



OFFICE OF THE CITY CLERK
MEMORANDUM

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Magali Valls, City Clerk
DATE: March 15, 2012
SUBJECT: PENDING BOARD APPOINTMENTS

M. Valls

The following appointments are pending:

APPOINTING COUNCILMEMBER	CURRENT MEMBER	TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Architectural Review Board</u>				
Mayor Xavier M. Garcia	Kathy Fleischman*	10-31-2012	VACANT	VACANT
Councilman Best – Group I	Bob Calvert*	10-31-2012	VACANT	VACANT
Councilman Lob– Group III	Juan A. Calvo*	10-31-2012	VACANT	VACANT
<u>Code Enforcement Board</u>				
Mayor Xavier M. Garcia	Raúl Sáenz	11-30-2011	11-14-2005	12-08-2008
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 Xavier M. Garcia	Connie Kostyra*	04-30-2012	VACANT	VACANT
<u>Disability Advisory Board</u>				
Mayor Xavier M. 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

Historic Preservation Board

Councilman Best – Group I	Charles M. Hill	02-28-2012	03-08-2004	02-09-2009
Vice Mayor Espino – Group II	Yvonne Shonberger	02-28-2014	06-13-2005	02-11-2008
Councilman Lob – Group III	Michael Windrem	02-28-2012	06-13-2005	11-23-2009
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
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Revitalization and Redevelopment Ad-Hoc Committee

Mayor Garcia	Wade Smith	Appointed:	12-13-2010
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* Kathy Fleischman resigned on April 19, 2011.
Bob Calvert resigned on January 31, 2012.
Juan A. Calvo resigned on January 31, 2012.
Connie Kostyra resigned on April 28, 2011.
Charlene Anderson resigned on June 6, 2011.
Peter Newman resigned on August 1, 2009.
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/Finance Director
City Attorney
Affected Board Members

City of Miami Springs

Strategic Plan

2012-2017

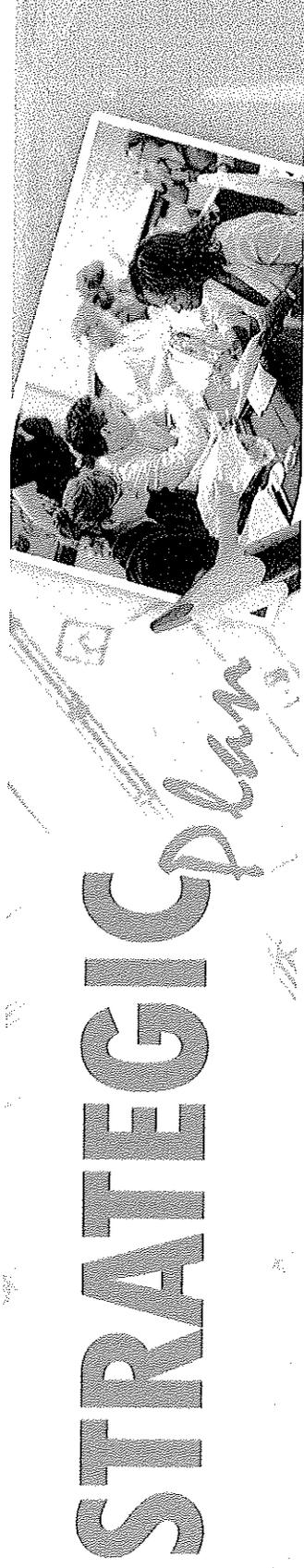
STRATEGIC



Plan

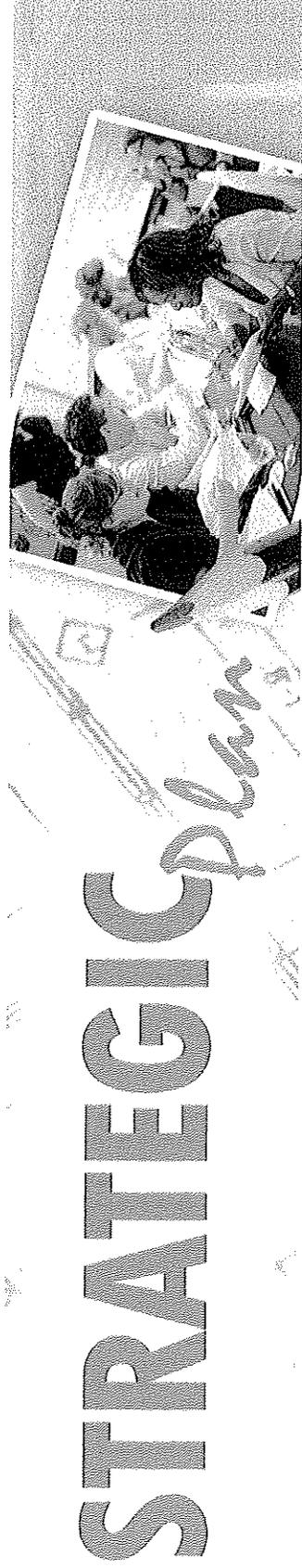
Recap of Strategic Plan Development Process

- Four community forums for residents
- Two community forums for business owners
- One community forum for seniors
- Individual interviews with the Mayor and each Council Member
- Three work sessions with senior staff
- Placement of the “Draft” Strategic Plan on the City’s website for public input



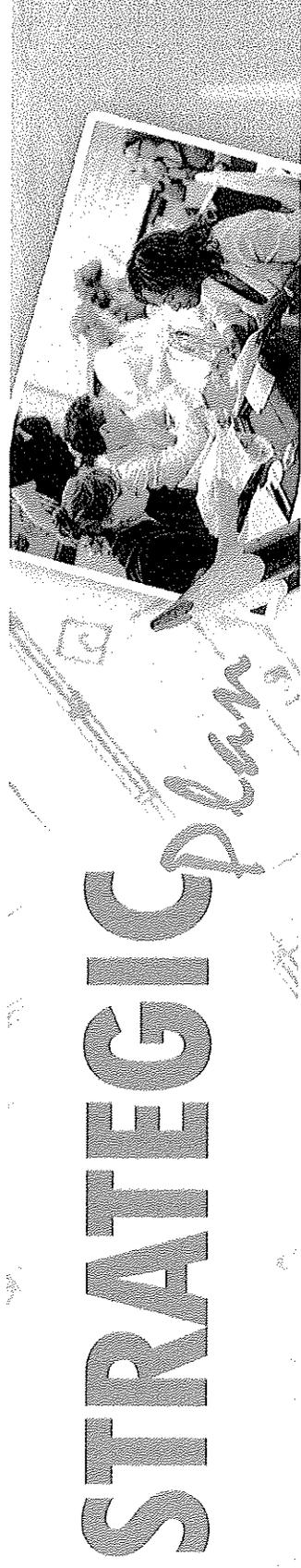
Strategic Plan Implementation Guidelines

- Conduct a workshop to articulate a mutual understanding of the core values
- Develop detailed business plans in selected service areas
- Establish “baseline” data for selected objectives
- Select and launch high priority strategies



Implementation Guidelines Continued...

- Develop interim milestones where appropriate
- Develop progress reporting schedules
- Link strategic plan success to personnel performance evaluations



City of Miami Springs



Strategic Plan

2012-2017

Prepared By: Bill Busutil

January 2012

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Preamble

Through the participation of our residents and business owners, the City of Miami Springs has completed and we, the City Council, hereby adopt this 2012-2017 Strategic Plan as a blueprint for continued progress toward the realization of our vision. In addition, we pledge that any ordinances or resolutions passed by this Council will be consistent with the concepts, goals and priorities represented in this Strategic Plan.

Mission Statement

Our mission is to protect the health, welfare and safety of our residents, property owners, business owners and visitors, by delivering quality services at a reasonable cost, in a personalized manner.

Our Vision for Miami Springs

In five years...

- Our beautiful residential ambiance will be even more striking than it is today
- Our tax base will be strengthened and diversified, while our taxes are further reduced through targeted commercial development and annexation
- Both the quality and level of municipal services we provide will be enhanced in a fiscally responsible manner
- Miami Springs will be viewed both as the preferred community in which to live and raise a family...and as a choice destination for businesses and visitors

Our mission is a clear, concise statement of the overall purpose of Miami Springs' City Government. It also describes what the City must aspire to achieve every day.

Our five year vision briefly describes "where" we want our community to be five years from now.

Taken together, the five year vision and mission serve as the primary steering mechanism for growth and development, and form the framework for prioritizing the delivery of municipal services for the next five years.

Core Values

The City Government's core values represent our most basic beliefs. They define what we stand for, and serve as the foundation for the design of our Strategic Plan.

- Every resident, property owner and business owner is valued equally
- Diversity and tolerance are valued and encouraged
- Innovation is encouraged
- Courage to take on important projects, even when confronted with risk or pessimism
- Regional approaches to large scale problems and opportunities, mindful of the well being of our neighbors outside of Miami Springs
- An uncompromising commitment to high quality public services
- Principled leadership
- Honest, responsive governance
- Transparent, responsible financial management
- Excellent, ethical City management

Strategic Plan Structure

This strategic plan contains five strategic areas: Public Safety, Economic Development, Municipal Service Delivery, Financial Management and Communication.

The City of Miami Springs must achieve outstanding results in each strategic area in order to realize our vision and achieve our mission.

Each strategic area contains one or more goals. Each goal is supported by one or more measurable objectives, strategies or initiatives, and key performance indicators.

The measurable objectives describe specific achievements designed to ensure the successful accomplishment of their related goals.

Each goal is also supported by a set of strategies and/or initiatives, which describe “how” the goals will be achieved.

The final component of each strategic area is a set of key performance indicators that will be tracked on an ongoing basis to monitor progress toward the achievement of the goals, as well as their related objective(s).

Public Safety

Ensuring our residents' public safety is our most important municipal service. Miami Springs has enjoyed a long standing tradition of exceptionally low crime rates and safe streets. This strategic area focuses on enhancing the proactive capabilities of the Police Department to further reduce crime and improve traffic safety.

Goal

Enhance public safety and security

Objectives

- Reduce traffic accidents by 15%, by October 2015
- Reduce property crimes by 10%, by October 2015
- Increase communication and positive interaction between Police and residents
- Expand Police Personnel development and education programs

Strategies/Initiatives

- Install and implement red light cameras
- Install City-wide video surveillance system
- Deploy pro-active crime prevention/detection system
- Expand public education via various media and outreach programs
- Improve Police/resident communication through social media, cellular applications and information systems
- Increase the use of cutting-edge technology to improve the efficiency of crime prevention, detection and investigation
- Enhance educational and professional development incentives for Police personnel

Key Performance Indicators

- Number (#) of traffic accidents
- Number (#) of police reports filed involving crimes
- Satisfaction survey responses
- Number (#) of college degrees obtained and completions of in-service training achieved by staff

Economic Development

Economic development is a critical priority for the City of Miami Springs during the next five years. Prudent commercial development, along with targeted annexation will enable us to increase revenue while simultaneously lowering the tax burden on our residents.

Goal

Strengthen and diversify the tax base

Objective

Increase the current 20% ratio of commercial tax revenue to total tax revenue, to 25% by October 2016

Strategies/Initiatives

- Establish development guidelines that encourage business investment along N.W. 36th street and the downtown business district
- Expand marketing efforts to attract new businesses to the City
- Work closely with the Beacon Council, Miami International Airport and the Port of Miami to facilitate business investment in the City
- Re-establish communication with the County to pursue annexation
- Work with Virginia Gardens to explore the feasibility of a targeted commercial redevelopment initiative at the intersection of N.W. 36th street and Curtiss Parkway. This initiative would include the entry way to both Cities
- Encourage additional development of public access from the north side of commercial buildings along N.W. 36th street
- To encourage business investment in the City, develop financial and logistical incentives, which may include:
 - Reduced permit fees as appropriate, on a case by case basis
 - Expedited plan review and permit processing, and
 - Other financial incentives
- Improve teamwork between the City, civic organizations, business owners and commercial property owners

- Provide an economic development plan for the City that supports this strategic plan
- Explore the feasibility of implementing other creative measures that would foster commercial development, which may include:
 - Making use of air rights and transfer of development rights
 - Expanding permissible color selections for commercial buildings

Key Performance Indicators

- Commercial tax base as it appears on the annual tax roll
- Number (#) of business licenses

Municipal Service Delivery (Public Works, Recreation, Golf and Senior Services)

Miami Springs' residents have enjoyed outstanding municipal services throughout the years. Our community's exceptional residential ambiance and recreation programs are directly attributable to the quality of those services. We are committed to maintaining and/or enhancing both the quality and level(s) of municipal services provided to our residents during the next five years.

