



# CITY OF MIAMI SPRINGS

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Police Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 887-1444  
Fax: (305) 883-2384

TO: Honorable Mayor Garcia and Members of the City Council  
VIA: James R. Borgmann, City Manager *JRB*  
FROM: Captain Jon Kahn, for Chief Peter G. Baan *Jon Kahn*  
DATE: June 16, 2011

SUBJECT: Recommendation that Council Approve a purchase to Royal Rent-A-Car, the lowest responsible proposer, in the amount of \$19,296.00 for the monthly rental of two vehicles (for a twelve-month period), pursuant to Section §31.11 (E)(2) of the City Code.

REASON: Monthly rental of two (2) undercover/unmarked vehicles for a twelve-month period, beginning July 1, 2011 through June 30, 2012. See attached documentation; memoranda from Captain J. Kahn, proposal from Royal Rent-A-Car, email from Enterprise Car Rental, and email from Hertz Rentals.

COST: \$19,296.00

FUNDING: Police Law Enforcement Trust Fund, as provided for in the FY'11-'12 budget, Account Number 650-2010-521.44-00. This expenditure and the program that it will fund will comply with the provisions of Florida State Statute 932.7055(4)(a & b).

Procurement approval: *TR*

Agenda Item No.

City Council Meeting of:

JUNE 27, 2011



Miami Springs  
Police Department

Memorandum

**To:** James R. Borgmann, City Manager

**Through:** Peter Baan, Chief of Police

**From:** Captain Jon Kahn *Jon Kahn*

**Subject:** 12 Month Proactive Crime Prevention Program  
(Funded by the Law Enforcement Trust Fund)

**Date:** 6/13/2011

**Background:**

The Florida Contraband Forfeiture Act, Florida Statutes 932.701 - 932.707, provides that money, property and monies from the sale of certain properties forfeited in accordance with law shall be deposited in a Law Enforcement Trust Fund (L.E.T.F.). Expenditures from the L.E.T.F. are also governed by the provisions of the Florida Contraband Forfeiture Act. The Act states that fifteen percent (15%) of the funds forfeited on an annual basis must be utilized to fund **Crime Prevention**, Drug Education, and School Resource Officer Programs.

The Miami Springs Police Department's participation in joint investigations with Federal, State and County Agencies has resulted in substantial forfeiture seizures. The current balance of the Miami Springs Police Law Enforcement Trust Fund is over one (1) million dollars.

**Program Description:**

In response to the victimization of residents, business owners and tourists within the City, the Miami Springs Police Department deploys a proactive **crime prevention** task force. The targeted crimes are primarily robbery, burglary, theft and narcotics violations. The task force deploys undercover police officers in unmarked vehicles. These officers surveil the areas affected by recent crime trends and take proactive steps to deter those crimes. Strategies for deterrence will include traffic stops, field interviews of suspects and arrests if appropriate. The prime focus is to prevent the crimes from occurring.

Computer data will be utilized to analyze intelligence information gathered by the task force and other sources. Statistical analysis of recent crime trends will be utilized to assist in the effective deployment of the Task Force.

The standard police fleet vehicle may be recognized by the criminal element and can ineffective as an undercover or surveillance vehicle. This situation compromises the safety of the officer occupying the vehicle and makes undercover operations difficult. It is essential for officer safety and the success of these investigations to change vehicles frequently.

The necessity for a second undercover vehicle in this program is due to the assignment of a Miami Springs Police investigator to the South Florida High Intensity Drug Trafficking Area (HIDTA) Task Force. The HIDTA Task Force Program had initially provided a vehicle to this investigator. However, after successful asset sharing cases and the receipt of asset sharing funds by the participating agency, the HIDTA Program requires the Department to provide a vehicle for the investigator.

Royal Rent-A-Car, Inc. provides a large selection of vehicles and the ability to change vehicles, without restriction. The current contract expires on 6/30/2011. Numerous municipalities within Miami-Dade and Broward Counties utilize this company for rental vehicles. Royal Rent-A-Car was the lowest of three written quotes. See attached memo for quote information. Royal Rent-A-Car will maintain and repair the vehicles provided under this agreement, as necessary. There are no mileage restrictions. If a vehicle under contract is damaged, the City of Miami Springs will be responsible for the first \$500.00 worth of damage per accident. Royal Rent-A-Car will assume responsibility for all damage above \$500.00 to the vehicles rented under this agreement. Liability insurance in the amount of \$300,000 combined single limit per occurrence for bodily injury and property damage is provided by Royal Rent-A-Car.

One mid-size, six cylinder automobile will be utilized by the crime prevention team. The nature of the HIDTA Investigator's assignment necessitates an upgraded vehicle. The following is a breakdown of the projected cost to fund two rental (2) vehicles for the recommended 12 month program, beginning July 1, 2011. If mutually agreed upon, the program can be renewed for two 12 month periods with a 5% increase per year.

**Program Cost Projection:**

07/01/2011 to 06/30/2012(12 mos.)	
1 mid-size vehicle @ \$783.00/mo.	\$ 9,396.00
1 upgrade vehicle @ \$825.00/mo.	\$ 9,900.00
<b>Total 12 month program cost:</b>	<b>\$ 19,296.00</b>

**Recommendation:**

It is recommended that the Council approve \$19,296.00 for expenditure from the Law Enforcement Trust Fund, to provide for the rental of two (2) unmarked vehicles for 12 month period. This expenditure and the program that it will fund will comply with the provisions of Florida State Statute 932.7055 (4)(a)(b).

# MIAMI SPRINGS POLICE DEPARTMENT

## MEMORANDUM

**TO:** Chief P. Baan

**FROM:** Captain J. Kahn 

**SUBJ:** LETF/MSPD Rental Car Program

**DATE:** 6/13/2011

Our rental car program expires on 6/30/2011. We are currently using Royal Rent-A-Car located at 3650 NWSRD in Miami. They used to have the government contract with Miami-Dade County. For unknown reasons, Miami-Dade is currently utilizing Enterprise Car Rental. There are several agencies still utilizing Royal Rent-A-Car such as Sunny Isles, Hialeah, US Customs, FBI, Indian Creek and several agencies from Broward County. There are no government contracts still in effect.

The following are three written quotes from different rental car agencies per our requirements:

**Royal Rent-A-Car**

1 mid-size vehicle @ \$ 783.00 monthly / 1 upgrade vehicle @ \$ 825.00 monthly

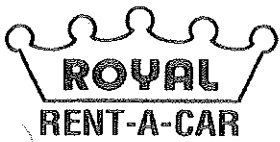
**Avis Rentals / Corporate Office located at 3900 N.W. 25 St., Miami, Fl**

1 mid-size vehicle @ \$ 946.48 monthly / 1 upgrade vehicle @ \$1,215.48

**Aco Rent a Car / Corporate Office located at 2875 N.W. 42 Ave, Miami, Fl**

1 mid-size vehicle @ \$ 1,154.03 monthly / 1 upgrade vehicle @ \$ 1,731.00 monthly.

I would recommend utilizing Royal Rent-A-Car being that they are the less expensive than the other companies and they have provided a professional service in the past.



June 16, 2011

Captain J.Kahn  
Miami Spring Police Department  
201 Westward Drive  
Miami Spring, FL 33166

Dear J. Kahn.

Please consider the following proposal for a 1 year rental /lease.

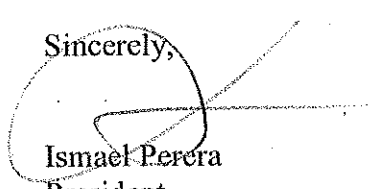
Upon mutual agreement this contract may be extended for two additional one-year periods. All conditions will remain the same, with the rates subject to increase in accordance with the preceding years Consumer Price Index (CPI). In no event shall the price adjustment exceed five percent (5%).

Midsize-	Altima, S40, Mustang, Camry	\$783.00
Pickups-	F150, F250,	\$825.00
SUV-	Explorer, Nitro, Edge,	\$825.00
Minivans-	Sedona, Grand Caravan	\$825.00

With maintenance  
\$500.00 Deductible on Physical Damage  
300,000 C.S.L.  
No U.M.

Thanking you beforehand, I remain,

Sincerely,



Ismael Perera  
President

IP/gs

Good Morning Detective Balester:

My name is Francetta Turner and I am proud to introduce myself as your Avis Minilease Sales Rep. Avis Minilease offers extra savings, added convenience and great benefits for rentals of 60 days and longer. So, if you're taking an extended vacation or your job is moving you across the country, and you need a car for two months or more consider the benefits of an Avis Minilease:

- Special low rates for rentals of 60 days to 11 months – the longer you rent the more you save
- No return or contract renewal for the rental period - all your monthly agreements are filled out when you pick up your car. You don't have to return each month to renew your agreement and charges are automatically billed each month\*
- Travel FREE Faster - You'll earn points or miles on airline and hotel frequent traveler programs for every month you rent at participating Avis locations\*\*
- Wide selection of vehicles, from Compacts to Luxury to Minivans

24 Hour Roadside Assistance - Day or night, Avis is at your call in an emergency. Simply dial our hotline at 1-800-354-2847 for prompt assistance

Thank you for your inquiry regarding the Avis Car Rental.

Approximate monthly total includes unlimited mileage, surcharge, vehicle license fee, and taxes.

Avis rates at	Miami – M6I	are as follows:
Car type:	W – similar to Ford Edge	
Dates:	Based on 330 day mini lease rate:	\$946.48

Unfortunately, no Pick Up trucks in fleet in Miami.

Feel free to contact me directly for further assistance by e-mail or phone at the contact information below. My working hours are Monday through Friday 7:15 am – 3:45 pm cst.

Sincerely,

Francetta Turner  
Specialty Sales Representative  
1-800-524-9000 X 33297  
Francetta.Turner@AvisBudget.com

**From:** Jerry Balester (swordfishing@msn.com)  
**To:** jik0022@yahoo.com;  
**Date:** Thu, June 16, 2011 10:55:12 AM  
**Cc:**  
**Subject:** Fwd: Avis Budget Vehicle Quote.doc - SUV Quote

Sent from my iPhone

Begin forwarded message:

**From:** Jerry Balester <JBalester@miamisprings-fl.gov>  
**Date:** June 16, 2011 10:54:32 AM EDT  
**To:** Jerry Balester <swordfishing@msn.com>  
**Subject:** FW: Avis Budget Vehicle Quote.doc - SUV Quote

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**From:** Turner, Francetta [Francetta.Turner@avisbudget.com]  
**Sent:** Wednesday, June 15, 2011 9:59 AM  
**To:** Jerry Balester  
**Subject:** Avis Budget Vehicle Quote.doc - SUV Quote

Good Morning Det. Balester,  
Thank you for your patience.

The LDW insurance would be an additional \$269.00 pre tax per month to cover the SUV.

Car Groups without Contract Rates  
AWD Number = State of Florida  
Leisure Rate Will Apply

This car group does not have contract rates on the State of Florida account. Customers may rent these vehicles, but a leisure rate will apply.

Leisure rates do not include any account benefits such as gas refunds or insurance coverage. These customer should contact their risk management or travel department to discuss insurance coverage requirements for these vehicles.

I hope this helps.

Francetta Turner  
ABG Specialty Sales  
800-524-9000x33297

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The sender believes that this E-mail and any attachments were free of any virus, worm, Trojan horse, and/or malicious code when sent. This message and its attachments could have been infected during transmission. By reading the message and opening any attachments, the recipient accepts full responsibility for taking protective and remedial action about viruses and other defects. The sender's employer is not liable for any loss or damage arising in any way from this message or its attachments.

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**From:** Jerry Balester (swordfishing@msn.com)  
**To:** jik0022@yahoo.com;  
**Date:** Thu, June 16, 2011 12:00:39 PM  
**Cc:**  
**Subject:** Fwd: ACO RENT A CAR

Sent from my iPhone

Begin forwarded message:

**From:** Jerry Balester <JBalester@miamisprings-fl.gov>  
**Date:** June 16, 2011 11:59:02 AM EDT  
**To:** Jerry Balester <swordfishing@msn.com>  
**Subject:** FW: ACO RENT A CAR

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**From:** Ana Godoy [agodoy@acorentacar.com]  
**Sent:** Thursday, June 16, 2011 11:34 AM  
**To:** Jerry Balester  
**Subject:** ACO RENT A CAR

This prices includes Loss Damage Waiver and taxes. I am not sure if you are tax exempt  
FDAR (Toyota Camry) \$1154,03 with taxes included. \*Available immediately.  
FFAR (Ford Explorer XLT) \$1731 with taxes included. \*Available after July 20th.

Just let me know any question.

