



**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Magali Valls, City Clerk
DATE: October 19, 2011
SUBJECT: PENDING BOARD APPOINTMENTS

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>
<u>Architectural Review Board</u>				
Mayor Zavier Garcia	Kathy Fleischman*	10-31-2012	VACANT	VACANT
<u>Code Enforcement Board</u>				
Vice Mayor Espino – Group II	John Bankston	09-30-2011	09-23-2002	10-28-2008
Vice Mayor Espino – Group II	Rhonda Calvert	09-30-2011	09-25-2006	10-13-2008
<u>Code Review Board</u>				
Mayor Zavier Garcia	Connie Kostyra*	04-30-2012	VACANT	VACANT
<u>Disability Advisory Board</u>				
Mayor Zavier Garcia	Charlene Anderson*	12-31-2013	VACANT	VACANT
Vice Mayor Espino – Group II	Peter Newman*	12-31-2013	VACANT	VACANT
Councilwoman Ator – Group IV	Roxana Garciga	12-31-2013	08-12-2002	12-10-2007
<u>Ecology Board</u>				
Councilman Lob – Group III	Dr. Mara Zapata*	04-30-2013	VACANT	VACANT
<u>Historic Preservation Board</u>				
Vice Mayor Espino (Group II)	Yvonne Shonberger	02-28-2014	06-13-2005	02-11-2008
Councilwoman Ator – Group IV	M.A. Goodlett-Taylor**	01-31-2013	01-24-1983	01-22-2007

Recreation Commission

Vice Mayor Espino – Group II Dr. Stephanie Kondy 04-30-2014 06-13-2005 04-14-2008

- * Kathy Fleischman resigned on April 19, 2011.
Connie Kostyra resigned on April 28, 2011.
Peter Newman resigned on August 1, 2009.
Charlene Anderson resigned on June 6, 2011.
Dr. Mara Zapata resigned from the Ecology Board to become a member of the Education Advisory Board.

- ** 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

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

CC: MAGALI VALLS, CITY CLERK

FROM: LORETTA M. BOUCHER, HR DIRECTOR/RISK MANAGER

DATE: SEPTEMBER 23, 2011

RE: SELECTION PROCESS FOR NEW CITY MANAGER

As you are already aware, the deadline for the submittal of resumes for the City Manager position is on September 30, 2011. After that date, it is my intention to provide each of you with copies of each resume for those candidates listed in the "most qualified" category. Naturally, upon request, any additional resumes will be provided to each of you even if only one of you requests a copy of any other resume.

I will then request that the City Manager place an item on the next City Council agenda for a determination as to what procedure the Council wishes to use in evaluating and interviewing the prospective candidates.

In my experience, if it is possible to reach a consensus on the number of candidates to invite for interviews, the process will be more efficient. Notwithstanding the foregoing, you may also elect to interview all the "most qualified" candidates, and even some of the candidates from the other listing categories. However, it is suggested that the resumes provided be reviewed in advance of the Council meeting at which the review and screening process will be determined, so that the decision on the number of applicants to invite for interviews need not be carried over to the next City Council meeting.

Please contact me to discuss any questions you have regarding this matter.

LMB/nds

CITY OF MIAMI SPRINGS
CITY MANAGER POS V - APPLICANT LIST

		MOST QUALIFIED			
DATE RECEIVED	NAME	EDUCATION/EXPERIENCE	CURRENT/LAST POSITION	RESIDENCE	
7/6/2011	GUERLIN ESCAR-MANGOS	BS BUSINESS MGMT/20 YRS. VARIOUS POSITIONS /ASST. MGR MIAMI LAKES	ASST. DIR. GOVERNMENTAL RELATIONS - JACKSON MEMORIAL HOSPITAL	FLORIDA	
8/5/2011	CONSTANTINO S. PURRINOS	MA URBAN & REGIONAL PLANNING/10 YRS / HOMESTEAD & DORAL	CITY MGR. - CITY OF HOMESTEAD	FLORIDA	
8/9/2011	HECTOR A. RIVERA, SR.	MPA/ 15+ YRS/ ASST. CITY MGR. CAPE CORAL	ADJUNCT FACULTY - PALM BEACH STATE COLLEGE	FLORIDA	
8/11/2011	MICHAEL L. STAMPFER	MPA/35 YRS/ CITY MGR EXPERIENCE IN FL	EMERGENCY MGR. - STATE OF MICHIGAN	MICHIGAN	
8/11/2011	MARK A. KUTNEY	MPA/34 YRS / DEPUTY CITY MGR. BELLE GLADE	DEPUTY CITY MGR. - CITY OF BELLE GLADE	FLORIDA	
8/12/2011	KELVIN L. BAKER SR.	MS MGMT./20 YRS. EXP./CITY MGR. EXP. IN FL.	PRESIDENT/CEO - KELVIN L. BAKER & ASSOCIATES	FLORIDA	
8/29/2011	LAWRENCE A. MILLER	PH.D. PUBLIC POLICY/MGR. EXP. IN VARIOUS CITIES IN FL.	CITY ADMINISTRATOR - CITY OF ARCADIA, FL	FLORIDA	
8/29/2011	RONALD W. STOCK	JD/30 YRS. OF GOVT. EXP./CITY MGR. EXP. IN FL.	SENIOR VICE PRESIDENT - COLIN BAENZIGER & ASSOCIATES	CALIFORNIA	
8/30/2011	RALPH ROSADO	MS PUBLIC AFFAIRS/ COMBINATION OF PUBLIC & PRIVATE EXP / ASST. CITY MGR.	DIR. OF URBAN PLANNING & GRANTS SERVICES - CORZO,CASTELLA,THOMPSON,SALJMAN, P.A.	FLORIDA	
8/31/2011	JAMES N. SKINNER	MPA/20 YRS. GOVT EXP /ASST. CITY MGR. EXP. IN FL	SPECIAL ASST. TO THE TOWN MGR. - TOWN OF GOLDEN BEACH, FL	FLORIDA	
9/6/2011	DANIEL A. ROSEMOND	MPA/25 YRS. PUBLIC AND PRIVATE EXP /ASST. CITY MGR. EXP. IN FL.	ASST. CITY MGR. DIR. OF COMMUNITY DEVELOPMENT - CITY OF MIAMI GARDENS	FLORIDA	
9/9/2011	RONALD K. GORLAND	BS BUSINESS ADMIN./25 YRS. CORPORATE- 7.5 YRS. ASST. CITY MGR. EXP. IN FL.	ASST. CITY MGR. - CITY OF MIAMI SPRINGS	FLORIDA	
9/19/2011	ANDREW M. BARTON	MPA/21 YRS. LOCAL GOVT EXP /CITY MGR. EXP. IN FL.	TOWN ADMINISTRATOR - TOWN OF NEW CASTLE, COLORADO	COLORADO	
9/26/2011	ROBERT T. HALPHEL	MPA/14+ YRS. GOVT EXP /INTERIM COUNTY ADM. EXP. IN FL.	PUBLIC WORKS DIR. - CHARLOTTE COUNTY, PORT CHARLOTTE, FL	FLORIDA	
9/27/2011	BUFFORD R. WITT	MA INTL. RELATIONS/25 YRS. FEDERAL EXP. 4+ LOCAL GOVT EXP /MGR IN FL.	PRESIDENT - IFONE AIR, LLC	FLORIDA	
9/27/2011	CHERYL HARRISON-LEE	MA URBAN & REGIONAL PLANNING/26 YRS. LOCAL GOVT EXP /MGR IN FL.	CHIEF ADM. OFFICER - TOWN OF EATONVILLE, FL	FLORIDA	
9/27/2011	WALTER A. MUNCHHEIMER	MPA/26 YRS. GOVT EXP /ASST. MGR. EXP. IN FL.	DIR. FINANCIAL MGMT. - PALM BEACH COUNTY, FL	FLORIDA	

CITY OF MIAMI SPRINGS
CITY MANAGER POS V - APPLICANT LIST

DATE RECEIVED	NAME	EDUCATION/EXPERIENCE	CURRENT/LAST POSITION	RESIDENCE
8/29/2011	RICARDO MENDEZ-SALDIVIA	MBA/20 YRS. GOVT EXP /NOT CITY MGR.	VICE PRESIDENT - RA CONSULTING ENGINEERS	FLORIDA
8/29/2011	JEFFREY G. LAGARCE	MPA/16 YRS. GOVT MGR. EXP /NOT IN FL.	CITY MANAGER - CITY OF HANNIBAL, MISSOURI	MISSOURI
8/30/2011	ARIEL A. FERNANDEZ	BS POLITICAL SCIENCE/ 11 YRS. OF GOVT EXP /NOT AS A CITY MGR.	DEPUTY DISTRICT DIR. - CONGRESSMAN DAVID RIVERA	FLORIDA
9/1/2011	VINCENT O. AKHIMIE	MS CIVIL ENGINEERING/25+YRS. GOVT EXP /NOT AS CITY MGR.	DIR. OF PUBLIC WORKS & UTILITIES - CITY OF BREMERTON, WA	FLORIDA
9/1/2011	TROY D. WHITE	MBA/15+YRS. OF GOVT EXP / NOT AS A MGR. IN FL	DIR. - HOUSING & HUMAN SERVICES DEPT. - FULTON GA	GEORGIA
9/13/2011	ROBERT A. MUSEUS	MPA/25+YRS. OF GOVT EXP. 20YRS. AS CITY MGR./NOT IN FL.	TOWN ADMINISTRATOR - TOWN OF DELOIT, WISCONSIN	WISCONSIN
9/19/2011	MARK D. KEYL	JD/20+ YRS. FEDERAL, MILITARY, & NON-PROFIT EXP. /NOT IN FL.	LABOR ARBITRATOR - FEDERAL MEDIATION & CONCILIATION SERVICE	MISSISSIPPI
9/21/2011	CRAIG LONON	MPA/30 YRS. LOCAL GOVT EXP /NOT IN FL.	CITY MANAGER - CITY OF HARLINGEN, TX	TEXAS
9/23/2011	THOMAS A. COOK/KINGHAM	MBA/25 YRS. EXP. IN GOVT & PRIVATE FL EXP /NOT AS A CITY MGR.	ASST. DIR. PLANNING - CITY OF BRADENTON FL	FLORIDA
9/25/2011	KIRBY A. HUDSON	MA PUBLIC & INTL AFFAIRS/9 YRS. GOVT EXP. /NOT IN FL.	ASST. CITY MGR. - CITY OF COATESVILLE, PA	DELAWARE
9/30/2011	IZHAR HAQ	MBA/6 YRS. GOVT FINANCE EXP /NOT AS A CITY MGR.	ASSOCIATE CONTROLLER - FIU	FLORIDA
9/30/2011	RAY D. DAVIS JR.	MBA/23 YRS. OF GOVT EXP /NOT AS A CITY MGR.	EXECUTIVE DIR. - MIAMI-DADE COUNTY PUBLIC SCHOOLS	FLORIDA
NOT QUALIFIED BASED ON REQUIREMENTS				
DATE RECEIVED	NAME	EDUCATION/EXPERIENCE	CURRENT/LAST POSITION	RESIDENCE
8/6/2011	DAVID E. LOPEZ	BA AGRICULTURAL ECONOMICS/25 YRS. HR PRIVATE SECTOR	VP HR - FLORIDA EDUCATION INSTITUTE	FLORIDA
8/8/2011	TONY R. CHLADEK	MA URBAN/REGIONAL PLANNING/10 YRS. NO FL EXPERIENCE	CITY ADMINISTRATOR - CITY OF MERRILL, WI	WISCONSIN
8/9/2011	WILLIE J. WRIGHT	MS ADMIN./SUPERVISION/NO DATES GIVEN AS ADMIN.	ADMINISTRATIVE HEARING OFFICER - MIAMI-DADE CODE ENFORCEMENT	FLORIDA
8/10/2011	THOMAS KOPERSKI	MA REGIONAL PLANNING/12 YRS. REASEARCH EXP./NOT MGR/NO FL	RESEARCHER - VNAVYC INC.	NEBRASKA
8/10/2011	ENRIQUE VALDES	MS ECONOMICS/6 YRS. ADMIN. ASST./NOT MGR.	GRADUATE ASSISTANT - FAU	FLORIDA
8/11/2011	DENNIS W. STARK	MPA/10 YRS. MGMT. EXP /NOT IN FL	COUNTY MGR. - LYON COUNTY, NV	NEVADA