Goal #1

Maintain the high standards of municipal services that support the ambiance of our neighborhoods

Objectives

- Continue to receive the annual Tree City U.S.A. and Growth awards
- Increase community awareness of municipal services through all public media (see the "Communication" strategic area for more details)

Strategies/Initiatives

- Obtain public input to determine general maintenance priorities of City-owned property, including: sidewalks, buildings, street lights, fields, landscapes, alleys, etc.
- Implement appropriate changes to maintenance priorities

Key Performance Indicators

- Annual Tree City U.S.A. and Growth awards
- Results of an annual resident satisfaction survey

Municipal Service Delivery...Continued

Goal#2

Expand recreational and leisure services for residents of all ages and needs

Objectives

- Increase selected program offerings by 5%, by October 2013
- Increase participation by youth, adults and seniors in selected programs by 5%, by October 2013

Strategies/Initiatives

- Obtain public input to establish priorities for program offerings
- Implement appropriate changes to program offerings
- Revisit and explore the feasibility of redesigning the golf course in a way that would “free up” unused land on the property for other recreational purposes

Key Performance Indicators

- Number(#) and/or level(s) of program offerings
- Participation levels for youth, adults and seniors

Financial Management

As guardians of the Public Trust, we are fully committed to sustaining the City's financial well being, and making prudent, conservative financial decisions that are in the best long term interest of our community.

Goal

Guard the Public Trust with consistent, sound financial management practices

Objectives

- Obtain a clean audit opinion on the City's Comprehensive Annual Financial Report (CAFR) every year
- Receive the G.F.O.A. excellence award for financial presentation every year
- Receive the G.F.O.A. excellence award for budget presentation every year
- Maintain the City's required reserves of 25 percent of budgeted expenditures

Strategies/Initiatives

- Ensure the financial health and stability of the City
- Strictly adhere to all G.F.O.A. guidelines for financial and budget presentation
- Re-establish a line of credit for catastrophic emergencies
- Search for additional sources of grant funding
- Develop a capital Improvement Plan that supports this strategic plan

Key Performance Indicators

- Annual Audit Opinion
- Annual G.F.O.A. excellence awards for financial and budget presentation
- Ratio of reserves to budgeted expenditures

Communication

Effective communication with residents is the hallmark of participative local governance. We will continue to improve the methods by which we communicate with our residents, and provide them with every opportunity to share their ideas and opinions at Council meetings and other public forums.

Goal

Continue to improve communication with our residents

Objective

Achieve a minimum 90% customer satisfaction score on the City's ability to communicate effectively with its residents regarding upcoming, important City matters

Strategies/Initiatives

- Continue to improve all cost effective communication methods, including, but not limited to:
 - Channel 77
 - City Website
 - Twitter
 - Circle Bulletin Board
 - River Cities Gazette

- Conduct an annual resident satisfaction telephone survey with a random sample of residents and business owners

- Facilitate two community forums per year. These forums would be designed to provide progress updates to our residents and business owners on the goals and objectives of the strategic plan, and receive community input on how to achieve them

Key Performance Indicator

Results of an annual resident satisfaction survey on the level of customer satisfaction regarding the City's ability to communicate effectively with its residents

Acknowledgements

This strategic plan was developed in large part, on the basis of valuable input we received at several community forums facilitated with residents and business owners. We thank them for their active participation and excellent ideas.

There were some additional suggestions that emerged during the community forums and other work sessions. These suggestions would have significant policy implications for the City if implemented, but did not fit directly into any of the strategic areas in the plan. They are listed in the Appendix of this document.

We are committed to the successful implementation of our Strategic Plan. We embrace all of the plan's goals and objectives, and assume full responsibility for achieving them.

Appendix

Additional Suggestions Emerging from the Community Forums and other Work Sessions

- Implement four-year, staggered terms of office for the Mayor and Council Members
- Let citizens vote on important changes
- Give better direction to Boards appointed by Council
- Consult with other successful cities on important issues affecting the strategic plan
- Improve teamwork between CMI and the Historical Society



City of Miami Springs Interoffice Memo

DATE: December 15, 2011

TO: Mayor Xavier Garcia and Members of the City Council

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

RE: Recreation Master Plan

At our recent council meeting, it was mentioned that we do not have a master plan for our recreation facilities. The truth is we do. It was presented to Council over 5 years ago in April 2006. Attached is a copy for your records. This document was developed by the former staff at recreation, Ron Gorland, and me, along with input from residents and Council.

As you work your way through the document, you will come upon sections that are specific to each park or facility in the system. I put check marks by those items that we have either completed or are in the process of being completed. (One of the items you will see listed under Prince Field is the construction of new senior center, which answers the question about the large sum of money designated in the fund balance.)

What is not seen in this document is the funding source that became available through the county bond issue. Thanks to Rebeca Sosa, we were able to put a financing package together. Then, given the economy, were able to construct the community center for about 30% less than originally anticipated.

While they were here building the community center, I showed them the concept plan for a new aquatic center. At no cost, Link Construction Company provided us with a drawing for such a facility. I have attached a copy of that drawing for your records as well. The price tag for this facility was in the \$3 million range.

I have also attached a copy of a memo to Council recommending the hiring of an independent firm to conduct a "needs assessment" study of our recreation programs and facilities. The questionnaire was sent to every residence in the city. That study was completed in the fall of 2007 and the results served as a cornerstone for the construction of the new community center.



City of Miami Springs Interoffice Memo

DATE: ~~December 15, 2011~~ *FEB 5, 2007*

TO: Mayor Billy Bain and Members of the City Council

FROM: James R. Borgmann, City Manager

RE: Recreation Needs Assessment

During our discussions regarding the proposed recreation master plan, the subject of a needs assessment survey has been raised. Recently Coral Gables has procured the services of Dr. Ananda Mitra, Director of Research and Operations of Management Learning Laboratories (MLL) of Winston Salem, North Carolina.

Attached to this memo are excerpts from the Coral Gables proposal for these services. In speaking with their City Manager, David Brown, he indicated that this firm is top notch, with a list of very satisfied clients. Also attached is the response to the Gables RFP from MLL for these services. I was quite impressed with the thoroughness of the proposal and the methodology proposed.

The cost of the Coral Gables study is in the \$18,000 range. We do not have to select a sample as large as the Gables (although MLL recommended it), so our cost would probably be in the \$15,000 range. The cost of the study can be paid with the bond funds as part of the planning and design work.

Staff does not recommend that we conduct this type of study in house, as we need the study to be as unbiased as possible. By keeping the process independent, with all survey responses going straight to MLL in North Carolina, it will remove any issues with some in our community who would think we would skew the data to our purposes. I welcome a totally independent report that reflects the reality of the recreation needs of the community, not just opinions of our staff. This data would certainly be the bedrock for our future planning for recreation.

We have been allowed to "piggy-back" on the Coral Gables bid, so if Council is interested, we could get started right away. I will need your approval to commence such a study inasmuch as the amount will exceed my spending authority of \$10,000.



City of Miami Springs Interoffice Memo

DATE: April 22, 2006

TO: Mayor Billy Bain and Members of the City Council

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

RE: Considerations for a Master Plan for a New Gym and Recreation Complex

Ten years ago the City hired an engineering firm (not Post Buckley, et al.) to perform a Forty-Year Recertification of our recreation complex. Specifically, the two structures that required the study were the gymnasium and the pool. The issues with concrete spalling were of most concern to us at the time, since we did not know to what extent additional internal spalling might exist that might create a serious hazard one day in the future. The findings also revealed that spalling exists under the pool deck in the support beams. (I personally did not fear the pool problems as I saw several years later the "non-effect" of construction equipment driving on the deck!) Those findings began the long journey to today, when this current city council requested staff to prepare a Recreation Master Plan for our entire recreation related facilities.

One thing that should be on our minds as we proceed with this project is "What do we want?" and "What do we need?" "Rebuilding a gymnasium" is not an answer to this question. Our present gym was constructed in the mid 1950's, a time when recreation and sports were all geared primarily toward boys. Much has changed in the fifty years since the gym was built and we, as a city, must be in tune with those changes to make this project one that has consensus and support. We have seen major changes in our demographics; girls sports must be considered in equal proportions; we view safety issues in a whole new light; staffing is far more costly today and volunteer help is dwindling. Since most of our recreation facilities are around 50 years old and in need of major refurbishing and/or replacement, this is the time to consider a master plan for a rebuilding of all our facilities (tennis and racquetball courts, swimming pool, senior center building, playgrounds, theater, etc.) to meet the needs of not only our current residents but also those of

future generations. I recommend that the City Council hold a workshop meeting on this plan so that we can invite public input.

Knowing that the cost of constructing a new gymnasium will far exceed the \$1.6 million we have received from the County bond issue and Congressman Lincoln Diaz-Balart, staff has been looking into various financing strategies that might be available to us. If a new gym is all that is desired at this time, we will be looking at a construction cost of approximately \$8 million for a new facility. This new cost estimate was provided by a firm that specializes in the design and construction of recreation facilities in Dade and Broward Counties. You can view some of their work in the attached packet. More on the possible financing of such a plan will be found later in this report.

As you can see on the attached drawings, this new gym would be twice the size of our current gym so that we can accommodate more activities at the same time. The attached three story office / activity complex would house a large open area that would serve as a theater and also as a large meeting room for "town hall meetings" or for voting. The first floor of the complex would house the administrative offices of the recreation department and also provide space for indoor recreation, a teen room, and multiple other uses. Construction of this structure would also allow for additional indoor "recreation" of a non-physical nature such as cooking, ping-pong, billiards, foosball, or computer use. As part of this, a new teen program is anticipated.

The following pages will present a picture of the needs of all our facilities, the lack of space available (other than the golf course), and the possible combinations of plans that can be considered to resolve these issues.

Present Facilities

Gymnasium

The current facility was opened in 1956, making the building 50 years old this year. We are all aware of the physical deterioration of the building that began at least ten years ago. The attached photos, taken over a year ago, clearly indicate the types of structural issues we face with this facility. The required 40-year

building certification pointed out numerous problems with the building, over and above the obvious concrete spalling. The estimate from Post Buckley at that time was \$1.8 million *just to replace the walls*. Additionally, a low-bid roofing job that was done about eight years ago has leaked since the second year. The company "vanished from the face of the earth" and we could not get any warranty repairs done. Subsequent repairs and inspections from other roofers have indicated the need for a completely new roof.

The size of the current structure also limits the number and types of activities we can support. There are scheduling conflicts all year round due to competing interests and programming. We also experience situations where, due to certain changes over the years, the ventilation in the gym is very poor. This is especially noticeable in the summer months when the facility almost reaches a point where it is too hot to hold activities in the building. This again limits the functionality of the building for programming.

I do not believe the floors have been refinished in twenty years, if ever. We do "screen" the floors every year or so and then put a new coat of urethane down, but we have never, to my knowledge, truly refinished the surface.

All of these issues point to the obvious: **we need a new gym.**

Swimming Pool

Those of us who grew up in Miami Springs all learned to swim at the municipal pool. One of the major concerns in South Florida is the great number of open bodies of water (lakes, canals, rock pits, the ocean, etc.) and the need, therefore, to "water safe" our kids. The city's swimming pool was built at the same time as the gym. Penny Estes, then a student at the high school, set an American women's record in the 200-yard freestyle in this pool in 1966. Although it has been called an "Olympic" size pool, it truly is not. Today's "Olympic size" competitive pools measure 50 meters long by 25 yards across; ours measures 50 meters by 18 yards. By being this narrow, short course competition (25 yards) required the addition of a bulkhead in the middle of the pool. Although the bulkhead is movable, when it is moved it shortens the length of the pool to less than the long course standard of 50 meters. The pool currently can only accommodate seven lanes, one short of the recognized standard of eight lanes.

The current trend in municipal pools is a vinyl-lined shell, constructed of either gunite or stainless steel. These vinyl-lined pools have found favor since the old method of plaster-type surfaces have become significant maintenance issues. The old "marcite" finishes once could be relied on for 10-15 years. However, one of the main components of marcite was asbestos. When the asbestos was removed, the life span of marcite was cut in half. Considering a marcite job on a pool the size of ours is roughly \$200,000, this becomes a major expense on a regular basis for us. The water causes the actual chemical breakdown of the finish. Even though our pool's chemicals are computer controlled and manually tested twice each day, the water will still seek to balance its pH by attacking the calcium in the marcite. When we drained the pool recently, I examined the shell and it is in need of a new finish.

When we refinished the shell in 1999, I did extensive research* on vinyl-lined pools throughout the country. I found two pools at a military base in Enid, Oklahoma where vinyl had been in place for nine years. The manager of that pool said they had not had any problem with the liner, that it had not faded, and that it has gone through temperature extremes from freezing conditions to days when it reached 100 degrees. (* see appendix for additional information about the 1998-99 research)

I spoke to Brian Middlestead and Dennis Burnett at the Base on April 14, 2006 to follow up on this liner. Brian informed me that they have submitted a requisition to put in another liner. He said their procedures are so lengthy that they put in the requisitions 2-3 years before the need. So he is expecting to replace the liner in 2008 or 2009. This would equate to a life span of about 20 years for the liner in these climate conditions. Dennis reiterated these points as well. As head of the maintenance division for the pool, Dennis also mentioned that the vinyl surface significantly reduced issues such as algae and the chemical balance of the water. Both gentlemen highly recommended the vinyl liners.

