maintaining and beautifying neighborhood parks and recreational facilities. This program enlists the assistance of individuals, families, students, homeowner associations, fraternal organizations, and businesses within the City to perform various projects in the City's parks. These individuals/groups will assist with monthly park cleanups; planting and maintenance of flowers and other foliage; removal of invasive plants and graffiti; mulching; landscaping and other special projects.


- The Adopt-a-Park program has been established in order to assist in the beautification of the City's parks.
- It offers a hands-on approach to City beautification through litter removal and maintenance of designated City parks and facilities by civic-minded residents and organizations.
- The program allows the citizens of Hollywood to take an active role in their community while benefiting from a more attractive City.
- Organizations are asked to schedule one Adopt-A-Park program a month to remain active in the program.
- Participating organizations are recognized for their commitment to the Adopt-A-Park program with signage posted in their adopted parks.

Groups wishing to adopt a City park should contact the coordinator of the program, [Kee Eng](#), at 954-967-4526 for more information and a program application form. Individuals wishing to participate may also visit the [Volunteer Opportunities Web Site](#) or call 954-921-3020.

**Who can adopt a park?**

- Local high schools and middle schools.
- Optimist clubs or other volunteer organizations.
- Youth sport organizations.
- Social clubs Rotary, Knights of Columbus, Boys & Girls Clubs, Boy Scouts, Girl Scouts, etc.
- Homeowners or civic associations.





WELCOME TO  
**HOLLYWOOD**  
FLORIDA

**Public Works**

A Message from the Director

Our Mission

Directory

Beach Maintenance

Buildings & Grounds

Environmental Services

Fleet Management

Hollywood Marina

Nursery Program

Streets & Highways

Volunteer Services

Adopt-A-Park Program

Awards

FAQs

Invasive Species

[Public Works](#) | [A Message from the Director](#) | [Our Mission](#) | [Directory](#)  
[Beach Maintenance](#) | [Buildings & Grounds](#) | [Environmental Services](#) | [Fleet Management](#)  
[Marina](#) | [Nursery Program](#) | [Streets & Highways](#) | [Volunteer Services](#) | [Adopt-A-Park Program](#) | [Awards](#) | [Invasive](#) | [FAQs](#)

[Home](#) | [Living](#) | [Business](#) | [Visiting](#) | [City Government](#) | [Careers](#) | [Events](#) | [City Directory](#) | [Contact Us](#) | [Privacy](#) | [About Our Site](#)

Copyright © 1997-2011, City of Hollywood Florida  
 2600 Hollywood Boulevard, Hollywood, Florida 33020-4807  
 P. O. Box 229045, Hollywood, Florida 33022-9045

City of Delray Beach

## Parks and Recreation

---

### Adopt-A-Park Program

#### What is Adopt-A-Park?

The primary purpose of this program is to enlist the community's involvement with selective maintenance within a park in order to maintain a clean park environment for all to enjoy.

The program runs January 1st thru December 31st, however, adoptees can adopt a park at any time. Requests to adopt specific parks are processed on a first-come, first-served basis.

#### Tasks:

Tasks may include trash pickup, graffiti reporting, weeding and raking playgrounds, sweeping shelters, cleaning picnic tables, mulching trees and shrubs, restocking doggie bags, and reporting vandalism. Adopters can also help with special projects, such as graffiti cover-up and painting, and planting flowers.

#### Supplies:

The Parks Maintenance Division will supply trash bags, gloves, doggie bags, and any additional items needed to assist with maintenance. They will be responsible for collecting and disposing of the filled bags.

#### Policies:

- The adopting organization commits to a one-year period of adoption. At the end of that year, an organization can renew, change sections (if available), or terminate.
- Monitoring of the park should be done on a regular basis, usually at least once a week. Some sites may require additional time commitments.
- The City of Delray Beach will place a sign in the adopted park, crediting the organization for their assistance.
- An adopting organization may keep any and all proceeds from any material with recyclable value that is found.

For additional information on the Adopt-A-Park program, a copy of the complete policies and rules, and an application, please download the Public Information Packet or contact Alberta Gaum-Rickard at (561) 243-7136 or email Alberta at [gaum@ci.delray-beach.fl.us](mailto:gaum@ci.delray-beach.fl.us)

# Adopt A Park Program

City of Melbourne, Florida

## Leisure Services Department

### Parks Division

- Parks and Rental Info.
- Adopt A Park
- Community Parks
- Military Memorial Park
- Neighborhood Parks
- Other City Parks

### Leisure Activities

- "Winter 2011 Leisure Pursuits"
- Activities
- Aquatics
- Athletics
- Basketball
- Golf Courses
- Softball
- Special Events
- Tennis
- Weight Rooms



### Leisure Facilities

- Auditorium
- Eau Gallie Civic Center
- Front Street Civic Center
- Crane Park Community Center
- Grant Street Community Center
- Lipscomb Park Community Center
- Golf Courses
- Pools
- Tennis Courts

Request For Refund

The **Adopt-a-Park** program provides opportunities for groups to help improve and maintain the City of Melbourne's 34 parks. Adopt-a-Park groups include any business or community based group that is willing to make a commitment. Volunteers from civic organizations, social clubs, neighborhood associations, individual families, churches, schools or employee groups are welcome to participate.

Volunteers can help enhance and maintain our public lands through clean-up efforts, beautification, tree and ornamental plantings, weeding of landscaped areas, painting of picnic tables and park benches and other projects. Your volunteer effort in our parks increases public awareness of the importance of protecting our natural resources; generates pride in our park system; and demonstrates a commitment to your community. Through partnership with groups, the City is able to maintain and improve the park system, keep our parks beautiful and safe for immediate enjoyment, and enjoyment for all future park users.

The Program has three main goals:

1. To develop a body of volunteers give parks a spring and fall clean-up.
2. To encourage volunteers organizations to visit parks periodically and help keep them clean.
3. To encourage organizations to give each park a personal touch such as flowering plants and pruning.

The Leisure Services Department will provide trash bags, tools or paint when needed, as well as pick-ups for brush and trash.

#### How Do We Adopt A Park?

Your group can adopt a park by committing to a one-year period of adoption. At the end of that year an organization can renew, change parks, or terminate. To adopt a park:

1. **Identify a park** you would like adopt and the type of project your would like to complete. If you are not sure what parks are in your area, call Parks Administrator Jeff Dawson at 953-6230 for more information.
2. Complete the **Application Form** and return it. You will then be contacted to discuss the project. Our staff will work with you to identify the project(s) that will provide the greatest benefit to the park.
3. **Once the "adoption" is approved, you're ready to start.** Our Parks Administrator is available to help you with questions and concerns, and will see to it that the Adopt-a-Park signage is displayed reflecting your group's commitment.

#### We Can't Make A Long-Term Commitment, Can We Still Volunteer?

Absolutely. Melbourne Leisure Services sponsors a number of special events, which you can participate in. These include one time clean-up projects, planting, and maintenance projects. We also welcome financial donations that support the purchase of playground equipment, park tables, and planting materials.

#### For More Information

If you would like additional information on adopting a park, contact the Parks Administrator at 953-6230 or send e-mail to [jdawson@melbourneflorida.org](mailto:jdawson@melbourneflorida.org)



## Magali Valls

**From:** Brooks, Lynne V. [lvbrooks@mdpd.com]  
**Sent:** Monday, March 07, 2011 7:47 PM  
**To:** Mayor Billy Bain  
**Subject:** memorial dedication Detective Amanda Haworth

Dear Mayor Bain,

First off, I would like to personally thank you for your many years of dedicated service to the residents of the City of Miami Springs. As a long time resident, I appreciate what you have done and am very proud to live in our city.

I am currently a Sergeant with the Miami-Dade Police Department and would like to petition the Memorial Committee in order to dedicate a memorial on behalf of Detective Amanda Haworth. As you are aware, the Miami-Dade Police Department and community suffered a horrendous loss with the tragic and senseless deaths of Detectives Amanda Haworth and Roger Castillo. Amanda's father, Robert Haworth, and stepmother, Diane, are well respected long time residents of Miami Springs. Mr. Haworth, her son Austin, and Amanda's extended family would be honored to have Amanda's name dedicated to a location in Miami Springs.

Amanda had dreams of giving her 13 year old son, Austin, an avid baseball player, a career in baseball. She was a baseball mom and devoted her time to her family, community, and her black lab "Bella". Amanda was an avid supporter of the ASPCA.

I respectfully request that you and the Memorial Committee consider dedicating the ball field next to the Dog Park, a ball field by the REC Center, a traffic light in the city or an appropriate place in Miami Springs to honor Officer Amanda Haworth. That gesture would recognize the sacrifice that Officer Haworth made for the community and give her a place next to the two of the things that she loved, playing ball with her sons and her dog Bella.

I would like to also volunteer for an open position on one of the community committees when they become available, preferably Parks and roadways, code enforcement or the Memorial committee. I will be retiring in 359 days and would like to serve my city.

Thank you for your consideration in these matters

Sincerely  
Lynne Brooks  
520 Falcon Avenue  
305-542-3984

Think Green. Please only print this e-mail if you need to.

Miami-Dade County is a public entity subject to Florida Statutes Chapter 119, Public Records. E-mail messages are subject to public records disclosure, and with limited exceptions are not exempt from chapter 119.

3/8/2011






MARCH 14, 2011



## City of Miami Springs Interoffice Memo

DATE: March 9, 2011  
TO: Mayor Billy Bain and Members of the City Council  
FROM: James R. Borgmann, City Manager   
RE: Board of Parks and Parkways Requests

---

Below is an email I received form Eric Richey, Chairman of the Board of Parks and Parkways regarding the Library. It asks about several items in the butterfly garden. I have highlited these and provided a response to each.

Jim:

Jean and I met with two guys from the county on Monday to go over the landscaping plans for the palm glade. Nice people and informative. It all looks good and workable; even Jean was "ok" with it.

We talked about the butterfly garden and they said that we would likely be able to get some \$ in a grant for a handicap walkway through the garden. I think this would be a great idea. Also, I don't know when you were through there recently, but there is a picnic table that is a law suit waiting to happen. It's broken and half fallen down. (The table was removed several weeks ago) The wooden benches could be repaired (benches were painted and slats replaced about 2 weeks ago) at minimal cost by replacing the 2X4 planks and painting them. I assume that the library project will be completed within a month or so and by the time of the grand opening we should have the garden brought up to shape. The stone benches need righting (done) and the garden should be allowed to return to a more natural look including stopping the straight line trimming of the shrubbery. Also, the city painted the outside west wall of the racketball court but has not as yet painted the front wall. (Scheduled by PW within the next two weeks)

I asked Mr. Castro why we didn't get curbs around the drive thru and he said he asked for them but there was no money there. I plan to make a plea to Sosa. It would be such a fine finishing touch.

The bamboo clumps were \$400 each so this is no small deal. The "river" of gray rock is a nice touch. All in all it is quite lovely.

