

SEPTEMBER 20, 2012 5



CITY OF MIAMI SPRINGS, FLORIDA
COURTESY NOTICE
SECOND BUDGET PUBLIC HEARING

All concerned citizens are invited to attend the second and final Public Hearing on the Fiscal Year 2012-2013 Budget, to be held on Monday, September 24, 2012 at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida.

The final budget will be adopted at that time.

Magali Valls, CMC
City Clerk

RESOLUTION NO. 2012-3561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR GENERAL OPERATIONS FOR THE CITY OF MIAMI SPRINGS FOR THE FISCAL YEAR 2012-2013; PROVIDING FOR AN EFFECTIVE DATE



WHEREAS, the City Council of the City of Miami Springs, Florida held the first of two public hearings on September 10, 2012 as required by Florida Statutes 200.065 to discuss the proposed operating ad valorem levy; and,

WHEREAS, the City Council of the City of Miami Springs, Florida held the first of two public hearings on September 10, 2012 as required by Florida Statutes 200.065 to discuss the proposed operating budgets of the City of Miami Springs for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013; and,

WHEREAS, the City Council of the City of Miami Springs, Florida, is considering the passage of two resolutions following the second required public hearing adopting the proposed operating ad valorem tax rate, concurrent with the proposed operating budgets; and,

WHEREAS, the value of real property not exempt from taxation within the City of Miami Springs, Florida has been certified by the Miami-Dade County property appraiser and reflects a current year adjusted taxable value of **\$876,429,126**; and,

WHEREAS, the second public hearing was duly noticed, advertised and held on September 24, 2012.

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

Section 1: That the Fiscal Year 2012-2013 OPERATING millage rate for the City of Miami Springs, Florida is **7.2446 mills**, representing a **6.73%** increase from the rolled back rate of **6.7875 mills**.

Section 2: That this resolution shall take effect immediately upon its adoption.

NOTICE OF PROPOSED TAX INCREASE

The City of Miami Springs, Florida has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

- A. Initially proposed tax levy \$6,101,328
 - B. Less tax reductions due to Value Adjustment Board and other assessment changes \$ 219,571
 - C. Actual property tax levy \$5,881,757
- This year's proposed tax levy \$6,349,378**

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**Monday September 24, 2012
at 7 PM**

at

CITY OF MIAMI SPRINGS

Council Chambers - 2nd Floor
201 Westward Drive
Miami Springs, Florida 33166

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

9/20

12-211/1948672M

BUDGET SUMMARY CITY OF MIAMI SPRINGS FISCAL YEAR 2012-2013

*THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF MIAMI SPRINGS ARE 1.0% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

	General Fund	Debt Service Fund	Special Revenue Fund	Enterprise Fund	Total Budget
CASH BALANCE BROUGHT FORWARD	\$ -	\$ 50,000	\$ 290,469	\$ 213,972	\$ 554,441
ESTIMATED REVENUES					
Taxes: Millage per \$1,000 7.2446					
Ad Valorem Taxes	\$ 6,031,910	\$ -	\$ -	\$ -	\$ 6,031,910
Excise Taxes	2,682,893	-	-	-	2,682,893
Licenses and Permits	679,500	-	-	-	679,500
Intergovernmental Revenues	1,857,641	-	824,000	-	2,481,701
Charges for Services	1,546,826	-	18,375	2,543,028	4,108,029
Fines and Forfeitures	615,000	-	-	-	615,000
Investment Income	19,000	-	10,000	500	29,500
Miscellaneous Revenues	273,114	-	-	-	273,114
Interfund Transfers	530,000	519,478	150,071	-	1,200,449
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 14,235,484	\$ 519,478	\$ 803,406	\$ 2,543,528	\$ 18,101,896
TOTAL ESTIMATED REVENUE BALANCES	\$ 14,235,484	\$ 569,478	\$ 1,093,876	\$ 2,757,600	\$ 18,656,337
Expenditures/Expenses					
General Government	\$ 2,372,099	\$ -	\$ -	\$ -	\$ 2,372,099
Public Safety	4,411,932	-	148,837	-	4,560,499
Public Works	1,556,154	-	583,193	2,180,228	4,319,575
Recreation and Culture	3,212,230	-	362,046	-	3,574,276
Bond Principal and Interest	-	669,478	-	47,271	616,750
Unclassified Accounts/Transfers-Out	514,176	-	-	530,000	1,044,176
TOTAL EXPENDITURES/EXPENSES	\$ 14,066,511	\$ 569,478	\$ 1,093,876	\$ 2,757,500	\$ 18,487,365
Reserves	\$ 168,972	\$ -	\$ 0	\$ 0	\$ 168,972
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	\$ 14,235,484	\$ 569,478	\$ 1,093,876	\$ 2,757,500	\$ 18,656,337

THE TENTATIVE, ADOPTED AND/OR FINAL BUDGETS ARE ON FILE IN THE FINANCE DEPARTMENT OF THE CITY OF MIAMI SPRINGS, FLORIDA AS A PUBLIC RECORD

9/20

12-212/1948675M

RESOLUTION NO. 2012-3562

09-24-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA ADOPTING THE FINAL GENERAL FUND, SPECIAL REVENUE FUNDS, DEBT SERVICE FUND, AND ENTERPRISE FUND BUDGETS FOR THE FISCAL YEAR 2012-2013; AUTHORIZING THE CITY MANAGER TO PROCEED WITH IMPLEMENTATION OF SERVICE PROGRAMS AND PROJECTS; PROHIBITING UNAUTHORIZED LIABILITIES AND EXPENDITURES OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Miami Springs, Florida held the first of two public hearings on Monday, September 10, 2012 as required by Florida Statutes 200.065 to discuss the proposed operating budgets of the City of Miami Springs for the Fiscal Year 2012-2013 beginning October 1, 2012 and ending September 30, 2013; and,

WHEREAS, the first public hearing was duly noticed and advertised; and,

WHEREAS, at the first public hearing the City Council of the City of Miami Springs, Florida set forth the proposed expenditures, appropriations, and revenue estimates for the Fiscal Year 2012-2013 operating budgets for all funds totaling **\$18,656,337**; and,

WHEREAS, the second public hearing was duly noticed, advertised and held on September 24, 2012; and,

WHEREAS, the Administration has confirmed the revenue projections as presented at the first public hearing in the amount of **\$18,656,337**;

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

Section 1: That the following final operating budgets for the general fund, special revenue funds, debt service fund, and enterprise fund are hereby adopted for the Fiscal Year 2012-2013 beginning October 1, 2012 and ending September 30, 2013:

<u>Funds</u>	<u>Revenues & Reserves</u>	<u>Expense Appropriations and Reserves</u>
General Fund:	\$14,235,484	\$14,235,484
Special Revenue Funds:	1,093,875	1,093,875
Debt Service Fund:	569,478	569,478
Enterprise Fund:	<u>2,757,500</u>	<u>2,757,500</u>
TOTALS	<u>\$18,656,337</u>	<u>\$18,656,337</u>

Section 2: That the City Manager is hereby authorized to proceed with implementation of the service programs and projects provided for in the budget, consistent with the City Code and policies established by the City Council.

Section 3: That no liabilities shall be incurred or monies expended by any officer or employee of the City except in accordance with provisions of the budget or duly adopted amendments thereto.

Section 4: That this resolution shall take effect immediately upon adoption for the fiscal year which will begin on October 1, 2012 through September 30, 2013.

(THIS SPACE INTENTIONALLY LEFT BLANK)

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 24th day of September, 2012.

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

Vice Mayor Lob	" "
Councilman Best	" "
Councilwoman Bain	" "
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



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING AND ADOPTING THE CURRENT CITY EMPLOYEE "PAY PLAN" FOR FISCAL YEAR 2012-2013; RESERVING THE RIGHT AND AUTHORITY TO AMEND OR SUPPLEMENT THE PLAN; EFFECTIVE DATE.

WHEREAS, Ordinance 993-2010 was passed on August 23, 2010, authorizing and directing the annual internal review and approval of the City Employee "Pay Plan", and,

WHEREAS, Ordinance 993-2010, as currently codified in the Code of Ordinance Section 34-19(B), further directed the annual approval of the City "Pay Plan" by Resolution in conjunction with the City Council's adoption of the City's annual budget; and,

WHEREAS, the City Council of the City of Miami Springs is desirous of approving the City current "Pay Plan" for Fiscal Year 2012-2013 following its internal review as part of the City's budget adoption process:

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

Section 1: That the current City Employee "Pay Plan", attached hereto as Exhibit "A", is hereby approved and adopted for the Fiscal Year of 2012-2013.

Section 2: That the City Council hereby reserves the right and authority to amend or supplement the City Employee "Pay Plan" at any and all times as may be determined to be in the best interests of the City by City Council resolution.

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

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this 24th day of September, 2012.

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

Vice Mayor Lob	" _____ "
Councilman Best	" _____ "
Councilwoman Bain	" _____ "
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

POSITION CLASSIFICATION AND PAY PLAN

FISCAL YEAR 2012-13

CIVIL SERVICE/NON CIVIL SERVICE EMPLOYEES

POSITION	PAY GRADE	FY2012-13	
		PAY RANGE	
		MINIMUM	MAXIMUM
MAINTENANCE WORKER I	8	22,541	33,421
PRO SHOP CLERK	8	22,541	33,421
CLERICAL ASSISTANT	9	23,149	34,326
EQUIPMENT OPERATOR	10	23,726	35,181
MAINTENANCE WORKER CREW LEADER	10	23,726	35,181
MAINTENANCE WORKER II	10	23,726	35,181
REFUSE COLLECTOR	10	23,726	35,181
TREE TRIMMER	10	23,726	35,181
REFUSE TRUCK DRIVER	13	25,549	37,886
HEAVY EQUIPMENT OPERATOR	14	26,191	38,839
ADMINISTRATIVE ASSISTANT I	15	26,845	39,810
BUILDING SPECIALIST I	15	26,845	39,810
MATERIALS MANAGEMENT CLERK	15	26,845	39,810
POLICE ADMINISTRATIVE SPECIALIST I	15	26,845	39,810
RECREATION SPECIALIST	15	26,845	39,810
ACCOUNTING CLERK I	16	27,512	40,806
ACCOUNTING CLERK II	18	28,904	42,872
AUTOMATED EQUIPMENT OPERATOR	19	29,633	43,946
BUILDING MAINTENANCE SPECIALIST	19	29,633	43,946
POLICE DISPATCHER I	19	29,633	43,946
POLICE DISPATCHER II	21	31,128	46,169
ACCOUNTING CLERK III	22	31,909	47,318
ADMINISTRATIVE ASSISTANT II	22	31,909	47,318
BUILDING SPECIALIST II	22	31,909	47,318
ADMINISTRATIVE ASSISTANT III	24	33,527	49,715
PARKS MAINTENANCE FOREMAN	24	33,527	49,715
OPERATIONS SUPERVISOR	24	33,527	49,715
INFORMATION ADMINISTRATIVE SPECIALIST II	24	33,527	49,715
CODE COMPLIANCE OFFICER	25	34,361	50,960
POLICE COMMUNICATIONS SUPERVISOR	26	35,218	52,234
AQUATICS DIVISION SUPERVISOR	28	37,007	54,875
SPORTS DIVISION SUPERVISOR	28	37,007	54,875
PROGRAMS DIVISION SUPERVISOR	28	39,484	58,065
BUILDING AND CODE COMPLIANCE SUPERVISOR	29	37,604	55,300
* DEPUTY CITY CLERK	29	37,604	55,300
EXECUTIVE SECRETARY	29	37,604	55,300
PROCUREMENT SUPERVISOR	29	37,604	55,300
HUMAN RESOURCES SPECIALIST	29	37,604	55,300
* ASSISTANT INFORMATION TECHNOLOGY MANAGER	37	46,212	68,534
* GOLF COURSE MAINTENANCE SUPERINTENDENT	37	46,212	68,534
* GRANTS WRITER/PUBLIC INFORMATION SPECIALIST	37	46,212	68,534
PROFESSIONAL SERVICES SUPERVISOR	37	46,212	68,534
OPERATIONS SUPERINTENDENT	37	46,212	68,534
* ELDERLY SERVICES DIRECTOR	40	49,767	73,805
* ASSISTANT PUBLIC WORKS DIRECTOR	40	49,767	73,805
* INFORMATION TECHNOLOGY/ACCOUNTING SYSTEMS ANALYST	40	52,255	77,495
* CITY PLANNER	44	54,930	81,466
* POLICE LIEUTENANT	44P	61,440	89,324
* HUMAN RESOURCES DIRECTOR/RISK MANAGER	45	56,305	83,501
* COMPTROLLER	46	63,316	92,063
* INFORMATION TECHNOLOGY DIRECTOR	46	63,316	92,063
* POLICE CAPTAIN	46P	64,546	93,851
* GOLF PRO	46	63,316	92,063
* BUILDING AND CODE COMPLIANCE DIRECTOR	49	71,850	95,799
* RECREATION/GOLF DIRECTOR	49	71,850	95,799
* PUBLIC WORKS DIRECTOR	49	71,850	95,799
* CITY CLERK	49C	71,850	99,014
* BUILDING OFFICIAL	50	74,817	112,227
* POLICE DIRECTOR	50	74,817	112,227
* CHIEF OF POLICE	50P	76,270	114,406
* ASSISTANT CITY MANAGER-FINANCIAL SERVICES	50M	84,125	125,489
* NON CIVIL SERVICE			



CITY OF MIAMI SPRINGS
 Recreation/Golf Department
 650 Curtiss Parkway
 Miami Springs, FL 33166-5259
 Phone: (305) 805-5180
 Fax: (305) 805-5192

Agenda Item No.

City Council Meeting of:

09-24-2012

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager

FROM: Mike Aldridge, PGA Golf Professional Class A

DATE: September 12, 2012

RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve an expenditure in an amount not to exceed \$ 3,400.00, "on an as needed basis" to Land & Sea for fuel and oil, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

Additional funds requested due to increase in fuel cost and consumption increase due to added cultural/mechanical activities needed for turf recovery from a heavier winter season.

COST:	Previously approved by Council	\$40,700.00
	Current approval request	\$ 3,400.00
	Total Approval Amount	\$44,100.00

FUNDING: Funds available under Recreation Department/Golf Course Maintenance

PROFESSIONAL SERVICES APPROVAL:



CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5014
Fax: (305) 805-5018

Agenda Item No.

City Council Meeting of:

09-24-2012

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager

FROM: William Alonso, Assistant City Manager/Finance Director

DATE: September 12, 2012

RECOMMENDATION:

Recommendation that Council approve an expenditure to SP Group, the lowest responsible quote in an amount not to exceed **\$11,500.00**, for Landscaping Site Master Planning, pursuant to Section §31.11(C) (2) of the City Code.

DISCUSSION:

CMI and the City are diligently working on closing all pending construction items for the Mansion, as it is in the best interest of all of us to open the Curtiss Mansion doors as soon as possible.

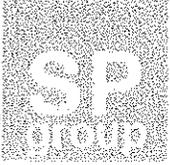
CMI has obtained 4 quotes for Landscape Site planners; SP Group Attachment "A", Carrie Steinbaum Attachment "B", Ignacio F. Bunster-Ossa Attachment "C" and Scarlet Hammons Attachment "D". All the responses were reviewed and evaluated by JoEllen, Roy Rodriguez and Manuel Perez-Vichot of CMI. As well, James Holland, City Planner and Tammy Romero, Professional Services Supervisor reviewed the quotes.

SP Group was determined to be the lowest most responsive responsible quote for Landscape Site Planning. As always, CMI will manage the design process and all the scope of work involved with the hired Architects.

COST: \$ 11,500.00

FUNDING: Historic Tax Credit proceeds or City reserves based on Council's decision

PROFESSIONAL SERVICES APPROVAL:



September 12th, 2012

*Mrs. Jo Ellen Phillips
Curtiss Mansion Inc.*

Re: Curtiss Mansion
Landscape-Site Master Planning

*via email and hardcopy
joellen@adkins1.com*

Dear Jo Ellen:

Thank you for the opportunity to submit this proposal to you for our design services. As project Landscape Architects, we will be working closely with you and the rest of the design team to create a unique solution for the exterior environment at Curtiss Mansion. As per our conversation and meeting, we are pleased to offer you the following scope of services and fee structure.

SCOPE OF WORK

At Grade Level, Inclusive of:

- Site Planning
- Planting design
- Irrigation design
- Landscape lighting design
- Hardscape design

Common Areas, Inclusive of:

- Paving patterns
- Plaza/ Seating areas
- Planting design
- Irrigation design
- Landscape lighting design
- Hardscape design

SCOPE OF SERVICES

Kick Off Meeting

We will meet with yourself and the design team to confirm program criteria, schedule, deliveries and budgets.

11442 NW 48th Court
Coral springs, FL, 33076
p 754.264.9152 p 305.778.7136
spgroupdesign.com

landscape + hardscape

Preliminary / Conceptual Design

We will work to develop the master plan and common area concepts. A rendered conceptual landscape plan will be prepared along with additional drawings to accurately outline our design intent.