CITY OF MIAMI SPRINGS
CITY MANAGER POSITION - APPLICANT LIST

8/12/2011	ALAIN A. HERNANDEZ	MB/MGR. PRIVATE SECTOR & SOME GOVT/NOT CITY MGR.	DIRECTOR OF OPERATION - AHTNA TECHNICAL SVS., INC.	FLORIDA
8/12/2011	HARRY A. STAVEN	MPA/MGR. IN VARIOUS CITIES/NOT IN FL	CITY MANAGER - CITY OF ST. MARTYS, AK	WASHINGTON
8/15/2011	EDWARD PIDERMANN	MPA/FIRE DEPT. MGMT. EXP./NOT A CITY MGR.	BATTALION CHIEF - CITY OF MIAMI	FLORIDA
8/17/2011	NEMESIO M. GOMEZ	BS CONSTRUCTION MGMT/30 YRS. PUBLIC & PRIVATE SECTOR/NOT AS MGR.	PRINCIPAL - NMG CONSULTING	FLORIDA
8/18/2011	BRUCE G. CAMPBELL	MANY TRAININGS/MEDICAL & PUBLIC SECTOR EXP./NOT AS A MGR.	DIRECTOR - DEPT. OF PUBLIC SAFETY - CITY OF NORTH ROYALTON	OHIO
8/18/2011	MICHAEL G. MILLER	SPA/CITY MGR. EXP. IN SEVERAL STATES/NOT IN FL.	EXECUTIVE DIRECTOR - EIGHT NORTHERN INDIAN PUEBLOS COUNCIL, INC.	NEW MEXICO
8/18/2011	ANDREW DEIONNO	MPA & MCPINO MGR. OR FL EXP.	PLANNER - CITY OF NEWPORT, RI	RHODE ISLAND
8/19/2011	ANTHONY LEE TOLSTEDT	MPA/CITY MGR. EXP. NOT IN FL.	CITY ADMINISTRATOR - CITY OF BROKEN BOW, NEBRASKA	NEBRASKA
8/22/2011	GERALD J. GIAMIS	MPA/6 YRS. MUNICIPAL GOVT EXP./NOT IN FL.	TOWNSHIP ADMINISTRATOR - VERNON TOWNSHIP, NEW JERSEY	NEW JERSEY
8/22/2011	CARLOS RAMOS JR.	BS PUBLIC AFFAIRS/8 YRS. GOVT EXP./NOT AS MGR IN FL.	NEW YORK STATE SENATE CANDIDATE - 32ND SENATORIAL DISTRICT - BRONX, NY	NEW YORK
8/22/2011	GONZALO AGUERREVERE	MS MATHEMATICS EDU/ENGINEERING & EDUCATION EXP./NO MGMT. IN FL.	MATHEMATICS PROFESSOR - MDC, UNIVERSITY OF PHOENIX, & ANA G. MENDEZ UNIVERSITY SYSTEM	FLORIDA
8/23/2011	CLAUDIA MANCINI	MB/LABORATORY MGMT. EXP./NOT AS A CITY MGR.	LABORATORY MANAGER - MIAMI-DADE COUNTY DERMI	FLORIDA
8/24/2011	JOHN BANCROFT BROWN	MPA/GOVT EXP. IN FINANCIAL & ECONOMIC MGMT./NOT CITY MGR.	COMPLIANCE CONSULTANT - BANK UNITED	FLORIDA
8/29/2011	JAMES MATTHEWMAN	POLICE ACADEMY/LAW ENFORCEMENT EXP./NOT CITY MGR.	ARMED CUSTODY TRANSPORTATION OFFICER - AKALDOYON JV	FLORIDA
8/29/2011	JEROME J. GRASSO	MA LIBERAL STUDIES/GOVT EXP./NOT AS CITY MGR. OR FL	COUNTY LEGISLATOR - GENESEE COUNTY	NEW YORK
8/29/2011	CAROLYN A. RORIE	MS MGMT./20+ YRS. EXP. IN ACCOUNTING./NOT AS A MGR.	TAX ACCOUNTANT - TENDER LOYING CARE CHILDCARE, INC.	FLORIDA
9/2/2011	KATHLEEN S. CHALK	MS POLITICAL SCIENCE/1 YR. GOVT EXP./NOT AS MGR OR FL.	COMMUNITY RESOURCE SPECIALIST - STATE OF FL, 11TH JUDICIAL CIRCUIT COURT	FLORIDA
9/6/2011	TRACEY L. O'BRIEN	JD/GOVT EXP. AS AN ATTORNEY AND PROSECUTOR/NOT AS MGR. IN FL.	ASST. PROSECUTOR - ATLANTIC COUNTY, NEW JERSEY	NEW JERSEY
9/13/2011	LISANDRA QUINTANA	MPA/6 YRS. EXP. IN PRIVATE ORG. MGMT./NO GOVT OR CITY MGR. EXP.	LEGAL ASST./PARALEGAL/OFFICE MGR. - LAW OFFICES OF HOSS HERNANDEZ, PA.	FLORIDA

CITY OF MIAMI SPRINGS
CITY MANAGER POSITION - APPLICANT LIST

9/29/2011	JOSEPH GERRITY JR.	BA POLITICAL SCIENCE GOVT EXP BUT NOT AS A MGR	COUNTY COORDINATOR - SUWANNEE COUNTY FLORIDA
9/30/2011	JOHN M. FRASER	MBA GOVT EXP BUT NOT AS A MGR IN FL	CONSULTANT - MUNICIPAL RESOURCES, INC. MAINE

CITY OF MIAMI SPRINGS



Finance Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5000
Fax: (305) 805-5018

TO: Honorable Mayor Garcia and Members of the City Council
VIA: James R. Borgmann, City Manager *JRB*
FROM: William Alonso, Finance Director *WAlonso*
DATE: October 20, 2011

SUBJECT: Recommendation that Council waive the competitive bid process and approve the Extension Agreement for an additional 12 month period, to the Pelican Playhouse, Inc. (Ralph Wakefield) for an annual stipend of \$20,000.00 for theatrical services, pursuant to Section §31.11 (E)(6)(g) of the City Code.

REASON: For an extension agreement of annual stipends for Theater operations to Pelican Playhouse, Inc. (Ralph Wakefield). Provided services related to the Rebecca Sosa Theater i.e.: Artistic direction, rentals, productions, and maintenance of equipment. The contract amount is \$20,000.00 and the funds are in the approved budget for the agreement period.

COST: \$ 20,000.00

FUNDING: **Department/ Description:** Recreation Dept. / Other Contractual Services
Account Number: 001-5701-572-34-02

Procurement approval: *TR*

Agenda Item No.

City Council Meeting of:

10-24-11 *JRB*

10-24-11



**EXTENSION AGREEMENT FOR
THEATRICAL SERVICES**

THIS EXTENSION AGREEMENT made and entered into this _____ day of October, 2011, by and between the **CITY OF MIAMI SPRINGS**, a Florida Municipal Corporation, hereinafter referred to as "City", and **PELICAN PLAYHOUSE, INC.**, a Florida Corporation, hereinafter referred to as "Playhouse":

WITNESSETH:

WHEREAS, the City and Pelican Playhouse, Inc., ("Playhouse") entered into an Agreement for Theatrical Services on October 26, 2010; and,

WHEREAS, the aforesaid Agreement expired on September 30, 2011; and,

WHEREAS, the City Council has been advised that the "Playhouse" has requested an extension of one (1) year of the aforesaid Agreement; and,

WHEREAS, the City Council approved the granting of the aforesaid one (1) year extension of the subject Agreement at its regular City Council meeting on October 24, 2011, and memorialized its action in this Extension Agreement:

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

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

2. That the City of Miami Springs hereby grants to Pelican Playhouse, Inc., an extension of the prior Agreement for Theatrical Services for one (1) year from October 1, 2011 to September 30, 2012, and hereby amends the "Term of Agreement" paragraph contained Page 8 of the prior Agreement accordingly.

3. That the "Services to be provided by Playhouse" paragraph contained on Pages 2-4 of the prior Agreement are hereby modified and supplemented as follows;

- New production schedule and related production information for the one (1) year extension of this Agreement is attached hereto as Exhibit # 1.
- Monthly status reports on all theatrical activities conducted during the preceding month previously provided to the City Recreation Director for inclusion within the City Manager's monthly update reports will now only be provided on January 1, 2012, May 1, 2012, and September 30, 2012 to the City Recreation Director.
- Reports shall be provided to the City Recreation Director of any theatrical productions or other performances that have been denied permission to perform in the Rebeca Sosa Theatre by the Playhouse due to a determination that the rating of "G" would be exceeded by the proposed production or performance. In addition, Playhouse shall provide a copy of the written Notice of Denial to the City Recreation Director to insure that each such notice contains a provision that advises that any denial of permission to perform in the theater is subject to the review of the City Council within thirty (30) days of receipt of the written denial notice from the Playhouse.

4. That the "Payments to Playhouse" paragraph contained on Pages 7-8 of the prior Agreement are hereby modified and supplemented as follows:

- Payments to be made to Playhouse on the following dates

October 1, 2011 - \$5,000

February 1, 2012 - \$5,000

June 1, 2012 - \$5,000

- New Visiting Company Rental Schedule is attached hereto as Exhibit # 4.
- The City further agrees to disburse to the Playhouse the balance of the five thousand (\$5,000) dollars budgeted in FY 2011-2012 by the City for "Equipment Repairs" that remains unused as of September 30, 2012.

5. That the existing Agreement for Theatrical Services shall, in all other respects, remain in full force and effect and not be otherwise modified, amended, or supplemented except as provided herein.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Playhouse and the City have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

Witnesses:
(As to both Signatories)

PELICAN PLAYHOUSE INC.
A Florida Corporation

Print Name: _____

BY: _____
RALPH WAKEFIELD, President

Print Name: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared RALPH WAKEFIELD, President of PELICAN PLAYHOUSE INC., a Florida Corporation, who being first duly sworn by me, and who produced _____ (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2011.

NOTARY PUBLIC,
State of Florida at Large

MY COMMISSION EXPIRES:

Witnesses:
(As to both Signatories)

CITY OF MIAMI SPRINGS
Florida Municipal Corporation

Print Name: _____

BY: _____
JAMES R. BORGMANN
City Manager

Print Name: _____

Attest: _____
Magali Valls,
City Clerk

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared JAMES R. BORGMANN, City Manager of the City of Miami Springs, and MAGALI VALLS, City Clerk of the City of Miami Springs, who being first duly sworn by me, and who produced _____ (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2011.

NOTARY PUBLIC,
State of Florida at Large

MY COMMISSION EXPIRES:

Exhibit 1 to Agreement for Theatrical Services

October 1, 2011 through September 30, 2012

PRODUCTIONS:

Minimum of two productions and one summer recital

Teach classes in Puppets and Pantomime 10/15/11 – 02/20/12

Audition, cast and rehearse

February 2012 performance Senior Center (TBA)

Theater Production Class No. 1: 10/15/11 - 04/01/12

Audition, cast and rehearse production TBA

March 30-April 8, 2012 production (Two weekends)

Summer Recital: June TBA

Audition, cast and rehearse Puppets and Pantomime

Actor's Workshop

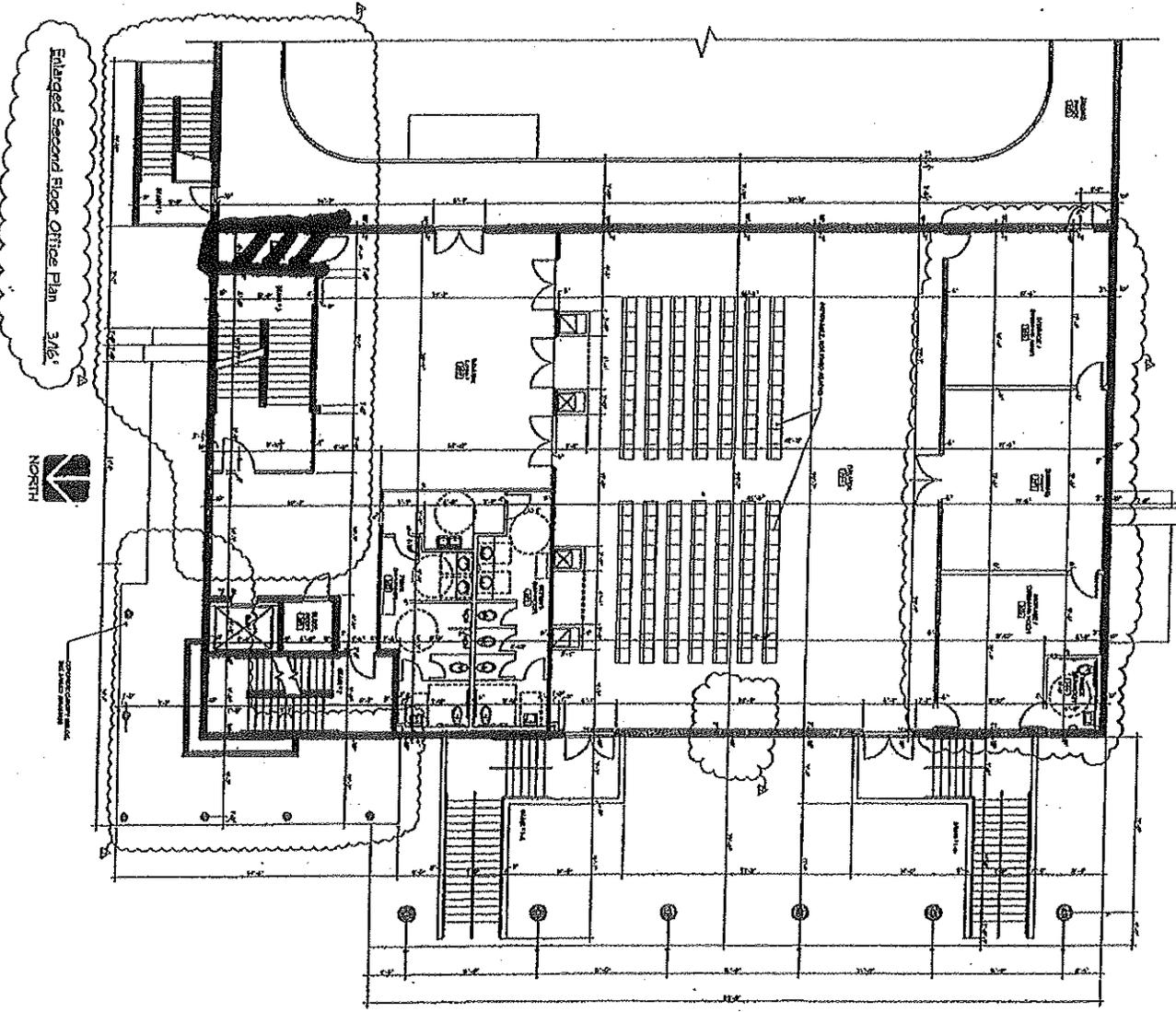
August performance (TBA)