In addition, the Board also asked about 15 oak trees on Westward Drive and replacement of same. In conversations with Eric, he believes the minutes do not reflect what was said since there never were 15 oak trees removed from Westward. Robert Williams is following up on this, as well as the need to replace 2 oaks on Curtiss Parkway. Public Works has hand selected the new trees that are on our schedule and they should be planted within the next 2 weeks. Here is the response from PW:

Good Afternoon,

Per Eric Richey, the Board of Parks and Parkways is going to meet on Thursday March 10, 2011. They will be retracting their statement from the last meeting regarding/implying the removal of 15 Oak trees on Westward Dr. The intent was to request that 15 Oak trees be replaced in areas where trees were lost or removed from previous events. I had already planted four in the last couple of years and there are eight going in next week which leaves three areas open for planting.

Attached is a list of address where the trees will be planted next week. All residents were left door hangers with an opportunity to call in if they did not want the tree. I received some calls from them stating that they were very excited to have the tree in front of their home.

## 2011 STREET TREE PLANTING LOG

1. 80 WHITETHORNE DRIVE	1 FRONT
2. 409 SOUTH DRIVE	2 FRONT
3. 260 SHADOW WAY	1 FRONT
4. 400 WESTWARD DRIVE	1 MEDIAN
5. 500 WESTWARD DRIVE	1 MEDIAN
6. 700 WESTWARD DRIVE	1 MEDIAN
7. 800 WESTWARD DRIVE	1 MEDIAN
8. 1100 WESTWARD DRIVE	2 MEDIAN
10. 1300 WESTWARD DRIVE	2 MEDIAN
12. 781 ALBATROSS	1 FRONT
13. 1071 SWAN AVE	2 WEST SIDE
14. 326 FALCON AVE	1 FRONT
15. 1201 PLOVER AVE	1 EAST SIDE
16. 1210 PLOVER AVE	1 FRONT
17. 1231 WREN AVE	1 FRONT
18. 881 HERON AVE ACROSS STREET	ACROSS STREET 1 SIDE
19. 1131 QUAIL AVE	1 FRONT
20. 1145 QUAIL AVE	1 FRONT

21. 1102 MEADOWLARK AVE	1 EAST SIDE
22. 1250 MEADOWLARK AVE	1 FRONT
23. 1901 HAMMOND DRIVE	1 EAST SIDE FR
24. 1900 MIAMI SPRINGS AVE	2 SOUTH SIDE
25. 1880 MIAMI SPRINGS AVE	2 FRONT NORTH-
26 1280 CRANE AVE	2 FRONT WEST S
27 700 DOVE AVE	2 FAR WEST EN
 TOTAL	 33

Speaking of Curtiss Parkway, the timer has been adjusted on the walkway lights. They will be adjusted again after daylight savings starts on March 13.



**FACILITY AGREEMENT**

3-14-2011



**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the **CITY OF MIAMI SPRINGS**, a Florida Corporation, hereinafter referred to as "City", and **Brenda Knight d/b/a "Jazzercise"**, LLC., hereinafter referred to as "Jazzercise";

**WITNESSETH:**

**WHEREAS**, "Jazzercise" has approached the City to solicit authorization to utilize the Multi-Purpose Room in the Community Center to conduct classes on Monday thru Thursday evenings and Saturday morning; and

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

**WHEREAS**, the City Council of the City of Miami Springs has reviewed and discussed the proposal of the "Jazzercise" program and has determined that, subject to the terms and conditions of this Agreement, it is in the best interests of the City and its citizens to authorize the limited usage of the Miami Springs Community Center for the purposes proposed;

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

## USE OF PREMISES

The City of Miami Springs hereby grants to “**Jazzercise**” the right to utilize the multi-purpose room on the first floor of the Community Center on **Monday’s and Wednesday’s afternoons from 5:45 P.M. to 7:05 P.M., Tuesday’s and Thursday’s from 4:45pm 8:05pm., and Saturday mornings from 9:50am to 11:05am.,** for the operation of a program known as “**Jazzercise**” upon the terms and conditions set forth herein. Notwithstanding the foregoing, the City reserves the right to utilize the areas being provided to “**Jazzercise**” upon reasonable advance notice for City related or sponsored activities, so long as a suitable alternate facility location is provided.

## PAYMENTS FOR USAGE

“**Jazzercise**” agrees to pay the City a monthly use fee of four hundred dollars (\$400.00) which is due, in advance, on the first of each month commencing April 1, 2011 and ending with final payment on March 31, 2012. Payments received more than 10 days after the due date will be subject to a twenty dollar (\$20.00) per day late payment fee.

## MAINTENANCE OF PREMISES

“**Jazzercise**” agrees to clean and maintain the area used for its activities so that it is returned to the City in the same condition as received. In the event that “**Jazzercise**” does not comply with this clean up and maintenance provision, “**Jazzercise**” agrees to reimburse the City for the actual costs incurred in cleaning the facility following its usage.

### **ACCEPTANCE OF AGREEMENT**

“Jazzercise” hereby accepts this agreement granted by the City for the use of multi-purpose room on the first floor of the Community Center for the operation of and “Jazzercise” program upon the terms and conditions set forth herein.

### **TERM OF AGREEMENT**

This Agreement shall be for a period of one (1) year beginning on April 1, 2011 and continue through March 31, 2012.

### **RENEWAL OF AGREEMENT**

This Agreement may be renewed upon the mutual consent and agreement of the parties hereto.

### **TERMINATION OF AGREEMENT**

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

### **INSURANCE**

“Jazzercise” shall, at all times during the term hereof, maintain insurance coverage in the amount of \$1,000,000, which shall also name the City as an additional insured under the policy. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage shall be furnished to the City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be cancelled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to the City.



Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that “**Jazzercise**” shall, at any time, upon request, file duplicate copies of the policies of such insurance with the City.

### **HOLD HARMLESS AND INDEMNIFICATION**

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

### **PROHIBITED ACTIVITIES**

“**Jazzercise**” shall not use the premises for any inappropriate or unlawful purpose and shall comply with all State, County and City laws, statutes, ordinances, policies, rules and regulations applicable now, or in the future, to the operation of “**Jazzercise**” and the premises. “**Jazzercise**” shall not permit any offensive, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City, county or state on the premises.

### **NONDISCRIMINATION**

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

### **ASSIGNMENT**

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the City Manager, which may be withheld or conditioned, in the City Manager's sole and exclusive discretion.

### **ATTORNEY FEES AND COSTS**

If either party to this Agreement initiates litigation to enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party in any such litigation, and any appeals there from, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney's fee as fixed by the court.

## NOTICES

All notices or other communications required under this agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. mail, return receipt requested, addressed to the other party at the following address or to such other address as a party may designate for notice:

### **NOTICES TO BE GIVEN TO CITY SHALL BE ADDRESSED AS FOLLOWS:**

CITY OF MIAMI SPRINGS  
Attention: James Borgmann, City Manager  
201 Westward Drive  
Miami Springs, FL 33166

### **NOTICES TO BE GIVEN TO JAZZERCISE SHALL BE ADDRESSED AS FOLLOWS:**

Jazzercise, LLC  
Attention: Brenda Knight  
20 Deer Run  
Miami Springs, Fla. 33166

## MISCELLANEOUS PROVISIONS

A. That this Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

B. That title and paragraph headings contained herein are for convenient reference and are not a part of this Agreement.

C. That should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to

conform with such law, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

D. That this Agreement constitutes the sole and entire understanding between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

E. That this Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or assigns.

F. That "**Jazzercise**" has been procured and is being engaged to provide services to the City as an Independent Contractor, and not as an agent or employee of the City. Accordingly, "**Jazzercise**" shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pensions Ordinances of the City, nor any rights generally afforded civil services or non-civil service employees. "**Jazzercise**" further understands that Florida Worker's Compensation benefits available to employees of the City are not available to it, and it agrees to provide workers' compensation insurance for any employee or agent rendering services.

**THIS SPACE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, "Jazzercise" and the City have set their hands and seals on the day and year first above written.

Jazzercise, LLC.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Brenda Knight  
LLC Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Brenda Knight, LLC Manager of Jazzercise, LLC. She is personally known to me or has produced \_\_\_\_\_ as identification, and did take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

COMMISSION:

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

CITY OF MIAMI SPRINGS

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

JAMES BORGMANN,  
City Manager

ATTEST: \_\_\_\_\_

Magalí Valls,  
City Clerk

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by JAMES BORGMANN,, City Manager and Magali Valls, City Clerk of the City of Miami Springs, Florida. They are personally known to me or have produced \_\_\_\_\_ as identification, and did take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

COMMISSION:





## City of Miami Springs Interoffice Memo

DATE: March 10, 2011

TO: Mayor Billy Bain and Members of the City Council

FROM: James R. Borgmann, City Manager *JRB*

RE: Agreement with the American Red Cross to Operate a Disaster Shelter for the City

---

Attached is a draft Letter of Agreement with the American Red Cross to operate a Non-Hurricane Shelter from our new community center. Recall that the community center, since its inception, was designed to be a hurricane/disaster shelter. Also recall that before we open it as a shelter during a storm, that we want it to go through a storm first to make sure it can withstand a storm. So our first efforts will be as an "after disaster" shelter. This concept is built in to this agreement with the Red Cross.

I believe the agreement (which is fairly standard) gives the City what it needs while at the same time provides flexibility to the Red Cross to provide their services. The City does not have the capability and experience of the Red Cross to provide services after a disaster. This agreement will allow us to provide the best service possible to our residents and those of surrounding communities.

I wanted to bring this to your attention at this time so that we can move forward and have a final agreement to you on March 28, 2011.

Agenda Item No.

City Council Meeting of:

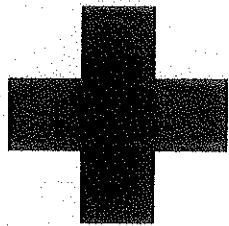
MARCH 14, 2011



**DRAFT**

***Letter Of Agreement  
(LOA)  
Non-Hurricane Shelter***

***Between***



**American  
Red Cross**

South Florida Region

Serving Broward, Miami-Dade &  
Monroe counties

***And***

***City of Miami Springs  
Miami Springs Community Center***

***1401 Westward Drive  
Miami Springs, Fl 33166????????????***

***Maximum Capacity: \_\_\_\_\_***

**DRAFT**

**American Red Cross South Florida Region  
Letter of Agreement (LOA)**

The American Red Cross ("ARC"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The Disaster Relief Activities of the ARC are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the ARC and a Facility Owner ("Owner") or Manager so the ARC can use the facility as an Emergency Shelter during a Disaster as listed in Terms and Conditions paragraph #1. The time period for use of your facilities shall not exceed seven (7) days.