DESIGN DEVELOPMENT

Based on your review of the conceptual documents, we will refine the selected concepts and commence work on the more detailed drawings of this phase.

We will begin to fix and describe the elements, which will set the character of the project. At this time, we will address all of the program elements in detail. Drawings will be at the same scale as the contract documents and include:

- *Layout Plans* that include layout of areas approved in the preliminary design phase
- *Planting Plans* with specifications and quantities of material for bidding and budgetary purposes
- *Irrigation Plan* coordination with MEP and Civil on feasible water sources
- *Exterior Landscape Lighting Plans* for accenting landscape with specifications and quantities for budgetary purposes
- *Design Details* of select areas such as fountains and raised planters to be carried over into the Construction Documents phase

These drawings will essentially be a first pass set of contract documents.

CONTRACT DOCUMENTS

Based upon approved Design Development Documents, SP Group will provide the following:

A) *Layout Plan: This plan shall reflect the location and dimensioning of the following elements:*

- Special pavement materials (*type, location and patterns*)
- Exterior lighting fixtures (*pedestrian and landscape lighting*)
- Planters
- Plazas/Common area paving

B) *Planting Plan*

- Existing tree Disposition /
- Irrigation
- Tree and shrubs
- Ground cover
- Special Material
- Planting details
- Specifications

C) *Irrigation Plan*

- Irrigation plan
- Specifications

D) *Lighting Layout Plan (location and fixture description only)*

- Landscape lighting

Note: This plan is representative of lighting location layout only. All electrical photometrics, circuitry, loading, etc., shall be the responsibility of others.

E) **Design Details**

The following site design details and finishes shall be provided:

- o Decorative walls
- o Garden elements
- o Pavers / Pavement
- o Water features (*Design Only*)
- o Planters

Note: The pool contractor shall provide final engineered shop drawings for all water features designed. The architect or engineer shall provide all construction drawings for all hardscape-designed elements.

BIDDING PHASE

The Landscape Architect following the owner's approval of the construction documents shall assist the owner in obtaining and reviewing bids.

CONTRACT ADMINISTRATION

We will make 2 site visits at intervals appropriate to the various stages of landscape construction to:

- o To observe the installation of irrigation, landscape lighting, specialty paving and plant materials.
- o Lastly, upon completion of the project we will prepare a punch list for final inspection.

COMPENSATION

Our fee for the aforementioned basic service agreement is \$11,500.00 broken down as follows:

- Retainer to Initiate Services.....\$3,000.00
- Due upon completion of Preliminary Design.....\$4,000.00
- Due upon completion of Design Development.....\$3,500.00
- Due upon completion of Contract Documents.....\$1,000.00

Payments for basic services shall be billed monthly and shall be proportion to services performed within each phase of service. All co-ordination meetings in South Florida are included in the above referenced fee.

GENERAL TERMS AND CONDITIONS

All fees and reimbursable expenses will be invoiced monthly and are payable net forty-five (45) days. In the event payment is not received within forty-five (45) days of invoice date, the balance outstanding shall be subject to interest at the rate of 1-1 ½ % (percent) per month.

In the event payment is not made according to terms herein set forth, SP Group, Inc., at its option may stop work on the project until payment is received and not be in default under the terms and conditions of this agreement.

The owner agrees that this agreement shall be interpreted according to the laws of the state of Florida, and to reimburse SP Group, Inc. for reasonable attorney fees that it may expend in enforcing this agreement.

ADDITIONAL SERVICES

The following services are not included in basic services. They shall be provided if authorized or confirmed in writing by the Owner.

- a) Making revisions in drawings or other documents when such revisions are inconsistent with approvals or instructions previously given; are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Landscape Architect.
- b) Preparing a set of reproductive record drawings showing significant changes in the work made during construction.
- c) Providing any other service not customarily furnished in accordance with generally accepted Landscape Architectural Service.
- d) Color renderings of the project are not included in this proposal, but are available upon request. Our fee for this will be determined at time of request.
- e) Selection of landscape plant material at nurseries in South Florida.
- f) Site visits above the {2} in the basic service agreement

Our hourly rates are as follows:

- Principal Time..... \$150.00 per hour
- Associate Time.....\$100.00 per hour

If the project is suspended or abandoned in whole or in part for more then three months, the Landscape Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses.

Thank you for the opportunity to submit this proposal, I look forward to working with you until the completion of the project. If you have any questions, please do not hesitate to call.

Should you find this proposal acceptable, please sign and return one copy along with the retainer to initiate work.

Favio Perez, President, A.S.L.A.

client

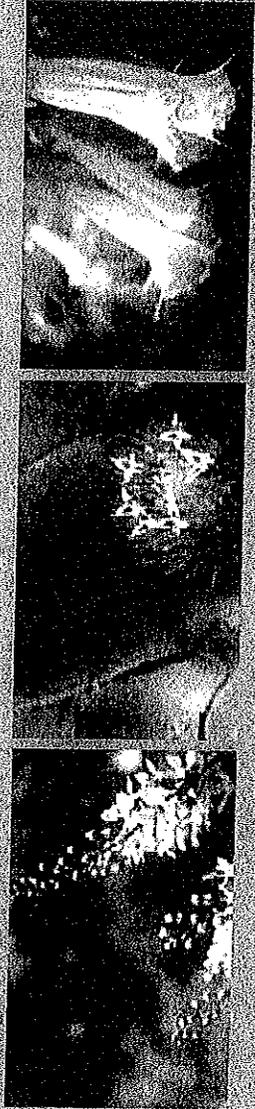
AGREED and **ACCEPTED** on this _____ day of _____, 2012.

Please make check payable to: **SP Group Design**
754.264.9152 - 305.778.7136 . www.spgroupdesign.com

Handwritten notes:
Kathy Wilson
954-989-3853 *
Excellent Response

18438 SW. 25 St

SPgroup | LANDSCAPE DESIGN PORTFOLIO
RESIDENTIAL • COMMERCIAL • HOSPITALITY



WITKIN HULTS DESIGN GROUP

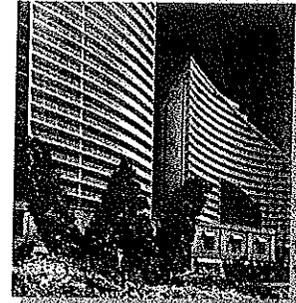
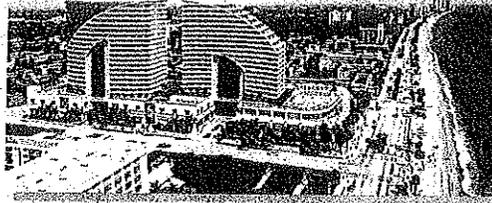
MAIN OFFICE
307 S. 21 Avenue
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(954) 969-3853

www.witkindesign.com

BRAZIL OFFICE
Av. Ruy Frazão Soares, 191
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55 11 7272 - 6852

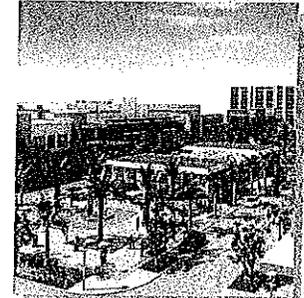
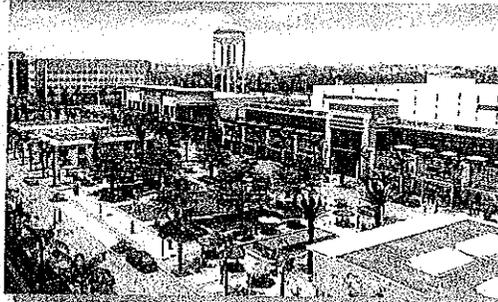
W Hotel
& Residences
FORT LAUDERDALE, FLORIDA

2010 ULI Vision Award's
'Project of the Year'
Finalist

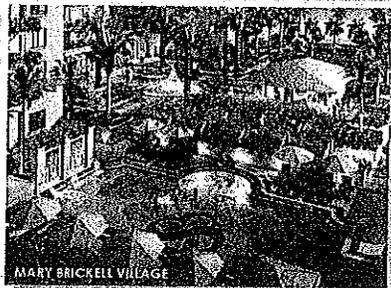
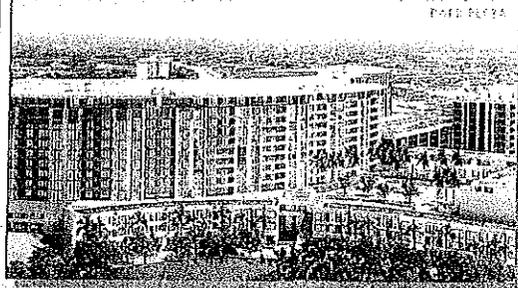
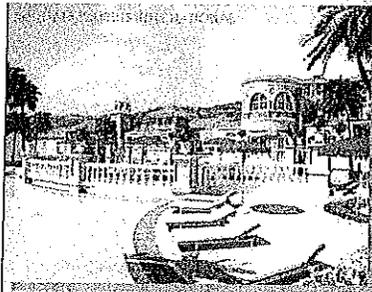


Sheridan Station
Transit Oriented Development
HOLLYWOOD, FLORIDA

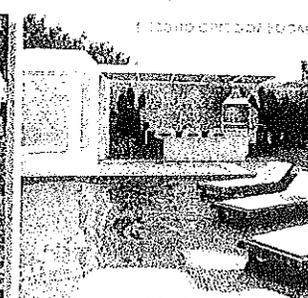
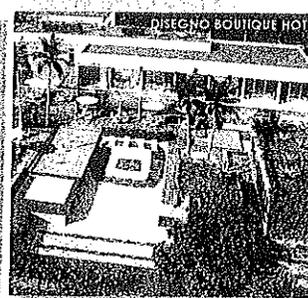
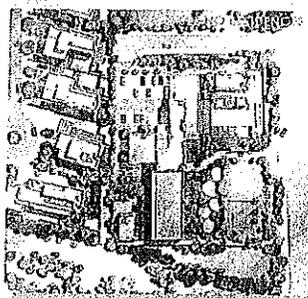
2009 ULI Vision Award's
'Dream Green'
'Project of the Year'
Recipient



RECENT WORK FROM OUR SOUTH FLORIDA OFFICE...



RECENT WORK FROM OUR BRAZIL OFFICE...

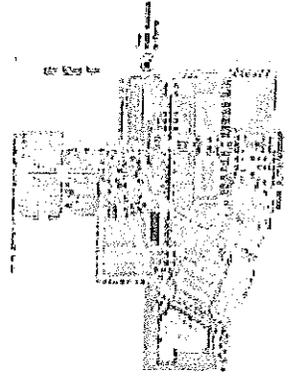
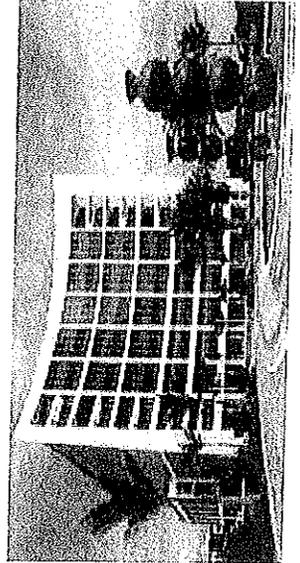
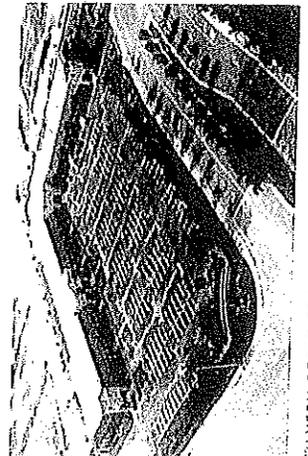
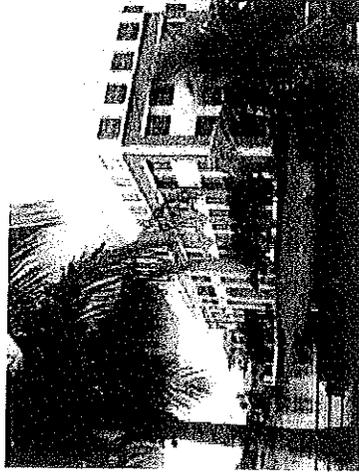
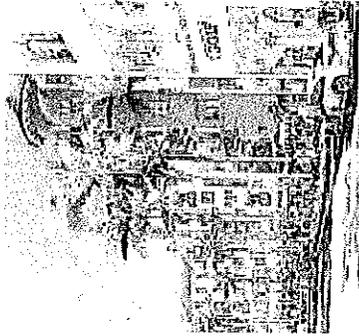
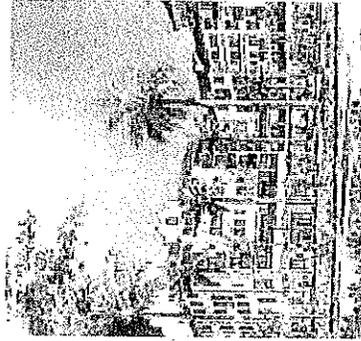
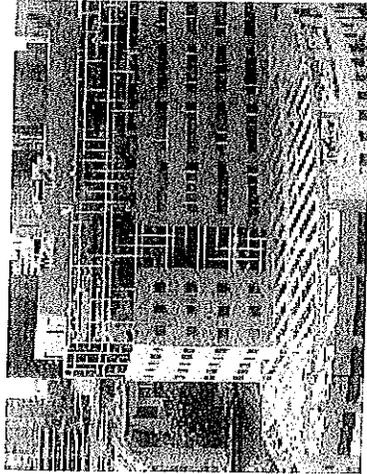
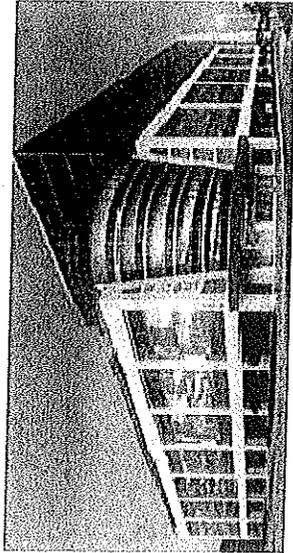


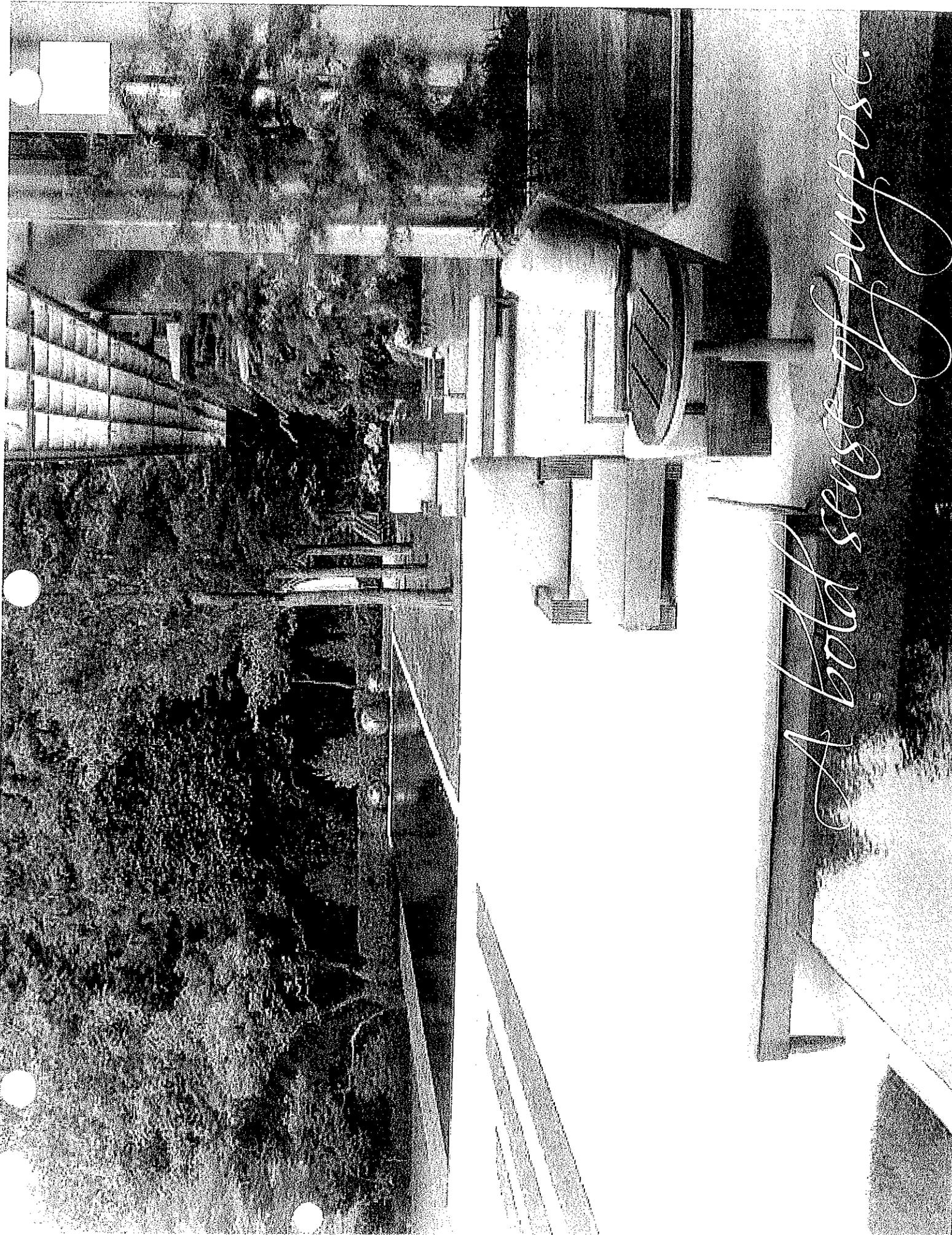
landscape architecture and planning

RESIDENTIAL • COMMERCIAL • HOSPITALITY

Samples of Commercial Design Projects Include:

- Landmark at Doral (Project Managers, City of Doral, Florida)
- One Riverview Square (Project Managers, Miami, Florida)
- Park Square at Doral (Contributing Members, City of Doral, Florida)
- Commercial Complexes (Project Managers, Florida)



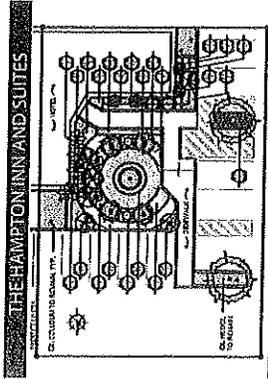
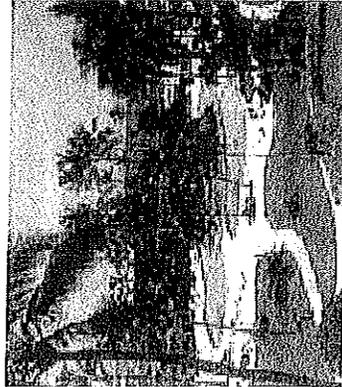
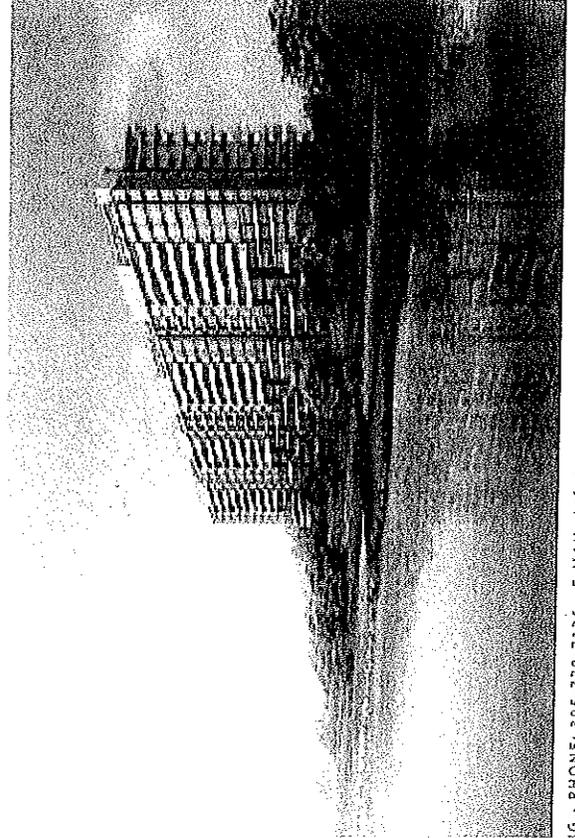
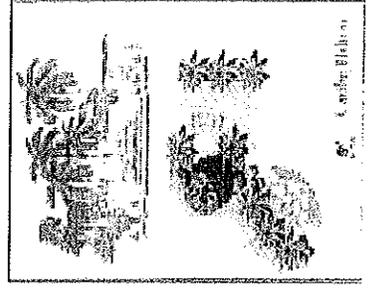


A bold sense of purpose.

RESIDENTIAL • COMMERCIAL • HOSPITALITY

Samples of Hospitality Design Projects Include:

- Hampton Inn and Suites (Miami, Florida)
- Cap Juluca (Contributing Member, Anguilla)
- Caribe Hilton (Contributing Member, San Juan, Puerto Rico)



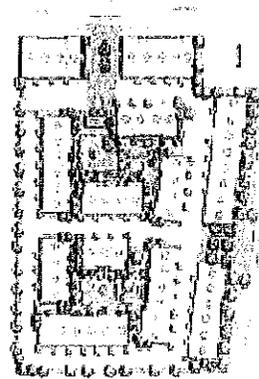
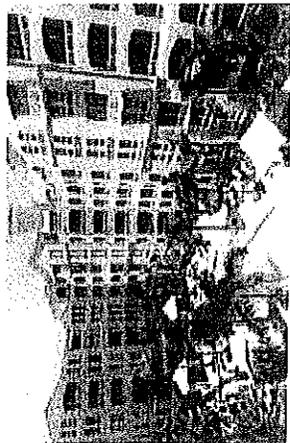
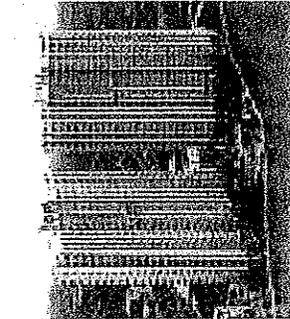
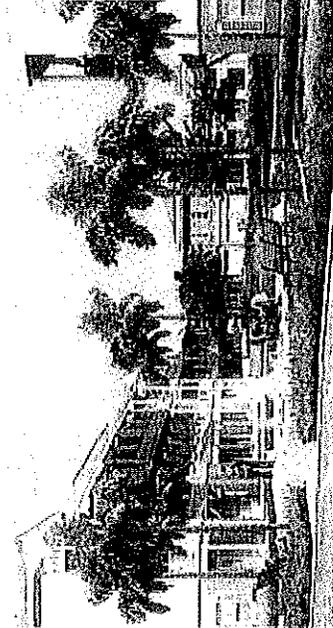
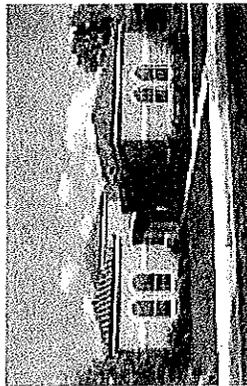
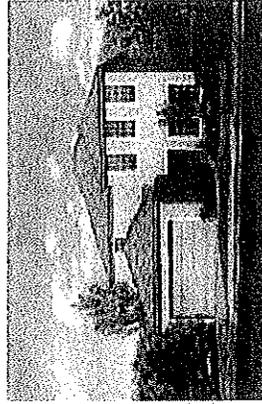
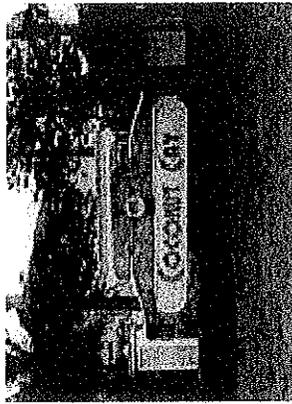
THE HAMPTON INN AND SUITES

PLANT	SYMBOL	PLANT	SYMBOL	PLANT	SYMBOL
1. PALM TREE	(Symbol)	11. BANYAN TREE	(Symbol)	21. COCONUT PALM	(Symbol)
2. CASHEW TREE	(Symbol)	12. MANGROVE	(Symbol)	22. DATE PALM	(Symbol)
3. COCONUT PALM	(Symbol)	13. TROPICAL BIRCH	(Symbol)	23. AVOCADO	(Symbol)
4. DATE PALM	(Symbol)	14. TROPICAL BIRCH	(Symbol)	24. MANGO	(Symbol)
5. MANGO	(Symbol)	15. TROPICAL BIRCH	(Symbol)	25. LEMON LIME	(Symbol)
6. LEMON LIME	(Symbol)	16. TROPICAL BIRCH	(Symbol)	26. GUAVA	(Symbol)
7. GUAVA	(Symbol)	17. TROPICAL BIRCH	(Symbol)	27. PINEAPPLE	(Symbol)
8. PINEAPPLE	(Symbol)	18. TROPICAL BIRCH	(Symbol)	28. BANANA	(Symbol)
9. BANANA	(Symbol)	19. TROPICAL BIRCH	(Symbol)	29. MANGO	(Symbol)
10. MANGO	(Symbol)	20. TROPICAL BIRCH	(Symbol)	30. LEMON LIME	(Symbol)

RESIDENTIAL • COMMERCIAL • HOSPITALITY

Samples of Residential Design Projects Include:

- ▣ Gables Aventura Community (Project Managers, Aventura, Florida)
- ▣ Alaquá Condominium (Contributing Members, Aventura, Florida)
- ▣ Tao Condominium (Contributing Members, Plantation, Florida)
- ▣ The Island Condominium (Contributing Members, Grand Cayman)
- ▣ W Hotel & Residences (Contributing Members, Fort Lauderdale)
- ▣ Coconut Cay (Contributing Members, North Miami, Florida)
- ▣ Whispering Woods (Contributing Members, WPB, Florida)
- ▣ Parkside Square (Contributing Members, Delray, Florida)
- ▣ Over Fifty Private Residences (Project Managers, Florida & Grand Cayman)



Registered Landscape Architect, LEED@ AP
150 SE 25th Rd. Suite 9-j
Miami, FL 33129
W:305-398-3838 C: 305-495-0199 F: 305-358-6667

July 9, 2012
JoEllen Phillips, President
Curtiss Mansion Inc. (CMI)
500 Deer Run
Miami Springs, FL 33166

Re: Proposal to provide Professional Landscape Architectural Services for the Curtiss Mansion Site Development

Dear JoEllen,

On behalf of the Carrie Steinbaum, P.A., I am delighted to present this proposal for landscape schematic design and Design development services for this wonderful historic mansion.

Our scope of services will include:

- Research and analysis of mansion and site history
- Evaluation of site features and constraints;
- Assessment of existing tree canopy;
- Collaboration with architect, Boukman Mangones during the design process
- Conceptual Landscape design
- Hardscape design that may include: Integration and Design of specified Landscape Architectural Features such as Pergola/Trellis; Pedestrian and Vehicular Hardscape Surfaces; Landscape Lighting Conceptual Design; Landscape Grading; Other Project Specific Design Elements as developed and approved in the conceptual design phase of our scope.

At this time, the design work will consist of two of three typical phases:

1. **Schematic Design**, which will consist of one design solution, solution following sufficient consultation with you to determine design preferences and ideas. Should the Landscape Architect deem it necessary, one alternative design solution shall be included within the scope of this contract. The end product will address, in conceptual fashion, the overall intent and scope for this project.
2. **Design Development** will consist of design team and client interaction to refine the direction and client needs for the project. It will also provide the basis for a preliminary opinion of cost for implementation of the Project.

Should you decide to proceed with Construction Documents and Construction Administration, a separate contract will be provided at that time.

Professional Fees

Compensation for schematic and design development, including meetings for review, will be **\$12,500.00** as detailed in the fee structure is as follows:

- Initial retainer - **\$6,500.00**
- Schematic Design - **\$4,000.00**
- Final Schematic Design Documents - **\$2,000.00**

The initial retainer of **\$6,500.00** is due upon acceptance of this agreement. The remaining **\$6,000.00** shall be invoiced monthly in accordance with the percentage of work completed at the time of monthly billing.

Payments are due upon receipt of invoice.



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The fees outlined above **do not** include incidental direct expenditures made in the interest of the project such as travel, reproduction, postage, courier, photography and photocopying services which will be billed as outlined in the General Terms and Conditions below. The fees also **do not** include expenditures made for any necessary consultants in the interest of the project. Consultants may include, but are not limited to, surveyors, structural engineers, horticultural experts, lighting, and irrigation consultants as well as any other consultants necessary to prepare drawings for implementation and/or permitting of the design.

This agreement is limited to the preparation of Schematic Design Documents and a specified number of site visits and meetings during the design process. Included in this proposal are the following site visits:

- Initial client meeting
- Site analysis
- As needed tree survey, identification and disposition site review
- Potential meeting for any necessary revision of schematic design
- Presentation to advisory committee and board members of the CMI

Any additional site visits, as determined and agreed upon by the Landscape Architect and client, will be billed at an hourly fee. If authorized, additional services will be provided under separate agreement. Additional services may also include, for example, attendance to any municipal review and homeowners' committee meetings (and any revisions to plans as a result of said meetings). Additional services fees will be billed at \$125.00/hour and sent to you at periodic intervals.

General Terms and Conditions

1. Additional Services.

Additional services shall be billed periodically at the hourly rates outlined below and may include the following:

- A. PROJECT OBSERVATION and ADMINISTRATION
Periodic observation of the implementation to determine compliance with the Construction Documents.
It is understood that our services for Project Observation and Administration will be those typically performed by a design professional. Daily coordination, supervision, and execution of the work will be the responsibility of the General Contractor, owner, or owner's agent.
- B. SITE LAYOUT
On-site layout of plant materials, and/or site improvements such as lighting, site furnishing, etc.
- C. ASSISTANCE IN BIDDING, BID ANALYSIS, AND/OR NEGOTIATION WITH CONTRACTORS
- D. REVISIONS
Major revisions resulting from alterations in budget, or project, not occurring in the normal sequence of the production of the drawings.
- E. COORDINATION AND REVIEW WITH REGULATORY GOVERNMENTAL AGENCIES (once Construction Documents have been finalized).
- F. PROJECT ADMINISTRATION

2. Billing Rates

Landscape Architect: \$125.00/hour

Registered Landscape Architect, LEED® AP
150 SE 25th Rd. Suite 9-i
Miami, FL 33129
W:305-398-3838 C: 305-495-0199 F: 305-358-6667

Any time requested and previously agreed upon to be spent performing the following tasks shall be billed at an hourly rate:

- Attendance at Municipal review meetings and/or hearings, committee presentations
- Assistance with bidding or negotiation of construction contracts, obtaining permits and project observation.
- Hand selection of plant material other than specimen trees or palms
- Site visits in addition to those included above in this agreement

3. **Services Not Included**

The following services are not part of this agreement:

- A. Surveying and/or tree surveying, including time needed to locate site plan and floor plan
- B. Any Civil, Electrical or Structural Engineering (to be billed at direct cost as requested).
- C. Irrigation design services (to be billed at direct cost as requested).
- D. Coordination or scheduling of the implementation of the construction documents.
- E. Permitting or application fees for variances from regulatory agencies.
- F. Preparation of special graphics or models other than rendered conceptual design.
- G. Any of the additional services set forth in paragraph 1 above and specifically not included in the agreement.

4. **Consultant Services**

Engineering or Horticultural consultant services, when applicable, shall be billed at cost. Prior to beginning the work, Client shall approve all consultant fees.

5. **Reimbursable Expenses**

Printing, travel, postage, and other reimbursable expenses shall be billed at 1.2 times our direct cost.

6. **Billing and Payment**

Statements for additional services and invoices for completed design phases are due and payable in full upon receipt. A **\$50.00** service charge and interest of **1 1/2%** per month will be charged to all accounts over thirty (30) days past due.

7. **Non-Payment**

In the event of non-payment, Carrie Steinbaum, P.A. shall be entitled to the full value of the contract, all costs of collection including payment for additional services, plus reasonable attorneys' fees and court costs if the prevailing party. In the event of any non-payment of fees, Carrie Steinbaum, P.A. has the right to stop work until amounts due are paid in advance after which both parties must agree to proceed with the full scope of the contract.

8. **Liability**

Client agrees to indemnify, defend and hold Carrie Steinbaum or Carrie Steinbaum, PA. harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement.

9. **Termination of Agreement**

This agreement may be terminated in writing by either party with fifteen day notice. In the event of termination, Carrie Steinbaum, P.A. shall be paid for services performed and expenses incurred prior to the termination notice date plus reasonable termination expenses.

Registered Landscape Architect, LEED® AP
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10. **Work Suspension**

In the event an invoice is outstanding for more than (30) thirty days from receipt of invoice by client, Carrie Steinbaum, P.A. may suspend work on the project until such time as the outstanding invoice is paid in full with interest calculated as stated herein.

11. **Representation**

Each of the parties has been represented by legal counsel or has had the opportunity to seek the advice of independent legal counsel of his choosing, and understands the implication of each and every agreement as contained herein.

12. **Governing Law, Venue**

This agreement shall be construed and enforced in accordance with the laws of the State of Florida, and the parties agree and submit to jurisdiction and venue exclusively in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County. The prevailing party in any legal dispute hereunder shall be paid all of its attorney fees and legal costs by the non-prevailing party hereby.

13. **Severability of Contract**

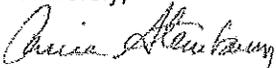
In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

Professional Design Services Proposal

If this proposal meets with your approval and you would like to proceed, please sign this proposal in the space provided and return one copy to me with initial payment. If modification of this proposal would better suit your needs, please contact me. A signed letter and initial payment will constitute our agreement and authorization to proceed after which I will provide a second copy for your records.