Theater Production Class No. 2: July TBA

Audition, cast and rehearse "TBA"

September 21-30, 2012 production (Two weekends)

EXHIBIT
#2



Enlarged Second Floor Office Plan 3/16'



A3.2	DATE	12.15.04
	SCALE	AS SHOWN
NO.	04-001	

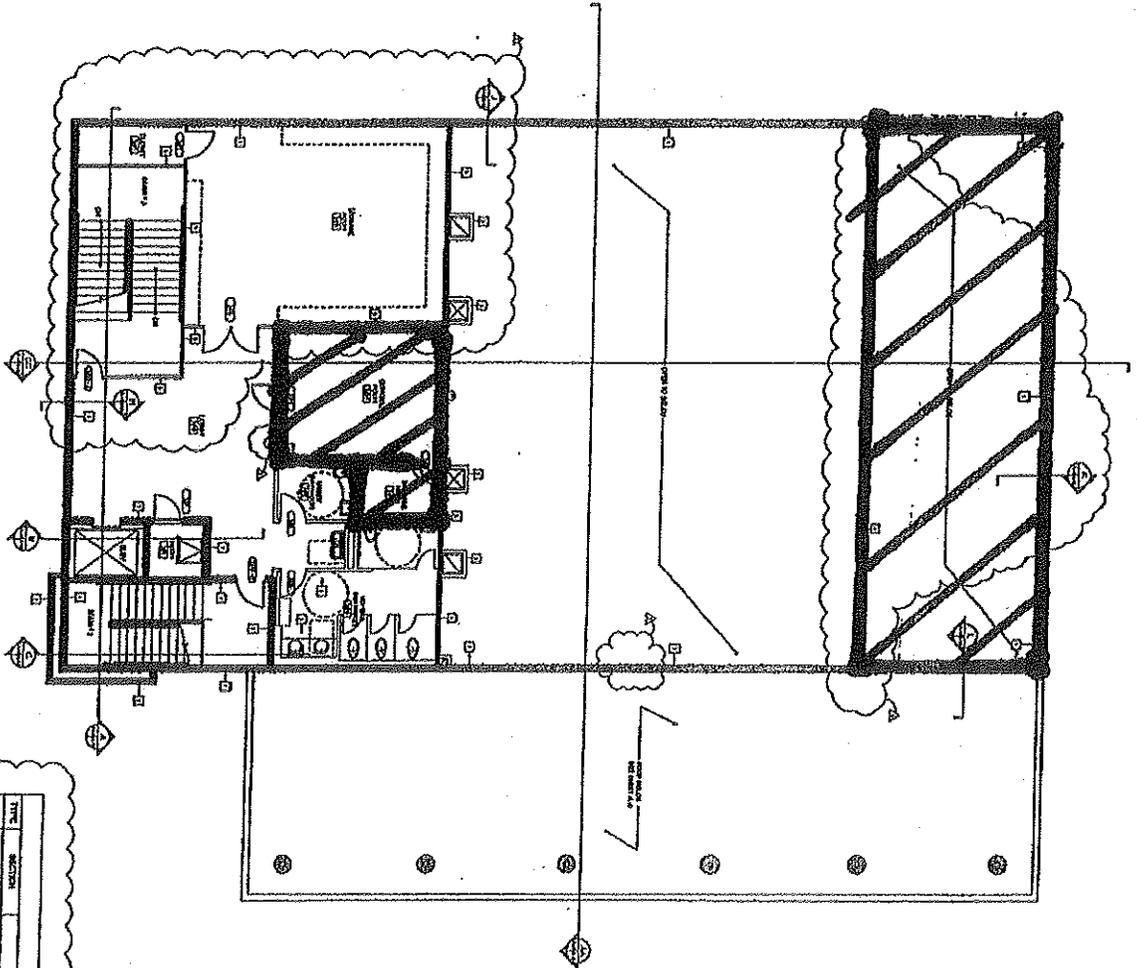
REVISIONS	DATE	BY	DESCRIPTION
1	12-15-04		ISSUED FOR PERMIT
2	04-01-05		ISSUED FOR PERMIT

The Miami Springs Community Center
City of Miami Springs
1401 Westwood Drive, Miami Springs, FL 33156

Rodriguez Perera Architects, Inc.
3000 SW 76 Street, Suite 107-North, Ft. Lauderdale, FL 33328
Phone: (305) 592-8045 Fax: (305) 592-8156
WWW.RODRIGUEZPERERA.COM

Architecture
Planning &
Urban Design
Space Planning
Interior Design
Tel. G. # 4001101

Third Floor Plan 3/16'



NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO FACE ARE TO BE USED FOR CONSTRUCTION. DIMENSIONS TO CENTER ARE TO BE USED FOR LOCATION OF WALLS AND PARTITIONS.

WALL LEGEND

TYPE	SECTION	DESCRIPTION	FINISH	THICKNESS	REMARKS
1	1	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
2	2	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
3	3	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
4	4	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
5	5	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
6	6	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
7	7	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
8	8	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
9	9	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
10	10	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
11	11	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
12	12	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
13	13	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
14	14	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
15	15	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
16	16	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
17	17	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
18	18	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
19	19	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
20	20	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
21	21	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
22	22	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
23	23	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
24	24	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
25	25	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
26	26	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
27	27	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
28	28	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
29	29	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
30	30	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
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32	32	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
33	33	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
34	34	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
35	35	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
36	36	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
37	37	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
38	38	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
39	39	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
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42	42	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
43	43	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
44	44	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
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47	47	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
48	48	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
49	49	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud
50	50	1/2" Gypsum Board on 2x4 Stud	1/2" Gypsum Board	1/2"	1/2" Gypsum Board on 2x4 Stud

The Miami Springs Community Center
 City of Miami Springs
 1401 Westward Drive, Miami Springs, FL 33166

Rodriguez Perelra Architects, Inc.
 8000 NW 7th Street, Suite 307, Miami, FL 33126
 Phone: (305) 592-8445 Fax: (305) 592-8156
 WWW.RODRIGUEZPERELRA.COM

Architecture
 Planning
 Urban Design
 Space Planning
 Interior Design
 City, U.S.A.

AA

Community Center
 Pelican Playhouse Equipment
 As of October 20, 2011

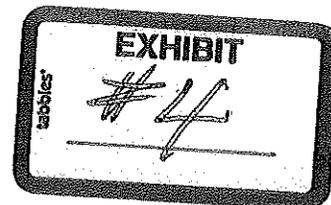
Vendor Name	Description	Make	Model #	Serial #	Subtotal
Sterling Productions	Theater Stage				
Mainstage Theatrical Supply, Inc.	Playhouse Curtains-Riggings/Truss		N/A	N/A	12,391.00
"	Playhouse Curtains-Curtains/Track		N/A	N/A	5,746.00
"	Playhouse Curtains-Track		N/A	N/A	17,802.00
Miami Stage Craft, Inc.	ETC Element 250 Channel Lighting Console 19" LCD Monitor		N/A	N/A	
ProjectorPeople.com	Projector, XGA, 5000 LUMENS, 10.8 lbs.		BENSP870	PDT3A02109000	
B&H Photo Electronics	Porta-Com Anchorman 4 Wireless & JVC DVD Player	JVC	N/A	XV-N680BL 124R0539	
Jaiba Cabinets	Cabinets		N/A	N/A	
Mity-Lite	Mesh Flooding Chairs-Black Plastic Frame & Tree Cart		N/A	N/A	
My cable Mart	Cables & Wires for Speaker		N/A	N/A	
Parts Express	Ceiling Speakers and Amplifiers		N/A	N/A	
Guitar Center	Channel Mixer	Soundcraft	LX7II	N/A	2,070.00
"	EW112 Wireless Mics (6)	Lavalier	503169	N/A	3,240.00
"	EW112 Wireless Mics (6)	Sennheiser	503172	N/A	3,240.00
"	Active Antenna Splitter	Sennheiser	G30MNIKIT8	N/A	1,350.00
"	1N Active Antenna Splitter (3)	Sennheiser	ASA	N/A	1,560.00
"	Other Accessories, cables, racks, etc.		N/A	N/A	5,304.00
Acoustical Components	Installation of Audio & Video Equip & Misc. Hardware&cables				
Link Group Built in Items	Enclosure /DMX/plus Link Group markup (15%)				
Acoustic Sonic, Inc.	Acoustic Panels for the Pelican Playhouse				
Miami Stagecraft, Inc.	IFR 220Z Encore Black Velour Curtain 19' 6"High x 13 Wide				

Grand Total

VISITING COMPANY RENTAL SCHEDULE

REBECA SOSA THEATER

MIAMI SPRINGS COMMUNITY CENTER
1401 WESTWARD DRIVE



NON-PROFIT ORGANIZATIONS * :

- Monday through Sunday
Daily Fees * \$ 350.00 each day

**(Each daily fee is for 4-hours of use)*

- Hourly Fees..... \$ 50.00

(For each additional hour or part of an hour in excess of the 4-hours provided by the payment of the daily fee).

* Organization is required to provide proof of non-profit status and proof of special event insurance for each performance.

PROFIT ORGANIZATIONS * :

- Monday through Sunday
Daily Fees *\$ 450.00 + applicable sales tax

**(Each daily fee is for 4-hours of use)*

- Hourly Fees.....\$ 50.00 + applicable sales tax

(For each additional hour or part of an hour in excess of the 4-hours provided by the payment of the daily fee).

* Organization is required to provide proof of special event insurance for each performance.

REHEARSAL USAGE :

(Either Profit or Non-Profit Organizations)

Daily Rehearsal Fees.....\$ 150.00 *
(Use for 3-hours)

Hourly Fees.....\$ 50.00 *
(For each additional hour or part of an hour of use)

* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for use to City.

SOUND TECHNICIAN SERVICES:

(Either Profit or Non-Profit Organizations)

Fee for each performance.....\$ 50.00 *

Fee for each wireless microphone used
per performance.....\$ 10.00 *

* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for sound technician services and microphone usage fees.

LIGHTING TECHNICIAN SERVICES:

(Either Profit or Non-Profit Organizations)

Fee for each performance.....\$ 50.00 *

* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for lighting technician services.

AGREEMENT FOR THEATRICAL SERVICES

THIS AGREEMENT is entered into this 26th day of October, 2010 between the CITY OF MIAMI SPRINGS, FLORIDA, a Florida Municipal Corporation, hereinafter referred to as "City", and PELICAN PLAYHOUSE INC., a Florida Corporation, hereinafter referred to as "Playhouse":

WITNESSETH:

WHEREAS, the Pelican Playhouse has provided theatrical productions and classes in the City for many years; and,

WHEREAS, the City and the Playhouse have not historically maintained a formal contractual relationship; and,

WHEREAS, with the construction of the new Community Center and theater facilities contained therein, the parties have mutually agreed that a more formal relationship is required; and,

WHEREAS, the City Council has expressed its support for the Playhouse and its desire that the City continue to receive the services previously provided; and,

WHEREAS, representatives from the City Administration and the Playhouse have conducted the discussions, meetings and negotiations necessary to formalize the relationship between the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the mutual sufficiency of which is hereby acknowledged, the CITY OF MIAMI SPRINGS and the PELICAN PLAYHOUSE INC. hereby agree as follows:

INTENT

It is the intent of this Agreement for the City of Miami Springs to permit and authorize the PELICAN PLAYHOUSE INC. to provide theatrical productions and theatrical classes for the City and its citizens while utilizing the theater facilities in the City's new Community Center and the space previously utilized in the City Senior Center.