One recommendation at this point would be to rebuild a new gymnasium in the parking lot of the current gym. Additionally, a new pool would be built in the existing pool parking lot. Once constructed, the old facilities would be torn down and a single, new parking lot would be built between the two new facilities. Such a project would cost about \$10 million.

Tennis Courts

Located behind the library at 401 Westward Drive, the City currently operates a lighted tennis facility with five courts and two enclosed racquetball courts. Only one of the tennis courts meets USTA "regulation" as it pertains to the distances between the other courts and the fences. Other than our residents, the facility gets much of its use from the high school varsity tennis team. They both practice and hold matches at this facility.

Tennis has an interesting following. Most tennis venues see increased play when the professional game is active and exciting. "Back in the Day" when Bjorn Borg, Chris Evert, Jimmy Connors, Billy Jean King and John McEnroe played, tennis was big in the Springs. The two fisted backhand and oversized rackets gave the general public hope to excel at this game.

Our courts, in their present location, cannot be expanded to meet USTA specifications. Nor can they be leveled as they are constructed over old concrete slabs that allow the edges of the courts to crack and break. Old tree roots that have remained from trees long since removed, have also had a negative impact on the sub-base of the courts, causing further cracking.

We have had many requests to build tennis courts at the golf course. This would be an ideal place for a new facility, considering the historic ties between the two sports. "Miami Springs Golf and Tennis Center" has a nice ring! A six-court facility, with parking and lighting, could easily be placed in the large "spoil" area west of the clubhouse. The price tag for such a facility would approach \$500,000.

There are three possible uses for the land that would be vacated if we moved the courts. The options would be 1) to sell the land and allow homes to be built there, 2) develop the area as an additional recreation facility that might include a skateboard park or outdoor basketball courts, or 3) we might consider expanding the library and providing parking in the rear. While the sale of the property would certainly help defray the expenses of developing new recreation facilities throughout the City, I do not recommend selling off land since the City of Miami Springs owns very little land for any kind of use.

Our recommendation for the tennis courts is to build six new, lighted courts, racquetball courts and parking at the golf course. Consideration might be given at that time to place the tennis operation under golf and thereby create a "Department of Golf & Tennis".

Prince Field

At the present time, Prince Field is the only sports field directly owned by the City. As such, it is much easier to get grants for this park since most grant programs want at least a twenty year life of any project developed with grant funds. This is usually due to the nature of the funds, i.e., a twenty-year bond issue. Our recent attempts for funding on parks not owned by the City have been met with resistance or a stipulation that our leases for these lands are extended.

Prince Field currently is home to two baseball diamonds or a single football/soccer field. A twelve-foot fence surrounds the facility. This field has lights. There is also a "field house" which, over time, has become our senior center. The "Let's Build It" playground is also located here. Unfortunately the hurricanes of last year took out all of the shade for this area.

Master plan improvements to this park would include:

1. New perimeter fencing
2. Remove 15 Australian Pines on Chippewa and Apache (\$25,000 est.)
3. Paved angle parking on all sides (except Westward Drive)
- ✓ 4. Shade structures for all bleachers and playground areas
5. Build a new two story field house / senior center
6. Rebuild the field sub-base to assure proper drainage and improve irrigation
- ✓ 7. New dug-outs with coverings, and backstops
8. Improve lighting
- ✓ 9. Install lightning detection devices
- ✓ 10. Improve scoreboard capability
- ✓ 11. Add/improve signage for park rules and regulations

Stafford Park

Stafford Park was made available to the City through a lease with the Miami-Dade County School Board that expires in 2017. Stafford is critical to the residents of the City, especially for our soccer program. At the present time, the field can be configured to host two baseball games or one soccer game at the same time. The field is well lit. There is a small field house located on the premises that includes the restrooms. These restrooms do not meet ADA code and are not conveniently located to serve both ends of the field.

The city has already committed to adding ADA compliant restrooms to this park. Staff has recommended that this new building consist of a men's room and a ladies room, each with a minimum of two toilets. Additionally, it is recommended that this building have a concession area, staffed with adults that will be able to keep an eye on the restrooms when there are activities at the park. The location of this new building will be somewhere along the East Drive side of the park, convenient to both baseball diamonds.

Although our lease with the M-DCSB for this park is for at least another 10 years, we recognize that they is a 90-day out clause in the lease. For that reason, we do not believe it wise to invest too much money into hard improvements. However, there are other improvements we can do to make the fields more playable and to create a more pleasant recreation experience.

1. Raise the fields by about one foot by rebuilding the base to allow for better drainage. This park is unfortunately very low in relation to the surrounding neighborhood. During severe rains, this park floods as it is literally the bottom of the funnel for the area. In the past, it was not uncommon for this park to be a foot under water for weeks at a time. The City installed a series of drains several years ago as part of our stormwater master plan. These drains have done a fantastic job of removing water from the park. However, we can still improve the fields and at the same time protect them from disease and fungal issues by encouraging run-off to the drains.
2. Add fencing and netting to protect the homes on Forrest Drive from foul balls.
3. Install lightning detectors.

- ✓ 4. Add shade for the tot-lot equipment, dugouts, and bleachers.
5. Add movable bleachers that can be use for soccer configuration of the fields.
6. Add automatic timers for the lights.
7. Add scoreboards.
- ✓ 8. Improve signage for park rules and regulations.
9. FIND A WAY TO PURCHASE THIS LAND FROM THE SCHOOL BOARD!

Dove Avenue Park / Peavy Field / Dog Park

This is the third park in our system, and like Stafford Park, was created on leased land. The owner is the Miami-Dade County Water & Sewer Department. They also own the "Clay Pit" and the two large fields west of the clay pit where we stored our hurricane debris last year.

The condition of the turf on this park has always been issue. The soil at this field is very compacted and irrigation and fertilization are often negated, as it is difficult to penetrate the soil. We aerate these fields as often as possible to assist in this matter, but a complete tearing up of the sod and soil are needed with at least the first 12 inches of soil are broken up with supplements added to create a better base for the turf.

The largest drawback to this park, other than the fact we do not own the land, is the fact it does not have lights. This was a bargaining point that a former administration agreed to with the neighbors on Quail Avenue. It was also agreed that there would be no parking along the Quail side of the park. Unfortunately these concessions have had a negative effect on the park at certain times of the year. It had been envisioned that the outfield areas of the ball fields could be used for soccer games or practice areas for football. However, without lighting, these fields are dark after 6:00 PM for most of the scheduled sports. The baseball and T-ball fields are useable after Daylight Savings starts in April.

A small, unpaved parking lot was added several years ago and is used by both our park users and the students at the high school. During the school day, school personnel patrol this area.

The bathrooms at this park are old, not ADA compliant, and are not convenient to the clients. Although they are close to the new dog park, they are not conducive to the safety of our younger T-ball athletes.

Future park needs include:

1. Paved parking area.
2. Lights for the parking area and the fields, complete with a timer that would guarantee a specific "lights out" condition.
3. Installing a lightning detector system.
4. Rebuilding the sub-base of the fields to provide better drainage and promote healthier turf.
5. New restrooms with a small concession area.
6. Refurbished existing restrooms for use by dog park visitors.
7. Paved walkways from athletic fields to the restrooms.

FINANCIAL CONSIDERATIONS

There may never be a better time in our history to be considering such a plan, especially in terms of availability of funds and low interest rates. Recognizing that such an ambitious plan would cost *at least* \$12- million, we have an option of borrowing funds from several sources that are designed to assist cities and counties raise these types of dollars. Assuming a bare bones facility, we would be faced with raising an additional \$10 million (\$12 million minus the county bond \$\$, City reserves and pledges from private donations and state and federal programs).

Attached are two reports provided by the Florida League of Cities indicating exactly how much an \$8 million loan from them would cost the City. We used these reports to estimate what a \$12 million loan would look like. The first scenario would be for a 20-year loan. At 4.5%, the annual debt service on such a loan would be \$783,000, which would equate to an additional millage rate of about 0.8510. The total interest paid to the lender in this scenario over 20 years would be \$4.90 million.

A second scenario for the same amount and interest rate, but for a term of 30 years, would reduce the annual debt service to \$639,000 and demand a millage rate of about 0.6945. The total interest paid under

this 30-year loan would be \$8.3 million. So while we would have to budget \$144,000 less each year for debt service under a 30-year loan, we would pay over \$3.4 million in additional interest over the twenty-year loan. Both millage rates would fluctuate, almost always downward, as property values increase.

We tried to think "outside the box" and come up with some alternative or hybrid financing methods. On the hybrid side, we looked at these types of loans, but with a stipulation that we would hire a grants writer / lobbyist to aggressively seek funding every year. Any monies raised by this person would be applied to the debt service each year, thereby lessening the impact on the taxpayer. This person would also coordinate the City's efforts to raise private funding through "naming" opportunities.

In this model, we would establish price points that must be met in order for a private citizen to name a facility or part of a facility after a loved one or influential member of the community. For example, we might set a price of \$10,000 to name a room after someone, or perhaps \$100,000 to name a basketball court, or \$1 million to name the whole building! (These dollar amounts are only meant as examples of how such a program might work.) This method is used with great success in hospitals and universities and anywhere there is a need for large capital projects. Doral and Hialeah have been successful in this area also.

Another consideration we must agree on is the location of a new facility. A best-case scenario would have all of the buildings located in one place so that we would recognize savings in staffing and infrastructure. A consolidation could also create less of a need for multiple parking lots, which are costly and inefficient uses of precious land. Personnel costs are the largest single line item in any department. By consolidating facilities, we could cut down the staff in certain areas.

A new facility will also bring about a change in operating costs. A new modern gym will necessitate a need for more electricity, as it will be a larger facility and air-conditioned. A larger pool (or a second pool at the golf course) will require more chemicals, electricity, and staffing. These would be very real costs and would become part of the annual budget process. So when we make this commitment, we must consider our future costs as well.

PROGRAMMING & STAFFING

The city is poised to create a group of facilities through this master plan that we have not had since the 1960's. With these facilities in place, we will be able to develop programs for our community (our market) and provide adequate staffing to make sure the programs reach their maximum audience and maximum potential. This last statement should not be interpreted as disparaging against our current staff. It should be interpreted, though, as a part of the overall marketing plans for Miami Springs. If we change NW 36th Street zoning to attract new development, we also want to be saying to those who will work in these new buildings, that "Miami Springs is a great place to raise your kids. We have recreation facilities and programs that are among the best. You want to live here!" We certainly cannot say that about what we have today.

The history of the city's recreation program has been one of intense volunteerism. Groups such as the Optimist Club, Kiwanis, Little League and others, have been the backbone of providing coaches and organizational structure for many years. However, as society has changed over the past several decades, we see less and less involvement from the community. Many of these clubs and organizations are themselves threatened with extinction through lack of involvement. Individuals may get excited and motivated for a period that matches their child's involvement in the program, but when individuals leave, huge leadership gaps are created, usually with negative results. I think we saw that this year with Little League.

We also see changes in attitudes towards the recreation center as our facilities age and deteriorate. It is difficult to get parents and kids excited about run-down facilities and programs that we have limited control over. It has almost become a "that's the best we can do and the alternative is no program" philosophy. I for one do not care for that, but we have not had the resources made available to us to change this. That is, until now.