**Terms and Conditions**

1. **Use of Facility:** Upon request and if feasible, the Owner will permit the ARC to use the Facility on a temporary basis as an emergency public shelter for Multi-Family Fires, Floods, Tornadoes, building collapses, transportation or other situations that causes human suffering. Also, may be used a Post Hurricane Shelter for a short period of time (to be determined by Facility Owner, American Red Cross and Office of Emergency Management). Can your Facility be used by other Members of the Community? Yes or No \_\_\_\_\_

Signature

2. **Shelter Management:** The ARC will have primary responsibility for the operation of the shelter and will designate an ARC official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Manager/Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the ARC.

3. **Condition of Facility:** The Facility Manager/Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the ARC. They will use the first page of the *Facility/Shelter Opening/Closing Form*, available on CrossNet, to record any existing damage or conditions. The Facility Manager/Coordinator will identify and secure all equipment that the ARC should not use while sheltering in the Facility. The ARC will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.

4. **Food Services:** Upon request by the ARC, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Manager/Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the ARC.

5. **Custodial Services:** Upon request by the ARC and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Manager/Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.

6. **Security:** In coordination with the Facility Manager/Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.

7. **Signage and Publicity:** The ARC may post signs identifying the shelter as an ARC shelter in locations approved by the Facility Manager/Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.

8. **Closing the Shelter:** The ARC will notify the Owner or Facility Manager/Coordinator of the closing date for the shelter. Before the ARC vacates the Facility, the Shelter Manager and Facility Manager/Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Manager/Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

9. **Reimbursement:** The ARC will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the ARC. Reimbursement for facility damage will be based on replacement at actual cash value. The ARC will select from among bids from at least three reputable contractors. The ARC is not responsible for storm damage or other damage caused by the disaster.*
- b. *Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the ARC's use of the Facility for sheltering. The ARC will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.*

The Owner will submit any request for reimbursement to the ARC within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. **Insurance:** The ARC shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The ARC shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. **Indemnification:** The ARC shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the ARC during the use of the Premises.

12. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

**VIII Approving Officials**

**American Red Cross South Florida Region**

**City of Miami Springs**

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature

**Name:** \_\_\_\_\_  
Print Name

**Name:** \_\_\_\_\_  
Print Name

**Title:** \_\_\_\_\_  
Print Title

**Title:** \_\_\_\_\_  
Print Title

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

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

**ATTACHMENT A – Organization Contact Information**

**Primary Points of Contact**

The primary points of contact in each organization will be responsible for the implementation of the LOA in their respective organizations, coordinating activities between organizations, and responding to questions regarding this LOA. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

ARC South Florida Region

City of Miami Springs

<b>Contact</b>		<b>Contact</b>	
<b>Title</b>		<b>Title</b>	
<b>Office phone</b>		<b>Office phone</b>	
<b>Mobile</b>		<b>Mobile</b>	
<b>e-mail</b>		<b>e-mail</b>	

ARC South Florida Region

City of Miami Springs

<b>Contact</b>		<b>Contact</b>	
<b>Title</b>		<b>Title</b>	
<b>Office phone</b>		<b>Office phone</b>	
<b>Mobile</b>		<b>Mobile</b>	
<b>e-mail</b>		<b>e-mail</b>	

ARC South Florida Region

City of Miami Springs

<b>Contact</b>		<b>Contact</b>	
<b>Title</b>		<b>Title</b>	
<b>Office phone</b>		<b>Office phone</b>	
<b>Mobile</b>		<b>Mobile</b>	
<b>e-mail</b>		<b>e-mail</b>	

# **SOUTH FLORIDA REGION**

## **ATTACHMENT B**

### **Code of Conduct for The International Red Cross and Red Crescent Movement And NGOs in Disaster Relief**

#### **Principle Commitments:**

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.



# CITY OF MIAMI SPRINGS



Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5014  
Fax: (305) 805-5037

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

VIA: James Borgmann, City Manager *JB*

FR: William Alonso, CPA, CGFO, Finance Director *WA*

Date: March 14, 2011

Re: CITT Fund Analysis

In response to Council's request during the February 24, 2011 meeting that an update be provided of available CITT funds as well as pending paving and/or road improvement projects, please note the following:

- 1) As of March 14, 2011 the available balance of CITT funds is \$442,591. This balance represents only the 80% transportation share that can be used for roads and sidewalks. There is also a balance of \$197,871 in the 20% transit share which is used to cover the cost of the shuttle as well as traffic calming signage and devices.
- 2) The following are the pending projects and their allocated costs:
  - Paving for the Springview Elementary Bust Stop \$9,784
  - Re-stripe Miami Springs Elementary area \$1,456
  - Milling and paving along Osage dr and along Miller Dr \$22,877
  - Milling and paving areas of Ludlam rd, Linwood Dr to Whitehorn Dr and Oriole Ave to Falcon Ave. \$50,204
  - Various sidewalk repair projects from Hammond to Starling and Redbird to Meadowlark \$30,850

Total of these 5 pending projects \$115,171.

Please keep in mind that the available balance shown above is as of today's date, the city will be receiving another 7 months of CITT funding which are estimated to be about \$224,000 of which 80% or \$179,200 can be used for transportation purposes.

Please refer to the attached memo from Public Works Director Robert Williams which details a proposal for approximately \$50,000 in sidewalk repairs to the streets shown on the report, as well as \$6,000 in stop bar/double yellow sets for various school locations. The report also provides an updated listing of the status of the radar signs citywide, these have already been paid for. **Agenda Item No.**

City Council Meeting of:

*MARCH 14, 2011*





CITY OF MIAMI SPRINGS  
INTEROFFICE MEMORANDUM

*Public Services Department*

TO: Robert T. Williams, Public Works Director *R. T. Williams*  
FROM: Carolyn Howard, Administrator to Public Works Director

---

RE: CITT Funding Update

---

Information provided in this report was a collaborative effort accomplished by Tom Nash, Lazaro Garaboa and Rosita Hernandez.

**Item No. 1:** Citizens' Independent Transportation Trust (CITT) Balance = \$442,591.00.  
(Rosita Hernandez, Procurement and Reports Supervisor)

Please see attached memorandum, entitled CITT Fund Analysis  
(William Alonso, Finance Director)

**Item No. 2:** CITT Spending  
(Rosita Hernandez, Procurement and Reports Supervisor)

Purchase Orders (POs): Issued to Miguel Lopez, Jr. Inc. that haven't been received/invoiced

- PO 110584 \$ 9,784.40 for new Paving at the Springview Elementary School, bus stop
- PO 110585 \$ 1,455.80 for Restriping MS Elementary School area
- PO 110546 \$22,877.10 for Milling & Paving along Osage Dr. & along Miller Drive
- PO 110549 \$50,204.40 for Milling & Paving areas along Ludlum Rd., Linwood Dr. to Whitethorn Dr. & Oriole Ave to Falcon Ave.
- PO 110548 \$30,850.00 for Wrangler various sidewalks. Item has not been paid.

**Item No. 3:** Status of Update of Radar Signs  
(Tom Nash, Operations Superintendent)

Concerning the update on Radar Sign Installations — we have installed 20 posts, and four (4) units have been placed this week; two (2) on N. Royal and two (2) on S. Royal. Please refer to the attached list.

**Project Wish List Sidewalks:** Items initially identified that are in need of repair.

*Additional items to be added are forthcoming.*

(Lazaro Garaboa, Operations Supervisor)

Please refer to the attached list. Sidewalks identified on list have been determined to be potential trip hazards.

Anticipated cost for this item is \$50,000.00.

**Proposal:** Stop Bar/Double Yellow Sets. Anticipated cost, approximated at \$6,000.00.  
(Lazaro Garaboa, Operations Supervisor)

Please refer to the attached proposal from Miguel Lopez, Jr., Inc.

ch/rtw

FOR BEGINNERS...  
Side walks that need repair  
TRIP HAZARDS

820	Nightingale Ave	59 ft
750	Cherokee Ave	88 ft
870	Plover Ave	81 ft
771	Falcon Ave	84 ft
700	FALCON AVE	86 ft
701	FALCON AVE	115 ft
801	FALCON AVE	58 ft
1141	FALCON AVE	53 ft
1171	FALCON AVE	34 ft
375	FALCON AVE	35 ft
711	WREN AVE	41 ft
700	WREN AVE	95 ft
710	WREN AVE	36 ft

Stay TUNED. THERE ARE MORE SUGGESTED  
LOCATIONS TO COME...

~~5/2/24~~

17, W

PROVIDED by: LAZARO GARABOIA, Operations Supervisor

*Estimated for 20 for Now*

# Proposal / Contract

<b>Proposal #</b> 32117	<b>WORK TO BE PERFORMED AT</b>
<b>Name:</b> Lazaro Garaboa	<b>Name:</b> Various Locations
<b>Company:</b> City of Miami Springs	<b>Job Name:</b> City of Miami Springs
<b>Address:</b> 345 N. Royal Poinciana Miami Springs FL 33166	<b>Job Address:</b> TBA Miami Springs
<b>Telephone:</b> (305) 805-5170 <b>Fax:</b> (305) 805-5176	

We hereby propose to furnish all labor & materials and equipment to perform the following items of work as requested

**PRICE BASED ON COOPER CITY CONTRACT #2010-5**

**APPROXIMATELY 20 STOP BAR/DOUBLE YELLOW SETS**

2000 LF - 4" Single Solid Yellow Thermoplastic Line	\$0.6000	\$1,200.00
240 LF - 24" White Stop Bar Thermoplastic	\$4.4000	\$1,056.00
120 EA - Install Reflective Pavement Marker " Yellow-Yellow"	\$5.0000	\$600.00

**THERMOPLASTIC NOTES**

- 1- Thermoplastic marking are not slip resistant surface.
- 2- Thermoplastic is not recommended for pedestrian crosswalks and fire lane markings.
- 3- Miguel Lopez Jr. Inc. will not be held responsible for anybody slipping and falling on new Thermoplastic Marking at pedestrian crosswalk or fire line.
- 3- The Association shall inform tenants in advance, of MLJR., Inc. intended areas of work as to avoid conflicts with vehicles.
- 4- The Association shall be responsible for removing all vehicles.

**Note:**

- Based on one mobilization.
- Additional mobilization will be charged at \$ 750.00 if area is not clear of vehicles as per schedule. Except for overlay proposals which is \$1,500.00
- Permit and handling fees are not included any additional work required by permit will be added to contract price.
- Owner will supply 2 copies of site plan
- All Material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

**TOTAL \$2,856.00**

**WITH PAYMENT TO BE MADE AS FOLLOWS: 25% Upon Acceptance of Contract, Progress Payments and Final Upon Completion.**

**RESPECTFULLY SUBMITTED: Eddy Lopez Date: 3/7/2011**

**NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN TEN DAYS.**

**ACCEPTANCE OF CONTRACT Proposal # 32117**

The above prices, specifications and condition are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A monthly service charge of 1-1/2% will be added if is not paid under the terms of the contract

Accepted by \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name Title

THE PURCHASER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING A REASONABLE ATTORNEY'S FEE IN THE EVENT THIS INVOICE IS PLACED WITH AN ATTORNEY FOR COLLECTION WHETHER A SUIT IS BROUGHT OR NOT.