SERVICES TO BE PROVIDED BY PLAYHOUSE

The Playhouse agrees to provide, at a minimum, the following services to the City and its citizens, pursuant to this Agreement, to-wit:

- INFORMATION ON FUTURE PRODUCTIONS TO BE SUPPLIED HERE, (see attached Exhibit #1 for the production schedule for the term of this Agreement and other information related to the productions).
- Provide acting classes for all ages (14 weeks per session; 3 sessions a year).
- Supervise the use, storage and condition of all City furnishings, equipment and systems and advise of any noted defects or broken items.
- Organize and store all costumes, set pieces and props at the Community Center in the assigned areas designated on the sketch attached hereto as Exhibit #2. It is further agreed that all of the foregoing will be removed from the dressing room areas, with the exception of the "green room" area, prior to any use by any other group or production company. All areas must be properly cleaned, maintained and kept in a proper manner and order.
- Prepare production study guides (as appropriate) for educational purposes.
- Pay for all production costs for performances required by this Agreement.

- Perform all ticketing, promotion and advertising for all productions required by this Agreement and submit an accounting of all costs incurred and revenues received following each production.
- Consult with the City in regard to theater facility requirements in the Community Center.
- Research availability and pricing of theater supplies (curtains, lighting, seating, etc.)
- Maintain an on-line ticketing system.
- Maintain a website for notification and advertising of City entertainment events/productions and productions by the Playhouse and visiting companies.
- Provide an integrated marketing program to promote greater awareness of the Playhouse and Community Center.
- Recruitment of other visiting entertainment companies to perform at the theater in the Community Center.
- Provide supervision of visiting entertainment companies. Supervision shall include, but not be limited to, the following:
 - Procure set-up instructions and diagrams for stage, risers and chairs.
 - Loading into the space when scheduled;
 - Rehearsals when scheduled;
 - Performances when scheduled;
 - Strike and load out when scheduled after completion of all performances.
- Provide training, support and supervision to City Staff when City uses theater and theater equipment for purposes other than Playhouse theatrical productions.

- Provide monthly status reports on all theatrical activities conducted during the preceding month to the City Recreation Director for inclusion within the City Manager's monthly update reports.

PLAYHOUSE USE OF CITY FACILITIES

The parties hereto agree to the following use of the City's facilities during the term of this Agreement, to-wit:

- Eighty-eight (88) days of use of the theater facility in the new Community Center for two (2) theatrical and one (1) summer recital productions and related activities.
- Twelve (12) additional days of use of the theater facility in the new Community Center for two (2) theatrical productions and related activities by visiting companies.
- Forty-two (42) days of either Saturday or Sunday use for production rehearsals at the City Senior Center.

It is further understood and agreed that a more detailed schedule of use is provided in Exhibit #1 attached hereto, and that any additional use not provided herein, or in Exhibit #1, must be approved, in advance, by the City Manager, following receipt of reasonable prior notice of the additional requested use.

The parties acknowledge and agree that no keys or security codes to the Community Center will be provided to the Playhouse and that any "after hours" access to the facility must be requested at least twenty-four (24) hours in advance unless an emergency situation arises in which case only reasonable notice for access is required.

INSURANCE

All visiting theatrical production companies shall be required to provide the City (and to name the City as an additional insured) with "special event" insurance coverage for each production performance, in an amount to be determined in advance by the City, which shall not be less than One Million (\$1,000,000) Dollars.

HOLD HARMLESS AND INDEMNIFICATION

As a material inducement for the City to enter into this Agreement, the Playhouse and all visiting production companies, including all their volunteers, employees, staff, representatives, officials and officers, shall hold the City, including its officers, officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of action, liability, costs, expenses and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the Miami Springs Community Center, arising from the use, services, acts, actions, omissions or failures to act of Playhouse or any visiting production company, or any of their volunteers, employees, agents, representatives, invitees, or guests. Additionally, the protections provided by this provision shall also include any costs, expenses or legal fees the City may incur in establishing that the Playhouse or any visiting production companies, or their insurers, are responsible to provide protection, coverage and representation to the City, its officials, employees and representatives for any incident that may occur during the term thereof.

SERVICES TO BE PROVIDED BY THE CITY

The City agrees to provide the following services to Playhouse in furtherance of this Agreement, to-wit:

- Upon completion, continue to maintain the Community Center building and theater area contained therein.
- Provide the number of days set forth herein for Playhouse and visiting company use in the Community Center theater and Senior Center.
- Pay for all required utility services.
- Maintain public liability and property damage insurance on all City owned facilities to be used by Playhouse.
- Maintain City owned theater equipment in proper condition (lights, microphones, soundboard, speakers, lightboard, stage risers, curtains, etc.) when advised of being broken or in defective condition by the Playhouse.
- Provide an internet connection for an online ticketing system.
- Provide adequate security during Playhouse use of the City facilities.
- Provide locations for the storage of equipment, costumes, set pieces and props. (See Exhibit #2 attached hereto for sketch of designated storage areas.)
- Arrange for the set-up and removal of stage, risers, and chairs for theatrical productions. Any changes made to the City's initial "set-up" will be charged to the party requesting the changes.
- Provide all initial required furnishings and equipment for theatrical productions by Playhouse (as set forth on Exhibit #3 attached hereto). It is to be expressly understood that said furnishings and equipment may not be removed from the Community Center without the written authorization of the City Manager.

- Provide reimbursement to Playhouse for fees advanced on behalf of City to contractors providing special services (lighting, sound, etc.) for City programs, productions and other activities.

PAYMENTS TO PLAYHOUSE

The City agrees to pay Playhouse Fifteen Thousand (\$15,000) Dollars for its services being rendered to the City pursuant to this Agreement. The aforesaid amount shall be payable as follows, to-wit:

October 1, 2010	- \$5,000.00
February 1, 2011	- \$5,000.00
June 1, 2011	- \$5,000.00

In addition to the foregoing payments, the City agrees to allow Playhouse to retain all funds received from ticket sales from its own theatrical productions and all acting class fees.

Further, theatrical productions by visiting companies (which shall include concerts, dance recitals and other cultural arts programs and activities) will be billed for the use of the City's facilities in accordance with the flat fee schedule attached hereto as Exhibit #4. The Playhouse will receive thirty (30%) percent of the flat fee amount charged to the visiting company by the City for the use of the theater facilities and the City shall retain seventy (70%) percent of the flat fee amount. Any fees charged to the visiting companies for lighting or sound services provided by Playhouse shall be entirely retained by the Playhouse.

The City further agrees to disburse to the Playhouse the balance of the Five Thousand (\$5,000.00) Dollars budgeted in FY2010-2011 by the City for "equipment repairs" that remains unused as of September 30, 2011.

PLAYHOUSE EXEMPTION STATUS

In partial consideration of the execution of this Agreement by the City, the Playhouse agrees to maintain its current 501-C-3 status from the Federal Government, and to file all appropriate applications for county, state and federal grants for the benefit of the Playhouse and the City. The distribution of all grants received shall be governed by the terms, conditions and requirements of the granting authority and the grant agreement required for the receipt of funding.

PLAYHOUSE FINANCIAL RECORDS

In addition to any other requirement of this Agreement, the Playhouse shall be required to provide the City with copies of its annual financial statements and income tax returns prepared and/or filed during the term of this Agreement.

TERM OF AGREEMENT

This Agreement shall begin on the 1st day of October 2010 and terminate on the 30th day of September 2011. Despite the fact that this Agreement may not be formally executed by October 1, 2010, it is anticipated and expected that the duties and responsibilities of the parties hereto shall begin no later than that date.

TERMINATION OF AGREEMENT

WITHOUT CAUSE

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

TERMINATION OF AGREEMENT

BASED UPON CAUSE

Notwithstanding anything to the contrary contained herein, the parties mutually agree that this Agreement may be terminated by either party for cause. In accordance with the foregoing, if either party hereto is in violation of any of the terms, conditions, covenants, and provisions of this Agreement, the non-violating party shall give the violating party written notice of the claimed violation(s) and given thirty (30) days , from the receipt of said notice, in which to cure said violation(s).

If the violation(s) are not cured within the curative periods provided herein, the non-violating party may then serve the violating party with a Termination for Cause Notice which shall terminate this Agreement between the parties upon receipt by the violating party.

For the purposes of this provision, the following, although not intended to be a listing of all possible agreement violations, shall constitute violations of this Agreement, to-wit:

- Any acts, actions or omissions in violation of the terms, conditions, covenants, and provisions of this Agreement.
- Any failure to provide or file any required document, report or form.
- Any failure to abide by any rules, regulations, laws, statutes, ordinances or policies.
- Any actions that would jeopardize or threaten the validity or existence of any required license, permit or insurance coverage.
- The filing of any general assignment for the benefit of creditors.
- The filing of any voluntary or involuntary bankruptcy.
- The filing of any corporate liquidation, dissolution, or reorganization.
- The appointment of any trustee, receiver or liquidator.
- Any actions filed against a party hereto seeking any of the foregoing.

PROHIBITED ACTIVITIES

Playhouse shall not use the premises for any purpose or activity regulated or prohibited by Chapter 132 of the Miami Springs Code of Ordinances or for any unlawful, immoral, unethical, or disruptive purpose and shall comply with all laws and permitted requirements applicable now, or in the future, to the operation of the Community Center or Senior Center premises. Playhouse shall not permit any offensive, noisy, or dangerous activity, nor any nuisance or other conduct in violation of any statute, law, ordinance, rule, regulation or policy of the City, county or state on the Community Center or Senior Center premises. Playhouse shall not permit any employees, representatives, subcontractors or volunteers, except Ralph Wakefield and Richard

Reed, from using and operating the City's scissor lift machine. In addition, neither Wakefield nor Reed shall be permitted to use the scissor lift machine until executing a Release, Hold Harmless and Indemnity Agreement in favor of the City. Further, no special equipment, furnishings or theatrical props shall be allowed inside the Community Center without the prior approval of the City Manager or designee.

DRUG-FREE WORKPLACE

The Playhouse agrees to operate as a drug-free workplace and to ensure that a drug-free workplace employee program is maintained during the term of this Agreement.

NON-DISCRIMINATORY PRACTICES

In providing services, including those related to direct contact with the public, and those involving the hiring, treatment and advancement of employees, Playhouse shall not discriminate in any manner based upon race, color, creed, religion, ancestry, national origin, gender, age, physical/mental handicap or in any other manner. In addition, the Playhouse shall insure the fair and equal use and access to the facilities at the Community Center and Senior Center premises.

LICENSED OR REGISTERED PERSONNEL

All services to be rendered by the Playhouse under this Agreement, which are required by law to be performed by or under the direction of a duly licensed or registered professional, shall be rendered in compliance with such requirements.

ASSIGNMENT

Playhouse shall not assign, sublet or transfer any portion of its duties, obligations or responsibilities under this Agreement without the advance written approval of the City. It is specifically understood and agreed that the City's decision to either permit or deny any such assignment, subletting or transfer shall be within its sole and exclusive discretion and that any such decision by the City shall be presumed to be reasonable.

ATTORNEY'S FEES

The parties hereto acknowledge and agree that should it become necessary for either party to this Agreement to bring suit to enforce any provisions hereof, or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation, and any appeals therefrom, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney's fees as may be awarded by the court.

NOTICES TO PARTIES

All notices required or desired to be given under this Agreement shall be in writing and delivered in person or transmitted by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party to be noticed, and shall be deemed to have been delivered three (3) days after deposit in a post office or letter box in the above manner.

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

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

NOTICES TO BE GIVEN TO PLAYHOUSE SHALL BE ADDRESSED AS FOLLOWS:

**PELICAN PLAYHOUSE INC.
Attn: Ralph Wakefield
255 Springs Avenue
Miami Springs, FL 33166**

CAPTIONS

All captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

TIME

Time is of the essence as to each term of this Agreement.

GOVERNING LAW

This Agreement and the rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of Florida. If any provision of this Agreement is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provision of the Agreement.

ENTIRE AGREEMENT

This Agreement, together with any Exhibits hereto, constitute the entire Agreement between the parties relating to the subject matter hereof. This Agreement is the final expression of agreement between the parties hereto. Neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers made either prior to, or simultaneous with, the execution of this Agreement.