This agreement is subject to and incorporates the General Terms and Conditions incorporated into this proposal. This proposal, dated July 10, 2012 may be withdrawn if not accepted within 30 days.

Sincerely,



Carrie Steinbaum, P.A., ASLA, LEED® AP
Registered Landscape Architect #6666679

Accepted by and Agreed to:

JoEllen Phillips, President
Curtiss Mansion Inc.

Date: _____

Accepted and Agreed to:



Carrie Steinbaum as President
Carrie Steinbaum, P.A.

Date: July 10, 2012

CURTISS MANSION SITE DEVELOPMENT

Terms of Reference:

1. Survey
2. Site Plan

SCOPE OF WORK

1. PROGRAMMING/SCHEMATIC

1.1 Assist CMI in developing a Site Development Program

- Landscaping
- Parking – 64 spaces with 11 over flow
- Pedestrian Plazas/Walks
- Activity Nodes including: Link to Bike Path
Entry Gates
Pond

1.2 Schedule and Budget Evaluation

1.3 Prepare Schematic Design Documents consisting of drawings and other documents illustrating the Scope and relationship of project components for CMI approval.

2. DESIGN DEVELOPMENT

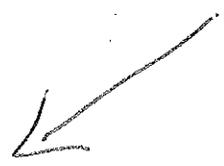
2.1 Prepare Design Development Documents consisting of drawings and other documents to fix and describe the size and scope of the project as to Landscaping, Architectural, Structural, Mechanical, and Electrical Systems, materials and such other elements as may be appropriate.

3. CMI will be responsible for the following Phases:

- 3.1 Construction Documents
- 3.2 Bidding / Permitting
- 3.3 Construction Administration

\$ 38,000 ↓

Plus \$ 12,000 DESIGN ILLUSTR.



Dear Manny,

To reiterate, I'm personally interested in working on this project because of my father's life-long work in aviation, including a business in Opa Locka. Having played golf in Miami Springs with him a number of times I remember the mansion, albeit vaguely.

I reviewed the site survey and preliminary site plan and believe that a thoughtful approach to the landscape can add substantially to mansion's setting.

Our role will be as project landscape architects, focused on the definition of site features such as the entry drive and parking, drop-off area, walks, outdoor terraces, walks, lighting, vegetation and water features. WRT staff will support the effort as necessary to meet the scope of work as described below.

1. Site Visit and Design Workshop

Visit the site and meet with the project architect and other stakeholders to review site plan objectives, site programming, access issues and other technical considerations. Following the site visit we will meet with the project architect and jointly develop site plan concepts in a workshop format. In principle this effort will lead to a clear approach to the site for further development. Task will take place over two days in Miami, with the participation of Ignacio Bunster and a staff landscape architect (includes ½ day preparation).

Product: Site visit and workshop summary notes and conclusions.

Cost: \$6,000 (exclusive of travel expenses).

2. Schematic Site Plan

Develop a schematic site and landscape plan to include Parking (64 spaces with 11 over flow), pedestrian plazas/walks, activity nodes (including link to bike path), entry gates and water features (retention pond and fountains). The plan will serve as the basis for further refinement based on Live Meeting discussion with CMI. The work will include progressive cost estimates as the site plan becomes solidified.

Product: CADD site plan drawing; cross sections (2) illustrating relationship of major landscape features to the mansion; materials palette (pavers, benches, lighting, etc.); schematic cost estimate.

Cost: \$8,000

3. Design Illustrations

Prepare illustrative drawings of the final site plan and proposed landscape. The illustrations will depict the layout, character and quality of the site improvement for stakeholder approval and fund raising purposes. A draft of the illustrations will be submitted to CMI for review, followed by final renderings. Ignacio Bunster will visit Miami to present the design illustrations and receive feedback of the design for incorporation into the Design Development Documents.

Product: Illustrator rendered site plan; Photoshop rendered aerial perspective (1); Photoshop rendered ground level perspective (1).

Cost: \$12,000 (exclusive of travel expenses).

4. Design Development

Prepare Design Development Documents of the final schematic site plan and landscape. The work will CADD drawings of: site layout and paving plan (parking, driveways, walls, walks, furnishings, etc.); planting plan (to include vegetation to be preserved); grading and drainage plan (limited to location of drains and swales); Lighting Plan (limited to identification and location of outdoor fixtures). An itemized cost estimate will be prepared of the DD drawings, as well as outline specifications. Coordination with CMI and other team members will be exercised through Live Meetings as needed.

Product: Digital CADD files; Exel cost estimate; Word Outline specs.

Cost: \$24,000

We appreciate the opportunity to submit this proposal in the hope of working with CMI on this important assignment. Please don't hesitate to call to discuss the scope, product and cost assumptions.

Sincerely,

Ignacio F. Bunster-Ossa, FASLA, LEED AP.
Principal

CURTISS MANSION GARDEN AND PARKING LAYOUT PLAN



Proposed Scope of Services and Cost Estimate
Prepared for Curtiss Mansion, Inc.
July 6, 2012

Background: www.curtissmansion.com

Scope of Services

Planning Analysis and Site Development Plan, The Curtiss Mansion, 500 Deer Run, Miami Springs, Florida
It is understood that Curtiss Mansion, Inc. desires to engage the services of a Planning Consultant to prepare a Site Development Plan which looks at the potential configuration of a parking lot and enhancements to the garden at the property known as The Curtiss Mansion, located at 500 Deer Run, within the City of Miami Springs, Florida. In order to do this, the following will be examined:

- Existing City of Miami Springs Zoning and Land Development Code
- Aesthetic and safety considerations, including ADA regulations and emergency vehicle access
- Existing site conditions and constraints
- Potential for creating activity nodes that re-use existing historical garden features such as the pond, entry gates, bar-b-que area, and others
- Incorporating a future dog run to be used by the City of Miami Springs Police Department to train police dogs
- Enhanced landscaping to compliment the re-use of the activity nodes

Task 1- Field and Zoning Review

The Project Planner will carry out a review and assessment of existing site conditions, ordinances, zoning and development regulations. This task will also include reviewing the survey, easement documentation and a review of the current City of Miami Springs development standards and meeting with the City, if necessary.

Task 2 – Written Analysis

The Project Planner will prepare a written evaluation of the zoning and development regulation and will include parking spacing standards; number of spaces required based on square footage of the mansion; existing site constraints; safety standards as it relates to ADA regulations and basic traffic engineering principles. The planning analysis will be the basis for the Site Development Plan.

Task 3 – Site Development Plan

The Project Planner will prepare a proposed Site Development Plan based on Tasks 1 and 2 as stated above. The preparation of a Site Development Plan assumes that a survey of the existing conditions will be provided in an AutoCadd format. The plan will consist of a schematic drawing which will incorporate enhanced landscaping; a new parking lot to accommodate enough vehicles based on the City regulations; new pedestrian paths and plazas; re-use of existing historical garden features to create pleasant activity nodes for parties and events of all types; the inclusion of a dog run to be used by the City of Miami Springs Police Department to train police dogs; and design of an activity node at the existing pond.

Task 4 – Schedule and Budget

Based on the Site Development Plan, the Project Planner will develop a project construction schedule and estimate of construction costs. At least three bids will be requested from construction management contractors in order control the quality of the cost estimate. The schedule and budget will include an estimate of the cost and timing to obtain all City and County permits associated with the proposed plan.

Task 5 – Prepare Schematic Design Documents

Based on the Site Development Plan, the Project Planner will manage the preparation of schematic design documents for approval by Curtiss Mansion, Inc. The schematic design documents will include a Site Plan, Architectural, Drainage and Paving, and Landscaping Plans.

Task 6 – Prepare Design Documents

Based on approval by Curtiss Mansion, Inc., the Project Planner will manage the preparation of design development documents to be used to obtain site plan approval through the City of Miami Springs. The design development documents will include a Site Plan, Architectural, Drainage and Paving and Landscaping Plans, and others as may be needed and/or requested by the City.

Project Approach

The project approach will consist of a multi-disciplinary team of design professionals, working under the leadership of a Project Planner. The Project Planner position will prepare all design documents and materials including up to the schematic Site Development Plan. The Design Development Documents will be completed by a Registered Architect, under the management of the Project Planner. All quality control, project work assignments and review of the work product will be done by the Project Planner.

Experience

Ms. Scarlet Hammons, AICP, will serve as the Project Planner. Ms. Hammons has almost 14 years of experience as a planning professional. Ms. Hammons has worked in many diverse aspect of the profession, including recent work as a Senior Planner with The Corradino Group, she worked as an in-house plan reviewer for numerous municipalities and Florida Department of Transportation. Additionally, Ms. Hammons worked for a residential multi-family home developer as a project management. In this regard, she has had several years of experience in preparing site development plans, reviewing architectural, landscape architectural and civil engineering plans. Most recently, Ms. Hammons has provided planning consultation and site plan design for a new parking lot surrounding an existing office building in Aventura. Ms. Hammons is very experienced in all aspects of Comprehensive Planning and zoning regulations, specific to municipalities within Miami-Dade County. While a Senior Planner with the Corradino Group, she worked for 16 cities, specializing in reviewing and drafting zoning regulations and Comprehensive Planning policies.

The following provides more a more detailed description of Ms. Hammons' work experience:

10/15/2015 10:20 AM
Project Approach



Scarlet Hammons, AICP Project Planner

Experience

04/2006-July/2012

The Corradino Group, Inc., Miami: Senior Planner. Ms. Hammons has more than 14 years experience in community planning, transportation planning and growth management. She specializes in the analyses of land use issues related to comprehensive plans, zoning and the site planning process. Her experience also includes preparing zoning regulations, writing comprehensive plans, drafting ordinances, assisting with transportation master plans and preparing graphics, exhibits and maps. She has managed numerous planning projects for Corradino's municipal and agency clients, including Florida Department of Transportation District 6 planning division where she was the in-house growth management analyst for three years. Currently, Ms Hammons is managing planning projects which include developing land development regulations, site plan reviews, comprehensive plan amendments, and a variety of other senior level planning assignments. While working with Corradino's clients, Ms. Hammons has gained experience in all aspects of the multi-disciplinary field of land use planning. Ms. Hammons is the on-call planning consultant for municipalities such as Cutler Bay, Doral, Miami Beach, El Portal, Virginia Gardens, West Park, Hallendale Beach, Homestead, and Palmetto Bay. Ms. Hammons is a guest speaker at the University level and serves her local community of Surfside as the Planning and Zoning Board Chairwoman.

09/2004-04/2006

The City of Aventura, FL.: Senior Planner. Her senior planner responsibilities included project management for numerous ongoing development review petitions; assisting with the city's first evaluation and appraisal report for the Comprehensive Plan; staff analysis for administrative approvals, variances, and conditional use applications for residential, commercial, industrial and mixed-use developments. Staff review included analyzing applications, surveys, site plans, landscape and architectural plans for compliance with the city regulations as well as providing technical and professional advice to the public.

11/2001-11/2003

The Lightfoot Planning Group, Oceanside, CA: Senior Planner. While working with The Lightfoot Planning Group, Ms. Hammons was a advocate for development projects presented to elected and appointed officials including city councils, planning commissions, and historical preservation advisory commissions as well as at informal developers' conferences. She gained experience negotiating

changes and preparing application documents for review and approval by city councils for general plan amendments, zone changes and tentative maps. A notable accomplishment was the approval of development approval for a concrete batch plant which was achieved through coordination with local and federal environmental agencies, surrounding business owners and neighbors.

9/1999-11/2001

Fairfield Residential, San Diego, CA: Predevelopment Project Manager. Ms. Hammons was the primary point of contact during the planning and due diligence process for approximately 3,500 apartment units throughout California and the Phoenix metro area. Her responsibilities included managing due diligence evaluations for potential development sites, preliminary planning, field inventories, zoning and land use analysis, and managing the approval of development applications. Her project experience included managing the development approval process for numerous apartment projects in more than a dozen jurisdictions while coordinating with HOA and commercial associations throughout California and Arizona. As a Project Manager, she made presentations before elected officials and gained approvals for development in cities such as Los Angeles, San Diego, Valencia, Antioch, and Phoenix. A notable accomplishment was working successfully with the Phoenix Chinese Cultural Center Association, the City of Phoenix and concerned neighbors regarding difficult neighborhood and site issues. Challenges on this development included the relocation a 2-ton granite feng sui statue, negotiating building colors, neighborhood outreach, and designing pedestrian walkways.

04/1998- 09/1999

Alliance Land Planning and Engineering, Inc., Carlsbad, CA: Land Planner. Her land planner responsibilities included assisting with the preparation of site plan and engineering plans for several master planned communities throughout Southern California; preparing and performing peer review of cost estimates and engineering plans for underground utilities, roads, drainage and grading; Ms. Hammons was proficient in preparing presentation quality exhibits and engineering plans using AutoCAD.

9/1997-3/1998

City of Del Mar, CA: Planning Assistant. Planning Assistant responsibilities included assisting with screening applications for an environmental impact report for the restoration of local wetlands and assisting with development of the Rails-to-Trails regional transportation project as well as providing technical and professional advice to the public.

Cost Estimate

The following cost is provided for professional Planning Consultant services for tasks as described above. All meetings in addition to the scope of work as described will be billed at an hourly rate, subject to prior approval. All work will begin once a notice to proceed is accepted by Project Planner and payment of a \$1,000 retainer is received.

Task 1 – Field and Zoning Review

Project Planner: 8 hrs @ \$100/hr = \$800

Task 2- Written Analysis

Project Planner: 3 hrs @ \$100/hr = \$300

Task 3- Site Development Plan

Project Planner: 15 hrs @ \$100/hr = \$1,500

AutoCadd Drafter: 20 hrs @ \$60/hr = \$1,200

Subtotal: \$2,700

Task 4 – Schedule and Budget

Project Planner: 16 hrs @ \$100/hr = \$1,600

Task 5 – Prepare Schematic Design Documents

Project Planner: 40 hrs @ \$100/hr = \$4,000

AutoCadd Drafter: 60 hrs @ \$60/hr = \$3,600

Subtotal: \$7,600

Task 6 – Prepare Design Documents

Project Planner: 60 hrs @ \$100/hr = \$6,000

AutoCadd Drafter: 60 hrs @ \$60/hr = \$3,600

Subtotal: \$9,600

Total Project Cost: \$22,600



CITY OF MIAMI SPRINGS
Public Works
345 N Royal Poinciana Blvd
Miami Springs, FL 33166-5259
Phone: (305) 805-5170
Fax: (305) 805-5195

Agenda Item No.

City Council Meeting of:

9-27-12

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager

FROM: Thomas Nash, Public Works Director

DATE: September 14, 2012

RECOMMENDATION:

Recommendation that Council award a bid to Metro Express, utilizing City of Doral RFP # 2009-010, in the amount of \$25,325.00, for Storm drain installation pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: This is the installation of storm drains @ Bluebird & Miami Springs Ave to eliminate flooding and standing water in the area.

COST: \$ 25,325.00

FUNDING: Department/ Description: Storm water improvement
Account Number: 440-3901-539-6300

PROFESSIONAL SERVICES APPROVAL:



PROPOSAL

Quote No. 91412-001

Date: 9/14/2012

To:	CITY OF MIAMI SPRINGS - PUBLIC WORKS DEPARTMENT 345 N. ROYAL POINCIANA BLVD. MIAMI SPRINGS, FL 33166-5259		
Contact	LAZARO GARABOA	Phone: 305-805-5170	Fax: 305-805-5195
Job:	Blue Bird Ave. and Miami Springs Ave. Storm Drain Improvements		

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:

The job will include and be limited to the following:

	Unit	Qty	UP	Total
102-1 Maintenance of Traffic	LS	1	\$300	\$300.00
101-2 Mobilization / Demobilization	LS	1	\$4,000	\$4,000.00
0425-2-1470 Catch Basin with Frame & Grade	EA	2	\$2,900	\$5,800.00
443-70-3 French Drain 24"	LF	100	\$85	\$8,500.00
0526-1-1 Driveway Restoration	SY	245	\$25	\$6,125.00
999 Pollution Retardant Baffles	EA	3	\$200	\$600.00
			TOTAL	\$25,325.00

Notes:

- **All other job not listed above will be billed at additional charge.
- **Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc
- **Not responsible for area not ready, cars or any other obstacle in the area of work.
- **All work to be performed in regular daily operation hours during weekdays.

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum shown above, with payment to be made within 30 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THREATER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: DT

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outline above and interest charges may be charged upon delinquent accounts.

ACCEPTED BY: _____
 name signature

DATE: _____

SECTION 00510

NOTICE OF AWARD

TO: Metro Express Inc.
8095 W 21 Lane
Hialeah, FL 33016
ATTN: Delio A. Trasobares

August 13, 2009

PROJECT DESCRIPTION: City of Doral Construction of Stormwater Improvements, Project RFP-2009-010 in accordance with Contract Documents as prepared by the City and

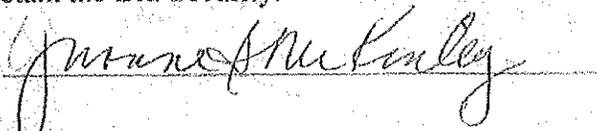
The CITY has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the Construction of Stormwater Improvements, Contract Bid RFP-2009-010.