Thanks

[cid:image001.jpg@01CC2C16.925071F0]





**OFFICE OF THE CITY CLERK  
MEMORANDUM**

**TO:** Honorable Mayor Garcia and Members of the City Council  
**FROM:** Magali Valls, City Clerk *M. Valls*  
**DATE:** June 20, 2011  
**SUBJECT:** PENDING BOARD APPOINTMENTS

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The following appointments are pending:

<u>APPOINTING COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<b><u>Architectural Review Board</u></b>				
Mayor Xavier Garcia	Kathy Fleischman*	10-31-2012	10-25-2004	11-08-2010
<b><u>Code Review Board</u></b>				
Mayor Xavier Garcia	Connie Kostyra*	04-30-2012	03-28-1994	04-27-2009
<b><u>Disability Advisory Board</u></b>				
Mayor Xavier Garcia	Charlene Anderson*	12-31-2013	05-26-2009	02-14-2011
Councilman Espino -- Group II	Peter Newman*	12-31-2010	VACANT	VACANT
Councilwoman Ator -- Group IV	Roxana Garciga	12-31-2010	08-12-2002	12-10-2007
<b><u>Ecology Board</u></b>				
Councilman Espino -- Group II	Dr. Mara Zapata*	04-30-2013	10-12-2009	05-24-2010
<b><u>Education Advisory Board</u></b>				
Mayor Xavier Garcia	Mindy McNichols*	05-31-2011	05-14-2001	06-08-2009
<b><u>Golf and Country Club Advisory Board</u></b>				
Mayor Xavier Garcia	Michael Dominguez	07-31-2011	04-12-2010	04-12-2010
Vice Mayor Best -- Group I	Mark Safreed	07-31-2011	08-08-2005	08-24-2009
Councilman Espino -- Group II	George Heider	07-31-2011	08-13-2001	02-08-2010
Councilman Lob -- Group III	Phyllis Causey	07-31-2011	11-10-2003	10-12-2009
Councilwoman Ator -- Group IV	Ken Amendola	07-31-2011	02-09-2004	08-24-2009

**Historic Preservation Board**

Councilman Espino (Group II)	Yvonne Shonberger	02-28-2011	06-13-2005	02-11-2008
Councilwoman Ator – Group IV	M.A. Goodlett-Taylor***	01-31-2010	01-24-1983	01-22-2007

**Board of Parks and Parkways**

Councilman Espino (Group II)	Jorge Filgueira**	04-30-2012	05-19-2009	05-19-2009
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**Recreation Commission**

Councilman Espino – Group II	Dr. Stephanie Kondy	04-30-2011	06-13-2005	04-14-2008
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\* Kathy Fleischman resigned on April 19, 2011.  
Connie Kostyra resigned on April 28, 2011.  
Peter Newman resigned on August 1, 2009.  
Mindy McNichols resigned on June 1, 2011.  
Charlene Anderson resigned on June 6, 2011.  
Dr. Mara Zapata resigned from the Ecology Board to become a member of the Education Advisory Board.

\*\* Jorge Filgueira had 3 absences as of May 12, 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



6-27-2009

**CURTISS MANSION  
TAX CREDIT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **CITY OF MIAMI SPRINGS, FLORIDA, or its assignee** (the "Developer") and **BRIAN WISHNEFF & ASSOCIATES, LLC**, a Virginia limited liability company located in Roanoke, Virginia (the "Consultant");

**WITNESSETH**

**WHEREAS**, the City of Miami Springs, Florida ("City") owns and has renovated (or through its delegate, Curtiss Mansion, Inc.) the Curtiss Mansion located at 500 Deer Run, Miami Springs, FL (the "Property") for use as a museum (the "Project");

**WHEREAS**, prior to placing the Property in service, the City intends to transfer the Property to Developer pursuant to a long-term lease for further renovation.

**WHEREAS**, the Property is listed on the National Historic Register or is a contributing building located in a National Historic District;

**WHEREAS**, the Developer desires to have the Project renovated in accordance with the Secretary of Interior design standards;

**WHEREAS**, the Developer desires to utilize federal historic tax credits ("HTC") to assist in funding a portion of the renovation cost for the Project;

**WHEREAS**, the Consultant is experienced in managing HTC projects; and

**NOW, THEREFORE**, the Developer and Consultant agree as follows:

**ARTICLE I**  
**SCOPE OF WORK**

1.1 Managing the Tax Credit Process. The Consultant shall manage the HTC and other tax credit processes from inception until payment is received and accepted by the Developer or its lessee from various tax credit investors, if any.

1.2 Effective Date. The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by the parties, at which time the Consultant shall begin work as specified herein.

1.3 Review of the Architect's Work to Increase Qualified Rehabilitation Expenses.

The federal HTC is twenty percent (20%) of the Project's qualified rehabilitation expenses ("QRE"). Generally, QRE includes the cost of renovation and soft costs, such as, without limitation, architect fees, but does not include new construction, site work, furniture, fixtures and equipment. The Consultant shall work with the Developer's architect to ensure that the Developer is achieving the maximum QRE as a result of the architect's work. The Consultant shall review all aspects of the design at every phase of the design and recommend changes that will likely cause certain items to be classified as QRE. The goal of the Consultant's work is to ensure that the design is executed in such a way as to ensure the highest amount of QRE for the Project.

1.4 Review of General Contractor's Work to Increase QRE. The Consultant shall have two roles with regard to the General Contractor ("GC"):

- a) The Consultant shall assist the Developer's architect in making the GC aware of portions of the Project that are historically significant and need additional sensitivity in the manner they are renovated. The Consultant shall provide a written list of those historic elements that need special treatment and provide that list, with an explanation thereof, to the GC in their initial pre-construction meeting, or as soon as practicable thereafter; and
- b) The Consultant shall work with the GC to ensure that Project expenses are not incorrectly characterized and incorrectly allocated for QRE purposes, so as to avoid the loss of QRE for the Developer.

1.5 Evaluate and Determine Optimum Structure for HTC Program Implementation.

The Consultant shall review and analyze the facts surrounding previous, current and future owners and users of the Project as well as other issues, such as, without limitation, proposed funding sources and expenses incurred to date. Based on this review, the Consultant shall propose a structure that is both cost effective and efficient for the Project. The Consultant will advocate on behalf of the Developer for uses that both respect any existing agreement the Developer might have made or may have promised for the Project, while at the same time working to generate the greatest amount of QRE for the Developer. The approach to these issues

will likely affect the amount of QRE, as well as the cost of implementing the tax credit process for the Developer.

1.6 Creating Tax Credit-related Entities and Agreements. The Consultant shall cause to be drafted **[at its cost or cost of HTC investors]** subject to Developer's approval (within its absolute discretion) of all terms and conditions, those certain documents that are necessary to carry out these HTC programs, including but not limited to, corporate documents, services contracts and/or loan and lease agreements. Both the timing of the creation of these documents as well as the content of these agreements can make the difference in whether the Project ultimately attracts credit investors at all, and if successful, the pricing and size of the credit investment. The Consultant shall work to ensure that it protects and preserves the Project's ability to use these credits and obtain the greatest dollar amount from the investors through these agreements. **[Tax Opinion – if any]**

1.7 Evaluation of Hard and Soft Costs for QRE. The Consultant shall evaluate all potential hard and soft costs over and above the actual renovation of the building that can be classified as QRE and if necessary, work to provide a tax credit investor inclusion of those costs as QRE.

1.8 Incorporating Existing Project Work and Expenses as QRE. The Consultant shall work with the Developer on designating any existing Project expenses and making necessary amendments to existing contracts for services that are necessary to secure the highest possible amount of QRE. If necessary, the Consultant shall advocate for the inclusion of these previously incurred expenses as QRE with potential tax credit investors.

1.9 Working with Existing Project Funds. The way in which funds are characterized and/or the funds come into a Project may have a great impact on the ultimate amount of QRE generated for the Project. The Consultant will work to include all of the sources of funds available to carry out the Project, including all public and private sources of funds.



1.10 Preparing Information Packages for Potential Tax Credit Investors. The Consultant shall collect and prepare informational packets about the Project for potential HTC investors, as well as describe the Project to each potential investor subject to Developer's approval (within its absolute discretion) of all information being disseminated. The quality of the information and the way in which the information is characterized can be critical in determining the investor's level of interest and potential pricing for the credits. The information shall be packaged in a fashion that is recognizable to the largest portion of the tax credit investor community so they can begin to gain confidence in investing in this Project.

1.11 HTC Tax Investor Recruitment & Evaluation. The Consultant shall work to recruit HTC investors. Consultant shall indemnify and hold Developer harmless for any claim or loss (including responsible attorneys fees) with regard to any misrepresentation or misstatement made by Consultant to any prospective investor that was not made by Developer to Consultant, or any omission of a material fact that was disclosed by Developer to Consultant. The recruitment effort shall include local, statewide and national investors. The Consultant shall make all possible efforts to involve local investors. The Consultant shall secure term sheet(s) or offer(s) from HTC investors for approval of Developer. There are many variables in HTC investor's offers that can affect the amount of money the Developer receives as well as the cost of securing or closing-on the HTC investment. Taking these variables into account, as well as the specific needs of the Project, the Consultant shall recommend to the Developer the HTC investor that makes the best proposal based on various pricing terms over the 5-year plus period, as well as tax-credit related expenses over the life of the HTC investor's involvement in the Project.

1.12 Creating and Collecting Information Needed by the HTC Investor for Closing. Once an HTC investor(s) is approved by the Developer within its absolute discretion and a term sheet is signed with that investor, each of the parties shall work towards a closing on the HTC. Generally, the closing would occur when the Developer is ready to sign an agreement with a GC and all other sources of funding are identified. If a construction loan is needed as part of the overall financing, the HTC closing may occur simultaneously with the closing on this construction loan. The Consultant will manage and coordinate these closings, in conjunction

with and pursuant to the terms specified by the Developer and any and all authorized staff. The Consultant shall create, collect and package information needed for closings and provide that information to the HTC investors on a timely and on-going basis, starting from the time the terms sheet is signed with the HTC investor. This will allow for gradual approval of documents over a period of several months. The Consultant shall review draft documents provided by the HTC investor's legal counsel, and, if necessary, advocate on behalf of the Developer to ensure that the documents contain the most favorable terms for the Developer. The Consultant shall also coordinate conference calls and/or meetings between the various parties to provide a forum to address issues in advance of closing and to ensure that any party responsible for providing information and/or documents does so in a timely manner. Generally, at closing, agreements will be signed that will lock in the pricing and other business terms of the HTC investors and will describe the conditions upon which the investors make their equity investment. These agreements shall also describe the duties of each party during the period that the investor remains in the Project and how the investor might exit any partnership in which it may be a member. The Consultant shall work towards this closing in such a manner that it matches the Developer's desired schedule for beginning construction and completing construction. During the term of the Project, based on the current Project facts, the Consultant shall also evaluate the potential benefit of dividing any portion of the construction of the Project into phases.

1.13 Construction meetings. The Consultant shall participate in at least one construction meeting between the architect and GC every three (3) months once construction begins in order to ensure the necessary historic standards are being met.

1.14 Renewable Energy Financial Incentives. If the Project will contain any renewable energy components, the Consultant shall work to identify and secure all potential financial incentives available for energy conservation and renewable energy production for the Project. Consultant shall identify and shall work to secure a tax credit investor for any renewable energy tax credits generated by the Project. In addition, Consultant shall coordinate the closing on these tax credits in the same or substantially similar manner used for the HTC credits.

1.15 Selecting and Working with an Accounting Firm to Complete the Cost Certification. The Consultant shall be the Developer's primary contact with the accounting firm hired by the HTC investors to complete a "Cost Certification Audit" at the end of construction. Developer reserves the right to contact such accounting firm directly. This audit is critical as it is the deciding factor in determining the final dollar amount of QRE to be paid by the investors. The Consultant shall assist the Developer throughout the Project to ensure proper bookkeeping and record keeping practices are followed, in order to obtain the most accurate QRE to be paid by the investors. The Consultant shall also assist in the preparation of information to allow the selected accounting firm to complete its audit in the most efficient manner possible. Consultant may also be present during any visit to the Project by the accountants in order to answer any question that may arise related to the audit. Any such visit and the expenses related thereto shall require the Developer's prior written approval. The Consultant shall review the initial drafts of these audits to bring to the accountant's attention any discrepancies or items overlooked during the audit.

1.16 Payment by Tax Credit Investors. The Consultant shall do the work necessary to obtain the investment by the HTC investors. The Consultant's work on this project and this agreement shall be complete after the total HTC investment is made by the investors. This typically occurs about ninety (90) days after the end of construction.

1.17 Consultant's Authority. The Consultant recognizes they do not have the authority to commit the Developer to financial obligations related to this Agreement.

## **ARTICLE II** **FEES AND SCHEDULE**

2.1 If the Curtiss Mansion is deemed eligible for the twenty percent (20%) federal HTC, the Consultant shall earn a contingent fee of twelve percent (12%) of the total equity payment (the "Equity Payment") and/or other form of investment actually made by any HTC investor or Renewable Energy tax credit investor, and any other governmental credit/deduction program. The Consultant shall be paid within fifteen (15) days of its receipt of a fee on the same schedule as the Developer receives an equity payment from a credit investor. For example,

if the HTC investor pays thirty percent (30%) of its equity halfway through construction, the Consultant shall then be paid thirty percent (30%) of its total fee. The Developer shall be responsible for **[all legal and accounting fees]**, which are typically incurred at closing and paid out of the Equity Payment. Otherwise, the Consultant shall be reimbursed on a quarterly basis for any preapproved direct expenses such as travel, long distance calls and sending overnight packages, whether an HTC closing occurs or not. However, the Consultant shall seek Developer's written approval before incurring any expense for which Developer would be responsible to pay pursuant to this Agreement. Any and all such expenses, which Consultant incurs without Developer's approval, shall be Consultant's responsibility. At no time shall Consultant's reimbursable expenses exceed five thousand dollars (\$5,000).

2.2 Notwithstanding anything set forth herein to the contrary, the approval of the final structure for the contemplated transactions, all agreements and documents, and acceptance of or approval of an HTC investor(s) is subject to the absolute discretion of the Developer. Accordingly, if any term or HTC investor is unacceptable, the Developer may terminate this Agreement subject to the requirement to reimburse the Consultant as provided in 2.1 above.

### **ARTICLE III** **MISCELLANEOUS**

3.1 Assignment. This Agreement may not be assigned by either party, without a written, mutually executed agreement, and only as necessary, if at all, for the fulfillment of the HTC and other tax credit process. When, and if, required and if deemed appropriate by the Developer, the Developer will assign this Agreement to the appropriate entity when notified by the Consultant of the appropriate entity and the timing for such assignment. If assigned by the Developer, the provisions of this Agreement shall inure to the benefit of and be binding upon such assignee and the Consultant.

3.2 Notices. All notices given pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or courier fees prepaid, sent to the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or

overnight delivery service. The parties hereto shall be responsible for notifying each other of any change of address. Addresses for notices are as follows:

If to the Developer: Curtiss Mansion, Inc.  
Attn: JoEllen Phillips  
P.O. Box 661-494  
Miami Springs, FL 33266

If to the Consultant: Brian Wishneff & Associates  
Professional Arts Building  
30 W. Franklin Road  
Suite 503  
Roanoke, Virginia 24011

3.3 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous agreements, understandings and representations, regarding the subject matter contemplated herein. This Agreement may only be modified by written agreement executed by all of the parties.

3.4 Waiver. No waiver of any provision of this Agreement shall be valid, unless in writing and executed by the party against whom it is sought to be enforced.

3.5 Choice of Law, Jurisdiction and Venue. The validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties hereto shall be subject to and construed and enforced in accordance with the laws of the State of Florida. The parties hereby agree that any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Miami-Dade County, Florida in a court of competent jurisdiction.

3.6 Enforceability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein and the remainder of the Agreement shall remain in full force and effect.

3.7 Waiver. Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

3.8 Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective corporate names by their duly authorized officers as of the date first written above.

**CITY OF MIAMI SPRINGS**

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

Name:

Title:

Date \_\_\_\_\_

**BRIAN WISHNEFF & ASSOCIATES**

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

Brian Wishneff, President

Date \_\_\_\_\_

**CURTISS MANSION  
TAX CREDIT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **CITY OF MIAMI SPRINGS, FLORIDA, or its assignee** (the "Developer") and **BRIAN WISHNEFF & ASSOCIATES, LLC**, a Virginia limited liability company located in Roanoke, Virginia (the "Consultant");

**WITNESSETH**

**WHEREAS**, the City of Miami Springs, Florida ("City") owns and has renovated (or through its delegate, Curtiss Mansion, Inc.) the Curtiss Mansion located at 500 Deer Run, Miami Springs, FL (the "Property") for use as a museum (the "Project");

**WHEREAS**, prior to placing the Property in service, the City intends to transfer the Property to Developer pursuant to a long-term lease for further renovation.

**WHEREAS**, the Property is listed on the National Historic Register or is a contributing building located in a National Historic District;

**WHEREAS**, the Developer desires to have the Project renovated in accordance with the Secretary of Interior design standards;

**WHEREAS**, the Developer desires to utilize federal historic tax credits ("HTC") to assist in funding a portion of the renovation cost for the Project;

**WHEREAS**, the Consultant is experienced in managing HTC projects; and

**NOW, THEREFORE**, the Developer and Consultant agree as follows:

**ARTICLE I  
SCOPE OF WORK**

1.1 Managing the Tax Credit Process. The Consultant shall manage the HTC and other tax credit processes from inception until payment is received and accepted by the Developer or its lessee from various tax credit investors, if any.

1.2 Effective Date. The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by the parties, at which time the Consultant shall begin work as specified herein.



1.3 Review of the Architect's Work to Increase Qualified Rehabilitation Expenses.

The federal HTC is twenty percent (20%) of the Project's qualified rehabilitation expenses ("QRE"). Generally, QRE includes the cost of renovation and soft costs, such as, without limitation, architect fees, but does not include new construction, site work, furniture, fixtures and equipment. The Consultant shall work with the Developer's architect to ensure that the Developer is achieving the maximum QRE as a result of the architect's work. The Consultant shall review all aspects of the design at every phase of the design and recommend changes that will likely cause certain items to be classified as QRE. The goal of the Consultant's work is to ensure that the design is executed in such a way as to ensure the highest amount of QRE for the Project.

1.4 Review of General Contractor's Work to Increase QRE. The Consultant shall have two roles with regard to the General Contractor ("GC"):

- a) The Consultant shall assist the Developer's architect in making the GC aware of portions of the Project that are historically significant and need additional sensitivity in the manner they are renovated. The Consultant shall provide a written list of those historic elements that need special treatment and provide that list, with an explanation thereof, to the GC in their initial pre-construction meeting, or as soon as practicable thereafter; and
- b) The Consultant shall work with the GC to ensure that Project expenses are not incorrectly characterized and incorrectly allocated for QRE purposes, so as to avoid the loss of QRE for the Developer.

1.5 Evaluate and Determine Optimum Structure for HTC Program Implementation.

The Consultant shall review and analyze the facts surrounding previous, current and future owners and users of the Project as well as other issues, such as, without limitation, proposed funding sources and expenses incurred to date. Based on this review, the Consultant shall propose a structure that is both cost effective and efficient for the Project. The Consultant will advocate on behalf of the Developer for uses that both respect any existing agreement the Developer might have made or may have promised for the Project, while at the same time working to generate the greatest amount of QRE for the Developer. The approach to these issues

will likely affect the amount of QRE, as well as the cost of implementing the tax credit process for the Developer.

1.6 Creating Tax Credit-related Entities and Agreements. The Consultant shall cause to be drafted **[at its cost or cost of HTC investors]** subject to Developer's approval (within its absolute discretion) of all terms and conditions, those certain documents that are necessary to carry out these HTC programs, including but not limited to, corporate documents, services contracts and/or loan and lease agreements. Both the timing of the creation of these documents as well as the content of these agreements can make the difference in whether the Project ultimately attracts credit investors at all, and if successful, the pricing and size of the credit investment. The Consultant shall work to ensure that it protects and preserves the Project's ability to use these credits and obtain the greatest dollar amount from the investors through these agreements. **[Tax Opinion – if any]**

1.7 Evaluation of Hard and Soft Costs for QRE. The Consultant shall evaluate all potential hard and soft costs over and above the actual renovation of the building that can be classified as QRE and if necessary, work to provide a tax credit investor inclusion of those costs as QRE.

1.8 Incorporating Existing Project Work and Expenses as QRE. The Consultant shall work with the Developer on designating any existing Project expenses and making necessary amendments to existing contracts for services that are necessary to secure the highest possible amount of QRE. If necessary, the Consultant shall advocate for the inclusion of these previously incurred expenses as QRE with potential tax credit investors.

1.9 Working with Existing Project Funds. The way in which funds are characterized and/or the funds come into a Project may have a great impact on the ultimate amount of QRE generated for the Project. The Consultant will work to include all of the sources of funds available to carry out the Project, including all public and private sources of funds.

1.10 Preparing Information Packages for Potential Tax Credit Investors. The Consultant shall collect and prepare informational packets about the Project for potential HTC investors, as well as describe the Project to each potential investor subject to Developer's approval (within its absolute discretion) of all information being disseminated. The quality of the information and the way in which the information is characterized can be critical in determining the investor's level of interest and potential pricing for the credits. The information shall be packaged in a fashion that is recognizable to the largest portion of the tax credit investor community so they can begin to gain confidence in investing in this Project.

1.11 HTC Tax Investor Recruitment & Evaluation. The Consultant shall work to recruit HTC investors. Consultant shall indemnify and hold Developer harmless for any claim or loss (including responsible attorneys fees) with regard to any misrepresentation or misstatement made by Consultant to any prospective investor that was not made by Developer to Consultant, or any omission of a material fact that was disclosed by Developer to Consultant. The recruitment effort shall include local, statewide and national investors. The Consultant shall make all possible efforts to involve local investors. The Consultant shall secure term sheet(s) or offer(s) from HTC investors for approval of Developer. There are many variables in HTC investor's offers that can affect the amount of money the Developer receives as well as the cost of securing or closing-on the HTC investment. Taking these variables into account, as well as the specific needs of the Project, the Consultant shall recommend to the Developer the HTC investor that makes the best proposal based on various pricing terms over the 5-year plus period, as well as tax-credit related expenses over the life of the HTC investor's involvement in the Project.

1.12 Creating and Collecting Information Needed by the HTC Investor for Closing. Once an HTC investor(s) is approved by the Developer within its absolute discretion and a term sheet is signed with that investor, each of the parties shall work towards a closing on the HTC. Generally, the closing would occur when the Developer is ready to sign an agreement with a GC and all other sources of funding are identified. If a construction loan is needed as part of the overall financing, the HTC closing may occur simultaneously with the closing on this construction loan. The Consultant will manage and coordinate these closings, in conjunction

with and pursuant to the terms specified by the Developer and any and all authorized staff. The Consultant shall create, collect and package information needed for closings and provide that information to the HTC investors on a timely and on-going basis, starting from the time the terms sheet is signed with the HTC investor. This will allow for gradual approval of documents over a period of several months. The Consultant shall review draft documents provided by the HTC investor's legal counsel, and, if necessary, advocate on behalf of the Developer to ensure that the documents contain the most favorable terms for the Developer. The Consultant shall also coordinate conference calls and/or meetings between the various parties to provide a forum to address issues in advance of closing and to ensure that any party responsible for providing information and/or documents does so in a timely manner. Generally, at closing, agreements will be signed that will lock in the pricing and other business terms of the HTC investors and will describe the conditions upon which the investors make their equity investment. These agreements shall also describe the duties of each party during the period that the investor remains in the Project and how the investor might exit any partnership in which it may be a member. The Consultant shall work towards this closing in such a manner that it matches the Developer's desired schedule for beginning construction and completing construction. During the term of the Project, based on the current Project facts, the Consultant shall also evaluate the potential benefit of dividing any portion of the construction of the Project into phases.

1.13 Construction meetings. The Consultant shall participate in at least one construction meeting between the architect and GC every three (3) months once construction begins in order to ensure the necessary historic standards are being met.

1.14 Renewable Energy Financial Incentives. If the Project will contain any renewable energy components, the Consultant shall work to identify and secure all potential financial incentives available for energy conservation and renewable energy production for the Project. Consultant shall identify and shall work to secure a tax credit investor for any renewable energy tax credits generated by the Project. In addition, Consultant shall coordinate the closing on these tax credits in the same or substantially similar manner used for the HTC credits.

1.15 Selecting and Working with an Accounting Firm to Complete the Cost Certification. The Consultant shall be the Developer's primary contact with the accounting firm hired by the HTC investors to complete a "Cost Certification Audit" at the end of construction. Developer reserves the right to contact such accounting firm directly. This audit is critical as it is the deciding factor in determining the final dollar amount of QRE to be paid by the investors. The Consultant shall assist the Developer throughout the Project to ensure proper bookkeeping and record keeping practices are followed, in order to obtain the most accurate QRE to be paid by the investors. The Consultant shall also assist in the preparation of information to allow the selected accounting firm to complete its audit in the most efficient manner possible. Consultant may also be present during any visit to the Project by the accountants in order to answer any question that may arise related to the audit. Any such visit and the expenses related thereto shall require the Developer's prior written approval. The Consultant shall review the initial drafts of these audits to bring to the accountant's attention any discrepancies or items overlooked during the audit.

1.16 Payment by Tax Credit Investors. The Consultant shall do the work necessary to obtain the investment by the HTC investors. The Consultant's work on this project and this agreement shall be complete after the total HTC investment is made by the investors. This typically occurs about ninety (90) days after the end of construction.

1.17 Consultant's Authority. The Consultant recognizes they do not have the authority to commit the Developer to financial obligations related to this Agreement.

## **ARTICLE II** **FEES AND SCHEDULE**

2.1 If the Curtiss Mansion is deemed eligible for the twenty percent (20%) federal HTC, the Consultant shall earn a contingent fee of twelve percent (12%) of the total equity payment (the "Equity Payment") and/or other form of investment actually made by any HTC investor or Renewable Energy tax credit investor, and any other governmental credit/deduction program. The Consultant shall be paid within fifteen (15) days of its receipt of a fee on the same schedule as the Developer receives an equity payment from a credit investor. For example,

if the HTC investor pays thirty percent (30%) of its equity halfway through construction, the Consultant shall then be paid thirty percent (30%) of its total fee. The Developer shall be responsible for **[all legal and accounting fees]**, which are typically incurred at closing and paid out of the Equity Payment. Otherwise, the Consultant shall be reimbursed on a quarterly basis for any preapproved direct expenses such as travel, long distance calls and sending overnight packages, whether an HTC closing occurs or not. However, the Consultant shall seek Developer's written approval before incurring any expense for which Developer would be responsible to pay pursuant to this Agreement. Any and all such expenses, which Consultant incurs without Developer's approval, shall be Consultant's responsibility. At no time shall Consultant's reimbursable expenses exceed five thousand dollars (\$5,000).