*\$6,000 per all 20 necessary*





## City of Miami Springs Interoffice Memo

DATE: March 10, 2011  
TO: Mayor Billy Bain and Members of the City Council  
FROM: James R. Borgmann, City Manager *JRB*  
RE: Agreement Extension with Curtiss Mansion, Inc.

---

As we get closer to the conclusion of the restoration of the Curtiss Mansion, we are beginning the process of finalizing the details of the "Phase II" operating provisions of the original agreement. Such detail will need to be considered by Council in the near future. However, until that time, CMI needs to operate under the basic tenets of the original agreement signed in September of 2000 and extended in 2003 and 2006. Since the original agreement and the two extensions have expired, another extension must be granted.

This extension before you tonight basically mirrors the previous extensions.

It is highly likely that as part of the City's budget process that will begin shortly, consideration will have to be given as to how the mansion will be operated and how it will be funded. The original agreement was signed prior to "9/11/2001" and the current economic turmoil, with assumptions made during those economic times. Obviously, detailed estimates for an operating budget for the Mansion will have to be developed by CMI and the City, and a new, more detailed "Phase II" operating plan developed.

As background, I have attached copies of the original agreement and the two extensions.

Agenda Item No.

City Council Meeting of:

MARCH 14, 2011

**EXTENSION AGREEMENT FOR MANAGEMENT  
AND OPERATION AGREEMENT FOR CURTISS  
MANSION PROPERTY**

**THIS EXTENSION AGREEMENT** made and entered into this \_\_\_\_\_ day of March, 2011, by and between the **CITY OF MIAMI SPRINGS**, a Florida Municipal Corporation, hereinafter referred to as "City", and **CURTISS MANSION, INC.**, a Florida Not-for-Profit Corporation, hereinafter referred to as "CMI":

**WITNESSETH:**

**WHEREAS**, the City and Curtiss Mansion, Inc., (CMI) entered into a "Management and Operation Agreement for Curtiss Mansion Property" on September 1, 2000; and,

**WHEREAS**, the aforesaid Agreement provides for a two phase approach which entails the restoration and then the management and operation of the restored mansion property; and,

**WHEREAS**, each phase of the Agreement is provided with its own "Term" and "Compliance Conditions"; and,

**WHEREAS**, although certain of the Phase I compliance conditions have not yet been met and the achievement of the proposed goals for the "term" have not been completely achieved, the City Council and the City Administration are satisfied that sufficient efforts and progress are being made and achieved by CMI; and,

**WHEREAS**, on August 28, 2002, CMI requested, and the City Council granted, an extension of one (1) year in which to fully comply with the conditions and goals set forth in the Agreement; and,

**WHEREAS**, despite the expiration of the prior Extension Agreement on August 28, 2003, on November 30, 2006, CMI requested, and the City Council agreed to grant a further contract extension to January 15, 2008 in which to comply with the conditions and goals set forth in the Agreement; and,

**WHEREAS**, despite the fact that the Extension Agreement authorized by the City Council expired on January 15, 2008, the City and CMI have continued their contractual relationship without the existence of a further Extension Agreement; and,

**WHEREAS**, the City Council has been advised that CMI has requested an additional extension of time in order to complete the work planned for the grant/bonding funding it has recently received and to secure additional grants and funding that would not be available to CMI without the extension; and,

**WHEREAS**, the completion of the currently anticipated work on the structure and the receipt of other anticipated grants and other funding is expected to permit CMI to achieve compliance with the Phase I terms and conditions of the Agreement; and,

**WHEREAS**, the City Council approved the granting of the aforesaid additional Agreement Extension request at its regular City Council meeting on March 14, 2011, and memorialized its action in this Extension Agreement:



**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and the representations made to the City and the City Council, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That the recitals previously contained herein are true and correct.
2. That the City of Miami Springs hereby grants to Curtiss Mansion, Inc., an extension to December 31, 2011 for compliance with the provisions contained in the "Terms of Agreement" paragraph contained on Page 4 of the existing Management and Operation Agreement for Curtiss Mansion Property.
3. That the City of Miami Springs hereby grants to Curtiss Mansion, Inc., an Agreement Extension to December 31, 2011 for compliance with all "Phase I Compliance Conditions" contained on Pages 12, 13 and 14 of the existing Management and Operation Agreement for Curtiss Mansion Property which have not yet been timely achieved and which are expected to be achieved during the proposed extension period.
4. That the existing Management and Operation Agreement for Curtiss Mansion Property shall, in all other respects, remain in full force and effect and not be otherwise modified, amended, or supplemented except as provided herein.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**CITY OF MIAMI SPRINGS**

By: \_\_\_\_\_  
**JAMES R. BORGMANN**  
City Manager

**ATTEST:**

\_\_\_\_\_  
**MAGALÍ VALLS, CMC**  
City Clerk

-----

**CURTISS MANSION, INC.**

**WITNESSES:**

BY:  
**JO ELLEN PHILLIPS, President**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:**

**MANAGEMENT AND OPERATION AGREEMENT**  
**FOR CURTISS MANSION PROPERTY**

THIS AGREEMENT made and entered into this   1   day of September, 2000, by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, hereinafter referred to as "**City**", and **CURTISS MANSION, INC.**, a Florida not-for-profit corporation, hereinafter referred to as "**CMI**";

**WITNESSETH:**

**WHEREAS**, on August 24, 1998, the City of Miami Springs (City) received a Warranty Deed dated August 11, 1998 from Biscayne Properties, Inc., a Florida Corporation, transferring the ownership of the real property commonly known as the "Curtiss Mansion Property" to the City; and,

**WHEREAS**, at the Regular City Council meeting of September 28, 1998, the City Manager was directed to solicit proposals from all parties interested in managing the Curtiss Mansion Restoration Project; and,

**WHEREAS**, as a result of the Notice and Solicitation of Interest duly advertised in the River Cities Gazette, one (1) proposal response was received from Curtiss Mansion, Inc. (CMI), a newly formed Florida not-for-profit corporation; and,

**WHEREAS**, the City Council reviewed the "Proposal Packet" provided by the CMI group at its Regular City Council meeting of October 26, 1998, conceptually approved the group and its proposal, and directed the City Administrative Staff and City Attorney's office to meet with the representatives of CMI to further discuss their plans and intentions

in regard to the renovation, restoration, and management of the Curtiss Mansion Property; and,

**WHEREAS**, as a result of the meeting between the authorized representatives of CMI and the City, it was determined that in order for CMI to properly conduct the initial "phase" of its proposed project, to determine "feasibility and sustainability", and to explore all fund raising avenues, it would be necessary for the City to officially "designate" CMI as its representative for the Curtiss Mansion Project; and,

**WHEREAS**, on November 9, 1998, the City Council adopted City Resolution No. 98-3103 which designated CMI as the official representative of the City in regard to the Curtiss Mansion Restoration and Redevelopment Project; and,

**WHEREAS** since its official designation by the City, CMI has initiated various actions and activities involving site clean-up, rehabilitation and redevelopment investigations, solicitation of required consultant services, fund raising, grant writing, and promotion and advertising for the Project; and,

**WHEREAS**, CMI has advised the City that in order for it to effectively raise funds and secure grants for the Project, it needs to be in control of the management and operation of the Curtiss Mansion Property; and,

**WHEREAS**, the City Council is desirous of providing CMI with all reasonable support in order for the Project to be successfully completed.

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

## PURPOSE, INTENT AND USE

It is the purpose and intent of this Agreement to provide management and operational control of the subject premises of this Agreement to Curtiss Mansion, Inc., so that it might secure grants and donations for the Curtiss Mansion Property, perform all required rehabilitation and renovation work on the premises, and operate the reconstructed and restored structure and grounds for civic, educational, cultural, social (in accordance with the Warranty Deed conditions contained in Exhibit "A" attached hereto), historic, scientific, governmental, and promotional purposes and activities.

## DEMISED PREMISES

The subject premises of this Agreement shall consist of the property commonly known as the "Curtiss Mansion" (Tract A), which shall also include the grounds surrounding the structure, all of which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

## NATURE OF AGREEMENT

The parties hereto contemplate that this Agreement shall provide the basis for the business relationship between CMI and the City during the two distinct "phases" of the Curtiss Mansion Project.

(A) PHASE I - During this Phase, CMI shall secure grants and donations, propose a rehabilitation and restoration plan for the property to the City, and, subject to the City's approval of the proposed plan, and the construction contracts and required payment and performance bonds, supervise the implementation of the plan and the restoration ~~and~~ ~~redevelopment~~ of the demised premises.

(B) PHASE II - During this Phase, CMI shall control and oversee, subject to certain requirements and conditions

imposed by the City, the management and operation of the restored Curtiss Mansion Property.

### **COMPENSATION TO CITY**

The City shall receive Ten (\$10.00) Dollars, in advance, from CMI for each year this Agreement remains in existence.

### **TERMS OF AGREEMENT**

In accordance with the foregoing provisions, it is contemplated that each "Phase" of the Project will be provided its own "term".

- (A) **PHASE I** - Based upon the restoration schedule provided by CMI'S consultant, R.J. Heisenbottle Architects, P.A., a copy of which is attached hereto as Exhibit "B", the term of Phase I shall commence at the execution of this Agreement and continue thereafter, subject to the termination provisions provided herein, for a period of three (3) years. This term is intended to provide CMI with approximately two (2) years for fund raising and the securing of grants, and approximately one (1) year for the reconstruction and restoration of the premises.
  
- (B) **PHASE II** - CMI shall be provided a term of five (5) years for this Phase which shall commence immediately upon the completion of the Phase I term.

### **RENEWAL OF PHASE II TERM**

Provided this Agreement is in good standing as to all terms and conditions to be performed by and complied with by CMI, and provided that CMI also notifies the City in the manner herein provided for notice under this Agreement no later than ninety (90) days prior to the termination date of the initial Phase II term of this Agreement or any subsequent renewal option period thereof, CMI is hereby granted the option to renew

this Agreement for five (5) additional five (5) year terms commencing on the day following the termination date of the initial Phase II term period provided herein and on the day following the termination date of each proceeding Agreement option term period provided herein. Notwithstanding the foregoing, each renewal option exercised by CMI must be approved by the then City Council of the City.

### **CONDITION OF PREMISES**

The parties hereto mutually acknowledge the unsafe, uninhabitable and partially destroyed condition of the premises at the commencement of this Agreement. CMI accepts the premises in the present condition and understands and acknowledges that the purpose and intent of this Agreement is to provide it managerial and operational control over the premises for the rehabilitation and restoration of all existing conditions. CMI acknowledges that the City has made no representations regarding the existence or nonexistence of any hazardous wastes or toxic substances in, on, or around the subject premises.

### **MAINTENANCE OF PROPERTY**

Upon the execution of this Agreement, CMI shall assume complete responsibility for the maintenance of the Curtiss Mansion Property. The term "maintenance" shall include, but not be limited to, the following:

- A) Providing security for the premises from unauthorized persons.
- B) Instituting and maintaining a plan for the upkeep and appearance of the entire premises (i.e., lawn care and debris and garbage removal).
- C) Payment for all utility services required for the premises.