You are required by the Instruction to BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said CITY will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY:



TITLE:

CITY MANAGER

Dated this 18 day of August, 2009.



CITY OF MIAMI SPRINGS
Public Works
345 N Royal Poinciana Blvd
Miami Springs, FL 33166-5259
Phone: (305) 805-5170
Fax: (305) 805-5195

Agenda Item No.

City Council Meeting of:

9-27-12

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager *Ron*
FROM: Thomas Nash, Public Works Director *SN*
DATE: September 14, 2012

RECOMMENDATION:

Recommendation that Council award a bid to Metro Express, utilizing City of Doral RFP # 2009-010, in the amount of \$27,310.00, for Storm drain installation pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: This is the installation of storm drains @ Bentley & Ludlam Drive to eliminate flooding and standing water in the area.

COST: \$ 27,310.00

FUNDING: Department/ Description: Storm water improvement
Account Number: 440-3901-539-6300

PROFESSIONAL SERVICES APPROVAL:

[Signature]



PROPOSAL

Quote No. 91412-002

Date: 9/14/2012

To:	CITY OF MIAMI SPRINGS - PUBLIC WORKS DEPARTMENT 345 N. ROYAL POINCIANA BLVD. MIAMI SPRINGS, FL 33166-5259		
Contact	LAZARO GARABOA	Phone: 305-805-5170	Fax: 305-805-5195
Job:	BENTLY DR. & LUDLAND DR.		

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:

The job will include and be limited to the following:

		Unit	Qty	UP	Total
101-2	Mobilization / Demobilization	1.00	EA	\$4,000	\$4,000.00
102-1	MOT	1	EA	\$300	\$300.00
0425-41	P. Boxes Inlets with Frame & Grate	3	EA	\$2,600	\$7,800.00
443-70-3	24" F.D	141	LF	\$85	\$11,985.00
0510-1-2	Sod	480	SY	\$5	\$2,400.00
0526-1-1	Driveway Restoration / Inlet Pads	33	SY	\$25	\$825.00
				TOTAL	\$27,310.00

Notes:

- **All other job not listed above will be billed at additional charge.
- **Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc
- **Not responsible for area not ready, cars or any other obstacle in the area of work.
- **All work to be performed in regular daily operation hours during weekdays.

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum shown above, with payment to be made within 30 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: DT

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outline above and interest charges may be charged upon delinquent accounts.

ACCEPTED BY: _____
 name signature

DATE: _____
 9442 N.W. 109th. ST -- Medley, Florida 33178- Telephone: (305) 885-1330 / Fax (305) 885-1327
 An equal opportunity employer

SECTION 00510

NOTICE OF AWARD

TO: Metro Express Inc.
8095 W 21 Lane
Hialeah, FL 33016
ATTN: Delio A. Trasobares

August 13, 2009

PROJECT DESCRIPTION: City of Doral Construction of Stormwater Improvements, Project RFP-2009-010 in accordance with Contract Documents as prepared by the City and

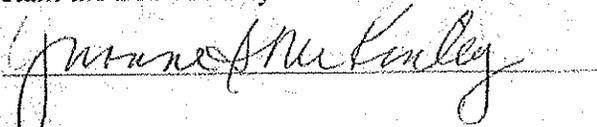
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If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said CITY will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY:



TITLE: CITY MANAGER

Dated this 18 day of August, 2009.



OFFICE OF THE CITY CLERK
MEMORANDUM

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Magali Valls, City Clerk
DATE: September 19, 2012
SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Board of Adjustment</u>				
Mayor Xavier M. Garcia	Francisco Fernández	04-30-2015	10-14-1991	11-28-2011
Councilwoman Ator -- Group IV	Vacant -- Alternate	10-31-2012	VACANT	VACANT
<u>Architectural Review Board</u>				
Councilman Best -- Group I	Bob Calvert*	10-31-2012	VACANT	VACANT
<u>Civil Service Board</u>				
Councilwoman Bain - Group II	Carrie Figueredo	06-30-2015	08-24-2009	08-24-2009
Councilman Best -- Group I	Rob Youngs	06-30-2015	01-11-2010	01-11-2010
<u>Code Enforcement Board</u>				
Councilman Best -- Group I	Marlene Jiménez	09-30-2015	03-02-2005	09-28-2009
Vice Mayor Lob-- Group III	J. Martínez-Regueira	09-30-2015	06-09-2003	10-12-2009
<u>Code Review Board</u>				
Mayor Xavier M. Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
<u>Disability Advisory Board</u>				
Mayor Xavier M. Garcia	Charlene Anderson*	12-31-2013	VACANT	VACANT
Councilwoman Bain - Group II	Peter Newman*	12-31-2013	VACANT	VACANT

<u>APPOINTMENT COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>NEW TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<u>Ecology Board</u>				
Vice Mayor Lob– Group III	Dr. Mara Zapata*	04-30-2013	VACANT	VACANT
<u>Education Advisory Board</u>				
Councilwoman Ator – Group IV	Robert J. Gordon*	05-31-2013	VACANT	VACANT
<u>Golf and Country Club</u>				
Councilwoman Ator – Group IV	Mark Trowbridge*	07-31-2013	VACANT	VACANT
<u>Historic Preservation Board</u>				
Councilwoman Ator – Group IV	M.A. Goodlett-Taylor**	01-31-2013	01-24-1983	01-22-2007

* Bob Calvert 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.
 Robert J. Gordon resigned on July 20, 2012.
 Mark Trowbridge resigned on August 20, 2012.

** Historic Preservation 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



Office of the City Clerk
Advisory Boards Membership Roster

POLICE & FIRE RETIREMENT SYSTEM BOARD OF TRUSTEES (\$35.50) – Meets on Call of Chairman, at Least Quarterly

Established by Ordinance 595-76, amended by Ordinance 644-80 and Ordinance 715-86 (as mandated by State law, effective Oct. 1, 1986), Board consists of five members: two city residents appointed by City Council, two elected employee members of the Police Department and one member-at-large appointed by the other four members and confirmed by Council. All terms of office are two years. General provisions contained in Ordinance 731-88 and provisions for removal with or without cause (Ordinance 732-88) also apply.

Section 35.56 (A) (3) – Fifth member to be confirmed by Council as a ministerial duty.

Member Appointed by	Current Member	Month/Year Term Expires	Original Appointment Date	Last Appointment Date
Council	Gene Duffy	09-30-2012	09-09-2002	09-14-2010
Council	Peter G. Baan*	09-30-2012	10-28-2008	09-14-2010
Employees	Jimmy Deal	09-30-2014	09-19-2012	09-19-2012
Employees	Oscar Garcia**	09-30-2014	09-20-2010	09-19-2012
Other Members	Jonathan Kahn	09-30-2013	10-31-2002	11-03-2011

* Chairman
** Secretary

Election held on September 19, 2012.



Office of the City Clerk
Advisory Boards Membership Roster

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Employees	Jimmy Deal	09-30-2014	09-19-2012	09-19-2012
Employees	Oscar García**	09-30-2014	09-20-2010	09-19-2012
Other Members	Jonathan Kahn	09-30-2013	10-31-2002	11-03-2011

* Chairman

** Secretary

Election held on September 19, 2012.

Office of the City Clerk



CITY OF MIAMI SPRINGS
Public Works
345 N Royal Poinciana Blvd
Miami Springs, FL 33166-5259
Phone: (305) 805-5170
Fax: (305) 805-5195

Agenda Item No.

City Council Meeting of:

9-24-2012

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager

FROM: Thomas Nash, Public Works Director

DATE: September 18, 2012

RECOMMENDATION:

Recommendation that Council approve an expenditure to London Painting, the lowest responsible quote, in the amount of \$ 13,450.00, for Exterior painting of City Hall, pursuant to Section §31.11(F)(11)(c) of the City Code.

DISCUSSION: We have a purchase order for London Painting for the amount of \$9,950.00 for one color. Upon review it was decided to use a 4 color palette instead of one color. The quote was re-submitted and the difference is an additional \$3,500.00.

COST: \$ 13,450.00

FUNDING: Department/ Description: Building Dept City Hall repairs & maintenance
Account Number: 001-5405-541-4620

PROFESSIONAL SERVICES APPROVAL:

London Painting Contractors, Inc.

London Painting Contractors, Inc.

17 NW N. River Dr.
MIAMI, FL 33136

(786)295-2090
info@londonpainting.net
http://www.londonpainting.net

Estimate

Date	Estimate #
09/17/2012	10069
	Exp. Date

Address
tom nash city of miami springs 201 westward dr miami, fl 33166 usa

Activity	Amount
<ul style="list-style-type: none"> • PAINTING OF EXTERIOR BUILDING • PRESSURE CLEAN COMPLETE BUILDING 3000PSI • SEAL THE ENTIRE EXTERIOR STUCCO SURFACES WITH BENJAMIN MOORE 066 PRIMER • CAULK ALL WINDOWS AND DOOR FRAMES • PATCH ALL CRACKS- STUCCO REPAIR INCLUDED • APPLY 2 COATS OF BENJAMIN MOORE SUPER SPEC EXTERIOR FLAT LATEX PAINT TO ALL STUCCO SURFACES • PRIME AND PAINT ALL UTILITY DOORS AND STAIRWELL RAILINGS USING OIL BASED PAINT- BENJAMIN MOORE EXCLUSIONS: • ALL NON PAINTED WINDOW FRAMES • ALL NON PAINTED DECORATIVE METAL WORK • LONDON PAINTING CONTRACTORS SHALL INCLUDE THE FURNISHING OF EXTERIOR PAINTING, LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE WORK AS SPECIFIED • ALL WORK WILL BE COMPLETED IN A TIMELY AND WORKMANLIKE MANNER • PAINTING, LABOR, MATERIALS COMPLETE 	13,450.00
Total	\$13,450.00

Accepted By:

Accepted Date:

- * Remodeling
Kitchens-Bathrooms
Cabinets resurfaced
- * Installations
Tile-Mouldings-Windows
- * Painting
Faux-wall finishing
- * Minor Repairs

Painting & Services Unlimited

LASORSA ENTERPRIZES INC.

9024 Dickens Ave., Surfside, FL 33154

Florida Tel. (305) 865-9005

Fax. (305) 865-0934; Cell 786-326-1231

JEFFREY DIAMOND Lic: CC#94BS00437 Insured

Licensed General Contractor CGC 031497

PROPOSAL

Number: 9424

Sheet No: 1 of 1

DATE: 02/13/2012

Proposal Submitted to:

Name: City of Miami Springs

Address: 345 N. Royal Poinciana Blvd.

Miami springs, Fl. 33166

Phone No: 305-805-5170

Work to be Performed at:

Address: same

hernandezr@miamisprings-fl.gov [miamiSprings]

Contact: Rosita

Phone No. Fax No. 305-805-5177

We hereby propose to furnish the materials and perform the labor necessary for the completion of exterior painting.

1] Close of all areas being painted. Protect all areas. All areas will be left clean after work is completed.

2] Pressure clean complete building on all four sides. Pressure clean the front walkway.

3] Apply a primer/sealer to all masonry areas.

4] Repair all cracks in masonry and caulk where needed.

5] Apply 2 coats of flat paints to all masonry areas.

6] Prep all previously steel bars in the front and rear areas. Paint side railings and metal awning bars.

Two coats of paints will be applied where needed.

All materials and labor will be supplied.

Total, \$15,660.00

7] Lift truck fee;

Total, \$1590.00

Grand total, \$17,266.00

Permit fees, plans, processing fees will be additional.

All material is guaranteed to be as specified. The above mentioned work is guaranteed to be performed in accordance with the drawings and specifications submitted, and completed in a substantial workmanlike manner for the sum of:

Seventeen thousand two hundred sixty six dollars

Dollars: \$17,266.00

With payments to be made as follows: deposit of \$9,000.00. Additional \$5,000.00 when the first coats starts. Balance when completed.

Any alterations or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

Respectfully submitted:

Satisfaction Guaranteed

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments as outlined above.

Date: _____

Signature: _____

Signature: _____

PROIETTO**PRO-TECH**
CAULKING & WATERPROOFING

The PROIETTO COMPANIES, Proietto Painting and PRO-TECH Caulking and Waterproofing, are a family of premier companies who serve clients with integrity, excellence, superior performance and responsibility.

February 14, 2012

Ms. Rosita Hernandez
Public Works
City of Miami Springs
345 N. Royal Poinciana Blvd.
Miami Springs, FL 33166

Re: **Miami Springs City Hall Complex – Repaint**
Introduction Letter

Dear Ms. Hernandez:

Please allow this correspondence to serve as an introduction to **Proietto Painting, Inc. and Pro-Tech Caulking & Waterproofing, Inc.** as leaders in our respective industries, we offer our extensive experience and excellent reputations in interior and exterior painting and caulking and waterproofing systems for industrial, commercial and residential projects.

Both firms are well known for offering quality workmanship and superior service in their industries. We have worked throughout Florida and have been in business for twenty seven and seventeen years respectively. The firms specialize in projects from water treatment plants, airport renovations, sports arenas, convention centers, office buildings, warehouses, condominiums, hotels and existing luxury homes,

Our clients include Performing Arts Center of Miami, Miami Intermodal Center, Homestead Hospital, Port Everglades Terminal 18, Bayview @ Fisher Island, Boca Raton Hotel & Resort, Yankee Clipper and Trader Hotels, Turnberry Resort, Broward Performing Arts Center, Broward County Convention Center, Office Depot Center in Sunrise, American Airlines Arena in Miami, the Ritz-Carlton in Sarasota and Waterford Towers in downtown West Palm Beach.

The companies service a wide geographical area, covering both the east and west coasts of Florida, extending as far north as Jacksonville and as far south as the Keys. We have also performed work in the Southeastern United States and Caribbean Islands.

Proietto Painting, Inc. and Pro-Tech Caulking & Waterproofing, Inc. have the financial strength, qualified field personnel and aggressive management teams necessary to complete your project on time and on budget. We have a proven track record of satisfying even the most discriminating client.

We are confident that our years of experience and quality workmanship will produce superior results on any project. We are competitively priced companies committed to delivering prompt, courteous and excellent service, which exceeds our client's expectations.

Sincerely,

A handwritten signature in black ink, appearing to be 'John Proietto', written over a horizontal line.

PROIETTO PAINTING, INC.
PRO-TECH & WATERPROOFING, INC.

PROIETTO**PRO-TECH**
CAULKING & WATERPROOFING

The PROIETTO COMPANIES, Proietto Painting and PRO-TECH Caulking and Waterproofing, are a family of premier companies who serve clients with integrity, excellence, superior performance and responsibility.

February 14, 2012

via: E-Mail
Pages: 2

Ms. Rosita Hernandez
Public Works
City of Miami Springs
345 N. Royal Poinciana Blvd.
Miami Springs, FL 33166

Re: **Miami Springs City Hall Complex - Repaint**

Dear Ms. Hernandez:

Proietto Painting, Inc. plans to furnish labor, material, equipment and supervision to complete the above project as per our conversation and our site visit along with our scope of work below.

Exterior Scope of Work:

1. Exterior existing Stucco walls and soffit to be pressure cleaned with not less than a 3500PSI pressure cleaning machine.
2. Exterior stucco walls and soffits to receive one (1) coat of Sherwin Williams Latex Primer/Sealer.
3. Metal doors, frames, painted tube steel at entries, painted window frames, sprinkler piping, metal lovers, and to receive one (1) coat of Alkyd Primer and one (1) coat of DTM (Direct-to-Metal) Acrylic Semi-Gloss.
4. Bollards, back flow preventer, and handrails to receive two (2) coat of DTM (Direct-to-Metal) Acrylic Semi-Gloss.
4. Minor cracks to be patched with Elastomeric patch material. Cracks over ½" inch wide are to be cut-out, and a bead of Elastomeric caulk is to be applied, and then patched with Elastomeric patch material.
5. Caulking to be smooth over all voids at cross hatch area inside of plastic reveals square pattern.
6. All patching to be spot primed with Latex Primer/Sealer and then all walls & soffits are to receive one (1) coat of Sherwin Williams Resilience Flat Finish.
7. Sherwin Williams will issue a Ten (10) year Warranty for the Resilience Finish.
8. Overhead doors to be cleaned with solution and pressure washed.
9. We have included patching of large void at top band on driveway side.
10. Work to be completed during normal business hours, weekdays 7:00AM to 3:30PM.



The PROIETTO COMPANIES, Proietto Painting and PRO-TECH Coating and Waterproofing, are a family of premier companies who serve clients with integrity, excellence, superior performance and responsibility.

Page - 2

Ms. Rosita Hernandez

Miami Springs City Hall Complex – Repaint

February 14, 2012

Exterior Exclusions: Aluminum window frames, delaminated stucco, major repair of stucco, overtime hours, use of Elastomeric coatings, aluminum store front, aluminum canopies, cost of work permit, any cost related to MOT on street sides, line striping, sealer at floors or sidewalks and use of more than two color scheme.

Cost \$ 15,985.00

Alternate Add No. 1: Clean and apply one (1) coat of DTM finish at existing awning frame at second floor landing.

Cost, Add No. 1 \$ 370.00

Payment and Performance Bond.....Add 2% to total accepted cost

If you should have any questions or comments, please feel free to contact me at 954. 772. 3898 ext. 242.

Respectfully Submitted,
Proietto Painting, Inc.

Anthony Butch Fuschetto

Anthony "Butch" Fuschetto
Project Manager/Estimator

K:\Proposals\12\ppi\12-038P.doc



**CITY OF MIAMI SPRINGS
OFFICE OF THE CITY CLERK**

201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5006
Fax: 305.805.5028

City Council Meeting of:

09-24-2012

A handwritten signature in black ink, appearing to be "M. Valls", located to the right of the meeting date.

TO: Honorable Mayor Garcia and Members of the City Council

FROM: Magalí Valls, CMC, City Clerk

DATE: September 12, 2012

SUBJECT: **Recommendation that Council Approve the Country Club as the Venue to Hold the April 2, 2013 Miami Springs General Election**

DISCUSSION: The last municipal elections were held at the Country Club since concerns were voiced by some of the candidates that they would not have adequate room to campaign properly at the Community Center due to the 100 feet solicitation limit imposed by Florida Statute's Section 102.031 (attached).

The 2009 and 2011 municipal elections were held at the Country Club without any issues. As a result, I would recommend holding the next General Election of Tuesday, April 2, 2013 at the Country Club.

Council's approval is requested to proceed making the proper arrangements to secure the facility.

Thank you.

102.031 Maintenance of good order at polls; authorities; persons allowed in polling rooms and early voting areas; unlawful solicitation of voters.—

(1) Each election board shall possess full authority to maintain order at the polls and enforce obedience to its lawful commands during an election and the canvass of the votes.

(2) The sheriff shall deputize a deputy sheriff for each polling place and each early voting site who shall be present during the time the polls or early voting sites are open and until the election is completed, who shall be subject to all lawful commands of the clerk or inspectors, and who shall maintain good order. The deputy may summon assistance from among bystanders to aid him or her when necessary to maintain peace and order at the polls or early voting sites.

(3)(a) No person may enter any polling room or polling place where the polling place is also a polling room, or any early voting area during voting hours except the following:

1. Official poll watchers;

2. Inspectors;

3. Election clerks;

4. The supervisor of elections or his or her deputy;

5. Persons there to vote, persons in the care of a voter, or persons caring for such voter;

6. Law enforcement officers or emergency service personnel there with permission of the clerk or a majority of the inspectors; or

7. A person, whether or not a registered voter, who is assisting with or participating in a simulated election for minors, as approved by the supervisor of elections.

(b) The restriction in this subsection does not apply where the polling room is in an area commonly traversed by the public in order to gain access to businesses or homes or in an area traditionally utilized as a public area for discussion.

(4)(a) No person, political committee, committee of continuous existence, or other group or organization may solicit voters inside the polling place or within 100 feet of the entrance to any polling place, or polling room where the polling place is also a polling room, or early voting site. Before the opening of the polling place or early voting site, the clerk or supervisor shall designate the no-solicitation zone and mark the boundaries.

(b) For the purpose of this subsection, the terms “solicit” or “solicitation” shall include, but not be limited to, seeking or attempting to seek any vote, fact, opinion, or contribution; distributing or attempting to distribute any political or campaign material, leaflet, or handout; conducting a poll except as specified in this paragraph; seeking or attempting to seek a signature on any petition; and selling or attempting to sell any item. The terms “solicit” or “solicitation” shall not be construed to prohibit exit polling.

(c) Each supervisor of elections shall inform the clerk of the area within which soliciting is unlawful, based on the particular characteristics of that polling place. The supervisor or the clerk may take any reasonable action necessary to ensure order at the polling places, including, but not limited to, having disruptive and unruly persons removed by law enforcement officers from the polling room or place or from the 100-foot zone surrounding the polling place.

(5) No photography is permitted in the polling room or early voting area.

09-24-2012



CITY OF MIAMI SPRINGS



Recreation Department
1401 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5075
Fax: (305) 805-5077

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ron Gorland, City Manager *Ron Gorland*
FROM: Omar Luna, Golf and Recreation Director
DATE: September 13, 2012
SUBJECT: Pelican Playhouse, Inc.

Pelican Playhouse is a very popular theatrical program that provides our community with an opportunity for our children and adults to enjoy first class productions in our very own Miami Springs Community Center

Proposed agreement is for one (1) year from October 1, 2012 to September 30, 2013.

The City agrees to pay Pelican Playhouse, Inc., Fifteen Thousand (\$15,000.00) Dollars for its services being rendered to the City pursuant to this agreement. The aforesaid amount shall be payable as follows, to wit:

- October 1, 2012 - \$5,000.00
- February 1, 2013 - \$5,000.00
- June 1, 2013 - \$5,000.00

The City further agrees to disburse to the Pelican Playhouse, Inc., the balance of the Three Thousand (\$3,000.00) Dollars budgeted in FY 2012-2013 by the City for "equipment repairs" that remain unused as of September 30, 2013.

Pelican Playhouse, Inc., and there staff do an excellent job of providing a first class professional program/productions. They also have a great working relationship with the Recreation Department and the Community. It is recommended that we approve the attached agreement.

City Council Meeting of:

AGREEMENT FOR THEATRICAL SERVICES 09-24-2012

THIS AGREEMENT is entered into this _____ day of _____, 2012 between the CITY OF MIAMI SPRINGS, FLORIDA, a Florida Municipal Corporation, hereinafter referred to as "City", and PELICAN PLAYHOUSE INC., a Florida Corporation, hereinafter referred to as "Playhouse":



WITNESSETH:

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

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

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

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

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

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

INTENT

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

SERVICES TO BE PROVIDED BY PLAYHOUSE

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

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

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

- Provide quarterly status reports on all theatrical activities conducted during the preceding quarter to the City Recreation Director on January 1, 2013, May 1, 2013, and September 30, 2013 for inclusion within the City Manager's monthly update reports.
- Reports shall be provided to the City Recreation Director of any theatrical productions or other performances that have been denied permission to perform in the Rebeca Sosa Theatre by the Playhouse due to a determination that the rating of "G" would be exceeded by the proposed production or performance. In addition, Playhouse shall provide a copy of the written Notice of Denial to the City Recreation Director to insure that each such notice contains a provision that advises that any denial of permission to perform in the theater is subject to the review of the City Council within thirty (30) days of receipt of the written denial notice from the Playhouse.

PLAYHOUSE USE OF CITY FACILITIES

- The parties hereto agree to the following use of the City's facilities during the term of this Agreement, to-wit:
- Eighty-eight (88) days of use of the theater facility in the new Community Center for two (2) theatrical and one (1) summer recital productions and related activities.
- Twelve (12) additional days of use of the theater facility in the new Community Center for two (2) theatrical productions and related activities by visiting companies.
- Forty-two (42) days of either Saturday or Sunday use for production rehearsals at the City Senior Center.

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

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

INSURANCE

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

HOLD HARMLESS AND INDEMNIFICATION

As a material inducement for the City to enter into this Agreement, the Playhouse and all visiting production companies, including all their volunteers, employees, staff, representatives, officials and officers, shall hold the City, including its officers, officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of action, liability, costs, expenses and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the Miami Springs Community Center, arising from the use, services, acts, actions, omissions or failures to act of Playhouse or any visiting production company, or any of their volunteers, employees, agents, representatives,

invitees, or guests. Additionally, the protections provided by this provision shall also include any costs, expenses or legal fees the City may incur in establishing that the Playhouse or any visiting production companies, or their insurers, are responsible to provide protection, coverage and representation to the City, its officials, employees and representatives for any incident that may occur during the term thereof.

SERVICES TO BE PROVIDED BY THE CITY

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

- Upon completion, continue to maintain the Community Center building and theater area contained therein.
- Provide the number of days set forth herein for Playhouse and visiting company use in the Community Center theater and Senior Center.
- Pay for all required utility services.
- Maintain public liability and property damage insurance on all City owned facilities to be used by Playhouse.
- Maintain City owned theater equipment in proper condition (lights, microphones, soundboard, speakers, lightboard, stage risers, curtains, etc.) when advised of being broken or in defective condition by the Playhouse.
- Provide an internet connection for an online ticketing system.
- Provide adequate security during Playhouse use of the City facilities.
- Provide locations for the storage of equipment, costumes, set pieces and props. (See Exhibit #2 attached hereto for sketch of designated storage areas.)

- Arrange for the set-up and removal of stage, risers, and chairs for theatrical productions. Any changes made to the City's initial "set-up" will be charged to the party requesting the changes.
- Provide all initial required furnishings and equipment for theatrical productions by Playhouse (as set forth on Exhibit #3 attached hereto). It is to be expressly understood that said furnishings and equipment may not be removed from the Community Center without the written authorization of the City Manager.
- Provide reimbursement to Playhouse for fees advanced on behalf of City to contractors providing special services (lighting, sound, etc.) for City programs, productions and other activities.

PAYMENTS TO PLAYHOUSE

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

October 1, 2012	- \$5,000.00
February 1, 2013	- \$5,000.00
June 1, 2013	- \$5,000.00

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

Further, theatrical productions by visiting companies (which shall include concerts, dance recitals and other cultural arts programs and activities) will be billed for the use of the City's facilities in accordance with the flat fee schedule attached hereto as

Exhibit #4. The Playhouse will receive thirty (30%) percent of the flat fee amount charged to the visiting company by the City for the use of the theater facilities and the City shall retain seventy (70%) percent of the flat fee amount. Any fees charged to the visiting companies for lighting or sound services provided by Playhouse shall be entirely retained by the Playhouse.

The City further agrees to disburse to the Playhouse the balance of the Three Thousand (\$3,000.00) Dollars budgeted in FY2012-2013 by the City for "equipment repairs" that remains unused as of September 30, 2013.

PLAYHOUSE EXEMPTION STATUS

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

PLAYHOUSE FINANCIAL RECORDS

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

TERM OF AGREEMENT

This Agreement shall begin on the 1st day of October 2012 and terminate on the 30th day of September 2013. Despite the fact that this Agreement may not be formally executed by October 1, 2012, it is anticipated and expected that the duties and responsibilities of the parties hereto shall begin no later than that date.

TERMINATION OF AGREEMENT

WITHOUT CAUSE

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

TERMINATION OF AGREEMENT

BASED UPON CAUSE

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

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

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

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

PROHIBITED ACTIVITIES

Playhouse shall not use the premises for any purpose or activity regulated or prohibited by Chapter 132 of the Miami Springs Code of Ordinances or for any unlawful,

immoral, unethical, or disruptive purpose and shall comply with all laws and permitted requirements applicable now, or in the future, to the operation of the Community Center or Senior Center premises. Playhouse shall not permit any offensive, noisy, or dangerous activity, nor any nuisance or other conduct in violation of any statute, law, ordinance, rule, regulation or policy of the City, county or state on the Community Center or Senior Center premises. Playhouse shall not permit any employees, representatives, subcontractors or volunteers, except Ralph Wakefield and Richard Reed, from using and operating the City's scissor lift machine. In addition, neither Wakefield nor Reed shall be permitted to use the scissor lift machine until executing a Release, Hold Harmless and Indemnity Agreement in favor of the City. Further, no special equipment, furnishings or theatrical props shall be allowed inside the Community Center without the prior approval of the City Manager or designee.

DRUG-FREE WORKPLACE

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

NON-DISCRIMINATORY PRACTICES

In providing services, including those related to direct contact with the public, and those involving the hiring, treatment and advancement of employees, Playhouse shall

not discriminate in any manner based upon race, color, creed, religion, ancestry, national origin, gender, age, physical/mental handicap or in any other manner. In addition, the Playhouse shall insure the fair and equal use and access to the facilities at the Community Center and Senior Center premises.

LICENSED OR REGISTERED PERSONNEL

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

ASSIGNMENT

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

ATTORNEY'S FEES

The parties hereto acknowledge and agree that should it become necessary for either party to this Agreement to bring suit to enforce any provisions hereof, or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation, and any appeals therefrom, shall be entitled to recover from the

other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney's fees as may be awarded by the court.

NOTICES TO PARTIES

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

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

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

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

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

CAPTIONS

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

TIME

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

GOVERNING LAW

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

ENTIRE AGREEMENT

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

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

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

Witnesses:
(As to both Signatories)

PELICAN PLAYHOUSE INC.
A Florida Corporation

Print Name: _____

BY: _____
RALPH WAKEFIELD, President

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2012.

NOTARY PUBLIC,
State of Florida at Large

MY COMMISSION EXPIRES:

Witnesses:
(As to both Signatories)

CITY OF MIAMI SPRINGS

Print Name: _____

BY: _____
RONALD K. GORLAND
City Manager

Print Name: _____

Attest: _____
Magali Valls,
City Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2012.

NOTARY PUBLIC,
State of Florida at Large

MY COMMISSION EXPIRES:

EXHIBIT # 1

**Exhibit 1 to Agreement for Theatrical Services
October 1, 2012 through September 30, 2013**

PRODUCTIONS:

Minimum of two productions and one summer recital

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

Audition, cast, rehearse Puppet performance

**April 2013 performance for the Senior Center
or Miami Springs Community Center after care program**

Theatre Production Class # 1

Audition, cast, rehearse fall production "The Trials of Robin Hood"

November 2 - 11, 2012 production (two weekends)

Theatre Production class # 2

Audition, cast and rehearse Spring production (TBA)

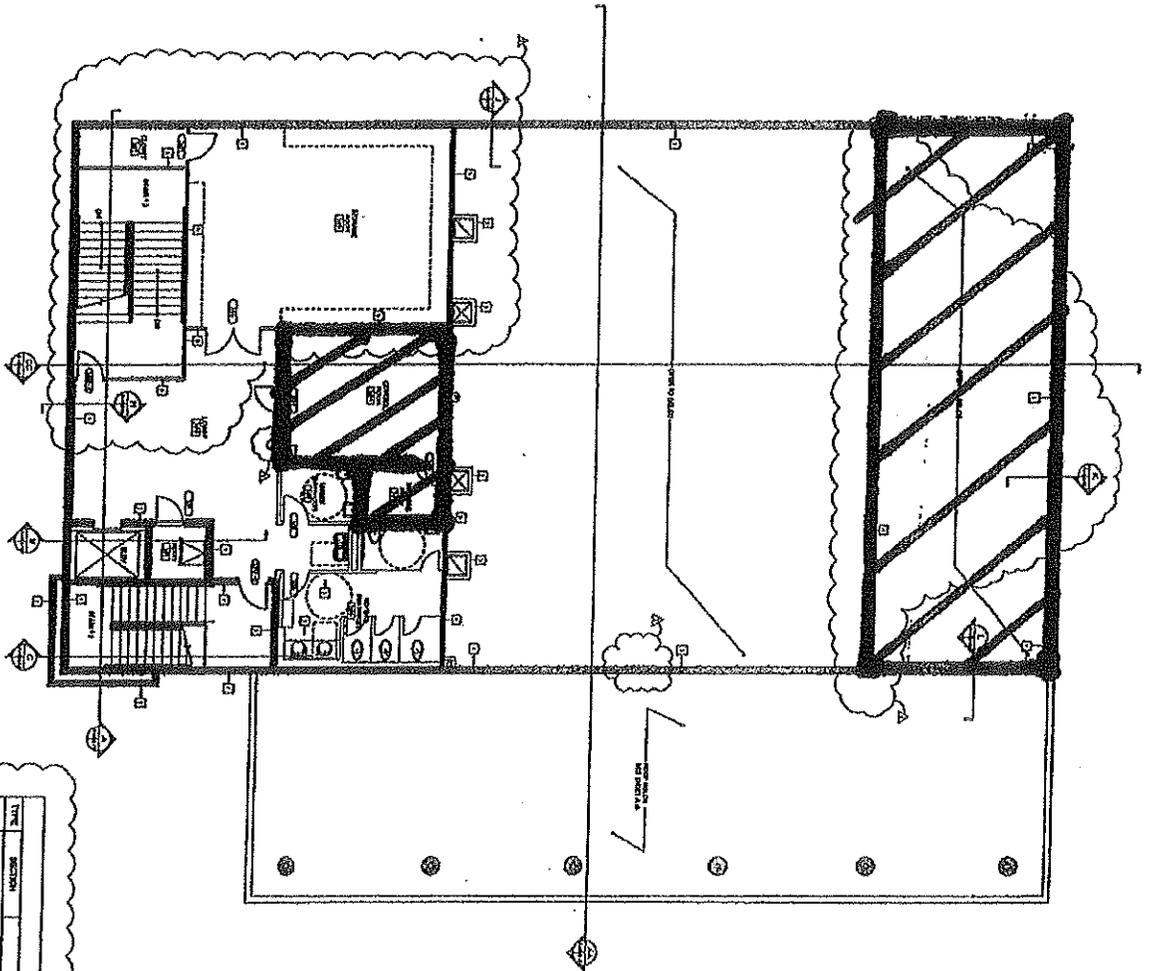
May 2 - 12, 2013 (Two weekends)

Summer Recital

Audition, cast and rehearse Summer Recital

August 2013 (TBA - not to interfere with MSCC summer camp)

Third Floor Plan 3/16"



NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. FINISHES TO BE DETERMINED BY THE ARCHITECT.
 3. REFER TO THE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.