Our future recreation department will have to include a significant staff that will be responsible for our programs. We can no longer rely on outside groups to provide programs the quality of which we cannot

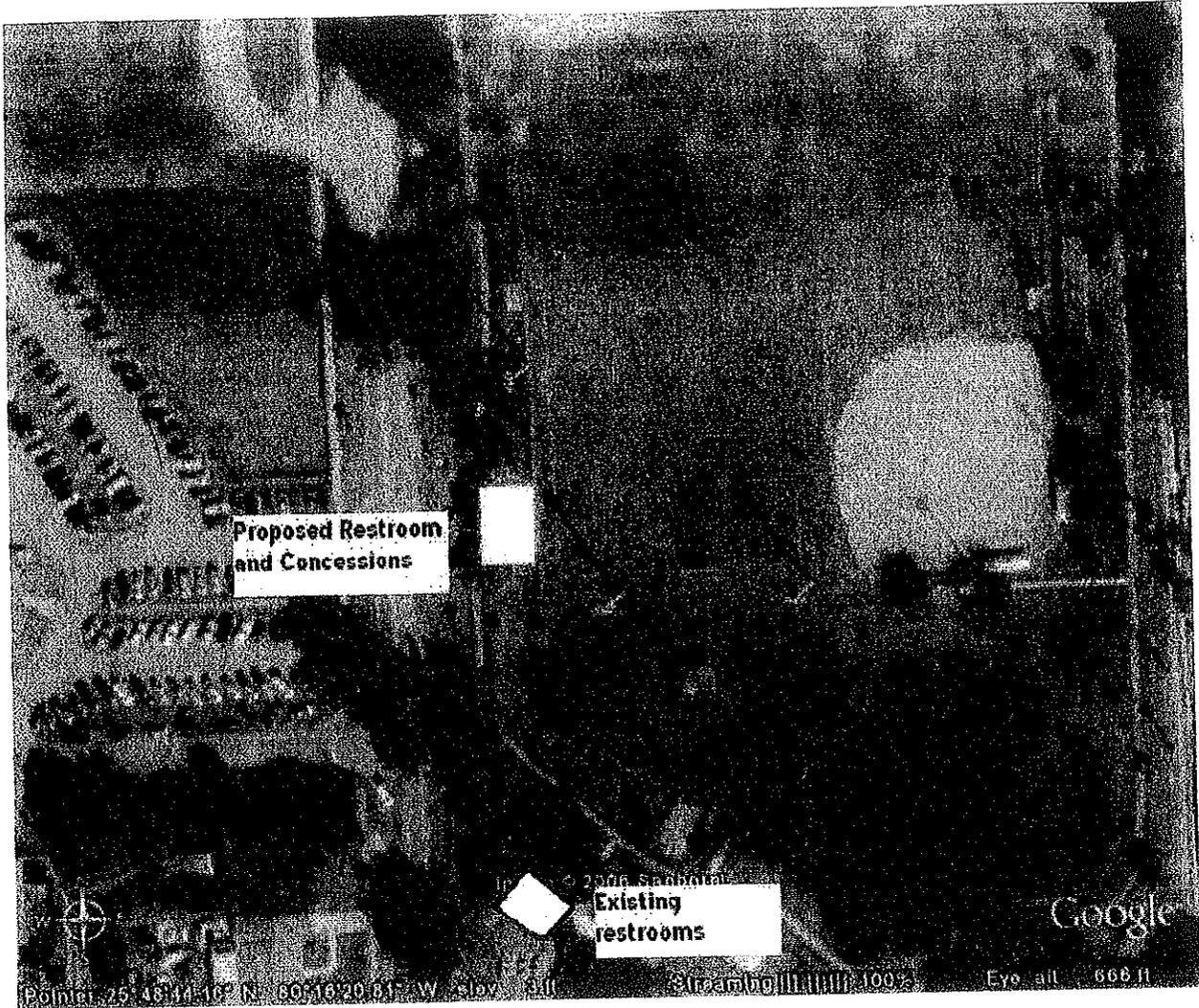
control. This is not to say that some of our current programs are not running well. But there are breakdowns of authority that occur that do not benefit anyone, especially the kids we are trying to serve. The quality also seems to hinge on the individual in charge that year, rather than the club or organization.

I see the future of our recreation department being staffed by individuals who will have the responsibility for organizing, coordinating and supervising numerous sports activities. We must still work with the volunteer groups to help provide coaches and resources. But by taking the administrative burden from these groups, it will make their lives and our lives much easier. An added bonus from such a system is that we will be developing the talents of our staff through this, which can create individuals that will be able to step up to the next level due to their work experience, and not just their longevity.

Rough Conceptual Photo of Reconfiguration of Current Location with Parking in
Between



Existing Configuration of Facilities at 1401 Westward Drive



Proposed Restroom
and Concessions

Existing
restrooms

Point: 25.481416° N, 80.162061° W, Elev: 311

Streaming 100%

Eye alt: 666 ft



Proposed Restrooms

Existing Restroom

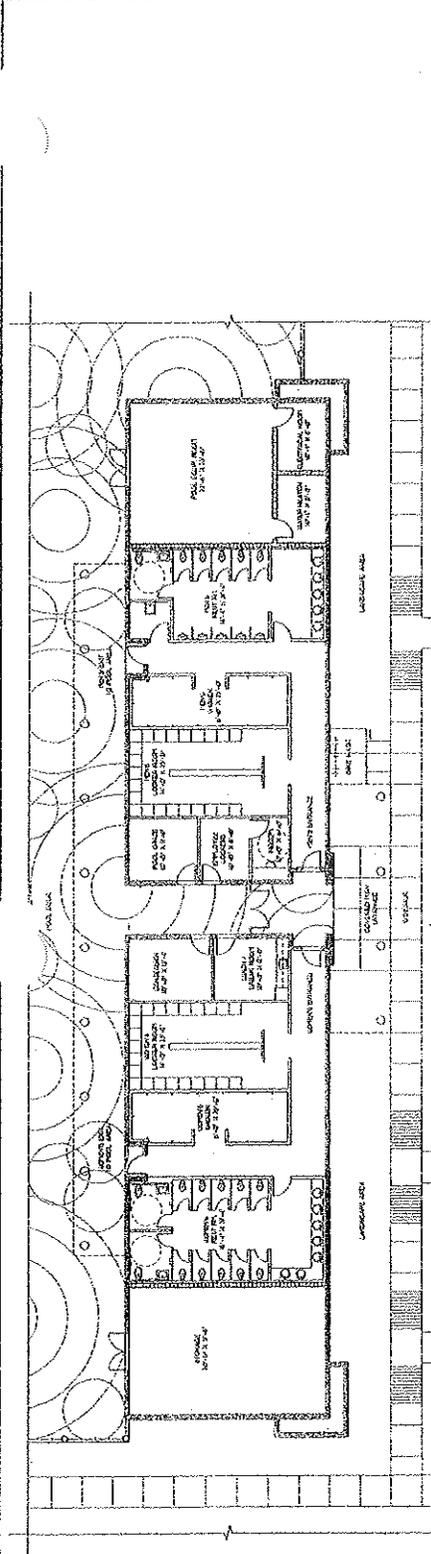
Dog Park

Google

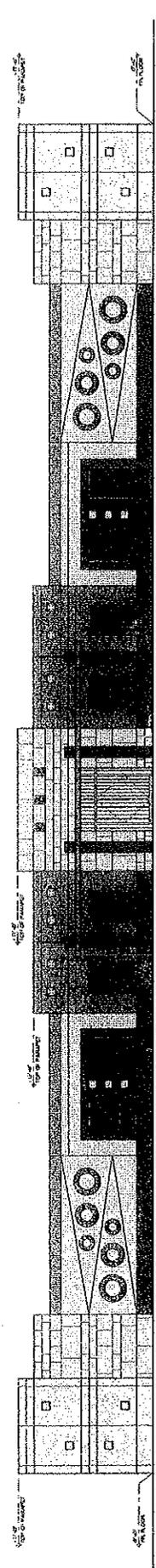
Point: 26°49'45.78" N, 80°17'30.71" W, elev: 770'

Streaming [progress bar] 100%

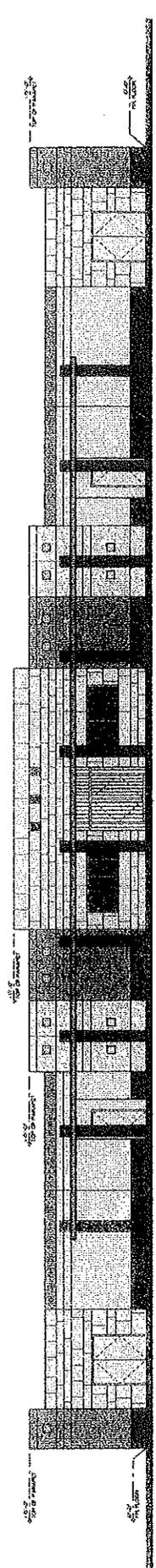
Eye alt: 49350 ft.



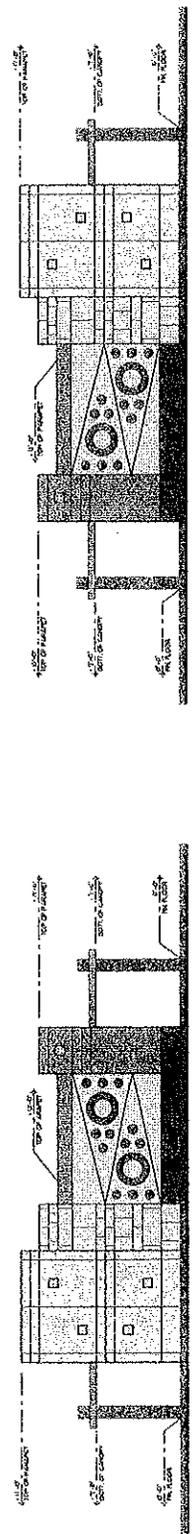
Building Plan 1/8'
 NORTH



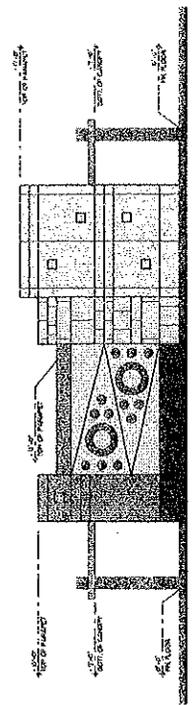
Front (South) Elevation 3/16'



Rear (North) Elevation 3/16'



Side (East) Elevation 3/16'



Side (West) Elevation 3/16'



**OFFICE OF THE MAYOR
MEMORANDUM**

TO: Education Advisory Board Members
FROM: Xavier M. Garcia, Mayor
DATE: March 20, 2012
SUBJECT: Letter to Students Recognizing Exemplary Citizenship

The Education Advisory Board recommendation of February 21, 2012 regarding a letter to the students for exemplary citizenship was transmitted to the City Council.

Since the recognition will be for good deeds and nice gestures towards others that students may have done, I would like to suggest that the Schools submit the names of these students to the board while they present their reports at the monthly Education Advisory Board meeting. In that way, the Council will learn about this student and I will be able to issue a special certificate, award or proclamation as it may be appropriate.

Please let me know if the Board considers this suggestion tonight.

cc: City Council
City Manager
Assistant City Manager/Finance Director
City Attorney

6) Business/Reports:

Vice Chair Salomon noted that the Board members received a memorandum from Mayor Garcia in reference to the letter to students recognizing exemplary citizenship that was discussed at the last meeting.

Vice Chair Salomon explained that the Mayor suggested that the school principals would submit the names of the students that are being issued the letters so that he could recognize students for their actions by issuing a special certificate or proclamation, as he feels is appropriate.

Board member Manning felt that the Mayor's suggestion is good because he would like to recognize the students further, as it is called for. She said that the information would be forwarded to the principals and she feels that it is a good idea.

Chairman Gordon stated that the award would not take the place of the letter and it would be an addition to the letter.

Board member Zapata commented that it looks like the special certificates or proclamations would be in place of the letter once he has the names.

Board member Manning felt that the suggestion was good because the Board was not trying to create that work for the City Council, but if they are willing, it would be even better than the letters.

Board member Zapata asked the other Board members to consider what it means to a child to accept an award from the Mayor.

Board member Manning reiterated that it would be a good thing if Council is willing. She asked if any of the Board members could see a problem with it.

Vice Chair Salomon mentioned that he liked the letter, but this would be replacing the letter.

Chairman Gordon said that it seems like the letter would go out to more students and the awards would be presented to fewer students.

Vice Chair Salomon agreed that the awards would simplify the process for the principals. He said that ideally it would be nice to empower the principals to issue the letters and they could submit the names of the students at the Education Advisory Board meeting and explain why the letters were presented. For example, maybe a student found and returned a wallet and that information could be given to the Mayor; if he deems the deed to be exemplary then a certificate could also be given to the student.

Vice Chair Salomon would like to empower the community to recognize and move this type of behavior forward. If a student is good to his fellow citizens, this should be celebrated. There are many wonderful things that happen in the schools every single day that no one really hears about and in this day and age people need to hear more about these types of things. At the same time, it sends a message to other kids that are “on the fence” about making the right choice.

Chairman Gordon suggested a motion to accept the Mayor’s recommendation, or to continue to move forward with the letters being issued by the Education Advisory Board.

Vice Chair Salomon interjected by informing the Chair that the Education Advisory Board cannot issue letters because they are only an advisory board.

Board member Sami noted that the memorandum from the Mayor is asking the Education Advisory Board members to let him know if they consider his suggestion.

Board member Manning commented that there are two discussions; one is letting the City Council take over the award recognition, or to do the letters in combination with the special recognition.

Vice Chair Salomon questioned whether or not the City Council could empower the Education Advisory Board to do the letter. In other words, the letter would come from the Education Advisory Board, instead of from the City Council. Then if they deem an action to be exemplary they could issue a special certificate or proclamation. He asked if this made sense to the other members.

Chair Gordon responded that the Vice Chair’s suggestion made sense to him.

Board member Manning was concerned about how the timeframe and the procedure would be handled by the Board because it would depend on the meeting date, the decision making, issuing the letters and it could take two or three months. She added that the Board does not meet in December and the process could be so bogged down that it might not mean as much because young kids need to be recognized quickly. She explained that she is okay with both suggestions, but she does not want to create a lot of work for the Board if it cannot be done in a timely manner.

Board member Zapata felt that it really says something about the Mayor to make this suggestion, and the Education Advisory Board should not say that they agree, but still want to do the letter. She understands the purpose of the letter, but in her opinion she would agree to leave it the way the Mayor suggested.

Board member Zapata moved to accept the suggestion from the Mayor. Vice Chair Salomon seconded the motion, which carried unanimously on roll call vote.



CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5014
Fax: (305) 805-5018

Agenda Item No.

City Council Meeting of:

3-26-2012

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager

FROM: William Alonso, CPA, CGFO, Assistant City Manager/Finance Director

DATE: March 8, 2012

RECOMMENDATION: **Recommendation that Council approves an expenditure of \$7,162.50 to Disaster Operations and Training (DO&T) for the update of the city's Disaster Operations Plan for the upcoming 2012 hurricane season.**

DISCUSSION: DO&T was contracted a few years ago to provide a variety of professional services associated with disaster management, debris monitoring, debris recovery and similar services. They will be on hand when a storm strikes in order to assist the city with the cleanup as well as the communications with FEMA in order to get the city's reimbursements paid on a timely basis. The last update of the plan was performed in FY2010 so it is felt that another update is required at this time since during the past 2 years we have added new property (Curtis Mansion), improvements (Elderly Center, playgrounds, golf irrigation, etc) and equipment.

We are attaching a copy of the cost estimate (attachment a) and a detailed description of the work to be performed (attachment b).

The Administration recommends approval for this update.

COST: \$ 7,162.50

FUNDING: Funding will need to come from available fund balance

PROFESSIONAL SERVICES/PROCUREMENT APPROVAL:

TR

Attachment A

MIAMI SPRINGS

**RATES INLCUDE TRAVEL
AND COPIES...
NO CHARGE FOR MEETINGS**

**STAFF RATES; PER Jupiter
piggyback(see attached)**

	Rate /hr	Staff Name*
FEMA Program ccordinator(technical GB*)	\$125.00	Gabrielle Benigni
Professional- technical- Proj Mngr(CL,JS)*	\$90.00	Carl larsen Jackie Schall
Admin(RF, KJ, LR, JR)*	\$30.00	Rachel Frederick Joeamy Ramos katie Janis Liz Ramos

TASKS(Per March 1, 2012 attached Tasks details

ESTIMATED HOURS

	NAME	HRS	RATE	COSTS	WITH DISCOUNT
Debris Managemnet Plan					
DMP update/and maps	GB	45	\$125.00	\$5,625.00	\$2,812.50
Quick ref guide	JS	5	\$90	\$360.00	\$360.00
DMP training	GB	6	\$0.00	\$0.00	\$0.00
	RF(admin)	3	\$30.00	\$90.00	\$90.00
SUBTOTAL					\$3,262.50

ASSET, RESOURCES,INVENTORIES UPDATES

update FOR PREDISASTER STATUS/CONDITION

onsite updates- photos, maps,.. Notes

LR,RF or JR	60	\$30.00	\$1,800.00	\$1,800.00
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DATA ENTRY

BLDG S,PARKS,GOLF COURSE

INFRASTRUCTURE

PUBLIC WORKS EQUIPMENT

EQUIPMEN OPERATORS

EMERG STAFF PAYROLL

Subtotal

\$3,900.00

This expedites damage assemnets,
quickly and accurately; maintains supporting,
documentation for FEMA and Inusrance

**

Total for Task both tasks	\$7,162.50
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**Price willnot exceed estimate
regardless if additional hours are req**

Price inlcudes use of RAPID_RCT

database,software program,

for damage assessments ;populating

FEMA forms with all documentation

All data entry information and DMP will be presesnted on
backup disc and 5 hard copies



DISASTER OPERATIONS & TRAINING, INC.

INTRODUCTION

The following Hurricane Planning updates will be performed per our March 1, 2012 meeting and per list of follow up items presented subsequent the March 1, 2012 meeting. This includes the Disaster Reimbursement Recovery Program has been implemented for City of Miami Springs, and requires updates for 2012.

In past disaster incidents such as Hurricane Katrina and Wilma, lack of standardized information management, with up-to-date status and condition created additional obstacles and serious financial burdens in the areas of response, recovery, and restoration. Extreme delays and difficulties were encountered obtaining FEMA reimbursement and insurance claims. DO&T's methodology and approach is to ensure maximum Disaster Recovery Reimbursement, increase the amount of entitled dollars, decrease time of reimbursement, and economic recovery. The program prevents timely and costly appeals, and denials of entitled response and recovery costs.

METHODOLOGY AND APPROACH

DO&T's solution provides key capabilities necessary to rapidly and fully define, capture, and organize incident (emergency) management information, resources and processes; and aids in generating a multitude of deliverables including damage assessments, as a result of a disaster, and provides the necessary documentation for FEMA Project Worksheet submittals.

The following constructed to be performed individually or collectively, depending on the need of our Clients. This program includes the following:

I. PRE-EVENT PLANNING

- A. **Resource Asset and Inventory Review** – Miami Springs requires updates
- B. **Data base application per FEMA guidelines for reimbursement and NIMS compliance**
- C. **Debris Management Planning and Training** - will be updated with all critical facilities, emergency road clearing routes, TDSR... procedures for Debris Removal and Disposal..

PRE-EVENT PLANNING

A. RESOURCE ASSET AND INVENTORY REVIEW per FEMA guidelines for reimbursement and NIMS compliance

Task #1. Prior FEMA, Federal Agency, and/or Insurance Records Review

DO&T will review and includes inventory of insured items and note deductibles were necessary and or limitations in the insurance. DO&T will include inventory of city assets with DO&T's data base for Miami Springs. This will aid for rapid damage assessments post- disaster.

Task #2. Force Labor and Equipment Records Review(includes NIMS compliance items)

Force labor and equipment records will be reviewed and updated to verify status, condition, and availability of those to participate during an emergency. This includes a review and update of emergency staff titles and rates. We will become with familiar with the existing payroll system and streamline the payroll information by department which will then be compatible to the FEMA submittal form. This will ensure easy review and migration of records post-disaster.

Additionally, force equipment will be linked with emergency staff per FEMA requirements, and per NIMS compliance for resource management. This includes all Police, Fire, EMS, etc. vehicles. When several teams, shifts, or individuals are assigned to the same equipment, this will be documented. Additionally, EMS, Fire and Police personnel that work 24 hours shifts will be noted, and detailed in a format easily transferrable to FEMA PW forms.

Task #3. Roads, Sidewalks, Road Signs, Light Poles, Traffic Lights, Bridges, Culverts/Ditches-

a. Roads and Sidewalks

DO&T will review and/or update City street maps and note where damaged roads and sidewalks occur, and note dates of road maintenance (if available). This will be documented with the data per FEMA category and include GIS locations. This includes current road repairs, past maintenance records review, and status with photos. It will also include the type and thickness of the road (i.e., paved, gravel, dirt road, surface, asphalt/base type, concrete type and thickness), ditches and culverts, and storm drains. All Federal highways will also be detailed.

b. Road Signs

Review and update identification of road signs with GIS location, status and condition of item. DO&T will update a separate map with all road signs in the municipality, utilizing a GIS coordinate scanner. All road signs will be inventoried with location on streets and plotted directly on the city map via computer for interfacing with the Client's IT or Engineering Division.

c. Light Poles and Traffic Lights

DO&T will inventory all light poles and traffic lights with details of location on streets and GIS mapping locations. These will also be plotted on the City road map. The status and condition will also be noted as well as the owner or contractor for emergency repair.

d. Bridges

DO&T will detail and note condition and status of existing decking, pavement, abutments, slope protection, etc. and will review maintenance records for adequacy per FEMA reimbursement requirements. DO&T will also take photographs of existing conditions.

Task 4. Water Control Facilities-

It is our understanding that the Water Control facilities now are being maintained by the County.

DO&T will detail and note condition and status of all dams, reservoirs, levees, irrigation and/or pump/treatment facilities, if required by Client. Evidence of pre-disaster maintenance must be provided and documented to ensure reimbursement of any disaster damages. DO&T will also take photographs of existing conditions and review maintenance records for adequacy.

Task #5. List of City Owned Assets, Buildings, Equipment,-

DO&T will obtain a list of all City owned buildings (Including schools, Senior center, Recreation facility...), City assets and interior systems (electrical systems), expand on the documentation updating status conditions, and plotting GIS locations of all buildings, assets and equipment. DO&T will also take photos of the exterior status of these buildings, and review maintenance or repairs to buildings or interior systems.

All facilities under repair or construction, will be noted with status, and percent complete of repair or construction.

DO&T will also review insurance and note deductibles and covered items and non-covered items.

Task 6. Utilities-

DO&T will document the status, condition, location, and maintenance of utilities (water treatment plants, Power generation and distribution facilities generators, substations, and power lines) owned or maintained by the Client.

Task #7. Parks and Recreation (including golf course)-

DO&T will perform an on-site review of City owned parks and recreational equipment, and take digital photographs. All equipment will be inventoried with status and condition and supporting photographs for documentation. This includes Client owned golf courses, tennis courts, swimming pools, boat docks, piers, picnic tables, covered areas, etc.

B.DATABASE APPLICATION (per FEMA guidelines for reimbursement and NIMS compliance) - 1 day

The Disaster Operations Information Management System creates a database to maintain the status and condition of all resources, assets including staff, and equipment and support contractors.

As part of this information management solution, special consideration has been given to provide a solution that will be available at ground '0' after a disaster and does not require any IT investment beyond having internet access.

This results in municipalities being able to determine damage assessments, and provide the necessary FEMA documentation which decreases the time for reimbursement and ensures the municipality receives all the entitled dollars.

DO&T places into a database all force labor (title, rate, etc.), force equipment (make, model serial number, status, condition, etc.), and resources for every municipal department - especially the departments that perform work under emergency services and recovery efforts. Those items are assigned FEMA categories and are per NIMS compliance for resource management.

NIMS compliance does not include roads, sidewalks, bridges, parks, and other city assets that require documentation of status, condition and maintenance.

DO&T's database provides the following benefits to our Clients:

- rapid determination of damage assessments per FEMA categories,
- rapid determination of damage assessments per insurance requirements,
- the support documentation (status and condition) of the assets that are damaged,
- the prevention of duplication of entry for force labor and force equipment on FEMA Project Worksheets (PW),
- the tracking of daily recovery costs,
- details for insured and noninsured items, note deductibles,
- a decrease in the delay of receipt of insurance claims and FEMA monies (federal agencies reimbursements)
- the Client the ability to obtain all entitled and allowable insurance and federal agency reimbursement for items (partially) covered by both.

This ensures the City and Commercial clients receive all emergency and recovery dollars expended. DO&T's information is also used as a planning tool for gap analysis, to assist identification of overlap, and overutilization of resources.

C . DEBRIS MANAGEMENT PLANNING – UPDATE AND TRAINING

DO&T will perform the following tasks per March 1, 2012 meeting to update comprehensive Debris Management Plan for City of Miami Springs, FL.

Purpose

The final Debris Management Plan establishes the policies controlling local government actions for debris management, and define a concept of operations that will be utilized citywide as a basis to prepare for debris management operations and implement those operations whenever necessary. The plan provides guidance to City of Miami Springs for removal and disposition of debris, define responsibilities for debris management operations, and implementation of the plan. The identifies actions and responsibilities for maintaining and updating the plan as well as for training and exercising assigned personnel in plan implementation.

Situations

Following disaster event situations with regard to Debris Management will occur and include, but not be limited to, the following:

- Natural and manmade disasters precipitate a variety of debris that include, but are not limited to, such things as trees, sand, gravel, building construction material, vehicles, personal property, and hazardous materials.
- The quantity and type of debris generated from any particular disaster will be a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity.
- The quantity and type of debris generated, its location, and the size of the area over which it is dispersed will have a direct impact in the type of collection and disposal methods utilized to address the debris problem, associated costs incurred, and how quickly the problem can be addressed.
- In a major or catastrophic disaster, many state agencies and local governments will have a difficulty in locating staff, equipment, and funds to devote to debris removal, in the short- term as well as long term.

Assumptions

The Debris Management Plan details assumptions that are inherent during recovery efforts and modifications will be made as necessary to the final Debris Management Plan, as necessary. Typical assumptions that occur post-disaster are as follows:

- A natural disaster that requires the removal of debris from public or private lands and waters could occur at any time.
- The amount of debris resulting from an event or disaster could exceed the local government's ability to dispose of it.
- If the natural disaster requires, the Governor would declare a state emergency that authorizes the use of State resources to assist in the removal and disposal of debris. In the event Federal resources are required, the Governor would request through FEMA a Presidential Disaster Declaration.
- Private contractors will play a significant role in the debris removal, collection, reduction, and disposal process.
- The debris management program implemented by the local government will be based on the waste management approach of reduction, reuse, reclamation, resource recovery, incineration and landfilling.

Concept of Operations

The DMP will utilize standardized operational concepts, including those mandated by National Incident Management System (NIMS), therefore, standard concepts and documentation that will be detailed and include but not be limited to, the following Emergency Operations:

- * Review personnel involved in the debris management operations area for City of Miami Springs.
- * Define personnel who will make up the Debris Management Task Force (DMTF)
- * Determine DMTF's duties and responsibilities
- * Placarding of vehicles hauling debris
- * The "load ticket" used to document the volume of debris hauled in a vehicle
- * Standardized electronic data formatting and reporting

Annual reviews and updates are required to maintain readiness to implement the Debris Management plan. The pre-event annual planning should be scheduled from March-May of each year. The pre-event planning will ensure that all aspects of the debris plan are confirmed and updated as necessary for the upcoming year.