This Agreement was jointly negotiated and prepared by the parties hereto and no interpretation hereof shall be held more strongly against either party.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Playhouse and the City have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

Witnesses:
(As to both Signatories)

[Signature]
Print Name: RONALD GORLAND
[Signature]
Print Name: SUZANNE SCHIFFER

PELICAN PLAYHOUSE INC.
A Florida Corporation
[Signature]
BY: RALPH WAKEFIELD, President

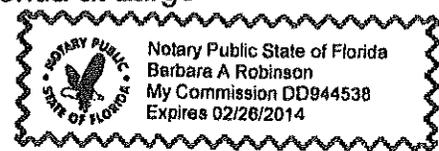
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared RALPH WAKEFIELD, President of PELICAN PLAYHOUSE INC., a Florida Corporation, who being first duly sworn by me, and who produced (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 26 day of October, 2010.

Barbara A. Robinson
NOTARY PUBLIC, BARBARA A ROBINSON
State of Florida at Large

MY COMMISSION EXPIRES: 2/26/2014



Witnesses:
(As to both Signatories)

CITY OF MIAMI SPRINGS



Suzanne S. Mettler
Print Name: Suzanne S. Mettler

Lina Bryon
Print Name: LINA BRYON

BY: James R. Borgmann
JAMES R. BORGMANN
City Manager

Attest: Magali Valls
Magali Valls,
City Clerk

STATE OF FLORIDA

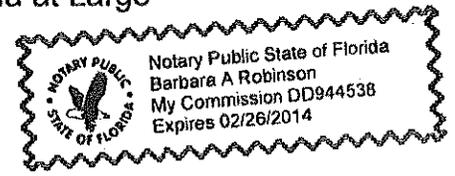
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared JAMES R. BORGMANN, City Manager of the City of Miami Springs, and MAGALI VALLS, City Clerk of the City of Miami Springs, who being first duly sworn by me, and who produced _____ (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

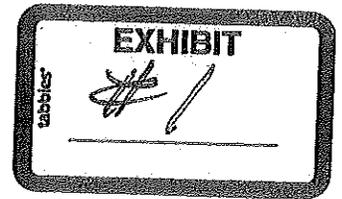
SWORN TO AND SUBSCRIBED before me this 26 day of October, 2010.

Barbara A. Robinson
NOTARY PUBLIC, BARBARA A. ROBINSON
State of Florida at Large

MY COMMISSION EXPIRES: 2-26-2014



**Exhibit 1 to Agreement for Theatrical Services
October 1, 2010 through September 30, 2011**



PRODUCTIONS:

Minimum of two productions and one summer recital

Teach classes in Puppets and Pantomime for young people ages 5 - 9

Audition, cast and rehearse Puppet performance

**February 2011 performance for the Senior Center
or Miami Springs Community Center after care program**

Theater production class #1

Audition, cast, rehearse fall production "Brother's Grimm Spectaculathon"

September 24 - October 3rd, 2010 production (Two weekends)

Theater production class #2

Audition cast and rehearse Spring production (TBA)

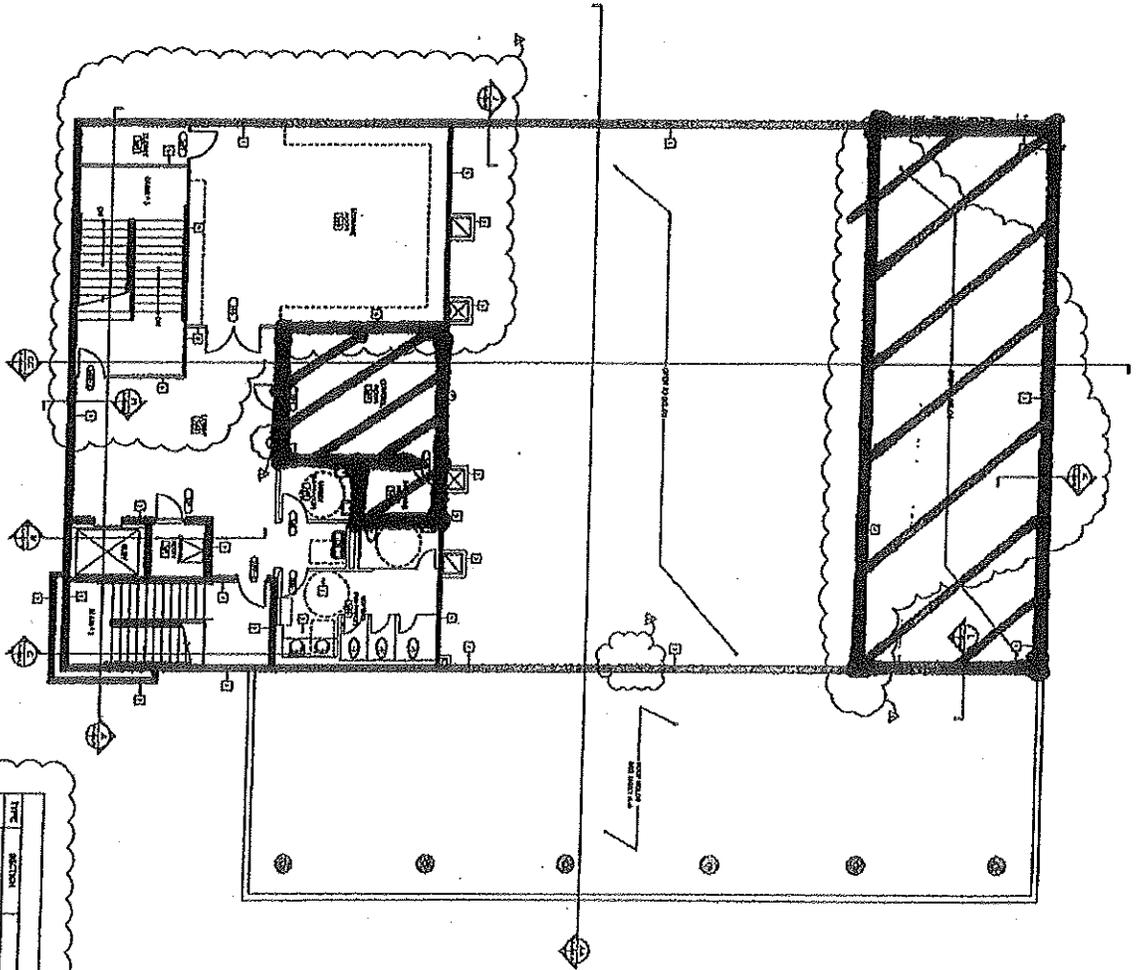
April 1st - April 10th 2011 (Two weekends)

Summer Recital

Audition, cast, rehearse Summer Recital

August 2011 (TBA not to interfere with MSCC summer camp)

Third Floor Plan 3/16/1



NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. FINISHES TO BE DETERMINED BY THE ARCHITECT.
 3. REFER TO THE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

TYPE	SECTION	DESCRIPTION	UNIT	QUANTITY	ESTIMATE
1	CONCRETE	CONCRETE FOR FLOOR SLAB, 4" THICK, 15000 PSI	SQ. YD.	1500	1500
2	REINFORCEMENT	REINFORCEMENT BARS, #4, 18" ON CENTER	TONS	10	10
3	FORMWORK	FORMWORK FOR CONCRETE SLAB, 4" THICK	SQ. YD.	1500	1500
4	MECHANICAL	Mechanical equipment, including ductwork and piping	TONS	5	5
5	ELECTRICAL	Electrical wiring, conduits, and panels	TONS	2	2
6	PLUMBING	Plumbing fixtures, pipes, and valves	TONS	1	1
7	PAINT	Interior and exterior painting	SQ. YD.	1000	1000
8	FINISHES	Floor finishes, wall finishes, and ceiling finishes	SQ. YD.	1000	1000
9	MECHANICAL	Mechanical equipment, including ductwork and piping	TONS	5	5
10	ELECTRICAL	Electrical wiring, conduits, and panels	TONS	2	2
11	PLUMBING	Plumbing fixtures, pipes, and valves	TONS	1	1
12	PAINT	Interior and exterior painting	SQ. YD.	1000	1000
13	FINISHES	Floor finishes, wall finishes, and ceiling finishes	SQ. YD.	1000	1000

Proposed by: **The Miami Springs Community Center**
 City of Miami Springs
 1401 Westward Drive, Miami Springs, FL 33166

Rodriguez Perera Architects, Inc.
 Architecture Planning & Urban Design
 Space Planning Interior Design
 8000 NW 7th Street, Suite 100 - Miami, FL 33126
 Phone: (305) 572-8948 FAX: (305) 572-2376
 WWW.RODRIGUEZPERERA.COM

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E. 118.7
#3

Community Center
Pelican Playhouse Equipment
As of October 20, 2011

Vendor Name	Description	Make	Model #	Serial #	Subtotal	Amount
Sterling Productions	Theater Stage					\$ 12,442.00
Mainstage Theatrical Supply, Inc.	Playhouse Curtains-Riggings/Truss		N/A	N/A	12,391.00	
"	Playhouse Curtains-Curtains/Track		N/A	N/A	5,746.00	
"	Playhouse Curtains-Track		N/A	N/A	17,802.00	
Miami Stage Craft, Inc.	ETC Element 250 Channel Lighting Console 19" LCD Monitor		N/A	N/A		35,939.00
ProjectorPeople.com	Projector, XGA, 5000 LUMENS, 10.8 lbs.		N/A	N/A		30,915.00
B&H Photo Electronics	Porta-Corn Anchorman 4 Wireless & JVC DVD Player	JVC	BENSP870	PDT3A02109000		2,048.00
Jaiba Cabinets	Cabinets		N/A	XV-N680BL 124R0539		2,719.99
Mifty-Lite	Mesh Flooding Chairs-Black Plastic Frame & Tree Cart		N/A	N/A		522.24
My cable Mart	Cables & Wires for Speaker		N/A	N/A		9,228.99
Parts Express	Ceiling Speakers and Amplifiers		N/A	N/A		330.34
Guitar Center	Channel Mixer		N/A	N/A		1,015.11
"	EW112 Wireless Mics (6)	Soundcraft	LX7II	N/A	2,070.00	
"	EW112 Wireless Mics (6)	Lavalier	503169	N/A	3,240.00	
"	Active Antenna Splitter	Sennheiser	503172	N/A	3,240.00	
"	1N Active Antenna Splitter (3)	Sennheiser	G30MNIKIT8	N/A	1,350.00	
"	Other Accessories, cables, racks, etc.	Sennheiser	ASA	N/A	1,560.00	
Acoustical Components	Installation of Audio & Video Equip & Misc. Hardware&cables		N/A	N/A	5,304.00	16,764.00
Link Group Built in Items	Enclosure/DMX/plus Link Group markup (15%)					3,500.00
Acoustic Sonic, Inc.	Acoustic Panels for the Pelican Playhouse					46,008.00
Miami Stagecraft, Inc.	IFR 220Z Encore Black Velour Curtain 19' 6" High x 13 Wide					14,954.36

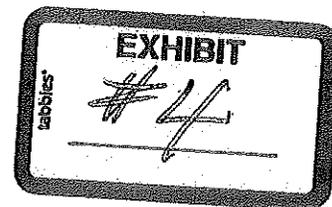
Grand Total

\$ 179,037.03

VISITING COMPANY RENTAL SCHEDULE

REBECA SOSA THEATER

MIAMI SPRINGS COMMUNITY CENTER
1401 WESTWARD DRIVE



NON-PROFIT ORGANIZATIONS * :

- Monday through Sunday
Daily Fees * \$ 350.00 each day

** (Each daily fee is for 4-hours of use)*

- Hourly Fees..... \$ 50.00

(For each additional hour or part of an hour in excess of the 4-hours provided by the payment of the daily fee).

* Organization is required to provide proof of non-profit status and proof of special event insurance for each performance.

PROFIT ORGANIZATIONS * :

- Monday through Sunday
Daily Fees *\$ 450.00 + applicable sales tax

** (Each daily fee is for 4-hours of use)*

- Hourly Fees.....\$ 50.00 + applicable sales tax

(For each additional hour or part of an hour in excess of the 4-hours provided by the payment of the daily fee).

* Organization is required to provide proof of special event insurance for each performance.

REHEARSAL USAGE :

(Either Profit or Non-Profit Organizations)

Daily Rehearsal Fees.....\$ 150.00 *
(Use for 3-hours)

Hourly Fees.....\$ 50.00 *
(For each additional hour or part of an hour of use)

* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for use to City.

SOUND TECHNICIAN SERVICES:

(Either Profit or Non-Profit Organizations)

Fee for each performance.....\$ 50.00 *

Fee for each wireless microphone used
per performance.....\$ 10.00 *

* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for sound technician services and microphone usage fees.

LIGHTING TECHNICIAN SERVICES:

(Either Profit or Non-Profit Organizations)

Fee for each performance.....\$ 50.00 *

* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for lighting technician services.

CITY OF MIAMI SPRINGS



Recreation Department
1401 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5075
Agenda Item No.

City Council Meeting of:

OCT 24, 2011

TO: Honorable Mayor Garcia and Members of the City Council
VIA: James R. Borgmann, City Manager 
FROM: Omar Luna, Recreation Director
DATE: October 5, 2011
SUBJECT: Background Check Policies and Standards Progress Report

We have obtained as much information as possible in order to recommend the best Background Check/Finger Printing Standard for the safety of our children that participate in our community Youth Programs.

The youth league programs (Little League, Optimist Football and MS/VG Soccer Club) in our community do have Background Check Policies in place that provide background checks for their coaches, volunteers, etc. However, we have been conducting some research and we have noticed that there are some issues that require some changes.

I recommend that the City provides our Youth Sports Programs with the same policy that we follow with our Basketball League and other City Youth programs. I believe this will make things more uniformed across the board and it will provide stability to our process for Background Checks and Finger Printing. We currently use the Florida Department of Children and Families as our policy.

Youth Sports Organization: Please be advised that during the rest of this document "YSO" will be the acronym for Youth Sports Organization.

Cities Recommendations:

- All persons eighteen (18) years of age or older including, but not limited to, all coaches, umpires, managers, officials, members, employees, volunteers, or assistants ("Volunteer") associated in any manner with the operation of programs and/ or activities of any Youth Sports Organization utilizing City-owned properties or facilities shall participate in the Youth Sports Organization Volunteer Program Policy and maintain Volunteer Certification from the City in accordance with this policy.

- All volunteers shall be required to attend and complete the City of Miami Springs Volunteer Course, and shall comply with and satisfy all criminal background investigation requirements as set forth in this policy by the City of Miami Springs. (I have the Coaches Clinic Booklet).
- The City of Miami Springs Volunteer Course will cover topics such as codes of conduct, sportsmanship, safety rules, Thorgard and the purpose of involvement with respective programs. The Volunteer Course shall be offered on (dates to be determined) and all Volunteers desiring to participate in activities associated with their respective YSO upon City-owned facilities or properties in any manner shall attend and complete the Volunteer Course.
- Upon completion of the Volunteer Course, the City shall issue to the Volunteer an attendance certificate which shall remain valid for two (2) years from issuance date.
- All Volunteers are required to undergo criminal background investigations in accordance with the terms of the Florida Department of Children and Family. Background investigations shall be conducted on an annual basis and shall be completed prior to the start of seasonal play and/ or practice for the same. Fingerprinting is also mandatory by the state of Florida Department of Children and Family. The fingerprints have to be done every (5) years.
- Each YSO shall be responsible for conducting required annual background investigations for all associated Volunteers and shall submit the results of each investigation to the City in accordance with this policy/ordinance/resolution. Background investigations shall be conducted either by the City of Miami Springs Police Department or a professional organization accredited and/ or recognized for such work and approved in advance by the City. Additionally, some YSO's conduct background investigation procedures mandated by their affiliation in larger sports organizations. Upon receiving advance approval from the City, those YSO's may have their criminal background investigations processed by those larger organizations if the investigation includes a state and national criminal background investigation including a search of the Sexual Predator/Offender database maintained by the Florida Department of Law Enforcement ("FDLE"). The YSO's need to make sure that the organizations they use follow the policy that the City of Miami Springs puts in place by the Florida Department of Children and Family.

Background Investigations shall include the following:

- a. Statewide criminal and juvenile background investigation
 - b. Federal criminal investigation
 - c. Social security verification
 - d. Search of Sexual predator/ Offender database maintained by the FDLE
- Please find in Exhibit "A" our City Policy. The Florida Department of Children and Families background check policy.
 - A conviction of a criminal offense does not automatically preclude employment or volunteer service; however, a Volunteer shall be disqualified if a background

investigation (1) reveals a conviction for child abuse, abandonment or neglect, spousal abuse, crimes against children including child pornography, crimes involving violence, including rape, sexual assault, or homicide; or (2) reveals a conviction for physical assault, battery, or drug-related offense, if the felony was committed within the past five (5) years.

- Based upon the results of the individual background investigation, each YSO shall make a determination as to the eligibility of each proposed Volunteer. Discretion shall be exercised in a uniform manner so that similar conviction and circumstances result in similar treatment. The YSO shall notify all Volunteers of the YSO's determination within five (5) days of completion of the background investigations.

At least fifteen (15) days prior to start of season play and/or practices for the same, each YSO shall submit to the City the following terms:

- An affidavit listing all proposed Volunteer certifying that the YSO has complied with this policy, completed background investigation on all named Volunteers, and a statement that all named Volunteers are deemed eligible by the YSO to participate in the Youth Sports Organization Volunteer Program.
- A Volunteer Application for each Volunteer including the results of the background investigation and a copy of the attendance certificate verifying completion of the Volunteer Course.

The City shall issue all eligible Volunteers picture identification cards ("Volunteer Card") verifying Volunteer Certification subject to the following conditions:

- Volunteer Cards shall be valid for twelve (12) months from the date of issuance.
- Background investigations shall be conducted yearly.
- The City reserves the right to revoke individual Volunteer Certification based on investigation and review of conduct deemed inappropriate for Volunteers.
- Volunteer Cards shall be carried at all times while volunteering and Volunteers shall, upon request, present their Volunteer cards to any City or YSO official.
- Should any Volunteer be confirmed as eligible for participation and later be arrested or convicted of any crimes or violations as noted above, they shall notify their respective YSO's whom shall immediately remove said Volunteer until the case is adjudicated. Failure to notify respective YSO shall result in the automatic revocation of Volunteer Certification, regardless of the legal outcome.
- The City may at any time conduct random certification checks. If any time a team/activity is found to be without a certified Volunteer, said activity will immediately be terminated and may resume once a certified Volunteer assumes responsibility of the activity. In the event an activity is found to be without a certified Volunteer, the YSO will be notified in writing of the violation.
- If the YSO is found to be in violation of this policy in excess of three (3) times during one season; the City may, in its sole discretion, demand that the chief officer of the YSO be

replaced prior to renewal or execution of the forthcoming agreement. Additionally, the City may, in its sole discretion, require that any future contracts with said YSO be issued on a probationary status. If said YSO is involved in any violations during their probationary period, said YSO authorization for use of City facilities shall be terminated. If the YSO successfully completes a year of probation without any violations, said YSO may be returned to normal status for the next conducted period.

- Prior to the first game of the season the YSO shall provide the City with a copy of each team roster specifying the team name, uniform color, and the names, addresses and phone numbers of all team Volunteers. The YSO shall also provide copies of all Volunteer Cards. Each YSO shall maintain a current and accurate roster of all Volunteers and shall notify the City immediately upon any change in the roster or change in status of any Volunteer. Please note the identification of the participants under the age of 18 shall be in accordance with the YSO agreement.
- **YSO shall assume all legal responsibility for managing a system to ensure policy compliance with regard to required background investigations and Volunteer Certification, and accuracy of the rosters, lists, and any other required information on file with the City.**

Little League Baseball:

I contacted the Risk Manager from Little League and their standard is to reveal convictions to crimes involving children that are not listed on sex offender registries. Such crimes include providing alcohol/drugs to minors, physical abuse, and endangerment and neglect. They do a National check through LexisNexis, Inc., However, they only do the background check for any crimes for children under the 18 years of age. It is up to the local Youth Sports Organization to request a background check for all crimes, for example, assault, murder, fraud, embezzlement, DUI, theft, possession and sale of drugs.

Fingerprints are not being done and I did not get a list of their coaches, volunteers, umpires, etc. that passed the background check.

Optimist Football:

Optimist Football conducts background checks with Protect Youth Sports, Inc. Optimist Football does have a standard for their background checks, however, I believe that it is imperative that they use the standard from the Florida Department of Children and Family

These are just the basics of this process. We are hoping for this to evolve with more discussion and reports. I am hoping to have something ready for discussion for the City Council meeting on Monday, October 24, 2011.

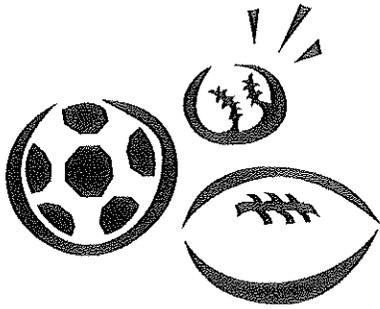
Fingerprints are not being done and I did not get a list of their coaches, volunteers, umpires, etc. that passed the background check.

MS/VG Soccer:

MS/VG Soccer background checks are conducted by Florida Youth Soccer Association for their travel teams at www.backgroundchecks.com. The recreational in-house league is done by Virginia Gardens Police Department. Both programs conduct a National Search.

Fingerprints are not being done and I did not get a list of their coaches, volunteers, umpires, etc. that passed the background check.

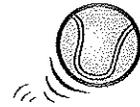
City of Miami Springs
Parks & Recreation Department



Coaches Clinic

Mission Statement: We as coaches are here to provide all kids, regardless of their abilities, with a chance to participate, learn, improve, and most of all to have fun.

Your Job Description



For each of the following duties of your job description, write how you plan to fulfill it.

Duty #1: Teach the skills and tactics of your sport to the best of your ability.

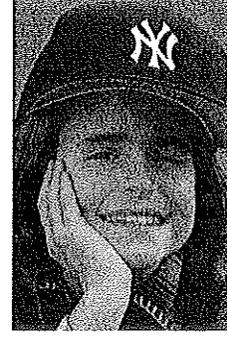
Duty #2: Help your players learn the rules and traditions of your sport.

Duty #3: Help your players develop good character and sportsmanship.

Duty #4: Ensure the safety of your players.

Duty #5: Help each player develop a positive sense of self-worth.

Duty #6: Make it fun.



The Best and Most Efficient Way to Have a Successful Practice

Game plan for practice:



1. **Stretching:** It is important to stretch at the beginning of every practice. It is a good idea to have a routine that builds good team camaraderie.
2. **Tactics and Skills:** As a coach it is important to understand and be prepared to explain a tactic or skill. It is important to arrange the athletes so they can see and hear clearly. Then name the skill and tell them why it is important. When demonstrating a drill it is important to perform it correctly. You should also demonstrate from different angles, and when appropriate, for left- and right-handed athletes.
3. **Game Situation:** It is important to always have game situations during your practice. Remember, this will keep the kids motivated, excited, and it makes practice fun. On the other hand, it allows the coaches to evaluate and help the kids to improve.

Benefits of the Games Approach to Teaching Sport:

1. Get kids playing immediately – attracts more kids to sport.
 2. Makes practice fun – keeps more kids in sports.
 3. Integrates the tactics and skills – kids learn and apply faster.
 4. Allows for better player evaluations – helps coaches evaluate and helps kids improve.
 5. Easily adaptable to more complex lessons – helps coaches help kids learn more advanced skills and tactics.
4. **Team Routine Everyday:** It is important to establish a team tradition. For example, at the end of practice a chant or a motivational word is inspiring.

The Best and Most Efficient Way to Have a Successful Game

Game plan for Games:



1. **Prepared:** It is important to be prepared as a coach. When a coach is prepared it shows good leadership skills. If you as a coach are a leader, your athletes will follow.
2. **Behavior:** As a coach it is imperative to be on your best behavior. It is important to show good sportsmanship and a positive attitude. For example, if a player makes a bad play in the game, let's encourage him in a positive way. Screaming and insults are not positive.
3. **Parents:** It is important to keep your parents involved. If you have the support of the parents it makes your job as a coach easier.
4. **Everyone plays and plays fair:** Remember that winning is not everything. Playing fair and square is the right thing to do.



Attributes of a Good Coach

Enthusiasm: As a coach, it is easier to motivate players by being enthusiastic. Remember that the coach can set the tone for the team.

Patience: Remember that you are working with young, impressionable and sensitive people. Improvements may not happen overnight and the players always need the support of their coaches.

Knowledge and Performance: Try setting a good example. If possible, demonstrate techniques where you can be seen by all of the players. Take time to practice in order to have the confidence to demonstrate- this will gain respect of the players.

Sense of Humor: Remember this is supposed to be fun and that children love to laugh. Try to avoid being a serious/stressed coach.

Reliability: As the coach, it is important to lead by example. Be on time and prepared for practice.

Flexibility: Always be ready to embrace new ideas, strategies, and approaches.

Good Communication Skills: Remember to give clear and concise instructions to the athletes.

General Ethics: Remember "Safety First"; don't ever place a player in a harmful position or in a position to hurt someone else.