WALL LEGEND

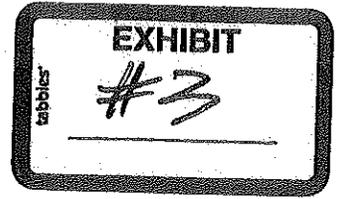
TYPE	SECTION	DESCRIPTION	THICKNESS	FINISH	REMARKS
1	1'-0" CMU	1'-0" Concrete Masonry Units	1'-0"	Paint	
2	8" CMU	8" Concrete Masonry Units	8"	Paint	
3	4" CMU	4" Concrete Masonry Units	4"	Paint	
4	2" CMU	2" Concrete Masonry Units	2"	Paint	
5	1'-0" CMU	1'-0" Concrete Masonry Units	1'-0"	Paint	
6	8" CMU	8" Concrete Masonry Units	8"	Paint	
7	4" CMU	4" Concrete Masonry Units	4"	Paint	
8	2" CMU	2" Concrete Masonry Units	2"	Paint	
9	1'-0" CMU	1'-0" Concrete Masonry Units	1'-0"	Paint	
10	8" CMU	8" Concrete Masonry Units	8"	Paint	
11	4" CMU	4" Concrete Masonry Units	4"	Paint	
12	2" CMU	2" Concrete Masonry Units	2"	Paint	

The Miami Springs Community Center
 City of Miami Springs
 1403 Westward City, Miami Springs, FL 33166

Rodriguez Perelra
 Architects, Inc.
 8000 NW 7th Street, Suite 101 - Miami, FL 33126
 Phone: (305) 592-8143 FAX: (305) 592-2756
 WWW.RODRIGUEZPEREIRA.COM

Architecture
 Planning &
 Urban Design
 Space Planning
 Interior Design
 07.12.11A-0018H

A4



Community Center
 Pelican Playhouse Equipment
 As of October 20, 2011

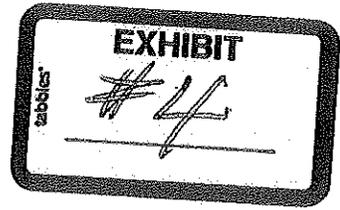
Vendor Name	Description	Make	Model #	Serial #	Subtotal
Sterling Productions	Theater Stage				
Mainstage Theatrical Supply, Inc.	Playhouse Curtains-Riggings/Truss				12,391.00
"	Playhouse Curtains-Curtains/Track				5,746.00
"	Playhouse Curtains-Track				17,802.00
Miami Stage Craft, Inc.	ETC Element 250 Channel Lighting Console 19" LCD Monitor				
ProjectorPeople.com	Projector, XGA, 5000 LUMENS, 10.8 lbs.				
B&H Photo Electronics	Porta-Com Anchorman 4 Wireless & JVC DVD Player	JVC	BENSP870	PDT3A02109000	
Jaiba Cabinets	Cabinets			XV-N680BL 124R0539	
Mity-Lite	Mesh Flooding Chairs-Black Plastic Frame & Tree Cart				
My cable Mart	Cables & Wires for Speaker				
Parts Express	Ceiling Speakers and Amplifiers				
Guitar Center	Channel Mixer				
"	EW112 Wireless Mics (6)	Soundcraft	LX7II		2,070.00
"	EW112 Wireless Mics (6)	Lavalier	503169		3,240.00
"	Active Antenna Splitter	Sennheiser	503172		3,240.00
"	1N Active Antenna Splitter (3)	Sennheiser	G30MNIKIT8		1,350.00
"	Other Accessories, cables, racks, etc.	Sennheiser	ASA		1,560.00
Acoustical Components	Installation of Audio & Video Equip & Misc. Hardware&cables				
Link Group Built In Items	Enclosure/DMX/plus Link Group markup (15%)				
Acoustic Sonic, Inc.	Acoustic Panels for the Pelican Playhouse				
Miami Stagecraft, Inc.	IFR 22OZ Encore Black Velour Curtain 19' 6"High x 13 Wide				5,304.00

Grand Total

VISITING COMPANY RENTAL SCHEDULE

REBECA SOSA THEATER

MIAMI SPRINGS COMMUNITY CENTER
1401 WESTWARD DRIVE



NON-PROFIT ORGANIZATIONS * :

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

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

- Hourly Fees..... \$ 50.00

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

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

PROFIT ORGANIZATIONS * :

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

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

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

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

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

REHEARSAL USAGE :

(Either Profit or Non-Profit Organizations)

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

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

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

SOUND TECHNICIAN SERVICES:

(Either Profit or Non-Profit Organizations)

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

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

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

LIGHTING TECHNICIAN SERVICES:

(Either Profit or Non-Profit Organizations)

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

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

Agenda Item No.

City Council Meeting of:

09-24-2012

A handwritten signature in black ink, appearing to be 'JAW', located to the right of the date.

THE FUENTES
&
RODRIGUEZ
CONSULTING
GROUP

THE FUENTES

&



RODRIGUEZ
CONSULTING GROUP

799 BRICKELL PLAZA, SUITE 804, MIAMI, FL 33131 | PHONE: (305) 443-6300 FACSIMILE: (305) 373-6918

AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES

This Amended and Restated Agreement for Professional Services (the "Agreement") is entered into by and between the FUENTES CONSULTING GROUP, LLC, an active Florida limited liability company, d/b/a the FUENTES RODRIGUEZ CONSULTING GROUP ("FRCG"), and CITY OF MIAMI SPRINGS (hereinafter referred to as "MIAMI SPRINGS"). FRCG and MIAMI SPRINGS together shall be referred to as "Parties."

RECITALS

WHEREAS, MIAMI SPRINGS has had an active Professional Services Agreement in place with the South Florida WREN Group ("WREN") since 2009 for representation and other professional services; and

WHEREAS, the principals of WREN now operate FRCG and plan to wind down the operation of WREN; and

WHEREAS, MIAMI SPRINGS wishes to continue to receive the services it has received from the principals of WREN by and through FRCG, and FRCG is ready willing and able to do so.

AGREEMENT

NOW THEREFORE, in consideration of these aforementioned recitals, which are incorporated herein by reference, and the mutual covenants and obligations contained in this Agreement, FRCG and MIAMI SPRINGS hereby agrees as follows:

1) Services: The FRCG shall: provide strategic consulting for successful implementation of MIAMI SPRINGS' legislative agenda; serve as MIAMI SPRINGS' representative and spokesperson in meetings with federal, state, regional and members of the Florida Legislature, legislative branch staff, other stakeholders involved in the implementation of flood initiatives and programs, as well as, to secure funding for other capital improvements projects within the City; represent MIAMI SPRINGS one of its designated lobbyists before the Florida Legislature during the 2012 Regular Session and any and all Special Sessions that may convene; and provide public relations and outreach consultation and services with relevant stakeholders and prospective opportunities (collectively referred to as, the "Services").

It is hereby agreed to and understood that the obligations referenced above as FRCG's Services serve as general operating parameters that are not meant to be express instructions to FRCG on how to complete its Services but instead illustrative of the scope of work that will most likely be required in the successful accomplishment of MIAMI SPRINGS' objectives. In the rendition of FRCG's Services, all representations made by FRCG on MIAMI SPRINGS' behalf shall be subject to prior approval by MIAMI SPRINGS' authorized representative, which may be given orally or in written form. Nothing in this agreement shall be construed as a representation guarantying FRCG's ability to successfully have a governmental entity approve, adopt or otherwise support any part or policy related to the MIAMI SPRINGS' goals. FRCG shall apply its best efforts to facilitate the development of the MIAMI SPRINGS' goals.

2) Term and Compensation: The term of this Agreement shall begin on October 1st, 2011 ("Effective Date") and will be for a period of one (1) year ending on September 30th, 2012. Miami Springs shall have the option to renew this Agreement for up to three (3) successive terms of one (1) year, under the same terms and conditions herein, provided that the services requested of FRCG have not substantially varied from those listed. The Parties are, otherwise, free to extend the term of this Agreement, the scope of duties and the corresponding compensation by modification or addendum to his Agreement pursuant to Section 5 herein. MIAMI SPRINGS will pay FRCG the sum total of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) for the aforementioned term (hereinafter the "Fee") to perform the Services specified in Section (1) herein. An initial retainer fee of SIXTEEN THOUSAND DOLLARS (\$16,000.00) shall be due within fifteen (10) days of execution of this Agreement. The balance shall be paid in two (2) additional installments of FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500.00), due and payable on February 1st, 2012 and June 1st, 2012, following MIAMI SPRINGS' receipt of invoices from FRCG. Should FRCG successfully accomplish MIAMI SPRINGS' objective prior to the end of the term, the balance of the Fee shall be due to FRCG within thirty (30) days thereafter. All payment(s) shall be made by check or money order consistent with Section (4) of this Agreement.

3) Expenses: Any office or de minimus general expenses incurred by FRCG in the performance of its Services under this Agreement shall not be billed to MIAMI SPRINGS but shall be borne by FRCG and covered by the Fee. FRCG shall not be responsible for producing any and all marketing materials that may be necessary to accomplish MIAMI SPRINGS' objectives. Should FRCG be required to pay in advance any pre-approved expenses related to the necessary or emergency production of marketing materials, FRCG shall bill to MIAMI SPRINGS, and MIAMI SPRINGS shall reimburse FRCG, for all pre-approved expenses. The Fee shall not cover any and all additional costs, fees and/or expenses related to the Services provided by subcontractors identified by FRCG and authorized by MIAMI SPRINGS for retention.

4) Issuance of Payments and Notice: MIAMI SPRINGS shall make checks payable to the FUENTES RODRIGUEZ CONSULTING GROUP and sent to 799 Brickell Plaza, Suite 804, Miami, FL 33131. All written notices from MIAMI SPRINGS to FRCG shall be sent to this address.

5) Modification, Extension or Other Amendment: No modification, extension or other change to this Agreement shall be valid unless in writing signed by the parties hereto. The parties are free to extend this agreement under its same terms by a mutually-executed writing, referencing this Agreement, specifying the term of the extension and providing any deviations from this Agreement.

6) Termination: Either of the parties may terminate this Agreement prior to the date established in section (2) herein by providing written notice to the other party thirty (30) days prior to the desired date of termination. If this Agreement is appropriately terminated, MIAMI SPRINGS shall pay FRCG for any and all Services rendered, as well as any and all pre-approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, as provided herein, the final amount to be paid shall be established on a pro-rata basis based on the per diem value of work under this Agreement for the time leading up to the established date of termination. If the Fee exceeds the pro-rata amount due and the monthly fee had already been paid to FRCG, FRCG shall remit the difference within thirty (30) days of termination in a check or money order payable to MIAMI SPRINGS. FRCG shall not be entitled to, and MIAMI SPRINGS shall not be required to pay, any outstanding pro-rata amount, if MIAMI SPRINGS terminates this Agreement because FRCG or an authorized agent thereof is arrested or convicted of any crime or offense connected with the rendition of the Services hereunder, fails or refuses to comply with the reasonable directives of MIAMI SPRINGS, or is guilty of serious misconduct in connection with performance hereunder. Termination of this Agreement for cause shall not impair any other rights or remedies available to the terminating party.

7) Independent Contractor: Subject to the terms and conditions of this Agreement, MIAMI SPRINGS hereby engages FRCG as an independent contractor to perform the Services set forth herein, and FRCG hereby accepts such engagement. This Agreement shall not render FRCG an employee, partner, agent of, or joint venturer with MIAMI SPRINGS for any purpose. FRCG is and will remain an independent contractor in its relationship to MIAMI SPRINGS. MIAMI SPRINGS shall not be responsible for withholding taxes with respect to FRCG's compensation hereunder. FRCG shall have no claim against MIAMI SPRINGS, as a result of this Agreement or otherwise, for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

8) Successors and Assigns; Merger: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. This Agreement shall not be terminated by the merger or consolidation of FRCG into or with any other entity.

9) Assignment: FRCG shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of MIAMI SPRINGS.

10) Choice of Law; Controversies; Jurisdiction and Venue: The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. The parties hereby agree that any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Miami-Dade County, Florida in a court of appropriate jurisdiction.

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

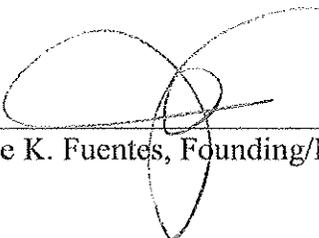
12) Waiver: Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

13) Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

14) Entire Understanding: This document and any schedule and/or exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

IN WITNESS HEREOF, the Parties, having reviewed, read, and understood the terms of this Agreement, do hereby execute this Agreement by the respective signatures of the appropriate persons below, effective as of the date specified above.

FUENTES RODRIGUEZ CONSULTING GROUP:

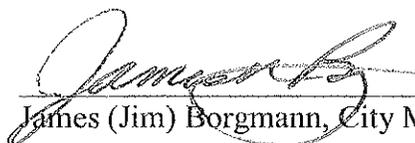


Jose K. Fuentes, Founding/Managing Partner

9/8/11

Date Executed

THE CITY OF MIAMI SPRINGS



James (Jim) Borgmann, City Manager

10/31/2011

Date Executed



**CITY OF MIAMI SPRINGS
OFFICE OF THE CITY CLERK**

201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5006
Fax: 305.805.5028

Agenda Item No.

City Council Meeting of:

09-24-2012

TO: Ronald K. Gorland, City Manager *R. Gorland*

VIA: Magali Valls, City Clerk *M. Valls*

FROM: Suzanne S. Hitaffer, Clerk of the Education Advisory Board *S. Hitaffer*

DATE: September 19, 2012

SUBJECT: **Education Advisory Board Recommendation**

Based on their actions taken at their meeting of September 18, 2012, the Education Advisory Board members would like to bring the following recommendation to the attention of the City Council:

"Vice Chair Zapata moved to make a recommendation to Council to support the public awareness of the bond issue based on the Education Advisory Board's support. Board member Sami seconded the motion, which carried unanimously on voice vote."

Attachments: Excerpts of Minutes

Excerpts: Education Advisory Board Meeting of September 18, 2012

6) District Presentation

Lubby Navarro, Director, Office of Intergovernmental Affairs, Grants Administration and Community Engagement for Miami Dade County Public Schools distributed handouts on 21st Century Schools (attached for the record). She said that she is looking forward to a great school year and working on many initiatives to provide resources and better partnerships between the City and the schools.

Ms. Navarro informed the Board that it would be beneficial to review the education compact in terms of the needs of the schools and to identify and survey the principals to see what issues they want to bring forward, including projects to provide resources or partnerships with community business members.

Ms. Navarro stated that the key driver of any compact is working together with the community to assist the principals and students. She explained that the compact would be a topic for a future meeting, but she wanted to inform the Board that this would be a helpful exercise. She added that the partnerships become very valuable during difficult budget years when there is a lack of funding from the Legislature.

Ms. Navarro reported that the District had embarked on the 21st Century Plan, which is based on bonds for schools. The School District has a \$2BB deficit in the capital program for the repair and routine maintenance of the schools, including technology. The State Governor signed a bill allowing the School Board to provide questions to the voters and the Superintendent prepared a proposal to the School Board for consideration. Part of the proposal requires, based on Statute, that projects throughout the entire County be listed based on a needs assessment of the schools and they were considered and approved by the Department of Education.

Ms. Navarro explained that the School Board voted in favor of placing a question on the November 6th ballot. The District has embarked on a public awareness campaign through community meetings and the Superintendent has spearheaded the effort by speaking to multiple community groups on a daily basis to emphasize the importance and the need for school repairs.

The Superintendent hopes to make the bond referendum very transparent to allow community groups and members to know the progress of the projects, according to Ms. Navarro. The District is currently exploring a twenty member citizen group that will function as an oversight board that will track the progress of the bond, provide recommendations for projects and provide briefings at School Board meetings after the bonds are issued.

Ms. Navarro stated that this opportunity will extend the current 1998 bond into the issuance of a new bond, minimizing the debt that current taxpayers and property owners will have to bear. The proposed \$1.2 billion bond referendum is projected to have a minimal impact on the homeowner of \$5.00 annually per \$100,000 of taxable property value in the first year. The School Superintendent said that in order for students to learn in the 21st century, they must be housed in 21st century buildings. There is a correlation between the facility and the learning that goes on in that facility and the schools must move forward with updated technology.

Ms. Navarro said that the District hopes that the Board can support the public awareness issue and provide a recommendation in an advisory capacity to the City Council asking them to consider supporting the bond issue. She said that the cities are the heart of the community and they are asking for their support. She added that the program will create 9,200 sustainable construction jobs in the community.

Chair Salomon said that he received the information on 21st Century Schools today from the Chief of Staff for Miami-Dade County Public Schools and the impact to the property owners is very minimal. He feels that many students will benefit and that the Board should make a resolution to support the issue.

Board member Hunter asked if the bond were approved if there were any specific funds available that would be slated for renovation in the City of Miami Springs' schools.

Ms. Navarro replied that there are projects in every school that can be identified by the Principals and every school will benefit based on the assessment. There is no associated value because it changes over time; the projects are designated and they will go through the citizen advisory committee.

Board member Hunter suggested that a list could be provided to the Board of specific projects that will be done in the Miami Springs' schools and the cost associated if the bond issue is passed. He said that a recommendation could be made to Council informing them that the specific projects will be done based on the approval of the bonds.

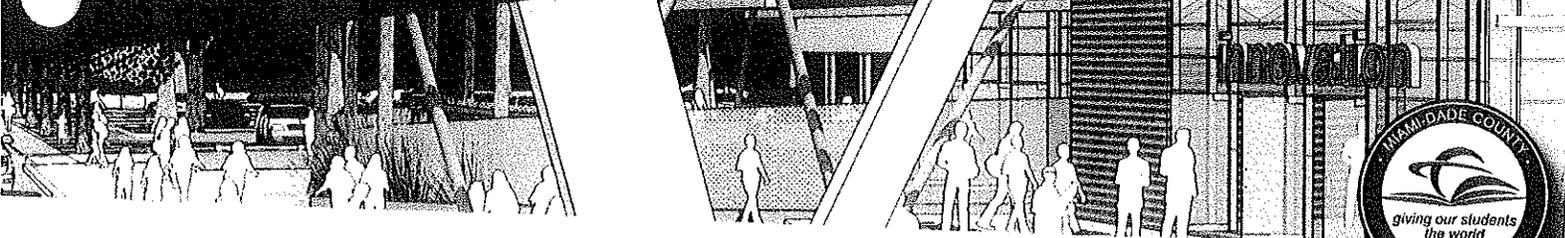
Ms. Navarro offered to provide a municipal list of projects through the Office of Facilities, although it would not include the associated cost. She added that the school Principals can report on the specific projects for their schools.

Vice Chair Zapata moved to make a recommendation to Council to support the public awareness of the bond issue based on the Education Advisory Board's support. Board member Sami seconded the motion, which carried unanimously on voice vote.

Ms. Navarro thanked the Board for their support and she hopes this will become a reality for the schools and the students.

21st Century Schools

Miami-Dade County Public Schools



WHAT:

Miami-Dade County Public Schools will ask county voters to invest in their schools by approving the issuance of a \$1.2 billion General Obligation (GO) Bond for renovating facilities, updating technology, building school replacements, expanding student capacity, and enhancing facility safety.

WHY:

Inequity exists between the instructional experience of students in newer schools and those in outdated buildings. To take full advantage of today's technology and digital learning environments, aging schools must be replaced or updated to give all students access to cutting-edge academic programming with modern and safe learning environments. Common sense and numerous studies have concluded that students learn better in upgraded or newer facilities with advanced technology, better air quality and less noise.

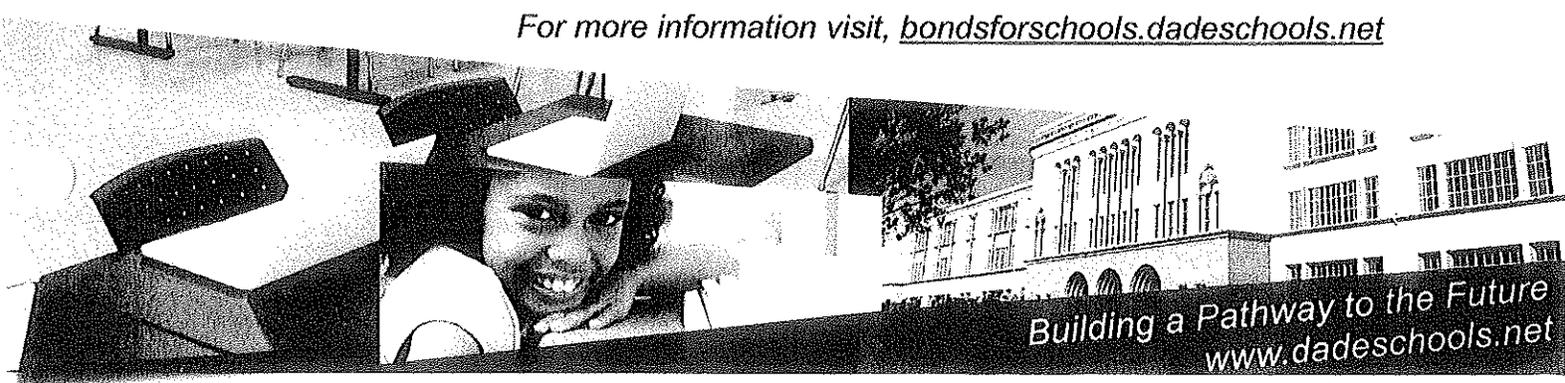
WHY NOW:

Early half of the District's school buildings are over 40 years old with more than one-third at least 50 years old. Interest rates are at an all-time low and local building costs are way down. This bond issue will allow for the District's long-term capital needs to be repaid over time, with minimal impact to homeowners. Investing in school infrastructure projects now will yield a greater return to taxpayers and will create jobs in the community. The proposed \$1.2 billion bond referendum is projected to have a minimal impact on the homeowner of \$5 annually per \$100,000 of taxable property value in the first year; and a projected average of \$27 annually per \$100,000 taxable property value during the term of the bond. The long-term benefits of this 21st Century Schools Initiative far outweigh the cost to homeowners and will create 9,200 jobs during the first three years, with more than 18,000 sustainable jobs during the course of construction.

Bonds Will Help:

- Enhance the safety and security of school buildings
- Renovate or upgrade every school
- Guarantee technology equity across all schools
- Provide transparency and confidence through citizen advisory and oversight committees
- Reflect community input while minimizing the burden on taxpayers
- Promote greater public/partnerships

For more information visit, bondsforschools.dadeschools.net



Building a Pathway to the Future
www.dadeschools.net

EXCERPTS - CITY COUNCIL REGULAR MEETING - 9-10-2012

09-24-2012

6E) 09-05-2012 – Board of Adjustment – Approval of Actions Taken by the Board of Adjustment Subject to the 10-day Appeal Period

Actions taken by the Board of Adjustment at their meeting of September 5, 2012 were approved subject to the 10-day appeal period.

Councilwoman Ator moved the item. Councilwoman Bain seconded the motion .

Mayor Garcia asked City Manager Gorland if this item could be brought back to Council to discuss the issue in reference to equipment on the side yard of homes. He feels that there is some important information that Council needs to discuss and consider as well as the recommendation of the Planning and Zoning Director. City Manager Gorland replied in agreement.

The motion was unanimously carried on roll call vote.

MIAMI SPRINGS

Sec. 150-034. - Installation of central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment.

(A)

Location property—New construction. Central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment to be installed in conjunction with the construction of new residential structures may only be located in the rear yard area of the homesites.

(B)

Location property—Existing homesite. The aforesaid provision shall not be applicable to central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment that are being replaced for already existing residential structures, which may be installed in the same location as the equipment being replaced.

(C)

Location on property—Exception. Notwithstanding the foregoing, new residential structures which have a side yard that abuts a street, shall be permitted to install central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment in the side yard area abutting the street. However, all such equipment must be properly obscured and screened from view from the street and may not be located closer than ten feet from the side yard property line. Additionally, this provision shall be applicable to appropriate instances of reverse frontage homesites:

(D)

Installation standards and requirements. All central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment shall only be installed in accordance with the rules, regulations and requirements of the City of Miami Springs, Miami-Dade County, and the Florida Building Code of the State of Florida.

(E)

Installation supervision and control. The installation of central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment on residential homesites within the City shall be supervised and controlled by the City Building Department.

(Ord. 940-06, passed 8-28-06; amend. Ord. 953-07, passed 2-26-07)

ORDINANCE NO. 940-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS ENACTING NEW CODE OF ORDINANCE SECTION 150-034, INSTALLATION OF CENTRAL AIR CONDITIONING AND HEATING UNITS; PROVIDING FOR EQUIPMENT LOCATION ON NEW AND EXISTING HOMESITES; ESTABLISHING AN EXCEPTION FOR EQUIPMENT LOCATION ON NEW HOMESITES; DELINEATING INSTALLATION STANDARDS AND REQUIREMENTS; PROVIDING FOR SUPERVISION AND CONTROL OF INSTALLATIONS; DIRECTIONS TO CODIFIERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.

WHEREAS, there have been questions in the past regarding the proper and required location for air conditioning and heating equipment on new and existing homesites in the City; and,

WHEREAS, it is both proper and appropriate to clarify the provisions governing the installation of central air conditioning and heating equipment on new and existing homesites; and,

WHEREAS, the City Board of Adjustment has recently handled cases in which variances were sought from the requirement that new central air conditioning and heating equipment must be located in the rear yard area of homesites; and,

WHEREAS, the City Board has recommended that the existing Ordinance provision be amended to provide an exception for equipment that would be located in the side yard areas of properties adjacent to streets; and,

WHEREAS, the City Council has determined that the enactment of this new Code section clarifies the permitted installation locations for central air conditioning and heating equipment, provides an appropriate exception for side yard location and installation, and is 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 new Code of Ordinance Section 150-034, Installation of Central Air Conditioning and Heating Units, is hereby enacted as follows:

SECTION 150-034. Installation of Central Air Conditioning and Heating Units.

- (A) Location Property-New Construction - Central air conditioning and heating units to be installed in conjunction with the construction of new residential structures may only be located in the rear yard area of the homesites.
- (B) Location Property - Existing Homesite - The aforesaid provision shall not be applicable to central air conditioning and heating units that are being replaced for already existing residential structures, which may be installed in the same location as the equipment being replaced.
- (C) Location on Property - Exception - Notwithstanding the foregoing, new residential structures which have a side yard that abuts a street, shall be permitted to install central air conditioning and heating units in the side yard area abutting the street. Additionally, this provision shall be applicable to appropriate instances of reverse frontage homesites.

- (D) Installation Standards and Requirements. All central air conditioning and heating units shall only be installed in accordance with the rules, regulations and requirements of the City of Miami Springs, Miami-Dade County, and the Florida Building Code of the State of Florida.
- (E) Installation Supervision and Control. The installation of central air conditioning and heating units on residential homesites within the City shall be supervised and controlled by the City Building Department.

Section 2: That the codifiers are hereby directed to codify this Ordinance in the proper manner and format of the City of Miami Springs Code of Ordinances

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

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

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida this 28th day of August, 2006.

The motion to adopt the foregoing ordinance was offered on second reading by Vice Mayor Garcia, seconded by Councilman Best, and on roll call the following vote ensued:

Vice Mayor Garcia	“aye”
Councilman Best	“aye”

Councilman Dotson “aye”
Councilman Youngs “aye”
Mayor Bain “aye”

Billy Bain
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Jan K. Seiden, Esquire
City Attorney

First reading: 08/14/2006
Second reading: 08/28/2006

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

ORDINANCE NO. 953-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-034, INSTALLATION OF CENTRAL AIR CONDITIONING AND HEATING UNITS; BY INCLUDING POOL PUMPS AND EQUIPMENT AND SPRINKLER PUMPS AND EQUIPMENT WITHIN THE PROVISIONS OF THE ORDINANCE; PROVIDING A NEW SCREENING REQUIREMENT FOR EQUIPMENT IN SIDE YARD AREA ADJACENT TO STREETS; DELINEATING A NEW DISTANCE REQUIREMENT FOR EQUIPMENT LOCATED IN SIDE YARD AREAS ADJACENT TO STREETS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.

WHEREAS, the City Council has recently enacted Code of Ordinance Section 150-034 which specifies the installation locations for central air conditioning and heating units for new construction, replacement equipment and on properties abutting streets; and,

WHEREAS, the Planning and Building Departments have received inquiries regarding the installation locations for pool pumps and equipment and sprinkler pumps and equipment in light of the recent enactment of Code Section 150-034; and,

WHEREAS, upon hearing a recent variance case regarding such equipment, the Board of Adjustment suggested that such equipment be located in the same manner as the equipment provided for in Code Section 150-034; and,

WHEREAS, the Board, however, also felt that Code Section 150-034 should be further amended to require appropriate screening and distance limitation provisions for equipment permitted to be located in side yard areas abutting streets; and,

WHEREAS, the City Council has determined that the comments and suggestions expressed by the Board of Adjustment in regard to the inclusion of the additional equipment, and the requirements of appropriate screening and distance requirements for side yard locations, are appropriate, proper, 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 150-034, Installation of Air Conditioning and Heating Units, is hereby amended as follows:

SEC. 150-034. Installation of Central Air Conditioning and Heating Units, Pool Pumps and Equipment and Sprinkler Pumps and Equipment.

- (A) *Location Property-New Construction* - Central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment to be installed in conjunction with the construction of new residential structures may only be located in the rear yard area of the homesites.
- (B) *Location Property - Existing Homesite* - The aforesaid provision shall not be applicable to central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment that are being replaced for already existing residential structures, which may be installed in the same location as the equipment being replaced.

- (C) *Location on Property - Exception* - Notwithstanding the foregoing, new residential structures which have a side yard that abuts a street, shall be permitted to install central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment in the side yard area abutting the street. However, all such equipment must be properly obscured and screened from view from the street and may not be located closer than ten (10') feet from the side yard property line. Additionally, this provision shall be applicable to appropriate instances of reverse frontage homesites.
- (D) *Installation Standards and Requirements.* All central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment shall only be installed in accordance with the rules, regulations and requirements of the City of Miami Springs, Miami-Dade County, and the Florida Building Code of the State of Florida.
- (E) *Installation Supervision and Control.* The installation of central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment on residential homesites within the City shall be supervised and controlled by the City Building Department.

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

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

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida this 26th day of February, 2007.

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

Vice Mayor Youngs	“aye”
Councilman Best	“aye”

Councilman Dotson
Councilman Garcia
Mayor Bain

“aye”
“aye”
“aye”

Billy Bain
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Jan K. Seiden, Esquire
City Attorney

First reading: 02/12/2007
Second reading: 02/26/2007

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

EXCERPTS - CITY COUNCIL REGULAR MEETING – 02-26-2007

7B) Public Hearing – Second Reading – Ordinance – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 150-034, Installation of Central Air Conditioning and Heating Units; by Including Pool Pumps and Equipment and Sprinkler Pumps and Equipment Within the Provisions of the Ordinance; Providing a New Screening Requirement for Equipment in Side Yard Area Adjacent to Streets; Delineating a New Distance Requirement for Equipment Located in Side Yard Areas Adjacent to Streets; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date (First Reading: 2/12/2007 – Advertised: 2/14/2007)

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden explained that no changes were made since the first reading of the ordinance. He called attention to Section (D) that states:

“Installation Standards and Requirements. All central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment shall only be installed in accordance with the rules, regulations and requirements of the City of Miami Springs, Miami-Dade County and the Florida Building Code of the State of Florida”.

Attorney Seiden said that one of the requirements of the Code is in the definition of rear yard that states that equipment cannot be placed within the minimum setback of the side or rear yards.

Mayor Bain opened the public hearing to those persons wishing to speak. There were no speakers, and the public hearing was closed.

Councilman Best moved to adopt the ordinance and Councilman Dotson seconded the motion, which was unanimously carried on roll call vote (Ordinance No. 953-2007).



Agenda Item No.

City Council Meeting of:

09-24-2012 *[Signature]*

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

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Ron Gorland, City Manager *[Signature]*
DATE: September 20, 2012
SUBJECT: Consideration for Rescheduling the November 12, 2012 City Council Regular Meeting Due to the Veterans Day Holiday

DISCUSSION:

As you are aware, Monday, November 12th, is a National holiday for Veterans Day because the holiday actually falls on Sunday, November 11th. Because Monday is a National holiday, it is recommended that Council consider holding our scheduled Regular Council Meeting on Tuesday, November 13th.

City Council Meeting of:

09-24-2012

CITY OF MIAMI SPRINGS



PLANNING AND ZONING
DEPARTMENT
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5034
Fax: (305) 805-5036

MEMORANDUM

To: Ronald K. Gorland, City Manager
From: James H. Holland, AICP, Planning and Zoning Director
Date: September 20, 2012
Subject: Request for Hearing

Dr. Emery Salon has requested a hearing before the Board of Appeals to appeal the decision of the Board of Adjustment. He had requested a variance from Code Section 150-034 (A) to permit the placement of pool equipment in a side yard. He wishes to be heard on Monday, October 8.