The review may include:

- Review the latest revision to state and Federal rules, regulations and guidance pertaining to debris management and operations eligible for reimbursement following declared disasters.
- Complete all training of key personnel and conduct an exercise of this plan.
- Confirm the availability of temporary debris management sites, as well as permitting issues.

Concept of Operations continued:

- Review existing contracts and/or prepare Requests for Proposals
- Provide guidance and advice for debris removal contractor selection criteria.
- Advise methodology for determining competitive bidding and/or RFP submittals
- Recommend inclusion of legal clauses appropriate for work to be completed

Potential Contracted Debris Activities include:

- * Debris Clearance, removal and hauling
- * Demolition
- * Recycling
- * Final Disposal
- * Monitoring

DO&T will review Debris Forecasting which is used to predict debris types and quantities of potential debris to be generated during various disaster scenarios. Debris Forecasting will designate appropriate personnel to estimate amount of debris post disaster and will define estimating methods to be used – i.e. windshield damage assessment, aerial.

TRAINING AND EXERCISES

DO&T will develop and implement a continuing program for training personnel designated to implement debris operations within the City. The concepts to be incorporated into the training and exercise program include the following:

- Annual training session for key debris management operations
- Assurance that City have received the required training pursuant to NIMS
- Assurance that debris management firms, and all subcontractors (monitoring and debris removal) , contracted by the City will be included in the review session (this should be mandated) and provide adequately trained personnel for debris operations in the City, including individuals knowledgeable with the operational concepts, standardized documentation, standardized vehicle placarding, etc., required by this plan
- Up-to-date documentation regarding individuals trained for implementation of this plan;
- Conducting at least one exercise of this plan per year involving City agency personnel, Exercises may be combined with exercises of other components of Broward County's emergency preparedness program.

The plan recognizes the applicability of the doctrine, terminology and operational concepts of NIMS and will recognize that personnel implementing the plan will periodically interact and coordinate with other emergency services personnel utilizing NIMS for management of emergency operations. Therefore, all supervisory personnel implementing this plan will participate in tabletop exercises.

Temporary Debris Storage and Reduction Sites

To appropriately plan for Debris Management, Debris Management Site Planning (for) Temporary Debris Staging and or Reduction) will be included in the Plan as follows:

1. Site Selection Priorities
 - ❖ Determine number of sites
 - ❖ Develop prioritization factors
2. Pre-designated TDSR sites
 - ❖ Identify these sites
 - ❖ Recommend what and where to maintain detailed information
 - ❖ Recommend baseline data to be included
 - ❖ Outline maintenance plan for site
3. TDSR Site Preparation
 - ❖ Develop preparatory actions

- ❖ Identify personnel responsible
 - ❖ Develop operation layout
4. Existing Landfills
- ❖ Identify locations
 - ❖ Identify restrictions

DO&T will identify the preparatory actions that need to be accomplished after a designated TDSR site has been selected.

DO&T will assist City of Miami Springs with removal and disposal actions which will also include site preparation. DO&T will aid in reviewing the responsibilities for debris disposal contracts and will provide guidance for the TDSR site operations.

Debris Removal

DO&T will carefully review and update a detailed strategy for City of Miami Springs with regard to debris removal during Phase I (Emergency Road Clearing- clearance of debris which poses an immediate threat to public health and safety) and Phase II (Debris Removal- includes public rights-of-way debris removal and disposal).

These actions and methodologies will be as follows:

1. Phase I- Emergency Road Clearing:

- ❖ Define actions to take place during this phase
- ❖ Define efforts between agencies
- ❖ Determine and develop procedures for government services
- ❖ Develop a plan for bringing in required equipment to handle debris removal

A. Emergency Roadway Debris Removal

- Identify essential routes
- Prioritize efforts
- Define actions
- Develop procedures to determine damage done to utility systems
- Identify assets/resources that may be available to City of Miami Springs

B. Identify Local, Tribal, State and Federal Assistance Assets or territories that may exist within the City of Miami Springs.

C. Supervision and Special Considerations

- Identify the role of the Department of Transportation
- Organizing special crews
- Bringing in required equipment
- Determining assistance from other agencies

2. Phase II- Debris Removal

- ❖ Develop coordination for debris removal operations
- ❖ Outline information used to determine if state or federal aid is required
- ❖ Provide plan to coordinate debris removal process

A. Public rights-of-Way Debris Removal and Disposal

- Define DMTF coordination of operations
- Define transition from Phase I to Phase II

- Determine if State or Federal assistance is required
 - Develop field inspection teams
 - Conduct daily briefings with key staff members
 - Coordinate with authorities re: traffic control flow
 - Establish proactive information management plan
- B. Private Property Debris Removal
- Develop procedures to ensure cooperation with government officials
 - Create logs and checklists
 - Review ordinances
- C. Household Hazardous Waste Removal
- Develop plan for segregation and collection of waste
 - Create plan to work with authorities to ensure clean-up meet regulations
 - Document that TDSR site(s) have appropriate materials to handle HHW

Temporary Debris Storage and Reduction Sites

DO&T will review and update sites being considered and/or provide logistics for additional potential sites (locations, permits, land leases...). The review will include:

- * Document existing conditions
- * Assess potential impacts
- * Establish monitoring/closure criteria
- * Coordinate with State and local agencies

DO&T will ensure procedures are detailed to properly manage the Temporary Debris Storage and Reduction Site, and restore to original condition. This will include:

- ❖ Review existing debris disposal/reduction contracts for City of Miami Springs
- ❖ Provide formal means to monitor contractor performance
- ❖ Determine specific factors to consider when determining site preparation
- ❖ Develop procedures to oversee contractor onsite operations

Debris Reduction Methods

DO&T will provide City of Miami Springs specific details as to the most cost effective debris reduction and disposal methods and will also provide details on environmental controls as it relates to these different methods.

- ❖ DO&T will recommend those reduction methods that are cost-effective – i.e. incineration, grinding and chipping, recycling
- ❖ Recommend specific information required to be given to Contractors to make the reduction go smoothly
- ❖ Provide specifics regarding environmental controls which are essential for all incineration methods

TDSR Site Close-Out Procedures

- ❖ DO&T will detail and update the close-out steps to remove all debris from the site
- ❖ Develop administrative procedures and contractual arrangements for the closure phase
- ❖ Provide recommendations for environmental restoration and site remediation.

Organization and Responsibilities

DO&T will detail and update all the cooperating agencies, staff, and emergency

Contractors included in the successful implementation of the Debris Management Plan. This will include the following:

Local Government Agencies and Departments

- ❖ DO&T will identify and define the roles and responsibilities for departments that have debris clearing, removal or disposal actions
1. Supporting Agencies
 - ❖ Identify those agencies and departments of the government that have similar capabilities
 2. Administration and Logistics
 - ❖ DO&T will provide specifics as to how requests for assistance is channeled to appropriate level of the government
 - ❖ Determine personnel and resources
 - ❖ Recommend frequency of and information to be updated
 3. Authorities and Reference
 - ❖ Define emergency contacts
 4. Appendices- detail emergency contacts, phone numbers...

Special Considerations

DO&T will assist the City with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. DO&T will review any insurance policies, as it relates to FEMA reimbursement for deductions and disaster limitations.

DO&T will assist with expanding and promoting coordination activities with ESF 18 (Private Sector) which will assist the City with outside resources and business continuation efforts.

ORDINANCE NO. 1033-2012

City Council Meeting of:

3-26-2012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-025, AWNINGS AND CANOPIES IN ALL ZONING DISTRICTS, TO PROVIDE CLARIFYING LANGUAGE TO BETTER DIFFERENTIATE AND DESCRIBE PORTABLE AND PERMANENT SELF-SUPPORTING AND FREE-STANDING CANOPIES; ESTABLISHING RULES AND REGULATIONS FOR THE LOCATION, PLACEMENT, AND INSTALLATION OF SELF-SUPPORTING AND FREE-STANDING CANOPIES ON PROPERTIES IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS OF THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.



WHEREAS, there has been some confusion regarding the rules and regulations applicable to portable and permanent self-supporting and free-standing canopies located, placed and installed on properties in the single-family zoning districts of the City; and,

WHEREAS, it has become apparent that many portable self-supporting and free-standing canopies have already been placed on single-family residential properties in the City without permitting; and,

WHEREAS, the Building and Code Compliance Departments of the City have recommended to the City Council that portable and permanent self-supporting and free-standing canopies should be subject to separate rules and regulations; and,

WHEREAS, the City Council has considered the differences between the types of self-supporting and free-standing canopies and is desirous of providing appropriate rules and regulations for the location, placement and installation of each of the types of canopies; and,

WHEREAS, the City Council of the City of Miami Springs has determined that the amended rules and regulations for the location, placement and installation of portable and permanent self-supporting and free-standing canopies is appropriate and in the best interests of the City and its citizens:

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

Section 1: That Code of Ordinance Section 150-025, Awnings and Canopies in all Zoning Districts, shall be amended as follows:

- (A) ...
- (B) ...
- (C) ...
- (D) ...
- (E) ...
- (F) ...
- (G) ...

(H) Location of Awnings.

(1) Single-family residential and duplex zoned districts.

(a) ~~All window and door awnings shall be attached to the building, and may be located on the front, side, or rear of said building, and may be located in required setback areas.~~

(b) ~~No self-supporting or free-standing shelter canopy, carport canopy or entrance canopy is permitted in the required front yard area.~~

(b) The awnings may be located on the front, side, or rear of said building, and may extend into required setback areas.

~~(c) No self-supporting or free-standing canopy or carport canopy is permitted in the required side yard setback or rear yard setback area. However, the City Board of Adjustment may grant a variance from this side and rear yard restriction if the requested awning or canopy will be properly screened from adjoining properties and streets, will not create a violation of the public health, safety and welfare, and is supported by the establishment of a hardship in accordance with the standards set forth in this Code.~~

(2) All other zoned areas.

~~(a) All window and door awnings and canopies shall be attached to the building, and may be located on the front, side or rear of that building.~~

~~(b) No self-supporting or free-standing canopy shall be erected without a variance having been approved by the Board of Adjustment.~~

~~(b) The awnings may be located on the front, side or rear of the building.~~

(I) ...
(J) ...
(K) ...
(L) ...
(M) ...

(N) Self-supporting and free-standing canopies in the residential districts of the City.

(1) Self-supporting and free-standing canopies shall be permitted in the single-family residential zoning districts of the city in accordance with the following rules and regulations.

(2) Portable or temporary self-supporting and free-standing canopies shall not require permanent anchoring to the ground or an approved cement slab and shall be capable of being completely disassembled and stored within a period of three hours.

(a) Such canopies shall not require permitting prior to placement.

(b) No such canopies shall be permitted to be located in the front yard area of any single-family residential property.

(c) Such canopies may not be placed or located within the required side or rear setback areas of any single-family residential property.

(3) Permanent self-supporting and free-standing canopies shall be required to be anchored to the ground, an approved cement slab, or other permanent support structure authorized and approved by the City Building Department.

(a) The installation of such canopies shall require proper permitting and inspection by the City Building Department.

(b) No such canopies shall be permitted to be located in the front yard area of any single-family residential property.

(c) Such canopies may not be permanently installed within the required side or rear yard setback areas of any single-family residential property.

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida 9th

day of April, 2012.

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

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

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire
City Attorney

First reading: 03/26/2012
Second reading: 04/09/2012

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

Magali Valls

From: Jan Seiden [jseiden@olsrhh.com]
Sent: Wednesday, March 14, 2012 2:40 PM
To: Tex Ziadie
Cc: Magali Valls
Subject: RE: 150-025 AMENDED-CANOPIES

Tex, I am going to leave it as drafted, but by a copy of this email, I am going to ask the city clerk to put your email in with the proposed ordinance when it is considered by the city council. I think you raise some reasonable arguments regarding the placement within the required side and rear setbacks.
 Thanks JKS

Jan K. Seiden, Esq.
 Orshan Lithman Seiden Ramos Hatton Huesmann & Fajardo, LLP
 150 Alhambra Circle, Suite 1150
 Coral Gables, Florida 33134
 Tel: 305-858-0220
 Fax: 305-854-6810

From: Tex Ziadie [mailto:ziadiet@miamisprings-fl.gov]
Sent: Wednesday, March 14, 2012 1:19 PM
To: Jan Seiden
Subject: RE: 150-025 AMENDED-CANOPIES

Looks excellent Jan. I would only change one thing.

I would change section (N)(2)C to read:

“Such canopies may not be placed within five(5) feet of any side or rear property line of any single-family residential property .”