- D) Payment for all real property taxes, governmental assessments, impact fees, permit fees, or other costs incurred in the management and operation of the premises. However, the City agrees to waive all City building permit fees due to it for the restoration project.
- E) Payment for all liability and all peril (fire, windstorm, vandalism or other casualty) insurance coverages required for the premises as hereinafter provided.
- F) Payment for, and the placement of, all signage required for the premises which has been previously approved by the City.
- G) Payment for the services of the consultant/architectural firm required by this Agreement.

Notwithstanding the foregoing, the City agrees, subject to the approval of the budget proposed for the first year of this Agreement attached hereto as Exhibit "C", to pay for all maintenance costs and fees incurred for the foregoing maintenance items for a period of twelve (12) months following the execution hereof from the "fire fund" currently maintained by the City for the benefit of the subject property. However, it is specifically acknowledged and agreed that the extent of the City's financial liability in regard to this provision is specifically limited to the amount of funding currently available in the aforesaid "fire fund", and that upon the exhaustion of said funds, all City liabilities and obligations in regard to this provision shall terminate immediately.

#### **FAILURE TO MAINTAIN**

If CMI refuses or neglects to maintain the premises as required hereunder and to the reasonable satisfaction of the City, within fifteen (15) days following CMI's receipt of written demand, the City may, at the City's option, conduct such maintenance work or



repairs, without liability to CMI for any loss or damage that may accrue to CMI's merchandise, fixtures, or other property or to CMI's business by reason hereof, and upon completion thereof, CMI shall pay the City's costs for making such work or repairs plus ten (10%) percent for overhead, upon presentation of a paid receipt therefor. All such charges shall incur interest at eighteen (18%) percent on said cost from the date of the request for reimbursement of all payments for work or repairs by the City. In the event that the City shall undertake any maintenance or repair in the course of which it shall be determined that such maintenance or repair work was made necessary by the negligence or willful act of CMI or any of its employees or agents or that the maintenance or repair is, under the terms of this Agreement, the responsibility of CMI, CMI shall pay the City's costs therefor plus overhead and interest as above provided in this section. This section shall not obligate the City to conduct any maintenance work or make any repairs, and may, at the option of the City, cause the termination of this Agreement as otherwise provided herein.

### **INSURANCE AND INDEMNIFICATION**

CMI shall, during the entire term hereof, except as provided under the "Maintenance of Property" section herein for the first year of this Agreement, keep in full force and effect a public liability insurance policy on the premises and the business operated by CMI in the premises in which the limits of liability shall not be less than \$1,000,000.00 per incident and in which the property damage insurance for all perils (fire, windstorm, vandalism, or other casualty) on the demised premises shall not at any time

be less than the full insurable value of the premises. All policies shall name the City and CMI as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City sixty (60) days prior written notice. The insurance shall be with an insurance company approved by the City and a copy of the policy or a certificate of insurance shall be delivered annually to the City. In addition, CMI agrees to indemnify the City and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the subject premises hereof, or the occupancy or use by CMI of the Curtiss Mansion Property or any part thereof, or occasioned wholly or in part by any act or omission of CMI, its agents, contractors, employees, servants, lessees or concessionaires. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against CMI, CMI shall protect and hold the City harmless and shall pay all costs, judgments, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation.

#### **REHABILITATION AND RESTORATION OF PREMISES**

This Agreement contemplates that the subject premises hereof will be substantially rehabilitated and restored by CMI through the use of donations and grants.

- (A) CMI shall not make or cause to be made any improvements, material alterations or additions to the demised premises without the prior express approval of the City. CMI shall furnish to the City the plans and specifications for all

improvements or alterations which CMI desires to make, not less than thirty (30) days prior to the planned commencement of any work upon the demised premises. CMI shall also be required to secure the City's approval for all construction contracts and required payment and performance bonds. Upon securing all required approvals, CMI may alter, renovate, improve and make additions to the premises to enable CMI to use the premises as previously specified herein. CMI covenants and agrees that any and all such work, and any other alterations, additions or improvements to be made by CMI, will be performed in a good and workman-like manner in accordance with the plans and specifications approved by the City and shall be in accordance with all applicable required laws including, but not limited to, all building codes and zoning ordinances. CMI shall be responsible to obtain all governmental approvals, licenses and permits prior to constructing any approved alterations or additions. Prior to commencing any improvements, alterations or additions to the demised premises, CMI shall furnish to the City a "Hold Harmless" Certificate of Insurance, which shall name the City as an insured, and which shall insure and hold harmless the City from any claims for injuries or property damage as a result of the improvements, alterations or additions, in the amount of \$1,000,000 liability coverage. In addition, CMI shall also indemnify and hold harmless the City from and against any claims for injuries or property damage assessed or claimed against the City as a result of the improvements, alterations or additions.

- (B) CMI agrees to comply with all laws, ordinances, orders, rules and regulations, including compliance with all ADA requirements and regulations, affecting the use, occupancy and operation of the Premises, and the cleanliness, safety or operation thereof. CMI agrees to comply with the reasonable regulations and requirements of any insurance underwriter, inspection bureau or similar agency.
- (C) CMI agrees not to permit any illegal practice to be carried on or committed on the Premises, make use of or allow the Premises to be used for any purpose that might invalidate the insurance therefor, keep or use or permit to be kept or used on the Premises any flammable fluids, gases, or explosives, use the Premises for any purpose whatsoever which might

create a nuisance, commit or suffer any waste, install any electrical equipment that overloads lines, permit the collection, disposal, or usage of any toxic or hazardous waste materials or substances on the demised premises.

- (D) CMI shall not commence construction of any improvements upon any of the demised property until it has on hand sufficient funds or resources to complete the improvements. CMI shall be required to show the City evidence of sufficient funds or other resources prior to the commencement of any construction.
- (E) CMI shall promptly pay all contractors and materialmen so as to minimize the possibility of any person attempting to file a lien against the demised premises, and should any lien be made or filed, CMI shall bond against or discharge the same within thirty (30) days after written request by the City. The interest of the City in the demised premises and the fee title to the property shall not be subject to liens for improvements made by CMI.

#### **RIGHT OF ENTRY**

During the term hereof, the City, or its authorized representatives, shall have the right to enter the demised premises at all reasonable hours for the purposes of inspecting the general condition of the premises and determining if the improvements being made to the premises are being performed in an appropriate and workmanlike manner. The City's right of entry shall also include all reasonable inspections to determine if CMI is in compliance with all the terms and conditions hereof.

#### **IMPROVEMENTS TO PREMISES**

All repairs, renovations or fixtures made a part of the leased premises by CMI shall remain the property of CMI for the term of this Agreement and any extension or renewal thereof. CMI shall at all times maintain all peril (fire, windstorm, vandalism, or other casualty) insurance coverage in the name of the City and CMI in an amount

adequate to cover the cost of replacement of all repairs, renovations or fixtures, in the event of any loss. Upon expiration or termination of this Agreement, title to all improvements to the premises shall be vested in the City without any compensation due to CMI. All furniture and equipment which may be removed without material damage to the premises shall remain the property of CMI and may be removed without damage to the premises. CMI, within fifteen (15) calendar days following the expiration or termination of this Lease, shall remove all personal property forthwith. Any of CMI's personal property not removed in accordance with this provision shall constitute a gratuitous transfer of title thereof to the City for whatsoever disposition is deemed to be the best interest of the City. The City shall not be responsible to CMI for any safekeeping of CMI's personal property.

#### **DAMAGE OR DESTRUCTION OF PREMISES**

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises or portion thereof are rendered untenable or unfit for the purpose of CMI, the premises shall, with due diligence, be repaired by CMI from the proceeds of their insurance coverage and/or at its own cost and expense. In the alternate, CMI may elect, within sixty (60) days of the loss, to terminate this Agreement with the City, in which case it shall be the responsibility of CMI to return the premises to the City along with all insurance proceeds received for the damages incurred by the premises. CMI's failure to repair the premises, or to timely elect to terminate this Agreement, shall constitute sufficient cause for this Agreement to be terminated as otherwise provided herein.

## **ASSIGNMENT**

CMI shall not assign, transfer or encumber this Agreement or any part thereof without written consent of the City, and shall not sublet, grant licenses or concessions nor allow any other occupant to come in with or under CMI, without like consent. No assignment (with or without the consent of the City) shall release CMI under this Agreement. The power of the City to give or withhold its consent to any assignment shall not be exhausted by the exercise thereof on one or more occasions but the same shall be a continuing right and power with respect to any assignment under this Lease. Prior to requesting the consent of the City to any proposed sublease or assignment, CMI shall submit to the City detailed written information concerning the proposed or assignee, including background information, financial information and references. The City shall have the absolute right to determine if consent to any requested assignment will be granted. Nothing contained herein shall be construed to require the City to consent to any assignment, sublet, grant of licensee or concession in regard to the subject premises.

## **PHASE I**

### **COMPLIANCE CONDITIONS**

Notwithstanding anything to the contrary contained herein, CMI shall be required to comply with the following conditions during the performance of Phase I of this Agreement:

- (A) Comply with all the terms, conditions and requirements previously set forth herein.

- (B) Submit written reports to the City on a quarterly basis and appear before the City Council at the second regular Council meeting of each reporting quarter to provide information and documentation evidencing the current status and progress of the project.
- (C) Maintain the services of a consultant to assist in the formulation of a "Plan of Action" for the Project, to provide fund raising and grant writing expertise, and to assist in the development of the plans and specifications for the restoration project.
- (D) Secure donations or grant awards for the Project of at least three hundred thousand (\$300,000) Dollars for each quarter of each Agreement year commencing with the execution hereof. The total amount of funds required to be raised prior to the commencement of restoration shall be \$2,400,000. The aforesaid funds must be in the possession of CMI or subject to immediate disbursement (by confirming authorized instrument) to CMI by the end of each quarter. Subject to the approval of the City, CMI shall be permitted to provide reasonable "testimonial recognition" and "namings" at the restored mansion property for all appropriate parties or organizations.
- (E) Take all reasonable actions to insure that all outstanding and anticipated grants are assignable to the City in the event of the termination of this Agreement with the City.
- (F) Provide, for approval by the City, a final "Plan of Action" for the Project within six (6) months following the execution hereof.
- (G) Provide, for approval by the City, a proposed final site plan for the Project within one (1) year following the execution hereof.
- (H) Provide, for approval by the City, proposed final construction plans and specifications for the Project within eighteen (18) months following the execution hereof.
- (I) Provide, for final approval by the City, the final site plan, construction plans and specifications, and all construction contracts and required payment and performance bonds

within two (2) years following the execution hereof.

- (J) Provide documentation on a quarterly basis during the construction phase of the rehabilitation and redevelopment project which evidences compliance with the construction schedules established for the Project.