Coaches Code of Ethics



- I will place the emotional and physical well being of my players ahead of a personal desire to win.
- I will do my best to provide a safe place for my players to play.
- I will promise to be knowledgeable in the basic first aid principles needed to treat injuries of my players.
- I will do my best to organize practices that are educational and fun for my players.
- I will lead by example by displaying fair play and sportsmanship to all my players.
- I will be knowledgeable in the rules of each sport that I coach, and teach these rules to my players.
- I will remember that I am a youth sports coach, and the game is for children, not adults.
- I will respect all officials and fellow coaches.

Parents Clinic



Mission Statement: Youth sports programs play an important role in promoting the social and emotional development of children. It is important for parents and officials to encourage youth athletes to embrace the values of good sportsmanship. Moreover, it is imperative for adults to lead by example and demonstrate fairness, respect, and self-control.

Role of Parents:

1. **Leadership:** It is important for parents to lead by example.

- a. Children will always look up to their parents, no matter what.
- b. Always show your children good sportsmanship; this will lead them to do the same.

2. **Encouragement:** Always praise your children, regardless of their athletic skills and performance.

- a. Tell them how special they are no matter what happens in their athletic endeavors.
- b. We should encourage teamwork on and off the field.
- c. Get involved and show interest in your child's sport activities.



3. **Positive Feedback:** Positive feedback is an important component for parents to use, if we use it appropriately.

- a. It is important to always make a "big deal" out of positives with your

kids, both on and off the field.

b. Always recognize even their smallest progress in sports.



c. Remain calm when your child or another child makes a mistake on the field. This will help them learn from their mistakes. It is important to talk to them and give them positive reinforcement.

d. Remember that the primary purpose of sports is for the kids to have fun. Remind yourself to laugh and have fun with your children and to always have a positive remark, no matter what the outcome.

e. Stop and listen to your children; don't always bark out instructions.

f. Always maintain a FUN FIRST philosophy.

4. Negative Feedback: Negative feedback can be a total disappointment for the kids.

a. As parents or coaches we need to always treat children with respect. We should avoid put-downs, sarcasm, and ridicule. These things will destroy the morale of a child.



b. Non-verbal cues are also negative feedback.

c. Do we compare our children to other players on the team or older siblings? Well sometimes we do, and this can cause negative feedback.

Parents Code of Ethics

I will not engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.

I will not encourage my child, or any other person, to engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.

I will not use drugs or alcohol while at a youth sports event and will not attend or participate in a youth sports event while under the influence of drugs or alcohol.

I will not engage in the use of profanity.

I will not encourage my child to use profanity.

I will treat any coach, parent, player, participant, official or any other attendee with respect regardless of race, creed, color, national origin, sex, sexual orientation or ability.

I will not engage in verbal or physical threats or abuse aimed at any coach, parent, player, participant, official or any other attendee.

I will not initiate a fight or scuffle with any coach, parent, player, participant or any other attendee.

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Coaches Code of Ethics

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I will do my best to provide a safe place for my players to play.

I will promise to be knowledgeable in the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are educational and fun for my players.

I will lead by example by displaying fair play and sportsmanship to all my players.

I will be knowledgeable in the rules of each sport that I coach, and teach these rules to my players.

I will remember that I am a youth sports coach, and the game is for children, not adults.

I will respect all officials and fellow coaches.

Print Name: _____

Signature: _____ **Date:** _____

Youth Sports Organization: _____



AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says:

(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

- Section 393.135 sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 782.04 murder
- Section 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
- Section 782.071 vehicular homicide
- Section 782.09 killing an unborn quick child by injury to the mother
- Chapter 784 assault, battery, and culpable negligence, if the offense was a felony
- Section 784.011 assault, if the victim of offense was a minor
- Section 784.03 battery, if the victim of offense was a minor
- Section 787.01 kidnapping
- Section 787.02 false imprisonment
- Section 787.025 luring or enticing a child
- Section 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 sexual battery
- Former Section 794.041 prohibited acts of persons in familial or custodial authority
- Section 794.05 unlawful sexual activity with certain minors
- Chapter 796 prostitution
- Section 798.02 lewd and lascivious behavior
- Chapter 800 lewdness and indecent exposure
- Section 806.01 arson
- Section 810.02 burglary
- Section 810.14 voyeurism, if the offense is a felony
- Section 810.145 video voyeurism, if the offense is a felony
- Chapter 812 theft and/or robbery and related crimes, if a felony offense
- Section 817.563 fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 incest
- Section 827.03 child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 contributing to the delinquency or dependency of a child
- Former Section 827.05 negligent treatment of children
- Section 827.071 sexual performance by a child
- Section 843.01 resisting arrest with violence

CONTINUED ON NEXT PAGE

Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR MENTAL HEALTH POSITIONS

In addition to the Chapter 435, F.S., listed offenses, the following offenses are also applicable for "Mental Health Personnel" screened pursuant to section 394.4572, F.S., defined as program directors, professional clinicians, staff members, or volunteers working in a public or private mental health program or facility who have direct contact with individuals held for examination or admitted for mental health treatment. **The additional offenses apply only to "Mental Health Personnel" as determined pursuant to Section 408.809, F.S. as listed below:**

	<u>Relating to:</u>
Chapter 408	felony offenses contained in Chapter 408
Section 408.8065(3)	offers service or skilled service without valid license when licensure is required, or knowingly files a false or misleading license or license renewal application, or submits false or misleading information related to application
Section 409.920	Medicaid provider fraud
Section 409.9201	Medicaid fraud
Section 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section 817.234	false and fraudulent insurance claims
Section 817.505	patient brokering
Section 817.568	criminal use of personal identification information
Section 817.60	obtaining a credit card through fraudulent means
Section 817.61	fraudulent use of credit cards, if the offense was a felony
Section 831.01	forgery
Section 831.02	uttering forged instruments
Section 831.07	forging bank bills, checks, drafts or promissory notes
Section 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section 831.30	fraud in obtaining medicinal drugs
Section 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony.

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21; a career offender pursuant to s. 775.261; or a sexual offender pursuant to s. 943.0435, unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354.

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

CONTINUED ON NEXT PAGE

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses.** I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification

Type of identification produced: _____



**CITY OF MIAMI SPRINGS, FLORIDA
MEMORANDUM**

TO: James R. Borgmann, City Manager

FROM: Suzanne Hitaffer, Clerk of the Education Advisory Board

VIA: Magali Valls, City Clerk

DATE: October 12, 2011

SUBJECT: Board Recommendations

Based on their actions taken at their meeting of September 20, 2011, the Education Advisory Board members would like to bring the following recommendations to the attention of the City Council:

- *“Board member Zapata made a motion that the Board prepare and submit a letter to the City Council expressing ideas to move forward to committing to partner with the School System. Vice Chair Salomon seconded the motion which was carried unanimously on voice vote.”*
- *“Board member Manning made a motion that City Council recognize Mindy McNichols for her ten years of effort with the Education Advisory Board. Vice Chair Salomon seconded the motion which was carried unanimously on voice vote.”*

Attachment: Excerpts

O:\3\Education\Memo to City Manager from the EAB - 10-12-2011.doc

Excerpts: Education Advisory Board Meeting of 09-20-2011

8. Other

Board member Manning discussed the STEM program and asked if the board should send a letter of recommendation to Council.

Chair Gordon stated that the community supports the idea and the next step should be for Council to also agree to send a letter to the District so they are aware of it.

Board member Zapata advised the Board that those sites are District selected based on the lists of criteria, so therefore Miami Springs may not meet the criteria.

Chair Gordon commented that there may not be enough funding available to have the STEM program. He recommended a better way of going about it is by saying they would like a National Foundation Academy in Science, Technology, Engineering, and Mathematics at the high school to get closer to the actual STEM program.

Ms. Mendez- Cartaya explained that as communities are becoming more demanding in regard to the types of programming that they want to see in their schools and in a time of limited resources for the school district, the two parties basically have been negotiating those kinds of potential program enhancements that the municipalities would compensate for. Part of the discussion has also been that the cities may have bonding capacities that the school district does not.

Discussion ensued regarding whether or not Miami Springs would be able to maintain a magnet program.

Board member Zapata made a motion that the Board prepare and submit a letter to the City Council expressing ideas to move forward to committing to partner with the School System. Vice Chair Salomon seconded the motion which was carried unanimously on voice vote.

Board member Manning commended Mindy McNichols for her time spent on the Education Advisory Board. She recommended that Council recognize her for her ten years of service to the Board.

Board member Manning made a motion that City Council recognize Mindy McNichols for her ten years of effort with the Education Advisory Board. Vice Chair Salomon seconded the motion which was carried unanimously on voice vote.

RESOLUTION NO. 2011-3528

City Council Meeting of:
10-24-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE FIFTH AMENDMENT TO THE FY2010-2011 GENERAL FUND AND SPECIAL REVENUE AND CAPITAL PROJECTS FUND BUDGETS; BY INCREASING GENERAL FUND REVENUES FROM UNDESIGNATED RESERVES TO COVER AUTHORIZED AND APPROVED GENERAL FUND EXPENDITURES; BY INCREASING THE ROAD AND TRANSPORTATION FUND OF THE SPECIAL REVENUE AND CAPITAL PROJECTS BUDGET TO ACCOUNT FOR ADDITIONAL C.I.T.T. FUNDED SIDEWALK AND ROAD REPAIRS; PROVIDING INTENT; SPECIFYING COMPLIANCE WITH ACCEPTED BUDGETARY PROCESSES AND PROCEDURES; EFFECTIVE DATE.

WHEREAS, the City Charter prohibits any City Department from incurring expenditures in excess of the Department's approved budget; and,

WHEREAS, the City Council has authorized the expenditure of \$220,159 for additional sidewalk and road repairs, City 85th Birthday Celebration, playground equipment for Stafford Park, racquetball court roof repairs, professional fees to Atkins North America for DERM certification of the golf course, strategic planning consultant fees, and for the purchase and installation of ADA approved doors at the Community Center; and,

WHEREAS, the General Fund revenues budget must receive sufficient funding from previously undesignated city reserve funds to cover the aforesaid General Fund expenditures in the amount of \$120,159; and,

WHEREAS, an increase of \$100,000 in the Road and Transportation Fund of the Special Revenue and Capital Projects Budget is required to account for the corresponding additional sidewalk and road repair costs paid for by C.I.T.T. funding; and,

WHEREAS, it is the intent and purpose of the City Council to authorize and approve the foregoing budgetary actions and adjustments in order to comply with generally accepted budgetary processes and procedures:

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

Section 1: That the City Council of the City of Miami Springs hereby approves and authorizes the budgetary amendments and appropriations to the various revenues and expenditures of the budgets and funds set forth in Exhibit "A" attached hereto.

Section 2: That the City Council approvals and authorizations evidenced herein are intended to provide the City with the means to accomplish the purposes and projects identified in the recitals of this Resolution and the exhibit attached hereto.

Section 3: That the City Council of the City of Miami Springs has authorized and approved the foregoing budgetary amendments, increases, and appropriations in order to comply with generally accepted budgetary processes and procedures.

Section 4: That the provisions of this Resolution 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 24th day of October, 2011.

The motion to adopt the foregoing resolution was offered
by _____,
seconded by _____, and on
roll call the following vote ensued:

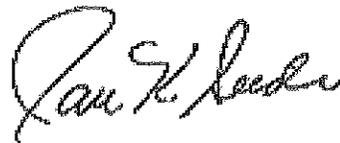
Vice Mayor Espino	" "
Councilman Best	" "
Councilman Lob	" "
Councilwoman Ator	" "
Mayor Garcia	" "

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:



Jan K. Seiden, City Attorney

City of Miami Springs
FY 2010-2011 Budget Amendment
All Operating Funds

Fund/Classification	Amended Budget	Amendment No. 5	Ref	Amended Budget
General Fund				
Revenues				
Taxes	\$5,548,449			\$5,548,449
Excise Taxes	2,735,000			2,735,000
Licenses & Permits	513,900			513,900
Intergovernmental Fees	1,658,328			1,658,328
Charges for Services	1,620,264	-		1,620,264
Fines & Forfeitures	176,000			176,000
Miscellaneous	338,982	-		338,982
Interfund Transfers-In	746,563			746,563
Fund Balance	1,761,037	\$120,159		1,881,196
Total General Fund	\$15,098,523			\$15,218,682
Expenditures				
General Government	2,979,788	\$9,900	6	\$2,989,688
Public Safety	5,908,754	0		5,908,754
Public Works	2,029,493	12,000	5	2,041,493
Recreation & Culture	3,545,544	98,259	2,3,4,7	3,643,803
Transfers to other funds	634,944	0		634,944
Total General Fund	15,098,523	120,159		15,218,682
Sanitation Operations	2,305,700			2,305,700
Stormwater Operations	479,466	0		479,466
Total Enterprise Funds	2,785,166	\$0		\$2,785,166
Special Revenue & Capital Projects				
Road & Transportation	899,306	\$100,000	1	\$999,306
Senior Center Operations	479,582			479,582
Capital Projects	1,890,747	0		1,890,747
Law Enforcement Trust	140,985	0		140,985
Total Special Revenue & Capital Projects Funds	3,410,620	\$100,000		\$3,510,620
G.O. Bonds - Series 1997	709,576			\$709,576
Total Debt Service	709,576	\$0		\$709,576
GRAND TOTAL ALL FUNDS	\$22,003,885	\$220,159		\$22,224,044

Legend:

- 1) To cover underbudgeting of CITT expenditures for FY2010-11, mainly for sidewalk and road repairs
- 2) \$15,000 approved by Council for the 85th birthday celebration
- 3) \$72,966 approved by Council on 8/8/11 for Stafford Playground Equipment
- 4) \$6450 to repair the roof of the racquetball courts
- 5) \$12,000 for Atkins North America related to DERM work at the golf course
- 6) \$9900 for strategic planning consultant
- 7) \$3200 for ADA approved doors at the community center.

RESOLUTION NO. 2011-3529

City Council Meeting of: 

10-24-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE FIRST AMENDMENT TO THE FY2011-2012 GENERAL FUND AND SPECIAL REVENUE AND CAPITAL PROJECTS FUND BUDGETS; BY RE-APPROPRIATING RESERVED FUND BALANCES TO FUND OPEN ENCUMBRANCES THROUGH SEPTEMBER 30, 2011; EFFECTIVE DATE.

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

WHEREAS, the City Finance Department has prepared an analysis which identifies \$536,064.52 in valid outstanding encumbrances/purchase orders as of September 30, 2011; and,

WHEREAS, these outstanding encumbrances/purchase orders represent financial obligations of the City as of the close of the fiscal year ending September 30, 2011; and,

WHEREAS, the City Council has determined that it is proper and appropriate to approve and authorize, by Resolution, the re-appropriation of reserved equity accounts to fund open encumbrances from the City's prior fiscal year:

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

Section 1: That the amended budgetary appropriations in the General Fund and Special Revenue and Capital Projects Fund, specified on Exhibit "A" attached hereto, are hereby authorized and approved in order to provide for the re-appropriation of reserved fund balances for open purchase order obligations through September 30, 2011 in the amount of \$536,064.52.

Section 2: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

(THIS SPACE INTENTIONALLY LEFT BLANK)

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 24th day of October, 2011.

The motion to adopt the foregoing resolution was offered by

_____,
seconded by _____, and

on roll call the following vote ensued:

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

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:



Jan K. Seiden, City Attorney

City of Miami Springs
FY 2011-2012 Budget Amendment
All Operating Funds

Fund/Classification	Amended Budget	Amendment No. 1	Ref	Amended Budget
General Fund				
Revenues				
Taxes	\$5,796,261			\$5,796,261
Excise Taxes	2,655,000			2,655,000
Licenses & Permits	607,300			607,300
Intergovernmental Fees	1,805,258			1,805,258
Charges for Services	1,653,454			1,653,454
Fines & Forfeitures	308,000			308,000
Miscellaneous	332,175			332,175
Interfund Transfers-In	984,525			984,525
Fund Balance	-	\$287,407	1	287,407
Total General Fund	\$14,141,973			\$14,429,380
Expenditures				
General Government	2,520,371	\$76,965	1	\$2,597,336
Public Safety	6,018,861	1,382	1	6,020,243
Public Works	1,933,335	107,830	1	2,041,165
Recreation & Culture	3,188,381	101,230	1	3,289,611
Non-Departmental	0			0
Transfers to other funds	481,025			481,025
Total General Fund	14,141,973	287,407		14,429,380
Sanitation Operations	2,249,126			2,249,126
Stormwater Operations	451,571			451,571
Total Enterprise Funds	2,700,697			\$2,700,697
Special Revenue & Capital Projects				
Road & Transportation	740,579	\$47,183	1	\$787,762
Senior Center Operations	355,872	3,171	1	359,043
Capital Projects	0	193,528	1	193,528
Law Enforcement Trust	137,577	4,776	1	142,353
Total Special Revenue & Capital Projects Funds	1,234,028	\$248,658		\$1,482,686
G.O. Bonds - Series 1997	569,478			\$569,478
Total Debt Service	569,478			\$569,478
GRAND TOTAL ALL FUNDS	\$18,646,176	\$536,064.52		\$19,182,241

Legend:

1) Encumbrances rolled forward from prior fiscal year.

OCT 24, 2011



DATE: October 20, 2011

TO: Honorable Mayor Zavier M. Garcia and Members of the City Council
City Administrative Staff

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

RE: Notification and Discussion Regarding City Use of Social Networking (Facebook and Twitter)

The City Administrative Staff recently met to discuss the City's proposed use of the various "social networking" methods, and, within the following restrictions, decided to immediately begin using Twitter. The use of Facebook will begin as soon as some technical issues are resolved. These methods will be used for notification of not-for-profit events and activities within the City limits.

It is, however, clear that at this time the use of any form of "social networking" continues to be restricted by the provisions of Florida Statute Chapters 286 (Sunshine Law) and 119 (Public Records Law). The City policy prohibiting City Council debate or discussion by the elected officials by the use of any "social networking" method remains unchanged.

As a result of the aforesaid meeting, it was determined that the City's use of the "social networking" methods would be initially limited to Twitter. In regard to this use, it was decided that:

- Nature of Use Send Notices and other informational messages to citizens of Miami Springs
- Disclaimer On the City webpage and on each Tweet sent there will be a "notice" that "no responses encouraged or published"
- Responses Received If there are responses received, despite the City's disclaimer notice, they will be automatically sent to a third party system ("Google") for future retrieval, if necessary.
- Followers Listing It will be the policy and practice of the City to automatically record/print a listing of all City "followers" at the end of each business day for future retrieval, if necessary.

October 11, 2011

Page 2

Despite the hope that internal changes to the administrative software of Facebook would permit the same type of use by the City as Twitter, no current changes allow for "one way communication" or the ability to in any way limit the "receipt of continuous responses" that would be received by the City. Without the foregoing controls, the City would need to materially expand its networking capacity to receive and retain the responses sent to the City, and attempt to create and maintain a method of retrieval that would comply with the requirements of the public records law.

Notwithstanding the foregoing, it is understood that the "social networking" methods are changing all the time and that the City will keep abreast of any new developments in order to keep the City's policy on "social networking" up to date.

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CITY OF MIAMI SPRINGS

City Manager's Office
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5010
Fax: (305) 805-5040



Ronald K. Gorland
Assistant City Manager

TO: Honorable Mayor Garcia and Members of the City Council

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

FROM: Ronald K. Gorland, Assistant City Manager and Building & Code Dir. *RKG*
Tex Ziadie, Building & Code Supervisor

SUBJECT: Recommended Code revisions

DATE: October 19, 2011

Attached are two Code revision items for consideration at the October 24, 2011 City Council meeting. They are:

- 1-Street Number Display requirements
- 2-Westward Drive Median parking regulation.

Both items have background information and issues to consider in you discussion.

Agenda Item No.
City Council Meeting of:
OCT 24, 2011



Code Review
October 2011
SUMMARY

1-Street Number Display

The Code:

Sec. 96-05 Street Number Display.

All structures to which a street number has been assigned by the City shall display such number prominently on the front of the structure nearest to the street to which the number applies, or in the front yard, or upon mailboxes visible from the street.

Street Number Display

The Issues:

The Code needs to be more specific and state a minimum size for the number (so many inches tall) and that the numbers need to be of contrasting colors from the surface they are mounted on to make them **CLEARLY AND EASILY** visible (or readable) from the street. Also there should be some notation about not allowing trees, shrubs, etc. to obscure the visibility from the street. There are some types of signs that are popular now (brass, bronze, etc.) which after a short time fade or blend the colors of the numbers with the surface they are embossed on so that they are hardly readable until you walk up to the house. This can be a life safety issues as the Fire Department and the Police Department need this information clearly and easily readable if they are looking for a house on an emergency call.

(Sample)

Miami-Dade County Code

Sec. 33-149. Duty of owners of buildings.

- (a) It shall be the duty of the owner of any building facing, abutting, opening or having its main entrance from any right-of-way in the County to have affixed to such building suitable numbers composed of figures not less than three (3) inches in height, and/or panel upon glass or some metallic substance, in accordance with the plats referred to in Section 33-148(a) hereof.
 - (b) All buildings constructed, erected or removed after January 31, 1941 shall upon completion of their construction, erection or removal be numbered by the owner thereof as per Section 33-148 hereof.
 - (c) It shall be the duty of the owner to maintain numbers of his buildings as herein provided in good condition and in a conspicuous place where same can be seen and read from the street.
 - (d) The word "owner" as used in this article shall include owners of the fee, lessee and "agent in charge."
- (Ord. No. 57-19, § 32(L), 10-22-57)

2- Westward Drive Parking

The Code:

Code 70-10. - Parking restricted in certain areas.

shall be lawful to park motor vehicle on Curtiss Parkway and Morningside Drive in the center parkway of the public right-of-way of the City, provided that such vehicles are parked parallel with the pavement, and as close to the edge of the pavement as is reasonably practicable, but not to exceed a distance of ten feet from the edge of the pavement to the farther side of the vehicle. Any other use of any part of such parkways or the use of the parkways in any other manner, and any such use as is hereby allowed on Curtiss Parkway and Morningside Drive on the parkways of any other street in the City is hereby prohibited.

(Code 1962, § 22-2; Ord. 222, passed 1-13-58)

The Issues:

1-The Code does not state specifically that parking is prohibited in the median on Westward Drive. It needs to be more specific and say that parking is prohibited in the median of Westward Drive (even though it is certainly implied).

2-How does Code Compliance enforce this Code, when they are not empowered to write tickets on vehicles? They can only write tickets on properties and rarely on individuals.

3-The Police Department has stated that if they are to enforce this that they need to have the Median posted with signs. To be effective there would probably have to be a sign at the beginning and end of each section of the median, with directional arrows pointing to each other and stating no parking.

More signage on Westward Drive is not aesthetically desirable.

October 11, 2011

City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Dear Sirs:

Pursuant to the provisions of Code of Ordinances, Section 150.113 (B) (1) (b) (ii), I am appealing the ruling of variance case No. 19-V-11, heard by the Board of Adjustment on October 3, 2011 and pertaining to a variance request from Section 150-013 (A) (4).

It is my understanding that this appeal will be heard by the City Council, sitting as the Board of Appeals and that I will be notified of the date and time of the meeting.

Sincerely,


Pedro Gonzalez, Applicant
1259 Bluebird Avenue
Miami Springs, FL 33166

mv

cc: City Council
City Manager
Assistant City Manager
City Attorney ✓
City Planner
City Clerk

O:\3\Board of Appeals\Appeal Letter- Case # 19-V-11.doc

CITY OF MIAMI SPRINGS
*** CUSTOMER RECEIPT ***
Oper: MIASRP Type: ML Drawer: 1
Date: 10/12/11 48 Receipt no: 178

Description	Quantity	Amount
55	EVP-OTHER	
	1.00	\$100.00

APPLICATION FOR VARIANCE HEARD
RE 1259 BLUEBIRD AVENUE

Tender detail		
CR CREDIT CA.	5042	\$100.00
Total tendered		\$100.00
Total payment		\$100.00

Trans date: 10/12/11 Time: 12:20:57



City Manager Department
201 Westward Drive
Miami Springs FL 33166
305-805-5010

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Jim Borgmann, City Manager

FROM: Ron Gorland, Assistant City Manager

DATE: October 20, 2011

SUBJECT: Consideration to Scheduling a Workshop Meeting to Discuss Code Revisions
(ex. commercial vehicles, canopies & sheds, reverse frontage, etc.)

There are numerous City codes that require significant updating. Discussing these complex codes during regular Council meetings is proving difficult in view of the normal meeting workload. As a result, we are far behind in our code updating schedule. Workshop discussions may provide a faster means of addressing the recommended revisions.

Agenda Item No.

City Council Meeting of:

OCT 24, 2011

OCT. 24, 2011



City of Miami Springs Interoffice Memo

DATE: October 19, 2011
TO: Mayor Xavier Garcia and Members of the City Council
FROM: James R. Borgmann, City Manager *JRB*
RE: City Manager Annual Vote of Confidence

Section 4.02 of the City Charter requires that an annual vote of confidence be taken for the city manager on the first regular meeting in October of each year. As I was on vacation for that meeting, this item has been placed on the October 24, 2011 agenda.

MIAMI SPRINGS CODE OF ORDINANCES

CHARTER SECTION

Sec. 4.02. - Removal; vote of confidence.

(2)

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