This effectively solves the setback issue in the vast majority of side yards, except for the huge lots on Hunting Lodge Drive, most of which are already set back far enough that the visibility would be much less of an issue. It also solves the problem of a canopy being too close to the neighbor's property. Using the term “required side or rear setback” would effectively outlaw about half or more of the ones in the City, most of which are within the 25' required rear setback, or the 10% required side setback. This would leave us with still having to make the residents remove them. I think that the wording above would deal with it in a less aggressive manner. We would still have to cite quite a few locations for the side yard (there are many boats with variances in side yards out there where the owner's have put a canopy over the boat to protect it) and obviously they could apply for a variance if they wanted to keep those there. To me, it is much more important to restrict them in the side yards, most of which are clearly visible from the street. I think that this would be the best solution.

Let me know what you think.

Tex

From: Jan Seiden [mailto:jseiden@olsrhh.com]
Sent: Wednesday, March 14, 2012 12:49 PM
To: Tex Ziadie
Subject: FW: 150-025 AMENDED-CANOPIES

3/14/2012

Tex, here is the amended ordinance. I have separated out the various sections, which I think makes them all easier to understand. Let me know what you think. JKS

Jan K. Seiden, Esq.
Orshan Lithman Seiden Ramos Hatton Huesmann & Fajardo, LLP
150 Alhambra Circle, Suite 1150
Coral Gables, Florida 33134
Tel: 305-858-0220
Fax: 305-854-6810

From: Joanne Lord [<mailto:joanne@olsrhh.com>]
Sent: Wednesday, March 14, 2012 12:42 PM
To: MIAMI SPRINGS CITY CLERK; jseiden@olsrhh.com
Subject: 150-025 AMENDED-CANOPIES

RESOLUTION NO. 2012-3539

City Council Meeting of:

3-26-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS CALLING FOR THE HOLDING OF A SPECIAL ELECTION FOR THE CITY ON TUESDAY, AUGUST 14, 2012; DELINEATING THE CITY CHARTER QUESTIONS FOR THE ELECTION BALLOT; PROVIDING AUTHORIZATIONS AND DIRECTIONS TO THE CITY CLERK; EFFECTIVE DATE



WHEREAS, there has been much public discussion and debate regarding proposed Charter Amendments related to the City's election procedures; and,

WHEREAS, a City Election is required to secure the approval of any Amendment of the City Charter by the electors of the City; and,

WHEREAS, at the Regular City Council meeting of March 26, 2012, the City Council considered and approved two proposed Charter Amendments to be submitted for approval by the electors of the City; and,

WHEREAS, the proposed Charter Amendments provide for changing the election terms of City Council Members, excluding the Mayor, and for approving staggered election terms for City Council Members, excluding the Mayor, beginning with the General Municipal Election of April 2013; and,

WHEREAS, although no General City Election is currently scheduled for the year 2012, the City has been advised that it may place questions on the ballot of the Miami-Dade County Primary Election scheduled for August 14, 2012; and,

Resolution No. 2012-3539

WHEREAS, the City Clerk, as provided in City Charter Sections 3.03 and 8.02, is the Supervisor of Elections for the City and is charged with the responsibilities of preparing the ballot and conducting all City elections; and,

WHEREAS, all City elections are conducted in accordance with City Ordinance Section 11.01 which provides:

11.01 STATE ELECTION CODE ADOPTED FOR MUNICIPAL ELECTIONS.

All General and Special Elections held in the City shall be held and conducted in accordance with the provisions of state law as nearly as practicable where state law is applicable to municipalities by reasonable construction, except as provided by the City Charter, this Chapter, or other Ordinance of the City. The City Council shall perform all acts in relation to such General and Special Election which by the state law is made the duty of the County Commission; and,

WHEREAS, the City Clerk has been advised by the Miami-Dade County Elections Department that the City may conduct a Special Election on Tuesday, August 14, 2012, so long as an appropriate Resolution calling the Special Election, and all other required information and documentation is submitted to the Elections Department prior to May 25, 2012; and,

WHEREAS, the City Council of the City of Miami Springs has determined that it is both proper and appropriate to conduct a Special City Election for the proposed Charter Amendments contained herein, which will be placed upon the ballot of the Miami-Dade County Primary Election to be conducted on August 14, 2012, for consideration by the electors of the City:

Resolution No. 2012-3539

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

Section 1: That the City Special Election shall be called for and conducted on August 14, 2012.

Section 2: That the purpose of the Special City Election is for the placement of the proposed City Charter Amendments on the Miami-Dade County Primary Election ballot of August 14, 2012, and to allow the electors of the City of Miami Springs to determine if the City Charter should be amended.

Section 3: That the Miami-Dade County Elections Department is hereby requested to schedule a Miami Springs Special Election and to include the following questions on the ballot for the Miami-Dade County Primary Election to be conducted on Tuesday, August 14, 2012:

PROPOSED AMENDMENTS TO MIAMI SPRINGS CHARTER

AMENDMENT NO. 1

Shall Charter Section 3.06(4)(a) be amended to change the terms of office for all Council Members, excluding the mayor, beginning with the General Municipal Election of April 2013, from two (2) year terms to four (4) year terms?

YES []

NO []

Resolution No. 2012-3539

AMENDMENT NO. 2

Shall Charter section 3.06(4)(b) be amended to change the proposed four (4) year terms of Council Members to staggered terms, beginning with the General Municipal Election of April 2013, by requiring the Council Members elected in Groups 1 and 2 to serve only two (2) year initial terms and four (4) year terms in each subsequent election, while the Council Members elected in Groups 3 and 4 to begin serving four (4) year terms with the 2013 election and thereafter?

YES []

NO []

Section 4: That the City Clerk, as the Supervisor of Elections for the City, is hereby authorized and directed to forward this Resolution to the Miami-Dade County Elections Department to insure that the Special City Election Charter Amendment questions are properly placed on the Miami-Dade County Primary Election Ballot of August 14, 2012, to conduct the Special City Election in accordance with all the requirements of law, and to cooperate with and assist the Miami-Dade County Elections Department in the conduct of this Election.

Section 5: That the provisions of this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 26th day of March, 2012.

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

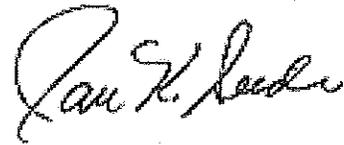
Vice Mayor Espino	" _____ "
Councilman Best	" _____ "
Councilman Lob	" _____ "
Councilwoman Ator	" _____ "
Mayor Garcia	" _____ "

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:


Jan K. Seiden, City Attorney

Resolution No. 2012-3539

RESOLUTION NO. 2012-3540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE THIRD AMENDMENT TO FY 2011-2012 BUDGET; BY AUTHORIZING CERTAIN INTERFUND DEPARTMENTAL TRANSFERS AND APPROPRIATING UNDESIGNATED RESERVES INTO GENERAL FUND REVENUES TO COVER AUTHORIZED AND APPROVED GENERAL FUND EXPENDITURES; PROVIDING INTENT; SPECIFYING COMPLIANCE WITH 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 certain Interfund Departmental transfers from the previously approved budgets of the City Manager and Finance Department budgets to substantially finance the new Finance Department-Professional Services budget in the amount of \$137,627; and,

WHEREAS, the City Council has authorized the additional appropriation of \$136,364 from the previously undesignated City reserves to fund the installation of new fencing at Stafford Park, the personnel costs for staffing restrooms at City parks, additional Labor Attorney fees for PBA negotiations, the production of the City Newsletter, additional referee costs for soccer and baseball, legal fees for the drafting of adult use regulations for the Abraham Tract, two new equipped Police vehicles, and for the printing and delivery costs of the City Newsletter; and,

WHEREAS, the General Fund revenues budget must provide sufficient funding from certain Interfund Departmental transfers and by appropriating undesignated city reserve funds to cover the aforesaid General Fund expenditures in the amount of \$136,364; 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.

Resolution No. 2012-3540

Section 4: That the provisions of this Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this 26th day of March, 2012.

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

Resolution No. 2012-3540

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

Fund/Classification	Amended Budget	Amendment No. 3	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 Revenues	1,806,890			1,806,890
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	329,941	\$136,364		466,305
Total General Fund	\$14,473,546	\$136,364		\$14,609,910
Expenditures				
City Council	114,302			114,302
City Manager	777,055	(\$90,983)	4	686,072
City Clerk	273,176			273,176
City Attorney	141,000	\$15,000	7	156,000
Human Resources	189,208			189,208
Finance-Administration	636,867	(\$46,644)	4	590,223
Finance-Professional Services	0	\$159,275	4,5,9	159,275
Information Technology	327,108			327,108
Planning	143,620			143,620
Police	5,400,217	76,178	3,8	5,476,395
Building, Zoning, and Code Enforcement	620,026			620,026
Public Works	2,041,165			2,041,165
Recreation & Culture	3,328,777	23,538	1,2,6	3,352,315
Transfers to other funds	481,025			481,025
Total General Fund	14,473,546	136,364		14,609,910
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	787,762			\$787,762
Senior Center Operations	359,043			359,043
Capital Projects	193,528			193,528
Law Enforcement Trust	142,353			142,353
Total Special Revenue & Capital Projects Funds	1,482,686	\$0		\$1,482,686
G.O. Bonds - Series 1997	569,478			\$569,478
Total Debt Service	569,478			\$569,478
GRAND TOTAL ALL FUNDS	\$19,226,407	\$136,364		\$19,362,771

Legend:

- 1) \$6,360.25 for new fencing at Stafford park approved by Council
- 2) \$11,500 for staffing of restrooms at City Parks
- 3) Additional funds needed for labor attorney in PBA negotiations
- 4) To transfer funds from the Finance and City Manager budgets into the new Professional Services Division
- 5) \$11,648 in funding to cover the seven monthly newsletters approved by Council.
- 6) Record \$3,440 for soccer referee fees and \$2,238 for baseball umpire fees.
- 7) Record \$15,000 in legal fees for the Adult Use regulation work
- 8) Record \$56,178 for two new police vehicles
- 9) Budget \$10,000 for printing and delivering a monthly newsletter

AGENDA ITEM

IOE

CMI

SOFT

OPENING

APRIL 1, 2012

TO BE SUBMITTED

AT A LATER DATE

3-26-2012

LICENSE AGREEMENT



THIS LICENSE AGREEMENT is entered into this _____ day of _____, 2012, by and between the **CITY OF MIAMI SPRINGS**, a Florida Corporation, hereinafter referred to as "City", and **SPRINGS ON THE GREEN, LLC.**, a Florida Limited Liability Corporation, hereinafter referred to as "Springs";

WITNESSETH:

WHEREAS, Springs on the Green, LLC., has approached the City to solicit authorization to utilize a small parking lot area owned by the City which adjoins the parking lot of a property recently purchased by Springs at 627 Eldron Drive, a site plan of the parking lot is attached hereto as Exhibit "A"; and,

WHEREAS, it has been represented to the City that Springs will improve, illuminate, landscape and maintain the proposed licensed parking area; and,

WHEREAS, Springs has also agreed to fully insure the entire parking area adjacent to its new office building, including the proposed licensed parking area, and to indemnify and hold the City harmless during its use of the parking area; and,

WHEREAS, the City Council of the City of Miami Springs has reviewed and discussed the proposal of Springs and has determined that, subject to the terms and conditions of this License Agreement, it is in the best interests of the city and its citizens to authorize the usage of the small city owned parking area by Springs for the limited purposes represented to the City:

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

RECITALS

The parties hereto acknowledge and agree that the recitals previously set forth herein are true and correct and may be relied upon by either party.

GRANT OF LICENSE

The City of Miami Springs hereby grants to Springs on the Green, LLC., a license to utilize the small parking lot area, owned by the City and identified on Exhibit "A" attached hereto, as part of the parking lot to be provided for use in the operation of its adjacent business office.

ACCEPTANCE OF LICENSE

Springs on the Green, LLC. hereby accepts the license granted by the City for the use of the City's small parking lot identified on Exhibit "A" attached hereto.

TERM OF LICENSE

This License Agreement shall begin on April 1, 2012 and continue through March 31, 2016.

RENEWAL OF LICENSE

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

TERMINATION OF LICENSE

This License Agreement may be terminated by either party hereto, without cause, by providing the other party written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective ninety (90) days from receipt of said written notice.

USE AND OPERATION OF THE LICENSED PREMISES

Springs on the Green, LLC. agrees to improve, illuminate, landscape and maintain the licensed parking lot area during the term hereof. In addition to the foregoing, Springs further agrees to allow the City the unrestricted use of the subject area for all appropriate City uses and activities.

LICENSEE FEE

Springs shall not be required to pay the City any fees for this agreement, which requires Springs to fully maintain and insure the licensed premises as compensation to the City.

ASSIGNMENT/SUBLICENSE

This License Agreement is not assignable and Springs shall not be permitted to sublicense or transfer the use of the City's small parking lot area authorized by this Agreement.