2.2 Notwithstanding anything set forth herein to the contrary, the approval of the final structure for the contemplated transactions, all agreements and documents, and acceptance of or approval of an HTC investor(s) is subject to the absolute discretion of the Developer. Accordingly, if any term or HTC investor is unacceptable, the Developer may terminate this Agreement subject to the requirement to reimburse the Consultant as provided in 2.1 above.

### **ARTICLE III** **MISCELLANEOUS**

3.1 Assignment. This Agreement may not be assigned by either party, without a written, mutually executed agreement, and only as necessary, if at all, for the fulfillment of the HTC and other tax credit process. When, and if, required and if deemed appropriate by the Developer, the Developer will assign this Agreement to the appropriate entity when notified by the Consultant of the appropriate entity and the timing for such assignment. If assigned by the Developer, the provisions of this Agreement shall inure to the benefit of and be binding upon such assignee and the Consultant.

3.2 Notices. All notices given pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or courier fees prepaid, sent to the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or

overnight delivery service. The parties hereto shall be responsible for notifying each other of any change of address. Addresses for notices are as follows:

If to the Developer: Curtiss Mansion, Inc.  
Attn: JoEllen Phillips  
P.O. Box 661-494  
Miami Springs, FL 33266

If to the Consultant: Brian Wishneff & Associates  
Professional Arts Building  
30 W. Franklin Road  
Suite 503  
Roanoke, Virginia 24011

3.3 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous agreements, understandings and representations, regarding the subject matter contemplated herein. This Agreement may only be modified by written agreement executed by all of the parties.

3.4 Waiver. No waiver of any provision of this Agreement shall be valid, unless in writing and executed by the party against whom it is sought to be enforced.

3.5 Choice of Law, Jurisdiction and Venue. The validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties hereto shall be subject to and construed and enforced in accordance with the laws of the State of Florida. The parties hereby agree that any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Miami-Dade County, Florida in a court of competent jurisdiction.

3.6 Enforceability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein and the remainder of the Agreement shall remain in full force and effect.

3.7 Waiver. Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

3.8 Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

[SIGNATURES TO FOLLOW]



IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective corporate names by their duly authorized officers as of the date first written above.

**CITY OF MIAMI SPRINGS**

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

Name:

Title:

Date \_\_\_\_\_

**BRIAN WISHNEFF & ASSOCIATES**

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

Brian Wishneff, President

Date \_\_\_\_\_



May 25, 2011

Ms. JoEllen Morgan Phillips  
President  
Curtiss Mansion Inc.

**RE: Curtiss Mansion Federal Tax Credit Certification  
Fee Proposal for Additional Services  
RJHA Project No. 06-3277**

Dear JoEllen:

R.J. Heisenbottle Architects is pleased to provide you with this Fee Proposal for Additional Services to prepare Part 2 and 3 applications for Historic Preservation Tax Incentives for the Curtiss Mansion Restoration Project.

We will prepare a Historic Preservation Certification Application for participation in the Federal Historic Preservation Tax Incentives Program, administered under the National Park Service. The Curtiss Mansion is already listed on the National Register of Historic Places as an Individual Site. As such, it is eligible under the above-mentioned program for a 20% Tax Credit for "certified rehabilitation work of a certified historic structure."

Our primary task will be to certify that the rehabilitation work is being done according to the Secretary of the Interior Standards for Rehabilitation. Mr. Ivan Rodriguez, our firm's Principal and Director of Preservation Services, will be directly responsible for this project, based on his expertise on these programs at the state and federal level. In addition, we will work with Bryan Wishneff and Associates, tax attorneys specializing in Tax Credit Certification projects, to ensure that all the appropriate tax-related documentation is properly and accurately presented.

#### SCOPE OF ADDITIONAL SERVICES

1. Prepare "Historic Preservation Certification, Part 2—Description of Rehabilitation". This part "certifies" that the proposed rehabilitation work is consistent with the historic character of the structure, based on the Secretary of the Interior Standards for Rehabilitation. Part 2 must fully describe all aspects of the rehabilitation work, both exterior and interior and provide photographic documentation and architectural drawings detailing the extent of the restoration work.
2. Prepare "Historic Preservation Certification, Part 3—Request of Certification of Completed Work". This part will be prepared after the work has been completed and will certify that the work was appropriately done. This is a critical component of the application process, since it is only after Part 3 is completed and approved that the Tax Credit will be approved.

2199  
PONCE  
DE LEON  
BOULEVARD  
SUITE 400  
CORAL  
GABLES  
FLORIDA  
33134  
305.446.7799  
305.446.9275 FAX

**HEISENBOTTLE**  
ARCHITECTS

## FEES

Our fees for the performance of the Scope of Additional Services outlined above will be a lump sum of \$10,500.00 which will be billed monthly in accordance with the percentage of work completed to date. In addition to these professional fees, we will also bill you monthly for any reimbursable expenses, such as printing, reproduction, courier services and travel expenses incurred in connection with the project. These expenses will be billed at a rate of 1.15 times actual cost incurred. All invoices will be due and payable immediately upon receipt.

## CONCLUSION

As you will understand, we cannot guarantee approval of Tax Incentives Certification for this project. This is especially true because so little of the building's original fabric remained at the time when the restoration work commenced. We feel quite confident however that given the extensive historical and photographic documentation that was used in the restoration process this project will meet all eligibility requirements for tax credit certification. As always, what we can guarantee is the high level of professionalism and the quality of our work in preparing the necessary forms and documentation required as part of the application process.

Provided that this proposal meets with your approval, please sign your acceptance of the terms set forth herein on the line provided below and return a copy of this letter to our office. We will commence work on the project immediately upon receipt of this signed agreement.

Thank you for the opportunity to provide these professional services to Curtiss Mansion Inc. We believe that receiving Historic Preservation Tax Incentives for this project will play a significant role in validating the success of this restoration project and in insuring the operational success of the Curtiss Mansion from this point forward.

Sincerely yours,

R.J. HEISENBOTTLE ARCHITECTS. PA

Richard J. Heisenbottle, FAIA  
President

\_\_\_\_\_  
I Agree to the Terms Set Forth Above  
Joellen Phillips, President,  
Curtiss Mansion Inc.

\_\_\_\_\_  
Date



# CITY OF MIAMI SPRINGS

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Finance Dept.  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5035  
Fax: (305) 805-5018

TO: Honorable Mayor Garcia and Members of the City Council  
VIA: James R. Borgmann, City Manager *JRB*  
FROM: Tammy Romero, Procurement Specialist *TR*  
DATE: June 20, 2011  
SUBJECT: **STATUS OF ELEVATOR**

REASON: On the regular meeting of May 23rd, 2011 Council approved an award to ThyssenKrupp Elevator Corp. to furnish and install an emergency upgrade and replacement of the City Hall elevator. After further discussion and review, the installation requires additional electrical and HVAC work as required by code to complete the necessary installation.

ThyssenKrupp provided a quote for the additional work (Attachment "A") alternates #3 A&B in the total amount of \$15,766.00. Due to the substantial amount, the city obtained an additional quote (Attachment "B") from Computer Electric, Inc. (CEI) our citywide contracted electrician. CEI provided a proposal for furnishing materials and labor, for the same above mentioned work, in the amount of \$6,610.00, **a considerable cost savings to the City in the amount of \$9,156.00.**

Furthermore, ThyssenKrupp has provided an email (Attachment "C") stating that the hiring of our own electrical and HVAC subcontractors would not void or negate any warranty associated with the new elevator.

COST: \$ 6,610.00  
FUNDING: Designated fund balance

Agenda Item No.

City Council Meeting of:

JUNE 27, 2011

## ATTACHMENT A – ALTERNATES

**Alternate #1: New Hoistway Door Equipment - Add on price \$1,737.00**

Furnish and install new door equipment at every opening. New equipment to include:

- \* New hoistway door tracks and hangers
- \* New hoistway door closers and rollers
- \* New hoistway door closers pickups and interlocks

Sign here to accept Alternate No. 1 \_\_\_\_\_

**Alternate #2: New Doors - Add on price \$3,229.00**

ThyssenKrupp Elevator will furnish and install:

- 1 new stainless steel car door
- 1 new aluminum car door sill
- 2 new stainless steel code compliant fire rated hall doors

Sign here to accept Alternate No. 2 \_\_\_\_\_

**Alternate #3 –Code Required Turnkey Items - \$ 8,169.00**

**A.ELECTRICAL WORK - Add on price: \$8,169.00**

1. We have included furnishing and installing:
  - a. Main line safety switch with rejection clips and RK5 fuse. (Size of disconnect is based on existing Motor sizes)
  - b. New cab car light safety switches.
  - c. Code compliance machine room light fixtures with protective covers
  - d. GFI receptacles in machine room.
  - e. GFI receptacles in each pit.
  - f. New hoist way lights in each pit.
  - g. Dedicated earth grounds per elevator machine room
  - h. Phone (connections by others)
  - i. Signal Wire to existing transfer switch Connections by others
  - j. Shunt trip breaker with enclosure
  - k. Permit provided with this proposal (please allow 4 weeks after the owner information is submitted for permitting)
  - l. Code Compliant machine room door and frame.

2. Price is Base on re-using main line feeders. (Based on existing motor sizes)

3. Not included in this proposal is the following:

- a. fire alarm
- b. shunt trip relays connected to the existing fire alarm

All work is to be done on regular working hours between 8:00 AM to 4:30 PM excluding holidays and overtime. Included is one (1) night shut down of elevators

Sign here to accept alternate #3-A \_\_\_\_\_

**B. HVAC WORK – Add on price: \$7,597.00**

Price INCLUDES CODE COMPIANT 3/4 TON A/C UNIT with trenching side walk and driveway

Inspector may require new ceiling to be installed in elevator machine room to hide items that are not related to the elevator.

ThyssenKrupp Elevator cannot provide a quote for the fire alarm work and life safety items. These MUST be Taken care of by the building.

Sign here to accept alternate #3-B \_\_\_\_\_

Attachment "B"

**Computer Electric, Inc.**

660 Miller Drive  
Miami Springs, FL 33166

EC #13001721

Office (305) 889-0018

Fax No. (305) 889-8088

Website: [www.computerelectricinc.com](http://www.computerelectricinc.com)

Email : [mark@computerelectricinc.com](mailto:mark@computerelectricinc.com)

## Proposal

Wednesday, June 01, 2011

City of Miami Springs  
Public Works  
345 N. Royal Poinciana Blvd.  
Miami Springs, FL 33166-5259

Attention: Robert Williams  
Tom Nash

Email: [williamsr@miamisprings-fl.gov](mailto:williamsr@miamisprings-fl.gov)  
Email: [nasht@miamisprings-fl.gov](mailto:nasht@miamisprings-fl.gov)

Jobsite: City Hall-201 Westward Drive, Miami Springs, FL

RE: Elevator Electrical Connections

**Computer Electric, Inc.** will provide materials and labor for installation of electrical modifications to existing elevator equipment, including:

- Provide and install fusible disconnect with rejection clips.
- Provide and install shunt trip breaker for elevator feeds.
- Provide and install pit lights and machine room lights.
- Install elevator machine room equipment ground.
- Provide GFI receptacle in pit and machine room.
- Provide and install elevator cab light disconnect.
- All shunt trip and fire alarm controls by others.
- Install fire rated door with hardware.
- Dispose of existing louvered door.
- Install 1 ton self contained a/c unit with 5" exhaust to outside of building.
- Install electrical feed for a/c unit.

**TOTAL COST OF MATERIALS AND LABOR \$6,610.00**

**\*Electrical permit provided at cost, not included in this proposal.**

Accepted this 17<sup>th</sup> Day of JUNE, 2011.

By: ROBERT W. WILLIAMS / TN

Please pay by invoice – Due upon receipt, statements will not be rendered. All equipment and materials provided by Computer Electric Inc remains as the property of Computer Electric Inc until full and final payment is received. A service charge of 1-1/2% per month (18% per annum) will be charged on invoices over 60 days. In the event it becomes necessary for Computer Electric, Inc. to engage the services of an attorney to collect any sums due under this invoice, the customer will pay reasonable attorney's fees and all costs in making such collection.



Attachment "C"

**Tammy Romero**

**From:** Beringhaus, Robert [Robert.Beringhaus@thyssenkrupp.com]  
**Sent:** Wednesday, June 15, 2011 10:14 AM  
**To:** Tom Nash  
**Cc:** Tammy Romero  
**Subject:** Follow-up on Elevator Modernization.

Mr. Nash,

As we discussed on the phone – hiring your own Electrical and HVAC subcontractors will not void or negate any warranty associated with the elevator.

The only consideration is to have a brief meeting onsite with our mechanic or foreman so that everyone is on the same page where the lighting and HVAC piping and conduits will be installed [So we don't have re-do anything]. Also, the electrical contractor will to meet with the foreman and mechanic onsite to gain access to the elevator pit to install the lights and new GFCI's in the pit.

You can provide me with the contact information after we get final approval to proceed and we can schedule a brief meeting. Let me know if you have any additional questions.

Oh! Tammy – We also do not offer a temporary elevator solution during the modernization. We do have subsidiary company that install residential lifts, etc. However, the elevator and building code is drastically different for a commercial or public building. I have attempted to get a variance in a retirement home before and Miami-Dade County of Elevator safety would not approve the process.

Hope this helps.

Sincerely,  
*Rob Beringhaus*  
Modernization Sales  
**ThyssenKrupp Elevator Corporation**  
Modernization Department  
7481 NW 66th Street  
Miami, FL 33166  
Telephone: (305) 592-7722, ext. 6344  
Cell: (305) 986-5286  
Facsimile: (305)592-7722  
Email: [robert.beringhaus@thyssenkrupp.com](mailto:robert.beringhaus@thyssenkrupp.com)

No virus found in this incoming message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.5.449 / Virus Database: 271.1.1/3703 - Release Date: 06/15/11 06:34:00



JUNE 27, 2011



**City of Miami Springs Interoffice Memo**

DATE: June 23, 2011  
TO: Mayor Xavier Garcia and Members of the City Council  
FROM: James R. Borgmann, City Manager *JRB*  
RE: Strategic Plan update

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Over the past two weeks, in response to Council's request, department heads have begun the process of speaking with the chairs of the various advisory boards. Three of your boards (EAB, Code Review and Architectural Review) are currently without a chair due to resignations, so we will speak to the vice chairs of these boards. I have also taken it upon myself to fill in for the planning department to speak to the Board of Adjustment/Zoning and Planning Board, and the Revitalization Ad Hoc Committee.

The following boards do not have a true staff liaison so either Ron and/or I will speak to these boards:

Education    Architectural Review    Historic Preservation

Over the past years, during every budget season, staff has developed "wish lists" which are basically items or programs that they foresee as needed to move into the future and provide for the ever increasing desires of our residents. On the attached memo, I have listed out some of these that have continued to remain at the top of many people's minds.

In addition, over the past several days, you have received email copies of the strategic plans from Miami Lakes, Cutler Bay and Miami Gardens for your review to see how other cities have addressed their visions for the future. Being "new" cities, I found it interesting that many of the things they listed as future needs are things we already have.

Purchasing has also developed a list of potential consulting firms that have experience in developing strategic plans for local governments. We should have the RFQ ready to go out to these companies within the next week or two, and have recommendations for Council in August.

JUNE 27, 2011



## City of Miami Springs Interoffice Memo

DATE: June 23, 2011  
TO: Mayor Xavier Garcia and Members of the City Council  
FROM: James R. Borgmann, City Manager *JRB*  
RE: Strategic Planning

---

The key element when attempting to develop and implement a strategic plan is the cost of doing so and the supporting revenues. In our current economic condition, nationally and locally, we must make our choices wisely, as there will be little room for failure.

It should also be taken into account that many of the following issues/items also have an impact of on other issues. For example, new hotels on NW 36<sup>th</sup> Street could lead to more rounds of golf and more banquets/meetings at the country club. More rounds of golf may free up funds that could support other recreational improvements. More hotels and restaurants could help promote and attract international sport competitions to the area. So prioritizing these items will also be critical. Also critically intertwined will be the marketing effort needed to promote any or all of these items.

### Capital Items:

MAJOR: Redevelopment of NW 36<sup>th</sup> Street  
\*Hotels / restaurants  
\*International office buildings  
\*New Sports venue(s)  
\*Urgent care medical center?

#### Recreation Facilities:

\*New pool to attract larger swim meets that will pump money into hotels, restaurants and other businesses. New energy efficient heating system.  
\*New fields...possible use of excess land at golf course or purchase/lease more property from other agencies  
\*Renovation of existing fields  
Lighting, parking, seating, leveling, irrigation and sod

Golf Course:

- \*Continue renovation of tee boxes and sand traps, the final physical improvements to the course.

General Government Facilities:

- \*Enlarged or new city hall
- \*Improved parking and storage of heavy equipment and new public works facility (possibly outside city limits?)
- \*Enlarge or new senior center

Fleet:

- \*Move to "green" vehicles wherever possible

Infrastructure:

- \*Reconstruction of city owned major roads
- \*Rebuild old French drains that have become clogged
- \*Street lights...replace with more energy efficient fixtures/bulbs
- \*Parking garage "downtown"

Communications:

- \*Continue upgrade of fiber optic "backbone" to improve speed

**Operational Items:**

- \*Annual survey of citizen satisfaction
- \*Change of elections...staggered terms, longer terms... "continuity"
- \*Regular (monthly/quarterly) events at parks or Circle
- \*More support for business through Chamber or other means
- \*Restructure employee benefits (pension, insurance)
- \*Conduct employee salary surveys of other cities every 2-3 years
- \*Improved technology to allow residents and businesses to pay bills, apply for permits, rent facilities, buy tickets to theater events, access other info, watch Council meetings, etc.
- \*Easy access of city info for the public

City Codes:

- \*Consider a complete revision of the city codes/charter (zoning and others)
- \*Clean up / delete antiquated sections...modernize
- \*Recommend outside firm since this will be very time consuming and "cross-reference" intensive.

- Public works:
- \*Remove invasive species of plants and trees
  - \*Remove all dead or diseased trees
  - \*Continue current methods of garbage and trash collection, but look for ways to save fuel, time and repairs, i.e., expand "yellow tag" program, collect garbage on one side of the alley to reduce fuel consumption of trucks and reduce wear and tear on the vehicles.
  - \*Green vehicles whenever available or practical
- Recreation:
- \*Limit size of programs until and if more fields/venues can be found
  - \*Focus on quality versus quantity
  - \*Limit City support, perhaps a "per participant" \$\$\$ donation to each sport.
  - \*Find new ways to encourage volunteerism beyond normal parent involvement
  - \*Market community center/theater and develop new programming for all ages
  - \*Continue to monitor utility usage and reduce costs whenever possible
- Police:
- \*Continue to improve technology in vehicles to improve productivity of officers in the field.
- Golf:
- \*Improve marketing
  - \*Assess pro shop retail sales and inventory quarterly: (what sells, what doesn't, who buys, price points, seasonal items, etc.)

The easy part of this process is in identifying items such as the above list (which is not meant to be all-inclusive at this time). As stated in my opening sentence, the implementation process (what actions must we take to achieve this goal?) will always be more difficult as it may involve increased costs and quite possibly outside vendors and consultants to assist us.

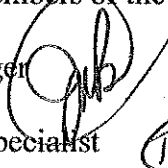
# CITY OF MIAMI SPRINGS


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Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5035  
Fax: (305) 805-5018

TO: Honorable Mayor Garcia and Members of the City Council

VIA: James R. Borgmann, City Manager 

FROM: Tammy Romero, Procurement Specialist 

DATE: June 17, 2011

SUBJECT: **Strategic Planning Facilitators**

Per Councils request from the meeting of June 6, 2011 please find below a list of firms and the City's that have referred them for Strategic Planning Facilitators.

1. **Lyle Sumek Associates, Inc.**  
**The City of Palm Bay**  
9 Flagship Court  
Palm Coast, FL 32137  
386-246-6250  
386-246-6252  
[sumekassoc@cfl.rr.com](mailto:sumekassoc@cfl.rr.com)
2. **Metropolitan Center at FIU**  
**City of Homestead**  
150 S.E. Second Avenue,  
Suite 500,  
Miami, Florida 33131  
305-349-1251
3. **Crossroad Consulting Group, LLC**  
**City of Miami Gardens**  
7300 North Kendall Drive,  
Suite 521  
Miami, Fl. 33156  
305-752-6300  
305-385-8046

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4. **Best Practice Consulting**  
**City of Doral**  
1327 Cottonwood Trail  
Sarasota, Fl. 34232  
941-377-3920
  
5. **Bill Busutil**  
**MD County Office of Strategic Business Management**  
Stephen P. Clark Center  
111 NW 1st Street  
22<sup>nd</sup> floor  
Miami, FL 33128  
305-375-5143  
305-372-5168
  
6. **Ricondo & Associates, Inc.**  
**MD County-Airport District**  
6205 Blue Lagoon Drive (Miami Location)  
Suite 280  
Miami, Fl. 33126  
305-260-2727  
305-260-2728
  
7. **Melissa Hege City Planning LLC**  
**Village of Pinecrest**  
611 NE 55 Street  
Miami, Fl. 33137  
305-607-9257  
305-751-6051  
[melissa@mhepllc.com](mailto:melissa@mhepllc.com)





**CITY OF MIAMI SPRINGS**  
**ELDERLY SERVICES DEPARTMENT**  
**INTEROFFICE MEMORANDUM**

**To:** ✓ Jim Borgmann, City Manager  
**From:** Karen Rosson, Elderly Services Director *Rosson*  
**Subject:** Food Service Subcontract Extension  
**Date:** 6/10/2011  
**CC:** William Alonso, Finance Director

Agenda Item No.  
**City Council Meeting of:**  
JUNE 27, 2011

The City's subcontract for the provision of meals to the Congregate and Home Delivered Nutrition Programs for the Elderly is up for renewal. In accordance with federal regulations governing the City's Title III C-1 and III C-2 grant contracts, the City has the option to extend the Elderly Services Department's food service subcontract for an additional twelve month period with an allowable price adjustment. The current subcontract, originally awarded for the period of 8/1/09—7/31/10, and renewed from 8/1/10—7/31/11, may be extended for one last additional twelve month period if it is in the best interest of the City to do so.

The City's subcontract for food service stipulates that the extension of the contract shall be based on a price adjustment that shall not exceed the percentage increase shown by the "Consumer Price Index for Food, etc., published by the US Department of Labor, Bureau of Statistics, for the 9th month after commencement of the service as compared with the index on the effective date of contract." As per the U.S. Bureau of Labor Statistics' information submitted by the caterer (attachment #1) and confirmed by the City's Finance Director, the Consumer Price Index adjustment for Food and Beverages was 3.1% for this time period. Due to true cost increases incurred by the subcontractor over this past year, and their anticipation of continued cost increases in food, energy and fuel, Greater Miami Caterers, Inc. has requested this allowable price adjustment. As per the attached letter (attachment #2), Greater Miami Caterers is seeking a price increase of 3.1% for congregate meals and home delivered meals as follows:

- a unit cost of **\$2.876 for Congregate Meals** (an increase of \$.0864 from the current rate of \$2.79);
- a unit cost of **\$3.681 for Home Delivered Weekday Meals** (an increase of \$.1107 from the current rate of \$3.27 per meal); and
- a unit cost of **\$3.371 for Home Delivered Weekend Meals** (an increase of \$.1014 from the current rate of \$3.27 per meal).

Based on the past year's outstanding service performance by this caterer, the clients' satisfaction with the food served over the past 12 months, and comparable meal costs paid by other Nutrition Programs for the Elderly throughout the County, it is in the best interest of the City to extend the existing subcontract through July 31, 2012 with the allowable price adjustment. (The overall quality of the food provided by the current caterer was judged to be either "good", "very good" or "excellent" by 100% of the respondents as determined through Participant Satisfaction Surveys administered to the congregate meal recipients in October, 2010.)

Therefore, **it is my recommendation that the subcontract with Greater Miami Caterers, Inc. be renewed for an additional twelve month period from August 1, 2011 through July 31, 2012 at the requested unit costs.** All terms and conditions set forth in the original subcontract document and bid package would remain in effect, including a 30 day written notice of "Termination of Contract" clause should services prove unsatisfactory.

Upon Council approval, the attached Addendum #2 requires authorized signatures from the City of Miami Springs and Greater Miami Caterers Inc. to execute a one year extension of the Food Service Subcontract.



# ★ U.S. Bureau of Labor Statistics

## Southeast Information Office

# Southeast Consumer Price Index Card

- Monthly and Bimonthly Indexes
- Semiannual Indexes
- 1-Page PDF Version — the PDF is preferred for printing (note that the tables below are updated several hours before the PDF version).

## Monthly and Bimonthly Indexes

**Consumer Price Index for All Urban Consumers (CPI-U) in the U.S. and South, not seasonally adjusted**  
**(1982-84=100 unless otherwise noted)**

Item	U.S. City Average			South region		
	Apr 2011	Percent change from		Apr 2011	Percent change from	
		1 month ago	1 year ago		1 month ago	1 year ago
<b>All Items</b>	224.906	0.6	3.2	218.820	0.7	3.4
<b>Food and Beverages</b>	226.248	0.3	3.1	224.691	0.5	3.2
<b>Housing</b>	217.901	0.1	1.0	202.368	0.1	0.9
<b>Apparel</b>	122.226	0.8	0.1	131.976	0.9	0.3
<b>Transportation</b>	216.867	2.8	11.8	217.453	3.0	13.2
<b>Medical Care</b>	398.813	0.3	2.9	378.857	0.4	2.4
<b>Recreation</b> (1)	113.368	0.1	-0.4	114.194	0.2	0.0
<b>Education and Communication</b> (1)	130.643	0.0	1.0	126.614	-0.1	1.1
<b>Other Goods and Services</b>	386.226	0.2	1.9	377.713	0.2	1.3
<b>U.S. City Average All Items</b> (1967 = 100)	673.717					



# Master Host • Greater Miami Caterers, Inc.

LANDMARKS IN THE FOOD SERVICE INDUSTRY

4001 N.W. 31st AVE., MIAMI, FLORIDA 33142 • P.O. BOX 520752, MIAMI, FLORIDA 33152  
(305) 633-8066 • (305) 633-4616 • Broward (954) 927-3266 • Fax (305) 635-5202



May 19, 2011

Karen Rosson, Senior Center Program Director  
City of Miami Springs  
201 Westward Drive  
Miami Springs, Fl. 33166

Dear Ms. Rosson,

As per the contractual specifications contained in your bid of June 30, 2009, Greater Miami Caterers, Inc. is submitting the following:

- 1) That we would be happy to accept, if offered by the City of Miami Springs, an extension of the current catering contract #10-08/09 for the period of August 1, 2011 to July 31, 2012 for the purchase of food catering to your Congregate and Home Delivered Nutrition Programs for the Elderly.
- 2) The terms of this renewal as delineated in the bid would be for one additional year. This is the second year option of the two optional renewal years.
- 3) As per the attached report from the U.S. Department of Labor, Bureau of Labor Statistics, for the most current period of April 2011, "Consumer Price Index for Food", which is the mandated guide for price increases as described on page 7 of the Invitation to Bid, titled "Catering Services for Miami Springs Senior Center", reports a 3.1% increase for the period.
- 4) This would result in a Congregate Meal price of \$2.876, a Home-Delivered Weekday Meal price of \$3.681 and a Home-Delivered Weekend Meal price of \$3.371.
- 5) Since the current rates during the past year were actually the originally bid rates submitted in 2009, this increase of price averaged over the life of the contract would result in an annual rate of increase of only 1.52% over the originally bid prices.

We have greatly appreciated the opportunity to serve the City of Miami Springs over the past seventeen years and feel that we continue to put our heart and souls into our daily service to you. We would like to continue to have this opportunity and would hope that you elect to renew our current agreement. Please let me know if you have any questions and thank you for your consideration.

Sincerely,

John Olmo  
Vice-President

ADDENDUM #2

TO INVITATION TO BID #10-08/09 AWARD CONTRACT

**FOOD SERVICE SUBCONTRACT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of June, 2011 by and between the CITY OF MIAMI SPRINGS, hereinafter referred to as the "City", and GREATER MIAMI CATERERS, INC., hereinafter referred to as the "Contractor":

WITNESSETH:

The above named parties mutually agree:

- I. That the contract between said parties for City Bid #10-08/09, originally awarded on July 7, 2009, is extended from 8/1/11 through 7/31/12 under the following conditions:
  - A. The original contract entered into on August 1, 2009 is, in fact, the contractual agreement between the City and the Contractor and that all terms, conditions, duties, obligations and responsibilities are to be in effect for the duration of the contract extension.
  - B. The Contractor agrees to supply the City with hot home delivered lunch meals and congregate lunch meals as stipulated in the City's bid specifications and original contract document for the following unit prices:

Congregate      Weekday Meals at a unit cost of \$2.876 per meal  
Home Delivered Weekday Meals at a unit cost of \$3.681 per meal  
Home Delivered Weekend Meals at a unit cost of \$3.371 per meal

IN WITNESS WHEREOF, the parties hereto have caused this Addendum #3 to be executed by their officials there unto duly authorized.

Provider: GREATER MIAMI CATERERS, INC.

Grantee: CITY OF MIAMI SPRINGS

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

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

James R. Borgmann

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

Title: City Manager

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

AMMENDMENT #2

TO INVITATION TO BID #10-08/09 AWARD CONTRACT

**FOOD SERVICE SUBCONTRACT**

The purpose of this Amendment is to secure an AGREEMENT between the CITY OF MIAMI SPRINGS, hereinafter referred to as the "Provider", and GREATER MIAMI CATERERS, INC., hereinafter referred to as the "Contracted Caterer".

In accordance with the regulations set forth in the Provider's OAA contract with the Alliance for Aging, Inc., the contracted Caterer agrees that their Licensed Registered Dietitian, Lisa Schachter, M.S., R.D., L.D. will:

- Develop menus that provide a minimum of 33 1/3% of the Dietary Reference Intake/Adequate Intake (DRI/AI) for moderately active 70+ females, as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, for the one meal that is provided per day. (Menus will be developed with input from the Provider and approved by the Provider's contracted Licensed Registered Dietitian.)
- Conduct the required computer-assisted nutritional analysis for each menu developed to insure compliance with the Daily Recommended Dietary Allowance per meal using the reference intakes for Age 70+ females.
- Provide original menus and Nutritional Analyses printout to the Provider at least eight (8) weeks prior to the implementation date for review and approval.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officials there unto duly authorized.

Provider: GREATER MIAMI CATERERS, INC.

Grantee: CITY OF MIAMI SPRINGS

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

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

James R. Borgmann

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

Title: City Manager

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

NOTE: This Amendment will be effective from 8/1/11 through 7/31/12, unless otherwise indicated.





## City of Miami Springs Interoffice Memo

DATE: June 23, 2011  
TO: Mayor Xavier Garcia and Members of the City Council  
FROM: James R. Borgmann, City Manager *JRB*  
RE: Report on Pool: Extended Hours and Rentals

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The following information was requested by Mayor Garcia at the last council meeting. The response is from Carolina Villaverde, Aquatics Supervisor to Omar Luna. We have advertised the new hours in the Gazette, our web site and posters with available resources.

**Omar,**

**Attached is the information in reference to Public and Private Rentals and our extended pool Summer hours. The information lists the attendance for our extended Summer Hours and the cost to the City of Miami Springs to keep the pool open an additional two hours on Saturdays and Sundays.**

### Open to the Public from 5:00 pm to 7:00 pm

To keep the pool open an extra two hours on the weekend, the cost to staff the pool is \$114.64 a day (1 Head Lifeguard 3 Lifeguards working 2.5 hours and Cashier works 2 hours).

Employee Pay Rate:

Head Lifeguards: \$10.75  
Lifeguard: \$9.75  
Cashier: \$7.31

Revenue and attendance information for our new extended Summer Hours from 5:00p.m. to 7:00p.m.

Entrance Rates:

Adults: \$4.00  
Children: \$2.00  
Senior: \$2.00

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City Council Meeting of:  
*JUNE 27, 2011*



May 28<sup>th</sup>, 2011: We had 1 Adult and 3 Children in attendance between the hours of 5:00-7:00p.m. Total Revenue within the extended hours was \$10.00

May 29<sup>th</sup>, 2011: We had 3 Children in attendance between the hours of 5:00-7:00p.m. Total Revenue within the extended hours was \$6.00

June 11<sup>th</sup>, 2011: We had 1 Adult and 1 Member (No Entrance Fee) in attendance between the hours of 5:00-7:00p.m. Total Revenue within the extended hours was \$4.00

June 12<sup>th</sup>, 2011: We had 2 Adults and 3 Children in attendance between the hours of 5:00-7:00p.m. Total Revenue within the extended hours was \$14.00

The loss we had keeping the pool open the extended hours were:

May 28<sup>th</sup>, 2011: -\$104.64

May 29<sup>th</sup>, 2011: -\$108.64

June 11<sup>th</sup>, 2011: -\$110.64

June 12<sup>th</sup>, 2011: -\$100.64

For a total loss of -\$424.56 the two weekends we have stayed open the extended hours.

## Open to the Public from 1:00 pm to 5:00 pm

The weekend of Saturday, June 4<sup>th</sup>, 2011 we were open from 1:00p.m.until 5:00pm and Sunday, June 5<sup>th</sup>, 2011 we were closed to honor a private rental that was reserved prior to our hour changes at the pool.

Saturday, June 4<sup>th</sup>, 2011: We had our normal hours from 1:00p.m. to 5:00p.m. and we had two public rentals (observation deck and picnic area) and one private rental after we closed from 5:00p.m. to 9:00p.m.

Hours: 1:00-5:00p.m.

The cost of employee pay to keep the pool open during public hours is \$199.24 a day (1 Head Lifeguard working 4.25 hours, 3 Lifeguards working 4.25 hours, 1 Cashier working 4 hours)

The revenue generated from admission of adults, children, swim lessons and two public rentals (observation deck and picnic area) on June 4<sup>th</sup>, 2011 from being open from 1:00-5:00p.m. to the public was \$412.00

When you deduct employee cost: Total profit from 1:00p.m. to 5:00p.m. was \$212.76

Hours: 5:00-9:00p.m. (Private Rental)

The cost of employee pay to keep the pool open during private hours is \$180.01 a day  
(1 Head Lifeguard working 4.50 hours, 3 Lifeguards working 4.50 hours, NO Cashier working)

The revenue generated from private rental on June 4<sup>th</sup>, 2011 from being open from 5:00-9:00p.m.  
For the private rental was \$240.00

When you deduct employee cost: Total profit from 5:00p.m. to 9:00p.m. was \$59.99

Sunday, June 5<sup>th</sup>, 2011: We honored a private rental that was reserved prior to our hour  
changes. The private rental was from 4:00p.m. to 8:00p.m.

Hours: 4:00-8:00p.m. (Private Rental)

The cost of employee pay to keep the pool open during private hours is \$182.69 a day  
(1 Head Lifeguard working 4.75 hours, 3 Lifeguards working 4.50 hours, NO Cashier working)

The revenue generated from private rental on June 5<sup>th</sup>, 2011 from 4:00-8:00p.m.  
For the private rental was \$240.00

When you deduct employee cost: Total profit from 4:00p.m. to 8:00p.m. was \$57.31

The profits on those days were:

June 4<sup>th</sup>, 2011: \$272.75

June 5<sup>th</sup>, 2011: \$57.31

## Pros to Keeping Regular Pool Hours from 1:00-5:00p.m.

When it comes to customer satisfaction and being profitable our regular pool hours of 1:00-5:00p.m. are more beneficial. Private rentals, typically held from 5:00-9:00p.m. are popular with many of those interested. The change limits the time and has been the subject of complaints from the patrons. While the patrons are happy we are happy with the profits we are getting at the pool.

In the Summer of 2010 there were a total of twenty-two rentals within eighteen weeks. Miami Springs Aquatic Center estimated a total of \$3,000.00 in revenue from the public and private rentals.

- In private rentals we made \$1,620.00 in revenue, with an average of \$90.00 per week.
- In public rentals we made \$ 1,366.00 in revenue, with an average of \$76.00 per week.

( )

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ORDINANCE NO. 1023-2011

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 31-11, PURCHASING, PROCUREMENT AND SALE PROCEDURES; BY ADDING THERETO A PROVISION TO PERMIT CITY "PIGGYBACKING" PURCHASING FROM PRIVATE SECTOR COOPERATIVE PURCHASING AND NOT-FOR-PROFIT COMPANIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.**

**WHEREAS**, the current City Purchasing Ordinance has always permitted the City to make purchases by "piggybacking" on the bids or contracts of the state or other local governments; and,

**WHEREAS**, as a result of recent economic conditions and the need to secure goods and services at the lowest possible prices, the idea of securing bargains through the volume purchasing of governmental entities has expanded into the private sector; and,

**WHEREAS**, by including private sector Cooperative Purchasing and Not-For-Profit Companies within the purchasing authority of the City's Ordinance, many additional procurement opportunities will be available to the City; and,

**WHEREAS**, purchasing by "piggybacking" continues to eliminate the time consuming tasks of duplicating research and administrative paperwork, while reducing lead times on purchases and providing a greater availability of products and services on demand; and,

**WHEREAS**, many governmental entities have authorized the use of these "Private Sector Companies" in order to take advantage of lower costs, reduced administrative time, and the virtual elimination of bid protests by vendors; and,

**WHEREAS**, in the final analysis, the addition of this authorized method of purchasing for the City is simply another tool that may be utilized by the City Staff in the acquisition of required goods and services for the City; and,

**WHEREAS**, the City Council has determined that it is both proper and appropriate, and in the best interests of the City and its citizens, to authorize "piggybacking" purchasing from private sector companies for the City:

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

**Section 1:** That Code of Ordinance Section 31-11, Purchasing, Procurement and Sale Procedures, is hereby amended as follows:

Section 31-11. Purchasing, Procurement and Sale Procedures.

- (A) ...
- (B) ...
- (C) ...
- (D) ...

(1) The City Purchasing Agent shall have the following duties, responsibilities and authority:

- (a) ...
- (b) ...
- (c) ...

(d) To join with other governmental entities and private sector Cooperative Purchasing and Not-For-Profit Companies in cooperative purchasing plans when the best interests of the City would be served thereby.

(e) ...

(f) ...

(g) ...

(h) ...

(i) ...

(j) ...

(2) ...

(E) Methods of Competitive Purchasing and Procurement; Exceptions.

(1) ...

(2) ...

(3) ...

(4) ...

(5) All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that:

(a) ...

(b) ...

(c) ...

(6) ...

(F) ...

(G) ...

(H) ...

(I) ...

**Section 2:** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed insofar as they are in conflict.

**Section 3:** That the provisions of this Ordinance shall be effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida this 8<sup>th</sup> day of August, 2011.

The motion to adopt the foregoing ordinance was offered on second reading by \_\_\_\_\_, seconded by \_\_\_\_\_, and on roll call the following vote ensued:


Vice Mayor Best	" _____ "
Councilman Espino	" _____ "
Councilman Lob	" _____ "
Councilwoman Ator	" _____ "
Mayor Garcia	" _____ "

\_\_\_\_\_  
Zavier M. Garcia  
Mayor

**ATTEST:**

\_\_\_\_\_  
Magali Valls, CMC  
City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

  
Jan K. Seiden, Esquire  
City Attorney

First reading: 06/27/2011  
Second reading: 08/08/2011

Words ~~stricken through~~ shall be deleted. Underscored words constitute the amendment proposed. Words remaining are now in effect and remain unchanged.





City Council Meeting of:

6-27-2011



ORDINANCE NO. 1024-2011

FIRST READING

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS REPEALING CHAPTER 33, CONFLICT OF INTEREST; CODE OF ETHICS; LOBBYING OF THE CODE OF ORDINANCES OF THE CITY OF MIAMI SPRINGS, CONTAINING CODE SECTIONS 33-01 THROUGH 33-20; ENACTING NEW CHAPTER 33, CONFLICTS OF INTEREST AND CODE OF ETHICS; ENACTING CODE OF ORDINANCE SECTION 33-01, ADOPTION OF CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE OF MIAMI-DADE COUNTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; DIRECTIONS TO CODIFIERS; EFFECTIVE DATES.**

**WHEREAS**, upon reviewing Chapter 33 of the Code of Ordinances, it has become apparent that the entire Chapter, with the exception of Ordinance Section 33-20, was enacted in 1973 and never further amended; and,

**WHEREAS**, many of the provisions of the current City Chapter 33 are confusing, out of date, duplications of other county or state ethics provisions, and have never, to the best of anyone's knowledge, served as the basis of an enforcement action or prosecution; and,

**WHEREAS**, both the State of Florida and Miami-Dade County have enacted Conflict of Interest and Code of Ethics legislation; and,

**WHEREAS**, some of the provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance are already applicable to the City of Miami Springs; and,

**WHEREAS** the City Council of the City of Miami Springs has determined that it is both proper and appropriate, and in the best interests of the City and its citizens, to repeal Code of Ordinance Chapter 33, related to conflicts of interest and ethics, and to adopt the

Miami-Dade County Conflict of Interest and Code of Ethics Ordinance for applicability within the City:

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

**Section 1:** That Code of Ordinance Chapter 33, Conflict of Interest; Code of Ethics; Lobbying, containing Code of Ordinance Section 33-01 through 33-20, is hereby repealed as follows:

~~Sec. 33-01. Designation; applicability.~~

~~This chapter shall be designated and known as the "City of Miami Springs Conflict of Interest and Code of Ethics Ordinance." This chapter shall be applicable to all City personnel as defined herein, and shall also constitute a minimum standard of ethical conduct and behavior for all City officials and officers, autonomous personnel, quasi-judicial personnel, advisory personnel, departmental personnel, and employees of the City, insofar as their individual relationships with the City are concerned. (Ord. 541, passed 5-14-73)~~

~~Sec. 33-02. Definitions.~~

~~For the purpose of this chapter the following words and phrases shall have the following meanings ascribed to them respectively:~~

~~(A) Advisory personnel. The members of the Zoning and Planning Board and advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the City Council.~~

~~(B) Autonomous personnel. The members of authorities, boards, and agencies as are entrusted with the day-to-day policy setting, operation and management of certain defined City functions or areas of responsibility, even though the ultimate responsibility for such functions or areas rests with the City Council.~~

~~(C) City Council. The Mayor and the members of the City Council, as duly constituted from time to time.~~

~~(D) Compensation. Any money, gift, favor, thing of value, or financial benefit conferred in return for services rendered or to be rendered.~~

~~(E) Controlling financial interest. Ownership, directly or indirectly, of ten percent or~~

more

~~of the outstanding capital stock in any corporation, or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity.~~

~~(F) Departmental personnel. The City administrator, his department heads, the City Attorney, and all Assistant City Attorneys:~~

~~(G) Employees. All other salaried personnel employed by the City.~~

~~(H) Immediate family. The spouse, parents, and children of the person involved who, at the time in question, reside with the person within a single household:~~

~~(I) Quasi-judicial personnel. The members of the Board of Adjustment, and other boards and agencies of the City as perform quasi-judicial functions:~~

~~(J) Transact any business. The purchase or sale by the City of specific goods or services for a consideration:~~

~~Sec. 33-03. Prohibition on transacting business with the City:~~

~~(A) No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall enter into any contract or transact any business in which he or a member of his immediate family has a financial interest, direct or indirect, with the City or any person or agency acting for the City, and any contract, agreement, or business engagement entered in violation of this section shall render the transaction voidable. Willful violation of this section shall constitute malfeasance in office, and shall effect forfeiture of office or position.~~

~~(B) Waiver:~~

~~(1) The requirements of this section may be waived for a particular transaction only by affirmative vote of two-thirds of the entire City Council, after public hearing. The waiver may be effected only after findings by two-thirds of the entire council that:~~

~~(a) An open-to-all-sealed competitive bid has been submitted by a City person as defined in § 33-02(A), (B), and (I); or~~

~~(b) The property or services to be involved in the proposed transaction are unique, and the City cannot avail itself of the property or services without entering a transaction which would violate this section, but for waiver of its requirements; and~~

~~(c) The proposed transaction will be to the best interests of the City:~~

~~(2) These findings shall be spread on the minutes of the council. This section shall be applicable only to prospective transactions, and the council may in no case ratify a transaction entered in violation of this section.~~

~~(C) Provisions cumulative. This section shall be taken to be cumulative, and shall not be construed to amend or repeal any other law pertaining to the same subject matter. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-04. Further prohibition on transacting business with the City.~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall enter into any contract or transact any business through a firm, corporation, partnership, or business entity in which he or any member of his immediate family has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City, and any such contract, agreement or business engagement entered in violation of this section shall render the transaction voidable. The remaining provisions of § 33-03 will also be applicable to this section as though incorporated herein by recitation. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-05. Gifts prohibited.~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall, directly or indirectly, solicit, accept, or receive any gift having a value of \$25.00 or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing, or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties, or was intended as a reward for any official action on his part. No person shall, directly or indirectly, offer or make any gift to any person included in the terms defined in § 33-02, or to any member of his immediate family. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-06. Political contributions.~~

~~No person shall accept as a political contribution a sum in excess of \$50.00 from any one person or organization. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-07. Compulsory disclosure by employees of firms doing business with the City.~~

~~Should any person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) be employed by a corporation, firm, partnership, or business entity in which he does not have a controlling financial interest, either himself or through a member of his immediate family, and should the corporation, firm, partnership, or business entity have substantial business commitments to or from the City or any City agency, or be subject to direct regulation by the City or a City agency, then the person shall file a~~

~~sworn statement disclosing his employment and interest with the Clerk of the City Council. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-08. Exploitation of official position prohibited.~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall use or attempt to use his official position to secure special privileges or exemptions for himself or others, except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted, or hereafter to be ordained or adopted, by the City Council. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-09. Prohibition on use of confidential information.~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall accept employment or engage in any business or professional activity which he might reasonably expect would require or induce him to disclose confidential information acquired by him by reason of his official position, nor shall he in fact ever disclose confidential information gained through his official position with the City, nor shall he ever use such information, directly or indirectly, for his personal gain or benefit.~~

~~Sec. 33-10. Conflicting employment prohibited.~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall accept other employment which would impair his independence of judgment in the performance of his public duties. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-11. Prohibition on outside employment.~~

~~No person included in the terms defined in § 33-02(F) (departmental personnel) and (G) (employees), shall receive any compensation for his services as an officer or employee of the City from any source other than the City with the following exceptions:~~

~~(A) A full-time City employee may accept incidental or occasional outside employment so~~

~~long as the employment is not contrary, detrimental, or adverse to the interest of the City or any of its departments, and the approval required in the following exception is obtained:~~

~~(B) Any outside employment by any full-time City employee must be approved in writing~~

~~by the employee's department head, who shall maintain a complete record of the employment.~~

~~(Ord. 541, passed 5-14-73).~~

~~Sec. 33-12. Prohibited investments:~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall have personal investments in any enterprise, either himself or through a member of his immediate family, which will create a substantial conflict between his private interests and the public interest.~~

~~(Ord. 541, passed 5-14-73).~~

~~Sec. 33-13. Certain appearances and payments prohibited:~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall appear before any City board or agency, and make a presentation on behalf of a third person with respect to any license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive compensation, directly or indirectly, or in any form, for services rendered to a third person who has applied for or is seeking some benefit from the City or a City agency, in connection with the particular benefit sought by the third person. Nor shall such person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks relief from the City or a City agency through the suit in question. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-14. Actions prohibited when financial interests involved:~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall participate in any official action directly or indirectly affecting a business in which he or a~~

~~member of his immediate family has a financial interest. A financial interest is defined as a special financial interest, direct or indirect, or as a financial interest as defined in § 760 of the restatement of the law of torts as an investment or something in the nature of an investment. (Ord. 541, passed 5-14-73)~~

~~Sec. 33-15. Acquiring financial interests:~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) shall acquire a financial interest in a project, business entity, or property at a time when he believes or has reason to believe that the financial interest will be directly affected by his official actions, or by official actions of the City or City agency of which he is an official, officer, or employee. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-16. Recommending professional services:~~

~~No person included in the terms defined in § 33-02(A), (B), (C), (F), (G), and (I) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the City or any of its agencies, provided a recommendation may properly be made when required to be made by the duties of office, and is advanced at a public meeting attended by other City officials, officers, or employees. (Ord. 541,~~

~~passed 5-14-73).~~

~~Sec. 33-17. Continuing application for two years after City service.~~

~~No person included in the terms defined in § 33-02(C), (F), and (G) (commissioners; departmental personnel and employees) shall, for a period of two years after his City service or employment has ceased, act as agent or attorney for anyone other than the City in connection with any judicial or other proceeding, application, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter in which the City or one of its agencies is a party, or has a direct and substantial interest, and in which he participated personally and substantially as an official, officer, or employee, through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, while so employed in City service. (Ord. 541, passed 5-14-73).~~

~~Sec. 33-18. City Attorney to render opinions on request.~~

~~Whenever any person included in the terms defined in § 33-02(A), (B), (C), (F), (G), (H), and (I) is in doubt as to the proper interpretation or application of this chapter to himself, or whenever any person who renders services to the City is in doubt as to the applicability of this chapter to himself, he may submit to the City Attorney a full written statement of the facts and questions he has. The City Attorney shall then render an opinion to the person, and shall publish these opinions without use of the name of the person advised unless the person requests the use of his name.~~

~~Sec. 33-19. Retroactivity.~~

~~No section or division of this chapter, save and except for those enacted and in effect prior to the date of the enactment of this chapter, shall have applicability to persons included in the terms defined in § 33-02 who were no longer in the service of the City on the effective date of this chapter. (Ord. 541, passed 5-14-73)~~

~~Sec. 33-20. Lobbying ordinance adopted.~~

~~By this provision, the City of Miami Springs hereby adopts in full, the Miami-Dade County Lobbying Ordinance, and all future amendments thereto, contained in County Code of Ordinance § 2-11.1(a).~~

~~For the purposes of this section, all references contained in the aforesaid County Code of Ordinance Section to Miami-Dade County, its ordinances, procedures, personnel, and all other references to the County, are hereby intended and interpreted to mean the City of Miami Springs, its ordinances, procedures and personnel, if applicable. (Ord. 917-04, passed 10-11-04).~~

**Section 2:** That Chapter 33, Conflicts of Interest and Code of Ethics, and Code

of Ordinance Section 33-01, Adoption of Conflict of Interest and Code of Ethics Ordinance of Miami-Dade County, is hereby enacted as follows:

**CHAPTER 33**

**Conflicts of Interest and Code of Ethics**

**33.01. Adoption of Conflict of Interest and Code of Ethics Ordinance of Miami-Dade County.**

- (A) By and through the enactment of this Ordinance, the City of Miami Springs hereby adopts the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, designated as Miami-Dade County Ordinance Section 2-11.1, and all future amendments thereto, for applicability within the City.
  
- (B) For the purposes of this Ordinance, all references contained in the adopted Miami-Dade County Ordinance to the county, its Ordinances, procedures, personnel and other related matters, are hereby declared to be intended and interpreted to refer to the City of Miami Springs, its Ordinances, procedures, personnel and other related matters, as may be applicable and necessary to accomplish the purpose of this Ordinance.

**Section 3:** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed insofar as they are in conflict.

**Section 4:** That the codifiers are hereby directed to codify this Ordinance in the proper manner and format of the City of Miami Springs Code of Ordinances

**Section 5:** That the provisions of this Ordinance shall be effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

The motion to adopt the foregoing Ordinance was offered by

\_\_\_\_\_



seconded by \_\_\_\_\_  
and on roll call the following vote ensued:

Vice Mayor Best : \_\_\_\_\_  
Councilwoman Ator: \_\_\_\_\_  
Councilman Espino : \_\_\_\_\_  
Councilman Lob : \_\_\_\_\_  
Mayor Garcia: : \_\_\_\_\_

\_\_\_\_\_  
ZAVIER GARCIA, MAYOR

ATTEST:

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
MAGALI VALLS,CMC  
City Clerk

\_\_\_\_\_  
CITY ATTORNEY

*Words stricken through shall be deleted. Underscored words constitute the amendment proposed. Words remaining are now in effect and remain unchanged.*



ORDINANCE NO. 1025-2011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS REPEALING CODE OF ORDINANCE SECTION 150-005, ALCOHOLIC BEVERAGES; BY REPEALING THE CURRENT ORDINANCE PROVISIONS AND ENACTING NEW CODE OF ORDINANCE SECTION 150-005, AUTHORIZATION FOR ENDORSEMENT OF APPLICATIONS FOR STATE OF FLORIDA ALCOHOLIC BEVERAGE LICENSES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; DIRECTIONS TO CODIFIERS; EFFECTIVE DATE.

**WHEREAS**, the limitations and restrictions related to the approval of State of Florida Alcoholic Beverage License applications by the City have existed for many years; and,

**WHEREAS**, up to the present time, virtually every application for the issuance of an Alcoholic Beverage License has required the granting of a variance by the City Board of Adjustment; and,

**WHEREAS**, as the years have passed, the variance approval process has become an unnecessary burden to the business community and the City; and,

**WHEREAS**, in many cases, the license application approval process has been sought numerous times for the same location; and,

**WHEREAS**, the current policy of the City Council is to encourage and assist business owners in the revitalization and redevelopment of the City business districts; and,

**WHEREAS**, the removal of the antiquated and unnecessary limitations and restrictions applicable to the issuance of zoning approvals for State of Florida Alcoholic Beverage Licenses in the City is consistent with the current "business friendly" policy of the City; and,

WHEREAS, the City Council has determined that it is both proper and appropriate, and in the best interests of the City and its citizens, to repeal the current ordinance provisions which limit and restrict the issuance of State of Florida Alcoholic Beverage Licenses in the City, and to replace the ordinance provisions with updated and more appropriate legislation;

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

Section 1: That Code of Ordinance Section 150-005, Alcoholic Beverages, is hereby repealed and replaced by new Code of Ordinance Section 150-005, Authorization for Endorsement of Applications for State of Florida Alcoholic Beverage Licenses, as follows:

~~Sec. 150-005. Alcoholic beverages:~~

- ~~(A) Any of the following license categories allow the sale or consumption, on or off premises, of alcoholic beverages within specific area limitations:~~
- ~~(1) 1-APS-State of Florida License to sell beer only in sealed containers, only for consumption off premises.~~
  - ~~(2) 1-COP-State of Florida license to sell beer only for consumption on premises, and in sealed containers for consumption off premises.~~
  - ~~(3) 2-APS-State of Florida license to sell beer and wine in sealed containers, only for consumption off premises.~~
  - ~~(4) 2-COP-State of Florida license to sell beer and wine for consumption on premises, and in sealed containers for consumption off premises.~~
  - ~~(5) 3-PS-State of Florida license to sell beer, wine, and liquor in sealed containers only for consumption off premises.~~
  - ~~(6) 4-COP-(commonly referred to as "quota licenses" issued in accordance with the population within Dade County)-State of Florida license to sell beer, wine, and liquor for consumption on premises, and in sealed containers for consumption off premises.~~

- (7) ~~4-GOP-S, 4-GOP-SR, 4-GOP-SRX~~—State of Florida license to sell beer, wine, and liquor for consumption on premises in conjunction with the operation of a bona fide restaurant, and to sell beer, wine, and liquor for consumption on premises in conjunction with the operation of a bona fide hotel, motel, or motor court.
- (8) ~~11-C (club license)~~—State of Florida license to subordinate lodges or clubs of national fraternal or benevolent associations; golf clubs municipally or privately owned or leased; nonprofit corporations or clubs devoted to promoting community, municipal, or county development, or any phase of community, municipal, or county development; clubs fostering and promoting the general welfare and prosperity of members of showmen and amusement enterprises; clubs assisting, promoting, and developing subordinate lodges or clubs of national fraternal or benevolent associations; and clubs promoting, developing, and maintaining cultural relations of people of the same nationality.
- (B) ~~It shall be unlawful to use any premises for the sale or consumption of alcoholic beverages, on or off premises, when operating under a 1-APS, 1-GOP, 2-GOP, or 2-APS State of Florida alcoholic beverage license in any district within 300 feet of any R district or within 500 feet of any church or public school.~~
- (C) ~~It shall be unlawful to use any premises for the sale or consumption of alcoholic beverages, on or off premises, when operating under a 3-PS, 4-GOP (quota license), 4-GOP-S, 4-GOP-SR, 4-GOP-SRX, or 11-C State of Florida alcoholic beverage license in any district within 800 feet of any R district, or within 1,000 feet of any church or public school.~~
- (D) ~~It shall be unlawful to use any premises for the sale or consumption of alcoholic beverages, on or off premises, when operating under any State of Florida alcoholic beverage license if the premises is located within 1,000 feet of any other licensed premises already in operation.~~
- (E) ~~The distances shall be measured in a direct air line between the nearest point on the boundary of the premises involved and the nearest point on the boundary of the district, school, church, or licensed premises.~~
- (F) ~~Should the City grant its zoning approval either by variance or otherwise, for the issuance of any State of Florida liquor license in any location within the City, the approval shall continue for the approved location as long as the use of the premises remains substantially the same as when the approval is granted. Should the approved premises change its use, either through change of ownership or otherwise, the zoning approval of the City must again be sought and given by the City within 60 days of the change of use through the appropriate City procedures.~~

150.005      Authorization for Endorsement of Applications for State of Florida Alcoholic Beverage Licenses.

- (A) Intent - It is the intent of this Ordinance to authorize the City Manager or Designee of the City to provide the required zoning approval endorsement on applications for the issuance of the State of Florida Alcoholic Beverage Licenses for business establishments in the Commercial Districts of the City.
- (B) Covenant Required - Zoning approval endorsement by the City Manager or Designee of the City shall be specifically conditioned upon the agreement of each license holder that at least fifty-one (51%) percent of all revenues received by the licensed establishment shall be from the sale of food and food products. The aforesaid agreement shall be memorialized in a "Covenant Running with the Land" which shall be recorded in the public records of Miami-Dade County contemporaneously with the City's endorsement of the application for the Alcoholic Beverage License.
- (C) Covenant Exceptions - The execution and recording of a "Covenant Running with the Land" shall not be required from applicants for Alcoholic Beverage Licenses for the following uses:
1. Supermarkets or other retail food sale establishments.
  2. Convenience stores; stand alone or in conjunction with a gas/service station.
  3. Restaurants operating under an SRX State of Florida Alcoholic Beverage License.
  4. Package stores; where permitted by District Boundary Regulations.
  5. Bars; where permitted by District Boundary Regulations.
  6. Entertainment establishments and private clubs; where permitted by District Boundary Regulations.
- (D) Review and Approval Process - All applicants seeking zoning approval endorsement by the City shall provide the City Manager's office with a sworn letter of intent/explanation of the business venture seeking the issuance of a beverage license and the State of Florida Alcoholic Beverage application requiring endorsement. The City Manager or Designee of the City shall review the documentation submitted and advise the applicant of the decision of the City within ten (10) business days.
- (E) Elimination of Prior Restrictions and Limitations. The enactment of this Ordinance will eliminate all the prior distance restrictions and limitations previously utilized by the City to withhold or condition the City's endorsement

of zoning approval application provisions for the issuance of State of Florida  
Alcoholic Beverage Licenses in the City.

**Section 2:** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed insofar as they are in conflict.

**Section 3:** That the codifiers are hereby directed to codify this Ordinance in the proper manner and format of the City of Miami Springs Code of Ordinances

**Section 4:** That the provisions of this Ordinance shall be effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs,

Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

The motion to adopt the foregoing Ordinance was offered by

seconded by \_\_\_\_\_

and on roll call the following vote ensued:

- Vice Mayor Best : \_\_\_\_\_
- Councilwoman Ator: \_\_\_\_\_
- Councilman Espino : \_\_\_\_\_
- Councilman Lob : \_\_\_\_\_
- Mayor Garcia: : \_\_\_\_\_

\_\_\_\_\_  
ZAVIER GARCIA, MAYOR

ATTEST:

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
MAGALI VALLS, CMC  
City Clerk

\_\_\_\_\_  
CITY ATTORNEY

*Words stricken through shall be deleted. Underscored words constitute the amendment proposed. Words remaining are now in effect and remain unchanged.*





City Council Meeting of:

June 27, 2011



CITY OF MIAMI SPRINGS

2011 MAY 20 A 10:42

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.flcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 16, 2011

SUBJECT: 85th Annual FLC Conference – Cities Work  
VOTING DELEGATE AND RESOLUTION INFORMATION  
August 11-13, 2011 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 11-13. This year we are celebrating Cities Work which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2010, which are the same as the 2010 Census.

Registration materials will be sent to each municipality the week of June 1st. Materials will also be posted on-line. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. Proposed resolutions must be received by the League no later than July 6, 2011.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. Voting delegate forms must be received by the League no later than August 1, 2011.

Attachments: Form Designating Voting Delegate  
Procedures for Submitting Conference Resolution

President **Joy Cooper**, Mayor, Hallandale Beach

First Vice President **Patricia J. Bates**, Mayor, Altamonte Springs • Second Vice President **Manny Maroño**, Mayor, Sweetwater  
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**85th Annual Conference  
Florida League of Cities, Inc.  
August 11-13, 2011  
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

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

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:  
Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Or Fax to Gail Dennard at (850) 222-3806

**Procedures for Submitting Resolutions  
Florida League of Cities' 85th Annual Conference  
World Center Marriott  
Orlando, Florida  
August 11-13, 2011**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 6, 2011, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.





## City of Miami Springs Interoffice Memo

DATE: June 23, 2011

TO: Mayor Xavier Garcia and Members of the City Council

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

RE: Consideration of Rating System for Productions in the Sosa Theater

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Attached is a document the City has received from Ralph Wakefield referencing the current standard guide for movie entertainment nationally. I know we each received a letter from Ralph recently that expressed concern about language in a production that was tentatively scheduled for later this year (that play has since been canceled by the production company).

The item is on the agenda this evening so that we can move quickly to screen future productions that may be on the horizon. It is requested that you adopt this rating chart and give the administration guidance on what is the most "adult" level you will consider.

Hopefully between today (June 23) and Monday's meeting we can survey some other cities that have theaters and ascertain what restrictions, if any, they have established.

Agenda Item No.

City Council Meeting of:

JUNE 27, 2011

### G Rating

According to the MPAA, a "G-rated motion picture contains nothing in theme, language, nudity, sex, violence or other matters that, in the view of the Rating Board, would offend parents whose younger children view the motion picture." The rating does not mean the MPAA approves of the film, only that it is fit for a general audience. Additionally, **the film contains no strong language, nudity, sex, or drug usage. Violence is minimal.**

### PG Rating

A PG-rated film may not be suitable for children. The MPAA says a PG-rated should be checked out by parents before allowing younger children to see the movie. **There could be some profanity, some violence, or brief nudity**, however there will not be any drug use in a PG film.

### PG-13 Rating

PG-13 indicates there's material in the film that may not be suitable for children under the age of 13. A PG-13 movie could go "beyond the PG rating in theme, violence, nudity, sensuality, language, adult activities or other elements, but does not reach the restricted R category." The MPAA will give this rating to films with drug use or more than brief nudity, although the nudity in a PG-13 is not sexual in nature. In addition, the MPAA states "there may be depictions of violence in a PG-13 movie, but generally not both realistic and extreme or persistent violence. A motion picture's single use of one of the harsher sexually-derived words, though only as an expletive, initially requires at least a PG-13 rating. More than one such expletive requires an R rating, as must even one of those words used in a sexual context."

### R Rating

R-ratings require a parent or adult guardian to be present in order to view the film. An R-rated film "may include adult themes, adult activity, hard language, intense or persistent violence, sexually-oriented nudity, drug abuse or other elements, so that parents are counseled to take this rating very seriously."

### NC-17 Rating

No one under the age of 17 is permitted in a theater to watch a film with this rating. The MPAA gives a film an NC-17 rating based on "violence, sex, aberrational behavior, drug abuse or any other element that most parents would consider too strong and therefore off-limits for viewing by their children."

Agenda Item No.

City Council Meeting of:

JUNE 27, 2011