### **PHASE I - TERMINATION PROVISIONS**

The parties hereto mutually understand and agree that the City may terminate this Agreement prior to the commencement of Phase II of this Agreement if CMI violates, or fails to comply, with any of the foregoing Agreement provisions or any of the Phase I compliance conditions set forth in the preceding provision herein. In accordance with the foregoing, if CMI violates or fails to comply with any of the foregoing provisions, conditions, terms and covenants of this Agreement, the City shall give CMI written notice of the claimed Agreement violation(s) or failures to comply and give CMI thirty (30) days from the receipt of said notice in which to cure said violation(s) or failures.

If the violation(s) or failures cannot reasonably be cured within the required thirty (30) day period, CMI may request, and the City may, in its sole and exclusive discretion, grant, any additional curative time that may be reasonably required, so long as CMI had already commenced action to cure the violation(s) or failures, and CMI continues to diligently pursue said curative actions during the curative extension period.

If the violation(s) or failures are not cured within the curative periods provided herein, the City may then serve CMI with a "Termination for Cause" notice which shall terminate this Agreement between the parties upon receipt by CMI.



## PHASE II - COMPLIANCE CONDITIONS

Upon the successful completion of Phase I of this Agreement, CMI will be in charge of the management and operation of the reconstructed and redeveloped structure and grounds of the Curtiss Mansion property. During this Phase, CMI shall be required to comply with the following conditions:

- (A) Comply with all the terms, conditions and requirements previously set forth herein, except Phase I compliance condition (D).
- (B) Submit written reports to the City on a quarterly basis and appear before the City Council at the second regular Council meeting of each reporting quarter to provide information and documentation evidencing the current status and operations of the Curtiss Mansion property.
- (C) Upon receipt of reasonable advance notice, CMI shall give preference to the City for the use of the demised premises for all governmental, civil, cultural, historic, and promotional activities at no charge to the City.
- (D) CMI shall not permit any uses of the demised premises which are inappropriate or improper or which could reasonably be expected to cause a breach of the peace.
- (E) CMI shall not operate the premises in a manner that creates a nuisance or disturbance for the surrounding and adjacent properties.
- (F) CMI shall not permit any activities which in any manner interfere or hinder the operation of the adjacent City of Miami Springs Golf and Country Club.
- (G) CMI shall not use the premises for any unlawful purpose and shall comply with all laws and permitting requirements applicable now, or in the future, to the operation of the premises and shall not permit any offensive, noisy, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City.

- (H) In providing all management and operational services, including those related to direct contact with the public, and those involving the hiring, treatment and advancement of employees, CMI shall not discriminate in any manner based upon race, color, creed, religion, ancestry, national origin, gender, age, physical/mental handicap or in any other manner. In addition, CMI shall insure the fair and equal use and access to the premises.
- (I) CMI shall annually submit a copy of its approved annual operating budget to the City at least thirty (30) days prior to becoming effective during the term hereof.
- (J) CMI shall provide monthly financial reports and profit and loss statements to the City within twenty (20) days of the closing of each preceding monthly period.
- (K) CMI shall provide the City with its annual financial report, audited by a certified public accountant, including an audit opinion from the accountant, within one hundred twenty (120) days of the closing of its annual accounting period.
- (L) Within thirty (30) days of any request, CMI shall provide the City with copies of any and all other documentation the City may request regarding the management, operation, and finances of the demised premises.
- (M) CMI shall continue to operate the restored premises as a fully functional and self-sustaining historic property during the term of this Agreement.

#### **PHASE II - TERMINATION PROVISIONS**

The parties hereto mutually understand and agree that the City may terminate this Agreement at any time following the commencement of Phase II of this Agreement if CMI violates or fails to comply with any of the foregoing provisions of this Agreement or of the Phase II compliance conditions set forth in the preceding provision herein. In accordance with the foregoing, if CMI violates or fails to comply with any of the foregoing

provisions, conditions, terms and covenants of this Agreement, the City shall give CMI written notice of the claimed Agreement violation(s) or failures to comply and give CMI thirty (30) days from the receipt of said notice in which to cure said violation(s) or failures.

If the violation(s) or failures cannot reasonably be cured within the required thirty (30) day period, CMI may request, and the City may, in its sole and exclusive discretion, grant, any additional curative time that may be reasonably required, so long as CMI had already commenced action to cure the violation(s) or failures, and CMI continues to diligently pursue said curative actions during the curative extension period.

If the violation(s) or failures are not cured within the curative periods provided herein, the City may then serve CMI with a "Termination for Cause" notice which shall terminate this Agreement between the parties upon receipt by CMI.

#### **MUTUAL TERMINATION**

The parties hereto mutually understand and agree that this Agreement may be mutually terminated by the written consent of the parties hereto. Either party may initiate a request for mutual termination upon the basis that the Agreement cannot be performed, a condition cannot be met, or that a failure to perform can not be cured and that an amicable termination of the Agreement is the best solution for the parties hereto.

#### **SURRENDER OF PREMISES**

Upon the expiration of this Agreement, or by the termination thereof, CMI shall surrender the premises in the same condition, except for those improvements, repairs,

renovations, or fixtures previously made a part of the premises by CMI, as the premises were in upon delivery of possession thereto pursuant to this Agreement, reasonable wear and tear excepted. With the exception of all improvements, repairs, renovations and fixtures made a part of the premises, CMI shall remove all its personal property and equipment from the premises before surrendering the premises as aforesaid and shall repair any damage to the premises caused by the removal of the Tenant's personal property and equipment. CMI's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Agreement.

#### **QUIET ENJOYMENT**

CMI shall be permitted to peacefully and quietly have, hold, and enjoy the possession and control of the subject premises hereto, so long as it continues to comply with and abide by the terms, covenants, and conditions of this Agreement.

#### **NOTICES**

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

**CITY: CITY OF MIAMI SPRINGS  
Attention: Frank R. Spence, City Manager  
201 Westward Drive  
Miami Springs, FL 33166**

**WITH COPY TO: CITY ATTORNEY**

**CMI: CURTISS MANSION, INC.  
c/o JoEllen Phillips, President  
2222 Ponce de Leon Blvd., 6th Floor  
Coral Gables, FL 33134**

**WITH COPY TO: JOSEPH A. SOLLA, P.A.  
1356 Westward Drive, Suite A  
Miami Springs, FL 33166**

shall constitute sufficient notice to either party. Compliance with this notice provision shall satisfy all notice requirements in this Agreement.

**WAIVER OF TRIAL BY JURY**

CMI AND THE CITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

**MISCELLANEOUS PROVISIONS**

- (A) No Waiver - The failure of either party hereto to insist on the performance or observance of any one or more conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such covenants or conditions, and either party's obligation with respect to such future performance shall continue in full force and effect.
  
- (B) Gender/Plural - The terms, City and CMI, as herein contained, shall include the singular and/or plural, the masculine, the feminine, and/or the neuter, wherever and whenever, the context so requires or admits.

- (C) Divisibility - If any provision, paragraph, sentence, word, or phrase contained in this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the United States, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform to such laws, or, if nonmodifiable, then same shall be deemed severable, and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- (D) Compliance with Laws - The parties, in the operation and interpretation of this Agreement, agree to comply with all applicable laws, ordinances, codes, rules and regulations of the federal, state and local governments.
- (E) Captions - All captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.
- (F) Non-Discrimination - The parties agree that they will not discriminate as to race, sex, color, creed, national origin, age or disability in connection with the performance of this Agreement.
- (G) Binding Effect - This Agreement shall be binding upon and inure to the benefit of the parties herein, their heirs, executors, legal representatives, successors and assigns.
- (H) Entire Agreement - This Agreement and its attachments constitute the sole and only Agreement of the parties hereto. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with respect to the subject matter of this Agreement are of no force or effect.
- (I) Amendments - No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

- (J) Attorney's Fees - In the event that any litigation is instituted in regard to the enforcement or interpretation of the terms and conditions hereof, the prevailing party in such litigation shall be entitled to an award of all appropriate court costs, reasonable trial attorney's fees, and reasonable appellate attorney's fees.
- (K) Law, Jurisdiction and Venue - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties agree to be subject to the jurisdiction of the courts of Dade County, Florida and subject to service of process therein. Venue for any litigation arising out of or in connection with this Agreement shall be in Dade County, Florida.
- (L) Construction of Agreement - The parties to this Agreement have participated fully in its negotiation and preparation. Accordingly, this Agreement shall not be more strictly construed against either of the parties hereto.
- (M) Time- All times specified herein are of the essence in regards to the operation of this Agreement
- (N) Cumulative Remedies - No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- (O) Authority - Each individual executing this Agreement on behalf of a legal entity represents and warrants that they have authority to execute and deliver same to the other party hereto. Whenever the permission or approval of the City is required by the provisions of this Agreement, such permission or approval shall require the act or action of the City Council.
- (P) City and CMI Not in Business Together - It is understood and agreed that the City shall in no event be construed or held to be a partner or associate of CMI in the conduct of the CMI's business, nor shall the City be liable for any debts incurred by CMI in the conduct of CMI business, and it is understood and agreed that the relationship is and at all times shall remain as more particularly described herein.

(Q) Radon Warning. In accordance with the provisions of Florida Statute Section 404.056(8), to-wit:

**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Level of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**CMI AND THE CITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective proper officers duly authorized thereunto, the day and year first above written.

ATTEST:

**CITY OF MIAMI SPRINGS  
201 Westward Drive  
Miami Springs, FL 33166**

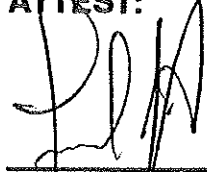
  
\_\_\_\_\_  
**Magali Valls  
City Clerk**

BY:   
\_\_\_\_\_  
**FRANK R. SPENCE, City Manager**



**CURTISS MANSION, INC.,  
A Florida Not-for-Profit Corporation**

**ATTEST:**



**Fred Suco, Secretary**

**BY:**



**JO ELLEN PHILLIPS, President**

OFF. REC. 1824813928

THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:  
PETER L. BRETON, ESQ.  
POST OFFICE BOX 3888  
WEST PALM BEACH, FL 33402

OFF REC 19089 PG 61

98R420980 1998 AUG 26 11:31  
DOCSTPDEE 0.60 SURTX 0.45  
HARVEY RUVIN, CLERK DADE COUNTY, FL

Property Control No. \_\_\_\_\_

Social Security Nos. of Grantee(s) \_\_\_\_\_

EXHIBIT "A"

WARRANTY DEED

THIS WARRANTY DEED, made this 11th day of August, 1998, by BISCAYNE PROPERTIES, INC., a Florida corporation, Trustee under the Fairways Land Trust dated May 9, 1994, whose post office address is 10750 Columbia Pike, Silver Spring, Maryland 20901, hereinafter called the Grantor, to CITY OF MIAMI SPRINGS, FLORIDA, a Florida municipal corporation, whose post office address is 201 Westward Drive, Miami Springs, Florida 33166, hereinafter called Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said Grantee, all that certain land situate in Miami-Dade County, Florida, to-wit:

Tract "A", FAIRWAY, INC. PROPERTIES, a subdivision according to the plat thereof, as recorded in Plat Book 151, Page 80 of the Public Records of Miami-Dade County, Florida.

Subject to easements, covenants, restrictions, and limitations of record.

This conveyance is made upon the following conditions:

1. Grantee shall restore the historic Curtiss Mansion to habitable condition within five (5) years of the date of this Warranty Deed.
2. Grantee shall use and occupy the subject property exclusively for municipal, historic preservation, museum, park, or educational purposes, or any combination thereof and customary accessory uses which may include social and recreational functions of a nature customarily held in museums. In no event shall the subject property be used as a hotel or lodging facility.
3. If Grantee does not restore the historic Curtiss Mansion to habitable condition within five (5) years of the date of this Warranty Deed, Grantee shall demolish and completely remove the Curtiss Mansion from the subject property within six (6) years of the date of this Warranty Deed. Thereafter, Grantee shall use the subject property exclusively as a public park.

And if Grantee violates any of the foregoing conditions, then the Grantor has a right to re-enter the land and terminate the Grantee's estate.

This conveyance is made upon the further condition that Grantee shall make no use of the east 106 feet of

*[Handwritten initials]*

Parcel A except for restoration of the existing historic Curtiss Mansion, landscaping, open space, surface water management, utilities and the existing pond or as it may be reconfigured by the City. The foregoing restriction shall be attached to and run with the land, and shall be for the benefit of and shall be binding upon all future owners and tenants of Parcel A. In addition, the foregoing restriction may be enforced by the Grantor, its successors and assigns through an appropriate civil action in the Circuit Court in and for Miami-Dade County, Florida or any other actions permitted by law. There are no intended third party beneficiaries of this restriction, and no other persons, entities or parties except those named or described herein shall have any right to enforce this restriction.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1997.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

(1) [Signature]  
PAMELA M. WILLIAMS  
Typed name of witness

BISCAYNE PROPERTIES, INC., a Florida Corporation, Trustee under the Fairways Land Trust dated May 9, 1994

By: [Signature]  
Kevin Hanley, Vice President

(2) [Signature]  
Joan M. Maltz  
Typed name of witness

(CORPORATE SEAL)

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY )

Sworn to and subscribed before me this 11<sup>th</sup> day of August, 1998, by KEVIN HANLEY, as Vice President of BISCAYNE PROPERTIES, INC., a Florida corporation, Trustee under the Fairways Land Trust dated May 9, 1994, on behalf of the corporation, and who:

is personally known to me, OR  
 has produced \_\_\_\_\_ as identification

(NOTARY STAMP)

[Signature]  
Notary Name: Patricia M. Whiting  
NOTARY PUBLIC  
Serial (Commission) Number:  
Commission Expires: 3/1/99

**SKETCH TO ACCOMPANY DESCRIPTION**

SCALE 1" = 100'



MIAMI SPRINGS GOLF COURSE  
PROPERTY  
PORTION OF THE SW 1/4 OF  
SECTION 19-63-41

EXHIBIT "A"

BOUNDARY LINE OF  
MIAMI SPRINGS GOLF COURSE  
PROPERTY

MUST BE  
COM  
0' IR  
P. 15

LAB

R-306  
Δ - 3'  
A - 7'

R-2500  
Δ - 89'38"  
A - 29'11"

TRACT "A"  
P. B. 181 P.O. 80

TRACT "B"  
P. B. 181 P.O. 80

TRACT "C"  
P. B. 181 P.O. 80

R-61397  
Δ - 32'30"00  
A - 14376

R-43284  
Δ - 19'14"45  
A - 10539

R-43286  
Δ - 20'12"31  
A - 25844

R-43286  
Δ - 26'02"38  
A - 19675

EXISTING  
BLDG.  
EXISTING  
BLDG.

DEER RUN

FAIRWAY DRIVE

HUGH FRANK DR.

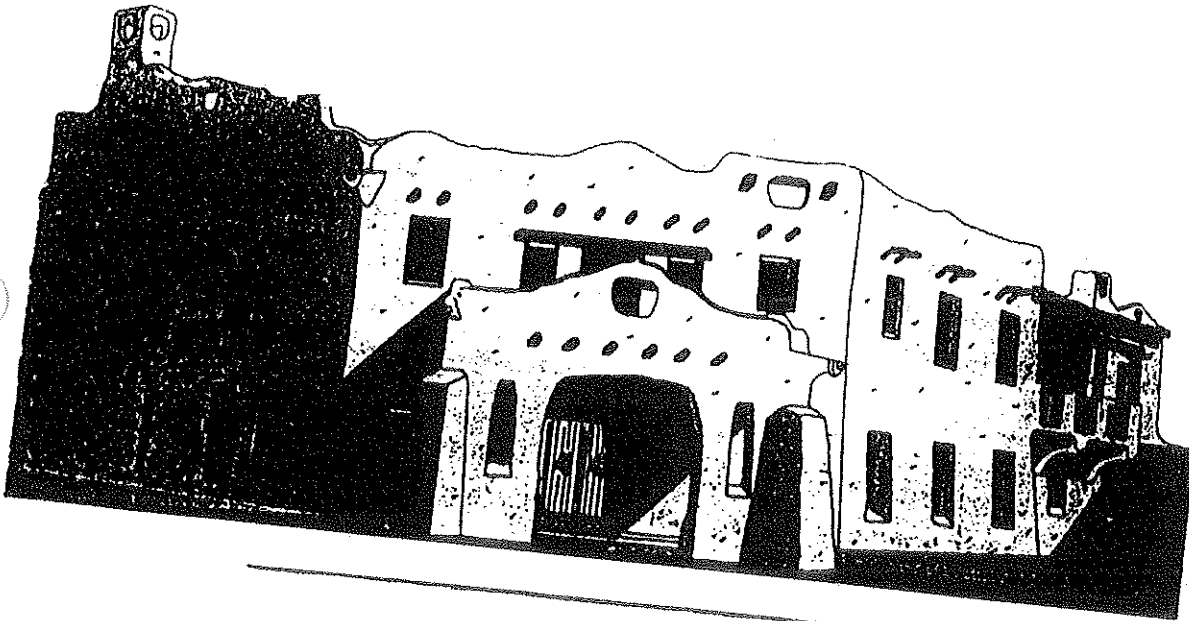
CERTIFICATION -  
I HEREBY CERTIFY THAT THIS SKETCH TO ACCOMPANY DESCRIPTION WAS PREPARED UNDER MY DIRECT  
SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

*Manuel C. Yera*  
MANUEL C. YERA  
PROFESSIONAL SURVEYOR AND MAPPER 14886  
STATE OF FLORIDA

EXHIBIT "B"

**CURTISS MANSION RESTORATION  
MIAMI SPRINGS, FLORIDA**

**PRELIMINARY APPROACH**



**Preliminary Project Schedule**

June 26, 2000

R. J. Heisenbottle Architects, PA



EXHIBIT "C"

**CURTISS MANSION MAINTENTANCE ESTIMATE**

- A) Security for the premises – We are in the process of securing estimates for security lighting. Without all documentation being submitted, the best estimate is \$15,000.00 or less.
- B) Maria Davis, Miami Springs Public Works Director, has supplied the attached estimate for an annual budget of \$9,600.00.
- C) Since there is very little activity on the premises, the utility services are minimal and would be estimated at no more than \$2,400.00 per year.
- D) Fees have been waived by Miami Springs and there is no other fee that should be payable until phase 2 of the project.
- E) The maximum liability is \$500,000 (insurability information provided by the City of Miami Springs). The estimate for insurance coverage for one year is \$3,000.00. All peril insurance for one year is \$1,000.00.
- F) No signage planned at this time.
- G) Heisenbottle and Associates will be retained by CMI once the Management Contract has been signed. The fee structure is attached in the amount of \$36,700.00.

**CURTISS MANSION  
ANNUAL LANDSCAPE MAINTENANCE  
SCHEDULE & BUDGET  
AUGUST 2000**

The industry standard level of quality landscape maintenance which includes cultural practices such as fertilization, weed control, fine pruning, bed maintenance and selective tree pruning is not recommended until the property is rehabilitated.

At this point in time, it is recommended that a reduced level of maintenance be provided to maintain the landscape in an esthetically acceptable condition until restoration of the property is complete.

The following estimate is based on the above recommendation and includes general mowing, edging, minor trimming and debris removal:

**NOVEMBER THROUGH FEBRUARY:**

One cut every three weeks                      6 cuts @ \$400                      \$ 2,400

**MARCH THROUGH OCTOBER:**

One cut every two weeks                      18 cuts @ \$400                      \$ 7,200

**ANNUAL LANDSCAPE MAINTENANCE BUDGET    \$ 9,600**

July 19, 2000

Ms. JoEllen Phillips  
Adkins & Associates, Inc.  
2222 Ponce de Leon Boulevard, 6<sup>th</sup> Floor  
Coral Gables, FL 33134

RE: Curtiss Mansion Restoration

Dear Ms. Phillips:

R. J. Heisenbottle Architects is pleased to submit this fee proposal for pre-design and schematic design services for the restoration and renovation of the Curtiss Mansion. This fee is based on our discussions with you and other members of your organization regarding your vision for the building, a review of the plans, historic material and photographs supplied by the museum, and a cursory visit to the mansion's site.

340  
HENRICKA  
AVENUE  
CORAL  
GABLES  
FLORIDA  
33134  
305 443 7792

**HEISENBOTTLE**  
ARCHITECTS

Our total pre-design fee for documentation of existing conditions, Historic Structures Report, stabilization plan, programming services, schematic design, cost estimate and delivery schedule total \$36,700. A complete breakdown of this fee is attached for your review. Please note that renderings created to convey the vision of the restoration as well for fundraising purposes are at an additional cost of \$2500 each.

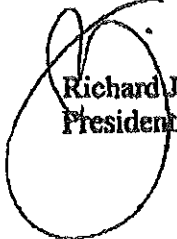
The design development and construction document phase of restoration will be accomplished in Phase II of the project. The design fee for this portion will be evaluated at that time.

JoEllen, please call me if you have any questions regarding this proposal. Arthur and I look forward to working with Curtiss Mansion, Inc. on this important and challenging project.

Very truly yours,

R. J. HEISENBOTTLE ARCHITECTS, PA

Richard J. Heisenbottle, AIA  
President





**CURTISS MANSION RESTORATION**  
Miami Springs, Florida

**PHASE I A&E FEE PROPOSAL**

R.J. Heisenbottle Architects

7/19/00

Project Scope & Budget	Hours	Average Rate	Total
<b>Documentation of Existing Conditions:</b>			
Historic research	16	\$75	\$1,200
<b>Develop Existing Conditions Arch. Plans</b>			
Field Measure	40	\$75	\$3,000
Draft in CADD	40	\$75	\$3,000
<b>Historic Structures Report</b>			
Architectur. R/JHA	24	\$75	\$1,800
Structural D. Wood & Assoc's.			\$1,900
Wallace Roberts & Todd			\$1,000
<b>Stabilization Plan</b>			
R.J. Heisenbottle Architects	24	\$75	\$1,800
Douglas Wood & Assoc's.			\$3,800
<b>Programming &amp; Master Planning</b>			
Charette Pt 1 day conference setting			
R.J. Heisenbottle Architects	16	\$150	\$2,400
Wallace Roberts & Todd			\$2,000
<b>Write Building Program</b>			
R.J. Heisenbottle Architects	16	\$75	\$2,400
<b>Schematic Plans &amp; Elevations</b>			
R.J. Heisenbottle Architects	80	\$75	\$6,000
Wallace Roberts & Todd			\$2,500
<b>Budget Estimate</b>			
R.J. Heisenbottle Architects	4	\$75	\$300
J.A. Condon & Associates			2,500
<b>Project Completion Schedule</b>			
R.J. Heisenbottle Architects	4	\$150	\$600
<b>Non-Reimbursable Expenses</b>			\$500
<b>TOTAL A/E FEE</b>			\$36,700
<b>Renderings ( If required )</b>			
R.J. Heisenbottle Architects			\$2,500ea.

CONFIDENTIAL

**EXTENSION AGREEMENT FOR MANAGEMENT  
AND OPERATION AGREEMENT FOR CURTISS  
MANSION PROPERTY**

**THIS EXTENSION AGREEMENT** made and entered into this 28 day of August, 2002, by and between the **CITY OF MIAMI SPRINGS**, a Florida Municipal Corporation, hereinafter referred to as "City", and **CURTISS MANSION, INC.**, a Florida Not-for-Profit Corporation, hereinafter referred to as "CMI":

**WITNESSETH:**

**WHEREAS**, the City and Curtiss Mansion, Inc., (CMI) entered into a "Management and Operation Agreement for Curtiss Mansion Property" on September 1, 2000; and,

**WHEREAS**, the aforesaid Agreement provides for a two phase approach which entails the restoration and then the management and operation of the restored mansion property; and,

**WHEREAS**, each phase of the Agreement is provided with its own "Term" and "Compliance Conditions"; and,

**WHEREAS**, although certain of the Phase I compliance conditions have not yet been met and the achievement of the proposed goals for the "term" have not been completely achieved, the City Council and the City Administration are satisfied that sufficient efforts and progress are being made and achieved by CMI; and,

**WHEREAS**, CMI has requested that the City provide it with an extension of one (1) year in which to fully comply with the conditions and goals set forth in the Agreement; and,

**WHEREAS**, the City Council has been advised that the requested extension of time is necessary to secure additional grants and funding that would not be available to CMI without the extension; and,

**WHEREAS**, the receipt of the anticipated grants and other funding is expected to permit CMI to achieve compliance with the Phase I terms and conditions of the Agreement; and,

**WHEREAS**, the City Council unanimously approved the granting of the aforesaid extension request at its regular City Council meeting on August 26, 2002, and directed the City Attorney's office to prepare appropriate documentation to memorialize the approval of the extension:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and the representations made to the City and the City Council, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That the recitals previously contained herein are true and correct.
2. That the City of Miami Springs hereby grants to Curtiss Mansion, Inc., an extension of one (1) year for compliance with the provisions contained in the "Terms of Agreement" paragraph contained on Page 4 of the existing Management and Operation Agreement for Curtiss Mansion Property.
3. That the City of Miami Springs hereby grants to Curtiss Mansion, Inc., an extension of one (1) year for compliance with all "Phase I Compliance Conditions" contained on Pages 12, 13 and 14 of the existing Management and Operation Agreement for Curtiss Mansion Property which have not yet been timely achieved and which are expected to be achieved during the proposed extension period.

4. That the existing Management and Operation Agreement for Curtiss Mansion Property shall, in all other respects, remain in full force and effect and not be otherwise modified, amended, or supplemented except as provided herein.

**CITY OF MIAMI SPRINGS**

By: Maria V. Davis  
**MARIA V. DAVIS**  
City Manager

**ATTEST:**

Suzanne S. Hitaffer  
**Suzanne S. Hitaffer,**  
Deputy City Clerk



**CURTISS MANSION, INC.**

**WITNESSES:**

Donna Wood-Beney

Print Name: DONNA WOOD-BENEY

John C. Odwin

Print Name: JOHN C. ODWIN

BY: Jo Ellen Phillips  
**JO ELLEN PHILLIPS, President**

MANAGEMENT AND OPERATION AGREEMENT  
FOR THE CURTISS MANSION PROPERTY:

AGREEMENT DATED SEPTEMBER 1, 2000

cc: Mayor and Council  
Magali Valls, City Clerk (original) *IN SAFE*  
Frank R. Spence, City Manager  
Charles Marshall, Finance Director  
Maria Davis, Public Works Director  
Jan Seiden, Assistant City Attorney

**EXTENSION AGREEMENT FOR MANAGEMENT  
AND OPERATION AGREEMENT FOR CURTISS  
MANSION PROPERTY**

**THIS EXTENSION AGREEMENT** made and entered into this 30<sup>th</sup> day of November, 2006, by and between the **CITY OF MIAMI SPRINGS**, a Florida Municipal Corporation, hereinafter referred to as "City", and **CURTISS MANSION, INC.**, a Florida Not-for-Profit Corporation, hereinafter referred to as "CMI":

**WITNESSETH:**

**WHEREAS**, the City and Curtiss Mansion, Inc., (CMI) entered into a "Management and Operation Agreement for Curtiss Mansion Property" on September 1, 2000; and,

**WHEREAS**, the aforesaid Agreement provides for a two phase approach which entails the restoration and then the management and operation of the restored mansion property; and,

**WHEREAS**, each phase of the Agreement is provided with its own "Term" and "Compliance Conditions"; and,

**WHEREAS**, although certain of the Phase I compliance conditions have not yet been met and the achievement of the proposed goals for the "term" have not been completely achieved, the City Council and the City Administration are satisfied that

sufficient efforts and progress are being made and achieved by CMI; and,

**WHEREAS**, on August 28, 2002, CMI requested, and the City Council granted, an extension of one (1) year in which to fully comply with the conditions and goals set forth in the Agreement; and,

**WHEREAS**, despite the fact that the Extension Agreement authorized by the City Council expired on August 28, 2003, the City and CMI have continued their contractual relationship without the existence of a further Extension Agreement; and,

**WHEREAS**, the City Council has been advised that CMI has requested an additional extension of time in order to complete the work planned for the grant/bonding funding it has recently received and to secure additional grants and funding that would not be available to CMI without the extension; and,

**WHEREAS**, the completion of the currently anticipated work on the structure and the receipt of other anticipated grants and other funding is expected to permit CMI to achieve compliance with the Phase I terms and conditions of the Agreement; and,

**WHEREAS**, the City Council approved the granting of the aforesaid additional agreement extension request at its regular City Council meeting on November 13, 2006, and memorialized its action in this Extension Agreement:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and the representations made to the City and the City Council, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That the recitals previously contained herein are true and correct.

2. That the City of Miami Springs hereby grants to Curtiss Mansion, Inc., an agreement extension to <sup>Dec 31, 2011</sup> ~~January 15, 2008~~ for compliance with the provisions contained in the "Terms of Agreement" paragraph contained on Page 4 of the existing Management and Operation Agreement for Curtiss Mansion Property.

3. That the City of Miami Springs hereby grants to Curtiss Mansion, Inc., an agreement extension to <sup>Dec. 31, 2011</sup> ~~January 15, 2008~~ for compliance with all "Phase I Compliance Conditions" contained on Pages 12, 13 and 14 of the existing Management and Operation Agreement for Curtiss Mansion Property which have not yet been timely achieved and which are expected to be achieved during the proposed extension period.

4. That the existing Management and Operation Agreement for Curtiss Mansion Property shall, in all other respects, remain in full force and effect and not be otherwise modified, amended, or supplemented except as provided herein.

**CITY OF MIAMI SPRINGS**

By:   
**JAMES R. BORGMANN**  
City Manager

**ATTEST:**

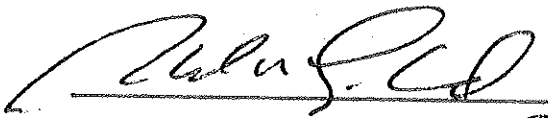
  
**MAGALI VALLS, CMC**  
City Clerk



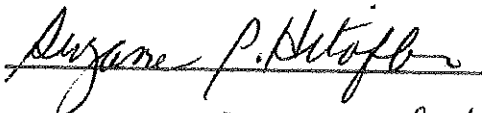


WITNESSES:

CURTISS MANSION, INC. (CMI)



Print Name: RONALD K. GOLLANT



Print Name: Suzanne S. HITTNER

BY:



JO ELLEN PHILLIPS, President



**AGENDA ITEM**

**LOG**

**PROGRESS**

**REPORT**

**ON PAYING**

**TO BE SUBMITTED**

**AT A LATER DATE**





## City of Miami Springs Interoffice Memo

DATE: March 10, 2011  
TO: Mayor Billy Bain and Members of the City Council  
FROM: James R. Borgmann, City Manager *JRB*  
RE: Radar Sign installation progress

---

At Council's request, public works has provided the attached list of locations that have had the new radar signs installed.

**1191 Bluebird**

**1265 Bluebird (across street)**

- Ludlum Dr. between Bluebird and Robin (bike path side)
- Ludlum Dr. between Dove and Ibis

**1621 Hammond (across street)**

**1091 Hammond**

- 1440 Lenape
- Lenape between Quail and Dove
- 920 N.R.P.
- N.R.P. (by boat ramp)
- Dove ave. (across new restrooms)
- Dove ave (across baseball field)
- N.R.P. (across Sunoco gas station)
- 100 N.R.P. (across street)
- S.R.P. (Triangle Park)
- 257 S.R.P.

**East Dr. (50 ft. south of traffic light)**

**East Dr. (100 ft. north of Labaron Dr.)**

- 1329 Westward Dr.
- 1584 Westward Dr.
- 825 Ludlum (bike path side)
- 451 Ludlum

**S.E. corner on N. Esplanade and Westward Drive**

**Corner of Crane and NRP by City seal**

Note(s): 1. We have two (2) more post to install  
2. Waiting for the Police Department's orders

- Indicates that work has been funded or completed.

Agenda Item No.

City Council Meeting of:

*MARCH 14, 2011*



**AGENDA ITEM**

**101**

**BATTING**

**CAGE**

**REPORT**

**TO BE SUBMITTED**

**AT A LATER DATE**





**ARTICLE VIII. OFFICERS; DEPARTMENTS; BOARD; MUNICIPAL COURT**

**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)

(2) The City Council shall by ordinance establish all departments as may be deemed necessary in addition to the building and zoning department, recreation department, public works department, finance department, code enforcement department, and police department.

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