INSURANCE

Springs shall be required to obtain general liability insurance coverage in the amount of One Million (\$1,000,000) Dollars prior to the commencement of any usage of the licensed premises. The insurance coverage must be provided by a carrier approved by the City, authorized to issue coverage in the State of Florida, and rated A+ by the latest A.M. Best Key Rating Guide of insurance companies. The City shall be provided with an insurance certificate specifying it as an additional insured with respect to the operation of Springs and its use of the licensed premises hereof.

HOLD HARMLESS AND INDEMNIFICATION

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

RELATIONSHIP OF PARTIES

The parties hereto mutually acknowledge and agree that there is no business relationship between the City and Springs. It is further acknowledged that the operation of Springs is within the sole and exclusive discretion of Springs and that Springs is not an agent, representative, partner, employee or associate of the City.

PROHIBITED ACTIVITIES

Springs shall not use the premises for any unlawful purpose and shall comply with all laws and permitting requirements applicable now, or in the future, to the operation of the licensed premises. Springs shall not permit any offensive, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City, county or state on the licensed premises.

NON-DISCRIMINATORY PRACTICES

In the operation of the licensed premises, all management and operational services, including those activities related to direct contact with the public, and those involving the hiring, treatment and advancement of employees, Springs 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.

CORPORATE STATUS

Prior to the commencement of any usage of the licensed premises, Springs shall provide the City with a copy of its Articles of Incorporation and a current Corporate Status Certificate.

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 fee 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: Ronald K. Gorland, City Manager
201 Westward Drive
Miami Springs, FL 33166

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

Springs on the Green, LLC.
Attention: Manuel Perez-Vichot
1056 Hunting Lodge Drive
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.

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

THIS SPACE INTENTIONALLY LEFT BLANK

WITNESSES:

SPRINGS ON THE GREEN, LLC.
A Florida Limited Liability Corporation

Print Name: _____

BY: _____
MANUEL PEREZ-VICHOT, Manager

Print Name: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by Manuel Perez-Vichot, Manager of Springs on the Green, LLC., a Florida Limited Liability Corporation, on behalf of the Corporation. He is personally known to me, or has produced _____ (type of identification) as identification and did (did not) taken an oath.

Notary Public, State of Florida

Print, Type or Stamp Name of Notary Public

WITNESSES:
As to both signatories)

**CITY OF MIAMI SPRINGS,
a Florida Municipal Corporation**

BY: _____
Ronald K. Gorland, City Manager

Print Name: _____

ATTEST: _____
MAGALI VALLS, City Clerk

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by Ronald K. Gorland, City Manager and Magali Valls, City Clerk of the City of Miami Springs, a Florida Municipal Corporation, They are personally known to me or have produced _____ (type of identification) as identification and did (did not) taken an oath.

Notary Public, State of Florida

Print, Type or Stamp Name of
Notary Public

Magali Valls

From: Jan Seiden [jseiden@olsrhh.com]
Sent: Thursday, March 22, 2012 3:07 PM
To: Magali Valls
Subject: FW: 627 License Agreement

Magali, please provide a copy of this email stream to the city council within the agenda item on the License Agreement. JKS

Jan K. Seiden, Esq.
Orshan Lithman Seiden Ramos Hatton Huesmann & Fajardo, LLP
150 Alhambra Circle, Suite 1150
Coral Gables, Florida 33134
Tel: 305-858-0220
Fax: 305-854-6810

From: Tammy Romero [mailto:romerot@miamisprings-fl.gov]
Sent: Thursday, March 22, 2012 2:48 PM
To: Jan Seiden
Subject: FW: 627 License Agreement

Tammy Romero

Tammy Romero
Professional Services Supervisor/Procurement Specialist
CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, Fl. 33166
305-805-5035 Phone
305-805-5018 Fax
romerot@miamisprings-fl.gov

From: Tammy Romero
Sent: Thursday, March 22, 2012 2:20 PM
To: Ronald K. Gorland
Subject: FW: 627 License Agreement

Sorry forgot to copy you. See Jan's response below.

Tammy Romero

Tammy Romero
Professional Services Supervisor/Procurement Specialist
CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, Fl. 33166
305-805-5035 Phone
305-805-5018 Fax
romerot@miamisprings-fl.gov

3/22/2012

From: Tammy Romero
Sent: Thursday, March 22, 2012 2:10 PM
To: William Alonso
Subject: FW: 627 License Agreement

Response from Jan below...

Tammy Romero

Tammy Romero
Professional Services Supervisor/Procurement Specialist
CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, Fl. 33166
305-805-5035 Phone
305-805-5018 Fax
romerot@miamisprings-fl.gov

From: Jan Seiden [<mailto:JSeiden@olsrhh.com>]
Sent: Thursday, March 22, 2012 1:17 PM
To: Tammy Romero
Subject: Re: 627 License Agreement

Just leave it on the agenda and the questions and issues can be discussed at the meeting. I cannot agree with self perpetuating renewals in a governmental setting when new people are elected every two years, the standard city cancellation contract provision was expanded to 90 days from 30 days and I would not oppose making this provision applicable only after the first year of the contract (with city council approval), and I would not oppose a B+ insurance company (with city council approval. Please feel free to share this response with Ron, William, and Manny. JKS

Sent from my iPhone--JKS

On Mar 22, 2012, at 12:32 PM, Tammy Romero <romerot@miamisprings-fl.gov> wrote:

Forwarded to you per Willam's request below.

Tammy Romero

Tammy Romero
Professional Services Supervisor/Procurement Specialist
CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, Fl. 33166
305-805-5035 Phone
305-805-5018 Fax
romerot@miamisprings-fl.gov

From: William Alonso
Sent: Thursday, March 22, 2012 11:57 AM
To: Tammy Romero
Subject: Fw: 627 License Agreement

3/22/2012

Can you forward this to jan
William Alonso CPA, CGFO Finance Director City of Miami Springs. 201 Westward
Drive. (305) 805-5014

From: Manuel Perez-Vichot <mperez@sedainc.com>
Date: Thu, 22 Mar 2012 11:49:36 -0400
To: Ron Gorland<gorlandr@miamisprings-fl.gov>; 'William
Alonso'<alonsow@miamisprings-fl.gov>
Cc: <LoughlinG@gtlaw.com>
Subject: 627 License Agreement

Hello Ron,
Sorry I did not get back to you sooner, but I wanted the Agreement reviewed properly.
In general, the Agreement is acceptable but there are a couple of sections, RENEWAL OF LICENSE
and the TERMINATION OF LICENCE that in my opinion do not reflect the Council's intent.

RENEWABLE OF LICENSE-I suggest following " After March 31, 2016 This License Agreement shall
be automatically renewed and continue on a month to month basis unless terminated by the
parties pursuant the paragraph herein entitled " Termination of License ".

TERMINATION OF LEASE- My recollection is that a minimum period of 3 to 4 years was suggested
at the meeting and would seem reasonable before the 90 day termination without cause option. It
would not be fair to improve the property without some sort of time protection.
Finally the Insurance Policy from Coastal according to Tom Webb is, Grenada , a well established
Miami company rated B+. Coverage and everything else is fine but it is not an A + rated company.
Please discuss with Jan and advise,

Regards,

Manuel Perez-Vichot, AIA
Principal

Southeast Design
ARCHITECTURE • INTERIOR DESIGN

Mailing Address: P.O. Box 660498, Miami Springs, Florida 33266
T 305.871.1648 F 305.871.1734 E mperez@sedainc.com

Street Address: 5600 NW 36th Street, Suite #327, Miami, Florida 33122

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.455 / Virus Database: 271.1.1/4283 - Release Date: 03/21/12 19:34:00

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.455 / Virus Database: 271.1.1/4285 - Release Date: 03/21/12 19:34:00

3/22/2012

FACILITY AGREEMENT

THIS AGREEMENT is entered into this 1st day of May, 2012 by and between the **CITY OF MIAMI SPRINGS**, a Florida Corporation, hereinafter referred to as "**City**", and **Ricardo Rodriguez d/b/a "Miami Dade Aquatic Club", LLC.**, hereinafter referred to as "**MDAC**";

WITNESSETH:

WHEREAS, MDAC has approached the City to solicit authorization to utilize the Swimming Pool to conduct classes Monday through Friday mornings and evenings and Saturday morning; and,

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

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

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

USE OF PREMISES

The City of Miami Springs hereby grants to **MDAC** the right to use the swimming pool as follows:

Fall/Winter Schedule from April 30, 2012 to June 10, 2012 and August 27, 2012 to April 29, 2013

Monday through Friday from 4:45 A.M. to 6:30 A.M.

Monday through Friday from 5:00 P.M. to 7:00 P.M.

Summer schedule from June 11, 2012 to August 26, 2012

Monday through Friday from 8:00 A.M. to 10:00 A.M.

Monday through Friday from 4:00 P.M. to 6:00 P.M.

Saturday from 8:30 A.M. to 11:00 A.M.,

for the operation of a program known as **MDAC**, upon the terms and conditions set forth herein. Notwithstanding the foregoing, the City reserves the right to utilize the areas being provided to **MDAC** upon reasonable advance notice for City related or sponsored activities. The City also requires that **MDAC** to leave a lane open at the deep end of the pool at all times, and to have a coach/representative on the premises until all swimmers have left the facility.

PAYMENTS FOR USAGE

MDAC agrees to pay the City a monthly use fee of one thousand dollars (\$1,000.00) which is due, in advance, on the first of each month commencing May 1, 2012 and ending with final payment on April 1, 2013. Payments received more than 10 days after the due date will be subject to a twenty dollar (\$20.00) per day late payment fee.

MAINTENANCE OF PREMISES

MDAC agrees to clean and maintain the area used for its activities so that it is returned to the City in the same condition as received (i.e. swimming caps, goggles, equipment, boards, water bottles and drinks). In the event that **MDAC** does not comply with this clean up and maintenance provision, **MDAC** agrees to reimburse the City for the actual costs incurred in cleaning the facility following its usage.

ACCEPTANCE OF AGREEMENT

MDAC hereby accepts this agreement granted by the City for the use of the Miami Springs Pool for the operation of and **MDAC** program upon the terms and conditions set forth herein.

TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year beginning on May 1, 2012 and continue through April 30, 2013.

RENEWAL OF AGREEMENT

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

TERMINATION OF AGREEMENT

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

INSURANCE

MDAC shall, at all times during the term hereof, maintain insurance coverage in the amount of \$1,000,000, (One million dollars) which shall also name the City as an additional insured under the policy. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage shall be furnished to the City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be cancelled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to the City. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that **MDAC** shall, at any time, upon request, file duplicate copies of the policies of such insurance with the City.

HOLD HARMLESS AND INDEMNIFICATION

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

and representation to the City, its officials, employees, and representatives for any incident that may occur during the term hereof.

PROHIBITED ACTIVITIES

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

COMPLIANCE WITH CITY SAFETY RULES, REGULATIONS AND PROCEDURES

MDAC agrees to abide by all City safety rules, regulations and procedures during its use of the City swimming pool. In addition, all personnel in any manner involved with the operation and activities of **MDAC** must successfully comply with the City's background investigation and fingerprinting policy and procedures. Further, **MDAC** acknowledges the existence of the City's Thorguard Lighting Early Warning System and agrees to follow the procedures established by the City for safety compliance should the system be activated during **MDAC** use of the City's pool.

NONDISCRIMINATION

MDAC represents and warrants to the City that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the performance of this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. **MDAC** further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap,

marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ASSIGNMENT

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

ATTORNEY FEES AND COSTS

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

NOTICES

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

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

CITY OF MIAMI SPRINGS
Attention: Ronald K. Gorland, City Manager
201 Westward Drive
Miami Springs, FL 33166

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

Miami Dade Aquatic Club
10015 SW 2 Terrace
Miami, Florida 33174

MISCELLANEOUS PROVISIONS

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

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

C. That should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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

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

F. That **MDAC** has not been procured and is being engaged to provide services to the City as an Independent Contractor, and not as an agent or employee of the City. Accordingly, **MDAC** shall not attain, nor be entitled to, any rights or benefits under the

Civil Service or Pensions Ordinances of the City, nor any rights generally afforded civil services or non-civil service employees. **MDAC** further understands that Florida Worker's Compensation benefits available to employees of the City are not available to it, and it agrees to provide workers' compensation insurance for any employee or agent rendering services.

THIS SPACE INTENTIONALLY LEFT BLANK

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

Miami Dade Aquatics Club, LLC.

WITNESSES:

Print Name: _____

By: _____

Ricardo Rodriguez

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Ricardo Rodriguez, Owner of Miami Dade Aquatic Club. He is personally known to me or has produced _____ as identification, and did take an oath.

Notary Public, State of Florida

COMMISSION:

WITNESSES:

Print Name: _____

Print Name: _____

CITY OF MIAMI SPRINGS

By: _____

RONALD K. GORLAND,
City Manager

ATTEST: _____

Magalí Valls,
City Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by RONALD K. GORLAND, City Manager and Magalí Valls, City Clerk of the City of Miami Springs, Florida. They are personally known to me or have produced _____ as identification, and did take an oath.

Notary Public, State of Florida

COMMISSION:

