



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

**Vice Mayor Michael Windrem
Councilman George V. Lob**

**Councilman Billy Bain
Councilman Jaime A. Petralanda**

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium".

AGENDA

REGULAR MEETING

**Monday, August 26, 2013 – 7:00 p.m.
Council Chambers – City Hall
201 Westward Drive – Miami Springs**

- 1. Call to Order/Roll Call**
- 2. Invocation: Councilman Petralanda**
Salute to the Flag: Audience Participation
- 3. Awards & Presentations:**
 - A) Presentation by Mark Bain Regarding the New Archery Club at the Golf Course**
 - B) Farmers Market Presentation by Sarah Vargas Regarding the New Farmers Market on Curtiss Parkway Between Park Street and the Circle to Run Once a Week, from 9:00 a.m. to 2:00 p.m. from Saturday, October 5, 2013 Until Saturday March 29, 2014**
- 4. Open Forum: Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins**

5. **Approval of Council Minutes:**
 - A) 08-05-2013 – Workshop Meeting
 - B) 08-07-2013 – Workshop Meeting

6. **Reports from Boards & Commissions:**
 - A) 08-13-2013 – Recreation Commission – Minutes
 - B) 08-14-2013 - Golf and Country Club Advisory Board - Cancellation Notice
 - C) 08-19-2013 – Revitalization and Redevelopment Ad-Hoc Committee – Cancellation Notice
 - D) 08-21-2013 – Board of Parks and Parkways – Cancellation Notice
 - E) 08-22-2013 – Code Review Board – Cancellation Notice

7. **Public Hearings:**
 - A) Second Reading – Ordinance No. 1056-2013 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 113-04, Business Taxes-Schedule of Fees, By Providing a Five (5%) Percent Increase in the Cost of All City Business Taxes; Repealing all Ordinances or Parts of Ordinance in Conflict; Effective Date (First Reading: 08-12-2013 – Advertised for second reading: 08-15-2013)

8. **Consent Agenda:**
 - A) Recommendation that the City Renews its Management Contract with Little Smart Arts, LLC., to Utilize the Multi-Purpose Room on the Third Floor of the Community Center on Tuesday Afternoons from 4:00 p.m. to 6:30 p.m. for the Operation of the Little Smart Arts Program

9. **Old Business:**
 - A) Appointments to Advisory Boards by the Mayor and Council Members
 - B) Rescinding of Prior Golf Cart Lease Approval
 - C) Recommendation that Council Waive the Competitive Bid Process and Approve a Lease Agreement with Yamaha Commercial Customer Finance, in the Amount of \$252,975.00, for Seventy-Five (75) 2014 Gasoline Powered Carts at \$54.75 Per Cart, and One (1) Concierge 4-Passenger Transportation Vehicle at \$110.00, for a Five-Year Term, Pursuant to Section 31.11 (E) (6) (g) of the City Code.

10. New Business:

- A) Resolution No. 2013-3592 – A Resolution of the City Council of the City of Miami Springs Approving and Authorizing Clerks for the City’s Red Light Camera Process/Procedures: Authorizing the Clerks to Act in All Matters Related to the Administration of the City’s Red Light Camera Program; Effective Date
- B) Resolution No. 2013-3593 – A Resolution of the City Council of the City of Miami Springs Approving and Authorizing the City Administration’s selection of Local Hearing Officers for the City’s Red Light Camera Program; Authorizing the Local Hearing Officers to Act in All Matters Related to the Hearings Conducted Pursuant to the City’s Red Light Camera Program; Effective Date
- C) Resolution No. 2013-3594 – A Resolution of the City Council of the City of Miami Springs, Florida Determining the Necessity and Appropriateness of the Acquisition of Equipment Pursuant to a Master Lease with SunTrust Equipment Finance and Leasing Corporation; Authorizing the Execution and Delivery of a Master Lease Agreement, Equipment Schedule No. 04; Authorizing the City Manager and Other Authorized City Officers to Execute the Lease Documentation, Evidence the Validity of the Lease Documents, and Affix the City Seal Where Required; Directing the Execution of Any Additional Lease Documentation by the Proper Officials and Officers of the City in Order to Effectuate the Subject Transaction; Declaration of Transaction Compliance With Internal Revenue Service Regulations; Effective Date

11. Other Business:

- A) Fiscal Year 2012-2013 Third Quarter Budget Status Report (Unaudited)
- B) Remaining FY 2013-2014 Budget Issues (continued from 08-19-2013 Workshop Meeting)

12. Reports & Recommendations:

- A) City Attorney
- B) City Manager
- C) City Council

13. Adjourn

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made (F. S. 286.0105), all of which the City does not provide.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: (305) 805-5006, no later than (7) days prior to the proceeding.

Pursuant to Sec. 2-11.1 (S) of the Miami-Dade County Code and Miami Springs Code of Ordinances Chapter 33 - §33-20, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk.

Agenda Item No.

City Council Meeting of:

8-26-2013



MIAMI SPRINGS

farmers

market

CONTENTS

1. Letter of Intent
2. Project Statistics
3. Application
4. Certificate of Insurance
5. Letters from surrounding businesses
6. Photo of proposed signing
7. Map of Market area
8. Vendor Application Form

May 23rd, 2013

To: City of Miami Springs

Re: Proposed Farmers Market on Curtis Parkway

Sarah Vargas is seeking permission to operate a Farmers Market on Curtis Parkway between Cross St and the Circle.

Location: Curtis Parkway center median between Cross St/Crescent Dr and the Circle

Duration: To run from Saturday, Oct. 5th 2013 to Saturday, March 29th 2014

Frequency: Once a week on Saturday morning

Hours: 9am to 2pm

The goal of the Market is to provide access to healthy, locally grown and produced foods; encourage development of small, local businesses and create a family friendly community event.

The Market intends to host up to 30 vendors of locally produced food and farm related products. Examples of products are: fruits and vegetables, honey, natural juices, nuts, plants and herbs, jams, jellies and other preserved/pickled items, bread, baked goods, pasta, ice cream and cheeses. Local artisan food producers have become as important to the Farmers Market concept as local farmers. Encouraging the participation of these local food producers gives the market its unique identity and maintains a close connection to the community.

The Market will also host weekly special events such as cooking demonstrations and environmental education classes. We also welcome participation from local yoga, Tai Chi and other healthy lifestyle programs.

Farmers Markets provide a valuable public service through their ability to educate consumers about nutrition, and empower both children and adults to ask questions about what they eat and where it comes from.

Thank you for your consideration,

Sincerely,

Sarah Vargas

Miami Springs Farmers' Market – Project Statistics

The proposed Farmers' Market will operate on the median of Curtis Parkway, between Cross Street and the Circle. Actual sales area will be 3000 sq ft comprised of approx. 30 individual 10x10 vendor shade canopies.

We anticipate 200-300 patrons will visit the Market weekly.

The market area as shown on the map will line the pedestrian pathway with parking for vendors and patrons behind the vendor canopies during market hours. Parking will also be available for vendors and patrons on other sections of the Curtis Parkway median as necessary.

Garbage and re-cycling cans will be provided within the market area during market hours. Excess bulk garbage generated by the vendors will be removed by those vendors.

Signing for the Farmers' Market will be in the form of 16 light pole banners distributed along Westward Dr and around the Circle as permitted.

Vendors and patrons will park with the traffic on the median and swale areas of Curtis Parkway.

CITY OF MIAMI SPRINGS



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

SPECIAL EVENTS APPLICATION

(TO CONDUCT A SPECIAL EVENT ON CITY PROPERTY OR OTHER PUBLIC PROPERTY)

- APPLICANT:** Sarah Vargas
Name of Organization: Human Powered Enterprises
Address: 33 Whitehorn Dr, Miami Spgs
Phone: 786 223 5602 Fax: -
- EVENT:** Miami Springs Farmers Market
Purpose: Local community market - food & farm only
Profit: Non-Profit:
Date: Sat Oct 5, 2013 - March 29th 2014 - Saturdays only
Time Start: 8am End: 2 PM
Estimated # of participants: 20 Estimated # of spectators: 200
Location of event: Curtis Parkway between Cross St + the Circle
(Attach map to show route, if applicable)
- INSURANCE:** Attach Certificate of Insurance naming City of Miami Springs as an additional insured: Limits \$1 Million each person; \$2 Million each occurrence for bodily injury liability; \$100,000 each occurrence on property damage liability.
- FACILITY CLEAN-UP/DAMAGE REPAIR:** There is a deposit required of \$100 to cover cost of applicant litter clean-up and facility repair. Applicant agrees to reimburse the City if its clean-up/damage repair costs exceed the \$100 deposit. If no clean-up/damage repair is required, the deposit will be returned. **NOTE:** Applicant is responsible for providing adequate "recycling" containers to dispose of recyclable material.
- SPECIAL SERVICE:** Police: Traffic control and/or crowd control will be determined by the Miami Springs Police Department. Any police personnel costs incurred in addition to normal operating expenses will be provided by off-duty police officers and must be arranged with the Chief of Police or his designee.
- CODE COMPLIANCE:** Any placement of placards, banners, signs, etc., must be cleared with the Code Compliance Officer in compliance with the City Code.
- NOISE AND MUSIC PERMITS:** Permits may be issued upon the completion of the application, investigation, and decision making processes set forth in Code of Ordinance sections 99-20 through 99-25.

Applicant hereby affirms that none of the activities involved in this request involve any nudity or acts which could be construed as lewd, offensive to the senses, or offensive to the decency of an individual or the City.

Applicant: _____
(Print Name/Title) (Signature) (Date) 5/21/13

- Risk Manager _____ Date _____
- Chief of Police _____ Date _____
- Code Compliance _____ Date _____
- City Manager _____ Date _____

<u>Enclosure:</u> Certificate of Insurance	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Waived <input type="checkbox"/>
Route Map	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Waived <input type="checkbox"/>
Clean-up/Damage Repair Deposit	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Waived <input type="checkbox"/>
Usage Fee	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Waived <input type="checkbox"/>
Special Condition	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Waived <input type="checkbox"/>
Facility Agreement	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Waived <input type="checkbox"/>

to be updated Sept 201

REFERENCES:

FOLLOW-UP NOTES:

Please initial _____

Insurance

The attached policy will insure both Miami Springs Farmers Market and Doral Farmers Market. The policy will name the City of Miami Springs as additionally insured. The policy will not be effective until Sept. 2013 at which time a copy will be provided to the City.

5/10/13

FROM: CODY BAKER
FL - Fort Lauderdale

TO: COASTAL INSURANCE GROUP INC 099608
FAX#: 1-305-887-7809

ATTN: Nelson Perez

RE: THE FARMERS MARKET AT DORAL SUB#: 2618661

WE ARE PLEASED TO SUBMIT OUR PROPOSAL FOR THE CAPTIONED SUBJECT. QUOTE IS BASED ON THE FOLLOWING LIMITS, COVERAGE, ETC. PLEASE READ QUOTE CAREFULLY AS COVERAGES BEING OFFERED MAY BE MORE LIMITED THAN COVERAGES REQUESTED.

SECTION II / GENERAL LIABILITY COVERAGE :

GENERAL AGGREGATE	2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	EXCLUDED
PERSONAL & ADVERTISING INJURY	1,000,000
EACH OCCURRENCE	1,000,000
FIRE DAMAGE LEGAL LIABILITY	100,000
MEDICAL PAYMENTS	5,000

DEDUCTIBLE: \$0 PER CLAIM INCLUDING LOSS ADJUSTMENT EXPENSE AND DEFENSE COSTS.

PREMIUM: \$750.00
TAX: \$46.75
INSPECTION FEE: \$150.00
POLICY FEE: \$35.00
FL HURRICANE \$12.16
STAMP FEE \$1.87

COMPANY: COLONY INSURANCE COMPANY

MINIMUM EARNED PREMIUM: 25% AT INCEPTION.

PREMIUM IS MINIMUM AND DEPOSIT, SUBJECT TO AUDIT.

APPLICABLE TERMS: ACTUAL POLICY MAY CONTAIN ADDITIONAL TERMS.

PLEASE CONTACT ALL RISKS, LTD. FOR EXACT WORDING IF NEEDED.

- PJCIC FL (08-10) Florida Only - COMMON POLICY JACKET
- DCJ6550FL (07-05) COMMON POLICY DECLARATIONS
- IL0017 (11-98) COMMON POLICY CONDITIONS
- IL0021 (04-98) EXCL-NUCLEAR ENERGY LIABILITY
- U001 (10-04) SCHEDULE OF FORMS
- U002 (09-04) MINIMUM POLICY PREMIUM
- U094 (07-02) SERVICE OF SUIT

COMMERCIAL LINES INSURANCE QUOTATION

PAGE 2

RE: THE FARMERS MARKET AT DORAL

- PRIVNOT (11-05) PRIVACY NOTICE
- DCJ6553 (07-02) LIABILITY COVERAGE DECLARATIONS
- CG0001 (12-07) LIABILITY COVERAGE FORM
- CG2167 (12-04) EXCL-FUNGI OR BACTERIA
- CG2149 (09-99) TOTAL POLLUTION EXCLUSION ENDORSEMENT
- U004 (05-10) MISCELLANEOUS EXCLUSIONS ENDT
- U048 (03-10) EXCL-EMPLOYMENT RELATED PRACTICE
- U070 (03-08) DEDUCTIBLE LIABILITY INSURANCE
- U159 (07-02) LIMIT CVG TO BUSINESS DESCRIPT
- U466 (02-12) EXCLUSION - LEAD
- CG0068 (05-09) EXCL - RECORDING & DISTRIBUTION OF MATERIAL OR IN
- UIL0255 (07-02) FL-CANCELLATION & NONRENEWAL
- CG2104 (11-85) EXCL-PR/CO HAZARD
- U730 (02-12) EXCLUSION - BENZENE
- U467 (02-12) EXCLUSION - ASBESTOS
- CG2196 (03-05) EXCL - SILICA OR SILICA-RELATED DUST
- CG2145 (07-98) EXCL-DMG TO PREM RENTED TO YOU
- U042 (03-10) EXCL-ANIMAL LIABILITY
- U087 (03-10) EXCL-TOTAL LIQUOR LIABILITY
- U147 (03-10) EXCL-WEAPONS

TOTAL NUMBERS

PREMIUM:	\$750.00
TAX:	\$46.75
INSPECTION FEE:	\$150.00
POLICY FEE:	\$35.00
FL HURRICANE	\$12.16
STAMP FEE	\$1.87
TOTAL:	\$995.78

REMARKS: *REQUIREMENTS TO BIND:**

1. COMPLETED SIGNED APPLICATION INCLUDING ANY REQUIRED SUPPLEMENTS.
2. SIGNED AND COMPLETED TRIA FORM
3. LOSS INFORMATION TO INCLUDE AT LEAST ONE OF THE FOLLOWING:
 - A. CURRENTLY VALUED LOSS RUNS.
 - B. SIGNED APPLICATION CONFIRMING NO KNOWN OR REPORTED LOSSES
 - C. CONFIRMATION ON INSURED'S LETTERHEAD STATING NO KNOWN OR REPORTED LOSSES (NO-LOSS LETTER)
4. SURPLUS LINES DISCLOSURE FORM

Miami Springs Farmers' Market – Requests from the City of Miami Springs

In order to operate the Market we request the following assistance from the City of Miami Springs:

1. The addition of 2 re-cycling bins and 2 garbage cans in the market area for market patron use. Vendors will be asked to remove their own garbage.
2. The installation of 16 provided light pole banners around the Circle and along Westward Dr as permitted by the Public Works department in mid September and their removal in April 2014.
3. Installation of 2 picnic benches for market patron use as indicated on attached map.
4. Occasional Police officer drive by or walk through to insure public safety.
5. Use of the existing electrical outlets for vendors that require electricity. Use will be limited to small appliances such as toaster ovens, coffeemakers, griddles etc.


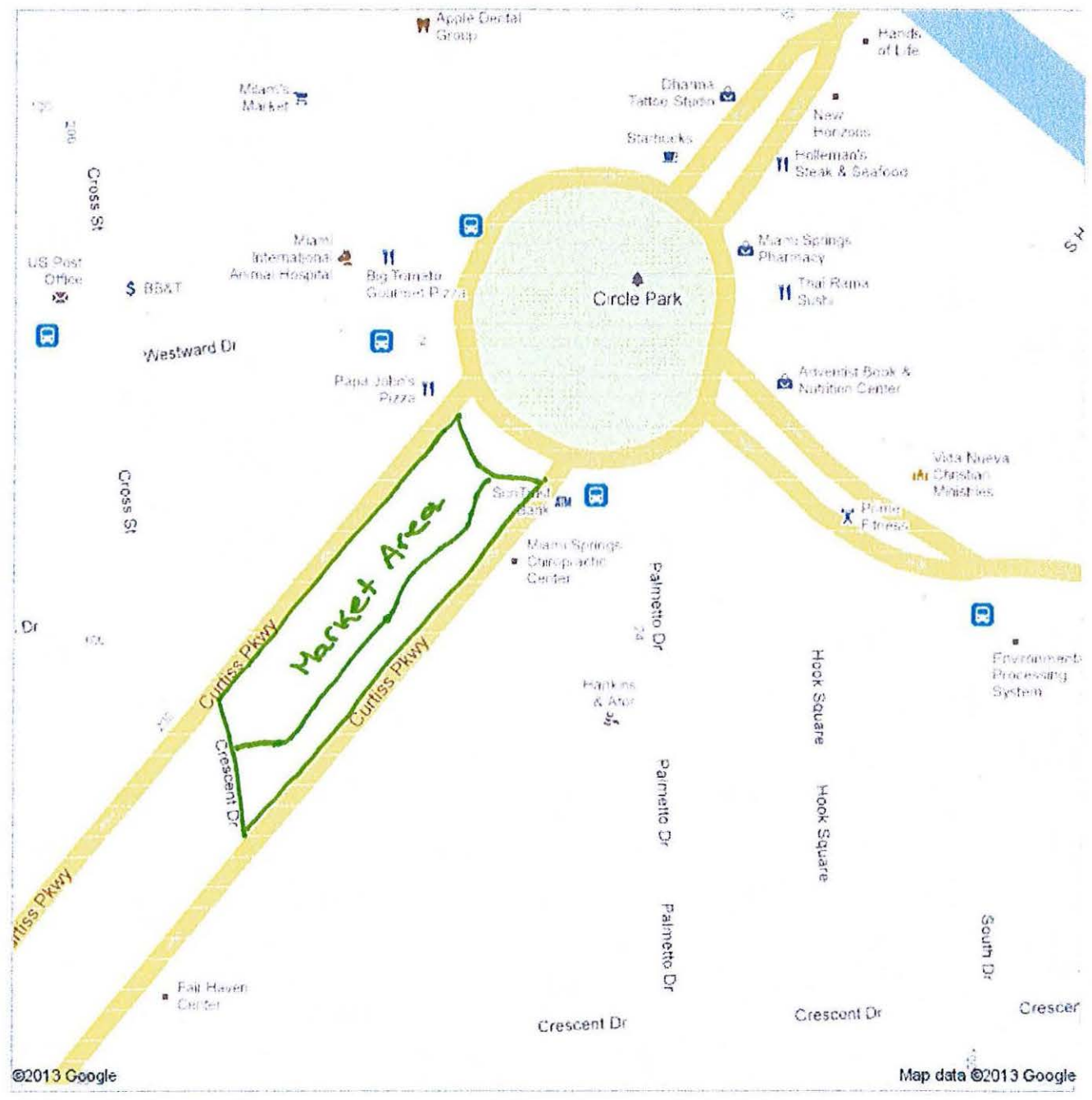
Example of light pole banner provided by Public Works Dept.

Actual art work will be submitted to the City for approval if required.

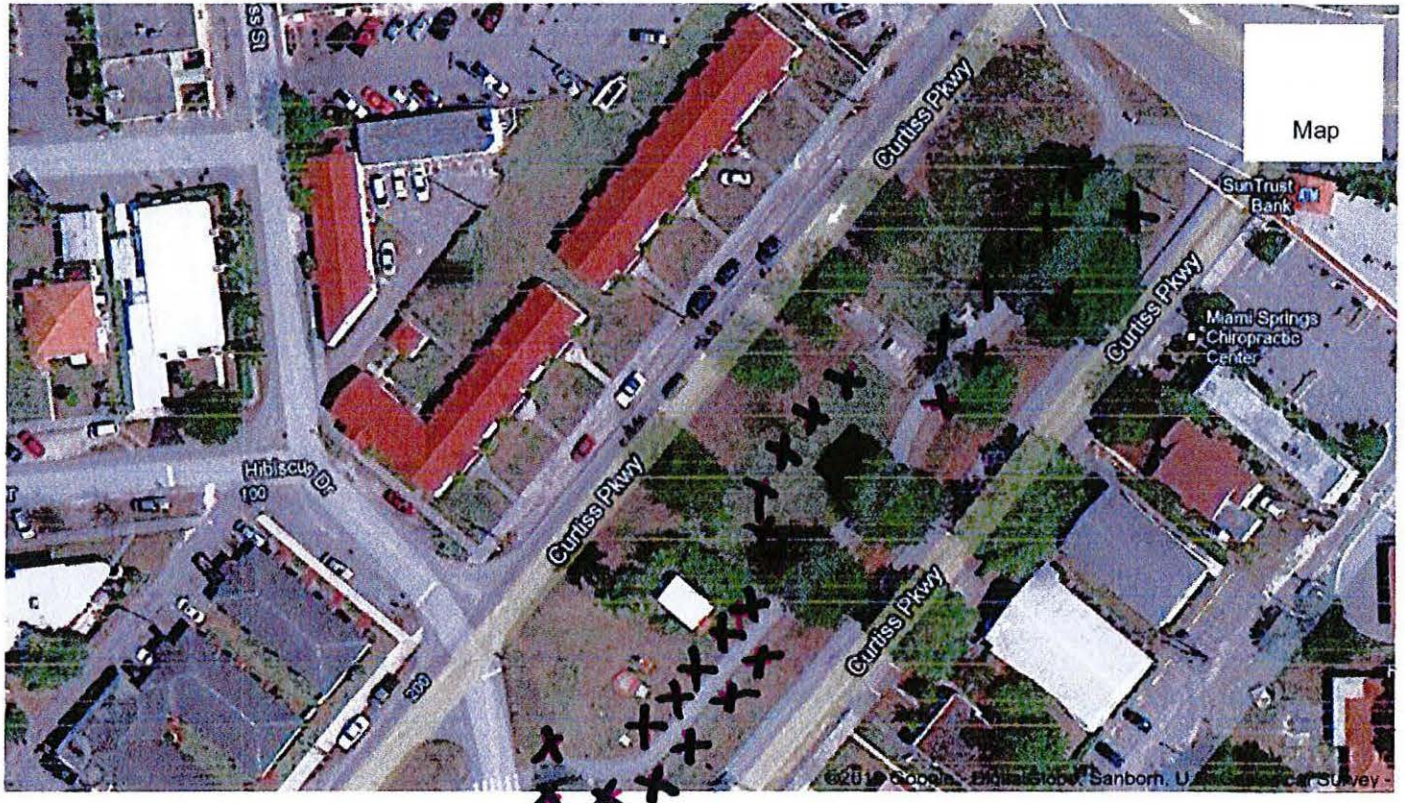




Get Google Maps on your phone
 Text the word "GMAPS" to 466453

Advanced Browse [Cancel](#)



X = Vendor Canopy

27 total

▨ Picnic tables



VENDOR APPLICATION

Prior to participating in the Market, you must submit this **completed and signed application and your first Market day fee**. Make checks payable to Human Powered Enterprises.

Name (last) _____ First _____

Business Name _____

Address _____

City _____ State _____ Zip _____

Tel _____ Mobile _____

Fax _____ Email _____

Are you operating under Florida Cottage Industry Regulations? _____

Number of Spaces requested (\$25 per space) _____

Description of Products: _____

I, the undersigned, have read all of the vendor information guidelines governing the Farmers Market and agree to adhere to them. I understand that the Farmers Market reserves the right to limit or discontinue the participation of any vendor at any time. The Market management reserves the right to remove any unsuitable or inappropriate products from sale.

Vendor Signature _____ Date _____



MARKET RULES AND REGULATIONS

Market Address: Curtis Parkway, between Cross St. and the Circle

Market Hours: Saturdays from 9am to 2pm. October through November.

Market Managers: Sarah Vargas, Human Powered Enterprises Tel: 786 223 5602

Email: MiamiSpringsFarmersMarket@gmail.com

VENDOR APPLICATION APPROVAL PROCESS

Once the vendor application is received, the approval process begins. Checks should be made payable to **Human Powered Enterprises**. The fee for participation in the market is \$25 per space. Notice of approval will be given within 10 business days of receipt of application.

Potential Vendors are screened based on the following:

Product Type – Whether the product or service falls within the Market guidelines

1. Product Quality – the quality and freshness of the product and its ingredients

We restrict the number of Vendors carrying specific types of products. If a category of product is already being sold by the approved number of vendors for that product we will notify the applicant and keep their application pending future openings. Vendors are not permitted to add additional product lines not described on their application without approval by the Market Managers.

Once an application is approved Vendors will be allocated a space. Space allocations will be communicated by email each Thursday. On time Vendors must speak with the Market Manager prior to setting up to pay for and confirm their space. Spaces may be reserved and paid for in advance. The Market opens rain or shine and no refunds will be given. Vendors who have not arrived by 8:15am on Saturday may forfeit their space and will not be able to access their space by vehicle. At 8:15 the Market Managers will close the selling area of the market to all vehicles and any additional supplies or products will have to be moved by hand. This is for the safety of our shopping patrons.

VENDOR EQUIPMENT AND SUPPLIES

Each Vendor is responsible for bringing, providing and removing all equipment and supplies he or she requires to conduct business on the Market site.

Signs- All signs must remain within the allotted Vendors exhibit space and must not block traffic or pedestrian access.

Exhibit Space – 10x10 canopies are required. You must bring weights for your canopy in case of windy conditions. Canopies larger than 10x10 are not permitted unless multiple spaces have been reserved.

Requests for particular spaces will be considered, however the Market Manager has complete authority to assign and locate all Vendors.

1. Vendors must limit their sales activities to the boundaries of their allocated space.
2. Spaces are assigned on Thursday prior to Market day. Payment is due prior to the opening of the Market.



VENDOR EQUIPMENT AND SUPPLIES (cont.)

3. Vendors must be set up and ready for business by 8:45am. All vehicles must be removed from the Market area and parked in the Vendor parking area by 8:45am
4. Sharing of spaces is not permitted.
5. Hawking or the use of sound devices that would be disruptive to other Vendors are strictly prohibited.
6. Vendors are expected to remain open for business until the close of the Market at 2pm, unless they sell out of all their products.
7. Vendors are not guaranteed a specific location on a week-to-week basis. However the Market Managers will do everything possible to accommodate regular participating Vendors.
8. Vendors must supply appropriate containers/bags for their products. Where possible these should be recyclable.
9. Vendors must have adequate change (bills and coins).

HOURS OF OPERATION

The Market shall operate every Saturday from 9am to 2pm during the months of October thru March. The Market will operate "rain or shine". However the decision to close the Market due to extreme weather conditions will be at the discretion of the Market Manager.

SET UP, CLEAN UP AND BREAK DOWN

Set up must be completed by 8:45am. All vehicles must be removed from the Market area and parked in the Vendor parking area by 8:45am. Break down begins at 2pm. Vendors are responsible for breaking down and removing all items including garbage from their space. Spaces are to be left in the same condition as prior to occupancy. **There are no dumpsters available – vendors must remove all garbage from the Market site.**

PERMITTED MARKET ITEMS

No sodas are permitted for sale at the Market. All products must be food or farm related products. The Market mission is to provide greater access to locally grown and organic fruits and vegetables as well as small local artisan food producers. Following are examples of permitted items:

1. Honey, vegetables, fruits, nuts, herbs, plants and cut flowers.
2. Jams, jellies, preserves, salsa, bread, baked goods, pasta.
3. Market Manager pre-approved prepared foods.
4. Teas and spices.
5. Other items may be permissible with Market Manager approval
6. The sale, consumption or possession of alcoholic beverages is prohibited.

LAWS, REGULATIONS AND LIABILITY

Vendors operating under Florida Cottage Industry regulations must clearly indicate this and label all products as required.



LAWS, REGULATIONS AND LIABILITY (cont.)

Vendors must abide by all Federal, State and County laws, regulations and ordinances, and are responsible for all permits and licenses required. Vendors must provide evidence of compliance if requested by the Market Manager. By signing a copy of the Market Rules and Regulations, the Vendor agrees to waive any and all liability of the Miami Springs Farmers Market in the case of claims, actions or damages.

FEES

The cost to participate in the Market is \$25.00 per space. Fees are due each Saturday prior to the opening of the Market. No refunds will be given. Fees must be in cash or check. Checks should be made payable to Human Powered Enterprises.

ENFORCEMENT OF RULES AND REGULATIONS

The Market Manager is responsible for enforcing the Market Rules.

1. Any Vendor who challenges another Vendor's product, legitimacy, actions or conduct should bring the concerns to the attention of the Market Manager.
2. Vendors selling prohibited items, items not approved by the Market Manager or items not listed on their original application will be asked to remove those items from sale immediately.
3. Any disagreements must be handled in a constructive and civil manner. Inappropriate behavior will result in immediate and permanent removal from the Market.
4. Vendors are expected to be courteous to all customers, other Vendors and Market Managers.



HOLD HARMLESS AND INDEMNIFICATION

Thereby agree to INDEMNIFY, RELEASE and HOLD HARMLESS the Miami Springs Farmers Market, Human Powered Enterprises and the Officers, Directors, Agents, Managers, Leagues and Employees of these entities from and against any and all rights, actions, causes of actions, suits, losses, damages, judgements, claims, claims of liabilities, cost and expenses of any kind as well as attorney's fees and court cost at trial and on appeal of whatsoever kind of nature to which these entities and individuals may be subjected to as a result of any death, personal injury or damage to property arising in any manner from a direct or indirect participation in the Miami Springs Farmers' Market at, including any such rights, actions, causes of action, suits, losses, damages, judgements, claims and claims of liabilities arising out of or resulting from the negligence of these entities or any of their agents, servants, employees or any independent contractors acting on their behalf. I further agree that this Hold Harmless Agreement shall apply in the event I am disabled, injured or incur disease of a temporary or permanent nature while participating in, or die as a result of participating in this activity, regardless of the cause including negligence of the above referenced entities, their agents, servants, employees or independent contractors.

The undersigned further certifies that he/she is the responsible party referred to in the rules and that he/she is authorized:

1. To execute on behalf of the business, and
2. To execute legal process on behalf of the business

I understand that I will not be allocated space until all of the above documentation is on file with the Miami Springs Farmers' Market and my application is approved.

I certify that I have fully read and understand the contents of this application and that I fully agree to all its terms and conditions.

Signature _____ Date _____

DRAFT



City of Miami Springs, Florida

The Miami Springs City Council held a **WORKSHOP MEETING** in the Council Chambers at City Hall on Monday, August 5, 2013, at 6:00 p.m.

1. Call to Order/Roll Call

The meeting was called to order at 6:09 p.m.

The following were present:

Mayor Zavier M. Garcia
Vice Mayor Michael Windrem
Councilman Billy Bain
Councilman George V. Lob
Councilman Jaime A. Petralanda

Also Present:

City Manager Ronald K. Gorland
Assistant City Manager/Finance Director William Alonso
Chief of Police Peter G. Baan
Administrative Specialist II Leah Cates
Comptroller Alicia E. González
Human Resources Director Loretta M. Boucher
Human Resources Specialist Noemi Darías-Sanfiel
Planning and Zoning Director James H. Holland
Elderly Services Director Karen Rosson
I. T. Director Jorge Fonseca
Professional Services Supervisor Tammy L. Romero
City Clerk Magalí Valls
Deputy City Clerk Suzanne S. Hitaffer

2. Invocation: Vice Mayor Windrem offered the invocation.

Salute to the Flag: The audience participated.

3. Workshop on Proposed Fiscal Year 2013-2014 Budget

I. Opening Remarks by City Manager Ronald K. Gorland

City Manager Ronald K. Gorland stated that he was originally going to show Council a number of ways that the City can balance the budget for FY2013-2014, but the information that was drafted has changed dramatically and Assistant City Manager/Finance Director Alonso will discuss this issue. The Administration is trying to set a millage rate that will generate the same ad valorem revenues that the City received in 2004, and that is part of what was provided to Council in the budget book. He thanked Mr. Alonso for his hard work.

City Manager Gorland commented that the Administration has met with each Department and each Council member and they have a good idea of what Council is interested in and the detail level that they want to reach. He had asked each Department Head to bring their detailed worksheets because a lot of the information Council may want will be included in those worksheets.

City Manager Gorland noted that pages 1-1 through 1-4 are critical to success and everything listed on those pages is important. One section on page 1-4 is particularly important in which he read into the minutes:

"Please note that we have not added to our reserves since FY2009, our reserves have actually declined during the past three years from \$8,421,317 at the end of FY2009 to \$4,394,465 at the end of FY2012. The projected fund balance is expected to decrease to approximately \$4 million at the end of FY2013. The Administration strongly recommends that the City begin re-building reserves and that a \$100,000 surplus to reserves be included in the FY2013-14 budget."

City Manager Gorland stated that Council had been given an analysis of the change in reserves over the last few years. Everything that is being discussed is online with the exception of an explanation that Council is about to hear from Mr. Alonso.

Assistant City Manager/Finance Director Alonso commented that last Friday, the Administration received information from the Tax Collector advising that the ad valorem tax collections were not going to hit budget this year. He called the Tax Collector's office to confirm what he heard and he was informed that all municipalities and counties are probably not going to make budget for their ad valorem revenue. In the City's case, the ad valorem budget was \$5.8MM and as of today, the City has collected approximately \$5.4MM.

Mr. Alonso said that based on what the City received last year and from property owners that make quarterly payments, the City will hopefully receive another \$200,000. That would leave the City with a deficit of approximately \$200,000 to \$300,000 in ad valorem tax revenue this year. The Tax Collector is working on the numbers and making calculations for the municipalities, but he is currently focusing on the County. He will have more reliable numbers in a few days.

Mr. Alonso stated that the City is running at the same collection level as last year, which is currently 93%. During the last two months of the year is when the City gets funds for tax certificate sales. Until the Administration receives more accurate numbers, the City is probably looking at a \$200,000 to \$300,000 shortfall in ad valorem taxes this year.

City Manager Gorland clarified that if the City comes up short this fiscal year, it would carry over into the FY2013-14 budget. It is very important that the Administration explains to Council in detail each department's budget. There are two workshop meetings scheduled, plus two regular Council meetings which totals four meetings for budget discussions.

Mr. Alonso noted that the Tax Collector explained that the reason for the shortfall was due to backlogs in value appeals.

Mayor Garcia clarified that the shortfall is for this budget year; not for what is being budgeted for next year.

Councilman Lob asked when the Tax Collector will be up to date and Mr. Alonso replied that in speaking with the Tax Collector, due to their new computer system, this will be the worst year and they are hoping that by next year there would not be an issue.

Vice Mayor Windrem asked if the appeals are from commercial buildings that the City collects taxes from or if it is county-wide and Mr. Alonso replied that it affects everyone.

Vice Mayor Windrem asked if the \$300,000 for appeals is from within the City of Miami Springs and Mr. Alonso replied in agreement. The City budgeted \$5.8MM; by law the City must budget 95% and out of that 95%, \$5.8MM will probably end up being \$5.6MM. Normally the City hits the mark, but this is going to be the first year that the City will not make budget for ad valorem revenue.

Councilman Bain asked if these monies were going to be paid from the reserves and Mr. Alonso said that the City's reserves are projected at \$4MM and now the projection is approximately \$3.8MM.

City Manager Gorland clarified that the result of the fourth quarter of the fiscal year is unknown. If the expenditures are less than expected, then it is possible that it would not require use of the reserve funds.

To answer Councilman Bain's question, Mr. Alonso responded that he has no way of knowing what is going to happen in the fourth quarter. He would have to go back and work on the numbers from the previous years in order to make an estimate.

Mayor Garcia asked where the City would get the funds if they do not come from reserves and City Manager Gorland replied that the funds would come from increased revenues or reduced costs in the fourth quarter.

Councilman Bain said that the bottom line is that whatever funds have to be made up will come from reserves.

Mayor Garcia stated that the funds that the City budgeted would not cover expenses if there is a \$300,000 deficit.

II. City Council

Assistant City Manager/Finance Director Alonso stated that City Clerk Valls created Council's budget that begins on page 2-3. The proposed budget shows a decrease of approximately \$1,000 from this year.

Mr. Alonso explained that he provided the key budgeted costs included in the promotions line item which is the largest expense at \$34,550. He noted that there is a list of events that the City normally funds every year. He added that \$11,000 is included in Rentals and Leases for the monthly rental of the historical museum, which is a decrease of \$1,000 from the current year subsidy.

Mr. Alonso referred to the budget on page 2-4 and the detailed breakdown for line items on pages 2-5 and 2-6. He said that City Clerk Valls is present if there are any questions.

Councilman Bain commented that in order to be able to save funds some of the listed programs should be cut. He suggested cutting the car shows, the Optimist cook-off and the fishing tournament.

City Manager Gorland agreed that Council and the Administration should look hard and consider whether or not the City should continue to fund some of the programs.

Mr. Alonso clarified that the Gazebo directory line item should be \$6,000 instead of \$5,000 as shown in the budget book.

City Manager Gorland stated that the Gazebo directory is \$10,000 over a two-year period and \$5,000 payments are made each year and that is why it is shown as \$5,000.

Councilman Bain asked if Council should consider putting the Gazebo directory out for bid. He also suggested that if no one is going to attend the Miami-Dade County League of Cities Installation Dinner then the funds should not be included in the budget.

Mayor Garcia said that all donations towards events can be considered part of the event money and that the "Circle events" should be changed to "City events".

Councilman Bain asked if the car shows, the Optimist barbeque cook-off and the fishing tournament were supposed to be within the \$10,000 and Mayor Garcia replied that those items were additional.

Councilman Bain suggested that there should be \$10,000 for City events and the programs he mentioned should be removed.

Councilman Lob commented that there is \$11,000 included for other events outside of the \$10,000 for City events.

To answer Councilman Petralanda's question, Mr. Alonso replied that only \$3,000 had been used out of the \$10,000 in City events.

Mayor Garcia stated that other than the Christmas event at the Circle, events are not held by the City; the events are hosted by other organizations and it seems like a good opportunity to try to get organizations to pay if they want to host an event in Miami Springs. The gentleman that hosts the car shows gets paid to have his car shows at other locations.

Councilman Bain commented that he would rather budget \$12,000 for City events and use the funds accordingly for the car shows, golf tournament, etc. He would like to know why the budget includes \$3,000 for the City employee holiday dinner because he remembers paying \$1,500 from his own pocket for the employee luncheon.

Mayor Garcia clarified that the Christmas luncheon that Councilman Bain and Grace Bain previously hosted at the Lion's Club is the same event that the City held at the County Club last year. He said that the City should try to bring in some sponsorship dollars. The hard part is having someone to coordinate the event. He explained that Councilman Bain and Mrs. Bain graciously stepped up and sponsored the employee luncheon for \$1,500 in the past.

Councilman Bain stated that the employee luncheon was his idea and he thought that it was a good thing. In the last budget that he was a part of as the former Mayor, he suggested that the City include funds in the budget so that the luncheon would continue to be an event for the employees. Originally, he and his wife distributed food to each department for that particular day and he would like to understand why the cost is now \$3,000.

Mr. Alonso commented that last year, the employee holiday dinner cost \$3,150 to hold it at the Country Club. The dinner actually ended up costing \$2,000 after ticket sales were collected for those who brought guests and other people that donated additional funds.

Councilman Lob asked what \$3,100 covered and Mr. Alonso responded that the dinner was contracted with Mr. Santana based on a certain price per person for the food and activities that night. He believes it was approximately \$20 per person, plus tax and tip, and there were a little over 100 people who attended.

Councilman Lob agreed with Councilman Bain regarding the budget of \$12,000 for City events and eliminating the other programs that were mentioned.

Mayor Garcia stated that when the real estate market was doing great, Council had said yes to those people who asked for funding. Once the economy went down, those people expected Council to continue donating money.

To answer Mayor Garcia's question, Mr. Alonso replied that the total budget amount for Council promotions is \$35,000.

Mayor Garcia suggested reducing the promotions line item to \$25,000 regardless of what events are included.

Councilman Bain agreed with Mayor Garcia's suggestion to change the promotions line item to \$25,000 regardless of what the funds will cover.

City Manager Gorland said that the total amount is broken down by events so that the Administration knows which ones are approved and the different organizations will be aware of the funds that they will receive.

Councilman Bain stated that the names of the organizations can stay on the list; the promotions budget will remain at \$25,000 and when the organizations request the funds then Council can vote on the individual requests.

Mayor Garcia said that he spoke with staff and asked them to come up with some type of requirements for people who wish to rent the Circle. A lot of the events that occur at the Circle have been a detriment to the businesses in the area and this is something that needs to be looked at closely. He said that once Council gets past the budget process, this item can be put on an agenda for a regular meeting.

III. City Clerk

Assistant City Manager/Finance Director Alonso stated that the proposed budget for the City Clerk is approximately \$47,000 or 14.5% less because 2014 is not an election year. The budget for capital expenditures includes a new replacement color printer. This budget was prepared assuming that a new City Clerk will be hired effective October 1st and the salaries include this position. The total budget is \$277,173 and City Clerk Valls is present to answer any questions.

City Manager Gorland stated that the budget does not show that \$90,000 could be saved if Council decides not to hire a new City Clerk from outside the City.

Mr. Alonso commented that page 1-10 shows the savings that could be made by not replacing the City Clerk and making the Deputy City Clerk the City Clerk.

To answer Councilman Bain's question, City Manager Gorland responded that Magalí Valls would act as a consultant and would not be on the books as a part time employee. The City Manager's Secretary would also assist the City Clerk's office.

Mayor Garcia asked if a decision should be made and City Manager Gorland responded that decisions cannot be made at Workshop meetings, but Council can give the Administration an indication of what they would like to do so that changes can be made to keep track of the budget savings.

Councilman Bain noted that Council could make a decision but it cannot be voted on.

Mr. Alonso advised Council that they could provide direction as to what cuts they would like to make so that he can adjust the budget numbers for each department and present Council with revised numbers.

City Manager Gorland said that he has spoken with the Deputy City Clerk and she is ready and willing to move into the position and the Administration is also supportive of the decision.

Mayor Garcia stated that Council would consider the Administration's recommendation.

Mayor Garcia said that there are no funds budgeted for an election next year. He asked if it would be smart to budget half of the amount next year and the other half the following year as opposed to a \$40,000 expense in one year. He suggested that \$20,000 toward the 2015 election could be placed into reserves.

The Mayor asked for Mr. Alonso's recommendation and Mr. Alonso agreed that if there is a surplus at the end of this fiscal year, that is the time when Council would make a decision on the designated fund balance and they could set aside funds for the election.

Councilman Bain stated that if Council wanted to consider Mayor Garcia's suggestion in this budget then Council would have to go with the recommendation regarding the transfer of the Deputy City Clerk to City Clerk and the savings would be \$70,000 and not \$90,000.

Mayor Garcia said that as Council gets towards the end of the budget, based on their discussion now, they will know if they will want to designate \$20,000 in reserves in order to plan for an election the following year.

Councilman Petralanda asked how much the City pays for internet access in total and Councilman Lob responded that he believes it is \$21,000.

Mayor Garcia noted that the total for internet access is divided amongst each department.

To answer Councilman Petralanda's question, Mayor Garcia said that the decrease in advertisement and promotions line item depends on the amount of advertising and the budget fluctuates. The amount is lower since there are no elections.

Mr. Alonso commented that the budget for internet access with Comcast is \$31,800 a year.

Councilman Petralanda asked if the City could find a better deal and Councilman Lob replied that \$31,800 is a great deal.

To answer Councilman Petralanda's question, City Clerk Valls stated that it is difficult to estimate the overtime amount because it depends on the number of advisory board meetings. There is no way to plan for the meetings that are going to be cancelled.

City Manager Gorland stated that a recommendation was made for Council to consider reducing the number of advisory board meetings. The savings would be approximately \$3,000 if meetings were held quarterly for those boards that are not required to hold a monthly meeting. The Administration has found that there are more cancelled meetings and the cost is related to secretarial services and the transcription of the minutes.

City Manager Gorland said that the boards would meet only by direction of Council. Quarterly meetings would be adequate and most of the boards are moving in that direction.

Mayor Garcia commented that if Council still has the ability to request meetings during the quarter then he would be in favor of the recommendation.

By consensus, Council agreed to the recommendation of advisory boards meeting quarterly or at the direction of Council.

Councilman Lob would like for the Board members to be advised of the steps in place to request a special meeting if they have an item that they would like to address and City Manager Gorland agreed that the City Clerk's office can create a recommended process.

IV. City Manager

Assistant City Manager/Finance Director Alonso stated that the City Manager's proposed budget is approximately \$11,320 higher than the current year. This is because the budget includes \$45,000 for the City Lobbyist and \$10,000 for annexation. The total budget request is \$349,583 and it is basically the same budget as the current year with the exception of the annexation related costs.

City Manager Gorland noted that \$10,000 is recognized in marketing expenses and fortunately annexation is far enough in the process to have the related expenses. There is a lawsuit coming up in which a number of cities will have to come together and handle.

Councilman Bain asked what is the monthly cost to publish the City Manager's Report and City Manager Gorland responded that he was uncertain, but that it takes his Secretary approximately six to eight hours a month.

Councilman Bain commented that it is eight hours of work and in his opinion the report is based on events that have already occurred. He suggested using those eight hours for a better purpose.

City Manager Gorland explained that the report is done for transparency. He would be happy to bring back numbers to Council with an alternative solution.

Councilman Petralanda asked if the City is getting \$45,000 worth of services from the City Lobbyist and City Manager Gorland replied that the City is getting approximately \$100,000 from the lobbyist's services.

V. Human Resources

Assistant City Manager/Finance Director Alonso stated that the proposed budget for Human Resources is \$2,163.00 or 1.1% higher than FY 2012-2013. There is a breakdown of the budget totaling \$189,503 on page 5-4. The biggest line item besides salary is professional services totaling \$24,430.

To answer Councilman Bain's question, Human Resources Director Loretta Boucher said that the amount for professional services includes all background checks for hiring, volunteer coaches, and employees for the summer program. The City uses the Florida Department of Law Enforcement for fingerprinting and LexisNexis for the background checks.

Councilman Bain asked if the City could use the Police Department and Human Resources Director Boucher replied that by law the City is not allowed to use the Police Department for background checks.

City Manager Gorland stated that there was also a request for a change in pay grade.

Human Resource Director Boucher commented that she is proposing to upgrade the Human Resources Specialist position because of the additional responsibilities and duties. The pay grade would be 5% more than what the employee is currently earning.

Mr. Alonso explained that the proposed position would be pay grade 31 and the title would be Human Resources Specialist II.

Ms. Boucher clarified that the current salary for the Human Resources Specialist I is \$38,732.00.

City Manager Gorland stated that Ms. Boucher is in the Deferred Retirement Option Plan (DROP) and part of the succession planning is to upgrade those critical positions to the person who is most likely to be promoted into the position.

Mayor Garcia asked if the \$2,800 increase in salaries is for the upgrade and Mr. Alonso replied in agreement.

VI. Senior Center

Assistant City Manager/Finance Director Alonso commented that the proposed budget for the Senior Center is approximately \$32,000 or 8.2% lower than the current year. The majority of the decrease comes from catering costs. The Director is requesting \$2,800 for a steam table. The total budget is \$354,699, which means that \$140,000 is projected to come from the General Fund to subsidize the operation. Elderly Services Director Karen Rosson is present to answer any questions.

Mayor Garcia asked why the janitorial services had decreased by \$3,000 and Ms. Rosson responded that the City has a new janitorial company and their costs are lower.

To answer Mayor Garcia's question, Ms. Rosson said that the catering company is the same and the cost would increase which is calculated into the budget. It is based on the current attendance and the fact that there is an even flow of the participants. As a result, the catering costs are based on the meals that are currently being served.

Ms. Rosson explained that as a result of the sequestering, the Senior Center has already experienced an approximate \$9,300 reduction in this year's budget. She just received notification to anticipate an additional cut this year from the other funding source which is the Nutrition Services Incentive Program (NSIP). The program is based on a federal fiscal year but the grant funding that the Senior Center receives from the Older American's Act is based on a calendar year.

Ms. Rosson said that next year there is anticipation of another \$12,000 cut that will be added to the cut that the Senior Center received this year. Council is already subsidizing \$140,000 to the Elderly Services budget and if she loses \$12,000 more next year, she is uncertain how to prepare for that loss in the budget.

Mayor Garcia stated that is important to know the amount of the subsidy and that is why Council should look at the possibility of putting more funds into the reserves.

VII. Finance

Assistant City Manager/Finance Director Alonso commented that the Finance Department is divided into two sections. He will explain the Administrative section and Professional Services Supervisor Tammy Romero will explain the Professional Services division.

Mr. Alonso explained that the proposed Finance Department budget is approximately \$6,000 lower than the current year. The total budget request is \$535,456, which includes \$40,000 under Professional Services for actuarial and legal work related to the P.B.A. pension negotiations next year.

To answer Councilman Bain's question, Mr. Alonso replied that the attorney fees related to the P.B.A. negotiations are included in the Finance budget. They were also included in the Finance budget this year.

Mr. Alonso commented that the Professional Services proposed budget is approximately \$9,600 higher than the current year. The increase is mainly due to a request for \$5,000 towards the purchase of a photo shop printer and software package in order to prepare a more professional newsletter that is distributed quarterly to the residents.

Professional Services Supervisor Tammy Romero distributed a sheet showing what the cost is to distribute the newsletters on a quarterly basis. She explained that she color coded the sheet so that Council could see the breakdown. The newsletters are currently an eight-page brochure that is published on a quarterly basis that is translated into Spanish. The translation cost per newsletter is approximately \$550 which is \$2,200 for all four in total. The total cost per newsletter is approximately \$3,750 and on a quarterly basis it would be approximately \$15,000 annually.

To answer Mayor Garcia's question, Ms. Romero said that approximately three fact sheets had been prepared this year.

City Manager Gorland commented that the fact sheet that was sent to residents regarding the budget was well received.

Mayor Garcia suggested that the City could go out to bid for the newsletters. He understands that there might not be much of a savings because Ms. Romero received a good price, but there is always a chance that someone will be willing to do the work for less.

(Mayor Garcia called for a five minute recess)

VIII. Information Technology

Assistant City Manager/Finance Director Alonso said that the proposed budget for Information Technology is approximately \$3,251 lower than the current year. The capital expenditures line item includes \$4,065 for server software and a sonic wall firewall and security system. The budget originally included funds for hiring an additional part-time employee, but the request was eliminated. The total budget is \$358,887 and Information Technology Director Jorge Fonseca is present for any questions.

Mr. Fonseca explained that the Acronis Server is software that allows imaging an entire server at one time for a faster backup. There is only one exchange server at the time and to restore the server it would take 24 hours. It would only take a few hours to restore the server using the new software. The sonic wall is a firewall that has content filtering built into the system. It is easy to work with and is very flexible. There is a sonic wall currently in the Police Department that is working very well.

Mr. Fonseca commented that the sonic wall controls what people see on the internet. It is currently open so people can use the internet freely. With this new firewall, he will be able to create groups, limit what is downloadable and decrease the amount of virus related issues.

Councilman Bain asked how long these programs will last and Mr. Fonseca replied that sonic wall is a piece of hardware and the service is based on an annual contract for approximately \$500.00.

To answer Mayor Garcia's question, Mr. Fonseca responded that the life expectancy for the hardware is ten years.

Vice Mayor Windrem asked how often backup will be done with the Acronis Server and Mr. Fonseca replied that backup will be done every night.

Mr. Fonseca clarified that the internet service is approximately \$2,100 per month. The cost used to be approximately \$3,000 for internet only and \$5,000 for the phone service per month.

IX. Building and Code Compliance

This item was not discussed.

X. Zoning and Planning

Mr. Alonso stated that the proposed budget is approximately \$3,600 higher than the current year. The increase is mainly due to a request of \$13,500 for a GIS system software, hardware and annual maintenance. On page 8-3 the total budget is \$131,039 and Planning and Zoning Director Jim Holland is present to answer any questions.

Mr. Holland explained that a GIS (Geographic Information System) is a way of dealing with data. He distributed maps to Council that were produced by GIS including a parcel map, street map, zoning map and an address map. There were no address maps when he began working with the City. There is a consultant currently under contract to prepare the Federal Emergency Management Agency (FEMA) flood maps and the information can be placed on the City's website.

Mr. Holland stated that since his initial budget request for a GIS system, he decided on a different type of system that would be a modest increase to the budget. The old system needed a dedicated server and there was an annual maintenance fee associated with the software. The new ESRI system has a \$2,500 annual subscription service that includes five users. There are also one-time charges for the installation and the software licensing from a consultant.

Mayor Garcia asked why there was a reduction in professional services and Mr. Holland responded that the budget was reduced since there are no State mandated comprehensive plan amendments for this year; there will be a mandate the following year.

To answer Mayor Garcia's question, Mr. Holland stated that the mandate will cost approximately \$5,000.

Mr. Holland commented that salaries were reduced with the transfer of the part-time clerk in the Clerk's office from 50% to 25% of the salary for the position, so there is an actual decrease in the payroll of approximately \$2,650.

To answer Councilman Bain's question, City Clerk Valls clarified that the part-time position is now full-time and the salary is 75% from the City Clerk's Department and 25% from the Planning and Zoning Department.

XI. Police

Assistant City Manager/Finance Director Alonso said that the proposed budget for the Police Department is approximately \$208,767 or a 3.6% increase from the current year. The increase is mainly due to several factors listed in the budget. The budget includes \$100,000 for three new vehicles and Taser equipment. The budget also includes revenues and expenses related to the red light camera hearings. This activity is fully funded from the administrative fees and it does not impact the budget.

Councilman Bain asked why the expense for Workers Compensation is expected to increase and Mr. Alonso replied that it is based on salaries and claim history. The City previously had coverage for Workers Compensation with the County and changed to the Florida League of Cities. The fee is based on the City payroll; there are certain Police Officers that are under the Heart/Lung Bill that were not covered by the Florida League and the City still has to pay those claims.

To answer Councilman Bain's question, Chief of Police Peter Baan said that an officer is retiring the first of February, but the salary would not decrease because it is a Lieutenant and the Sergeant that will be replacing him will only receive a 5% pay increase. Under the P.B.A. contract, all of the other junior officers who are advancing over the year receive their merit increases and that offsets the cost.

City Manager Gorland stated that the Administration is making a recommendation not to fill the position when the Lieutenant leaves and the associated savings would be \$77,000.

Councilman Petralanda asked why there was an increase in overtime and Chief Baan replied that the increase is to accommodate the red light camera hearings but it will be offset by revenue in the same amount.

Mr. Alonso said that \$31,640 for professional services is related to the red light cameras and there is a corresponding revenue stream that will cover the costs.

Chief Baan clarified that \$90,000 for overtime is an estimated amount. The amount of overtime is difficult to predict and the expense is usually less than the estimated amount.

City Manager Gorland noted that there is also a request to upgrade the Administrative position which the Administration supports, although it is not included in the budget.

Chief Baan explained that the Administrative employee has had more responsibility for seven years and has never received an elevated salary. The reclassification request will be made at the next Council meeting.

To answer Councilman Petralanda's question, Chief Baan stated that the Department has an officer who is detached to a special task force and that employee brings in a substantial amount of money. The current balance in the Law Enforcement Trust Fund is approximately \$850,000.

Mr. Alonso explained that page 9-13 shows the school crossing guard budget that Chief Baan oversees. It is approximately \$23,376 and the City receives some county dollars to help offset the cost.

Chief Baan commented that a portion of revenues that are received from parking tickets are earmarked to pay for school crossing guards.

XII. Law Enforcement Trust Fund

Mr. Alonso stated that there is a request for capital expenditures of \$142,000 for a digital voice repeater, handheld traffic citation writers and a voice recording system. The total budget is on page 10-2. Page 10-4 shows the budget for the Community Policing Office and page 10-7 shows the training for the Criminal Justice Fund.

Mayor Garcia asked Chief Baan to explain the voice repeater and Chief Baan said that every radio and handheld radio was replaced courtesy of Sprint. The reason why Sprint paid for them is because they wanted the police department's radio frequency for their cell phone service. The department was moved over to another frequency, which required different radio equipment. The downside is that the voice recorder and repeater need to be replaced for the local frequency because the current ones are analog and the new ones are digital.

XIII. City Attorney

Mr. Alonso said that the proposed budget for the City Attorney is \$171,000 which is a \$10,000 increase for annexation and P.B.A. negotiation costs.

XIV. Debt Service

Mr. Alonso commented that the Debt Service budget is for the two outstanding notes for the Community Center and the Golf Course.

To answer Councilman Bain's question, Mr. Alonso replied that those notes are paid through the General Fund.

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4. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:07 p.m.

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Deputy City Clerk

Approved as _____ during meeting of:

Transcription assistance provided by Elora R. Sakal.

Words ~~stricken through~~ have been deleted. Underscored words represent changes. All other words remain unchanged.



City of Miami Springs, Florida

DRAFT

The Miami Springs City Council held a **WORKSHOP MEETING** in the Council Chambers at City Hall on Monday, August 7, 2013, at 6:00 p.m.

1. Call to Order/Roll Call

The meeting was called to order at 6:16 p.m.

The following were present:

- Mayor Zavier M. Garcia
- Vice Mayor Michael Windrem
- Councilman Billy Bain
- Councilman George V. Lob
- Councilman Jaime A. Petralanda

Also Present:

- City Manager Ronald K. Gorland
- Assistant City Manager/Finance Director William Alonso
- City Attorney Jan K. Seiden
- Comptroller Alicia E. González
- Recreation Director Omar L. Luna
- Programs Supervisor Patricia A. Bradley
- Golf and Country Club Director Paul O'Dell
- Golf Maintenance Superintendent Laurie Bland
- Programs Supervisor Patricia Bradley
- Building & Code Compliance Director H. "Tex" Ziadie
- Public Works Director Thomas Nash
- Magalí Valls, CMC – Consultant
- Administrative Assistant II Elora R. Sakal

2. Invocation: Councilman Lob offered the invocation.

Salute to the Flag: The audience participated.

Mayor Garcia thanked the Administration and Staff for accommodating Council in the change of the agenda and the continuation of the budget workshop discussions.

City Attorney Jan K. Seiden stated that he is unaccustomed to attending the budget meetings, but he felt it was important to come in order to discuss one issue involving the City Clerk's Office.

City Manager Ronald K. Gorland interjected to explain that this is a workshop meeting and no decisions can be made.

City Attorney Seiden said that there was some misunderstanding when City Clerk Magalí Valls left, at least in his mind, because he thought she was going to remain the City Clerk in a part-time capacity. As a result of e-mails that crossed his desk, he found out that he was wrong. Assistant City Manager/Finance Director William Alonso clarified that Magalí Valls had not only changed her status, but in fact had retired and began collecting retirement checks.

City Attorney Seiden explained that when he discovered this information, he brought it to the attention of the City Manager and City Clerk that it is not appropriate for someone who is in the job capacity of the City Clerk to retire from that job, begin collecting retirement and then go back and do the job. Magalí will simply be a consultant to the Office of the City Clerk and she will provide services, but not as the City Clerk since she is retired from the position.

Attorney Seiden said that Council is left with an alternative and his personal opinion is that the City needs an interim or acting City Clerk to assume that role since the Deputy Clerk has no one to be a Deputy of; it does not make sense and it is inappropriate. His recommendation would be that Council should consider appointing the Deputy City Clerk as the Interim City Clerk since she still has time left in the deferred retirement plan.

Attorney Seiden indicated that Council could still continue with the search to fill the position if that is their desire, but at least someone could take over the role of the City Clerk at this point. Magalí would be available as a back-up, as well as Elora Sakal who does not hold the official position of Deputy City Clerk; she is an Administrative Assistant in the Department. This effectively allows the City to have the top person in the Department, an Administrative Assistant and a part-time employee who will assist the office on an "as needed basis".

The only other alternative is to make an official appointment at this point, but Council should at least review the resumes that have been submitted for the position, according to Attorney Seiden. He feels that this is an important issue and the City should have someone in a City Clerk status who can sign documents until such time Council is ready to hire a City Clerk.

Councilman Lob asked how this situation is different from when the City retained the former Chief of Police prior to the hiring of Chief of Police Pete Baan. He thought that he had retired and was acting in an advisory capacity.

Attorney Seiden responded that the former Chief of Police was hired by contract, but this is more of a retirement issue since retirement pay is being received.

To answer Mayor Garcia's question, Attorney Seiden said that he is not prepared to address the issues since he does not know what happened with the former Police Chief.

The Mayor asked the City Attorney to look into the matter and he responded that the Clerk or Human Resources Director could provide more information.

Mayor Garcia was under the impression that former Police Chief Dilling had retired; he was collecting retirement and was still working for the City as a contract employee.

Councilman Lob stated that he raised the question because he was curious.

City Attorney Seiden responded that Assistant City Manager/Finance Director Alonso told him that he was paid as a consultant and received a 1099 Form, which is not the way it should be done. There was a discussion today about the history of the City Clerk's Office and he is bemused as to how some things happened, but something might have been done inappropriately.

Mayor Garcia stated that Council would go along with the tone they have set; they will not do something because it is the way it was always done in the past.

The City Attorney agreed with the Mayor.

City Manager Gorland stated that the Administration needs some direction from Council for the regular meeting on Monday evening and City Attorney Seiden said that a resolution should be created appointing the Deputy City Clerk as an Interim City Clerk and Council will consider it as part of the agenda. If Council wants to hire the Deputy City Clerk permanently as the City Clerk Council can remove the word Interim and hire her permanently.

City Manager Gorland clarified that the savings would be approximately \$80,000 if the Deputy City Clerk goes into the minimum salary.

To answer Councilman Petralanda's question, City Manager Gorland said that he would send Council the resumes that have been received so far.

Mayor Garcia would also like to know what has been done up to this point to advertise for the City Clerk position.

3. Workshop on Proposed Fiscal Year 2013-2014 Budget (continued from 8/5/13)

Assistant City Manager/Finance Director Alonso reviewed everything that was discussed at the August 5th budget meeting. The breakdown includes a savings of \$80,000 in the City Clerk's budget, \$3,000 by changing to quarterly Advisory Board meetings, \$81,000 for the Police Lieutenant position, and there was consensus to add \$20,000 in the City Clerk's budget for elections next year.

Mr. Alonso said that he revised the respective budget sheets that were distributed to Council; there was a \$19,000 error in the Golf budget payroll calculations and there is currently \$170,000 in savings based on the reductions. If the millage rate were to be 7.6995, it would create a surplus at the end of the year of \$280,483.

Mayor Garcia asked if the surplus included the issue with the County and Mr. Alonso replied that the surplus does not include those issues.

Mr. Alonso clarified that the surplus also includes the \$10,000 reduction from Council's budget.

To answer Vice Mayor Windrem's question, Mr. Alonso replied that the total savings is \$175,042. The surplus would cover costs with the County and leave an additional \$105,000.

Mr. Alonso clarified for Councilman Petralanda that part of the \$3,000 savings from the quarterly Board meetings includes the overtime amount of \$2,500.

Mr. Alonso stated that with the current budget of 7.8950, the surplus would be approximately \$456,000 which includes the amended golf course budget with the additional amount.

Councilman Bain noted that Council needs to make a decision as to whether or not they are going to consider hiring someone for the City Clerk position because the funds will then have to be left in the budget.

To answer Mayor Garcia's question, Mr. Alonso said that the \$80,000 savings from the City Clerk's office is included in the \$174,000 figure.

Mayor Garcia asked what the number would be at 7.6995 without the \$80,000 in savings.

Vice Mayor Windrem asked if the \$280,000 that is budgeted includes the cost for the consultant and Mr. Alonso replied that it does not include a budget for the consultant.

Mayor Garcia asked Council to take into consideration that the \$280,000 does not include a consultant.

City Manager Gorland does not believe that the expectation is to use a great deal of Ms. Valls' time after September 30th. He suggested allocating \$5,000 since she will mostly be consulting over the telephone.

To answer Mayor Garcia's question, Mr. Alonso said that her current rate is \$50.00 per hour.

Mayor Garcia recommended that \$10,000 be added to the City Clerk's budget for the consultant and if Council feels the need to reduce it or if it is not being used, it can just be there for safety purposes.

Council agreed to add \$10,000 to the City Clerk's budget for the consultant.

Mr. Alonso clarified that nothing can be done with the \$200,000 projection until the Administration knows what will be done with the City Clerk position. If a new City Clerk is going to be hired he will have to figure in the new salaries, lower the Deputy City Clerk to where she is now and add in the salaries and benefits for the new Clerk.

Mayor Garcia asked Mr. Alonso to put that information together and give Council the new numbers.

3. I. Building and Code Compliance

Mr. Alonso said that the proposed Building and Code Compliance budget is approximately \$21,000 or 3.7% higher than the current year; however, this is offset by a budgeted increase in revenues of approximately \$82,000. The breakdown of the budget is \$603,629. Building and Code Compliance Director Ziadie is present to answer any questions.

City Manager Gorland mentioned that the Building Department portion of Building and Code costs are covered by revenues from permits. The City is allowed to cover 100% on average over a period of time; it is a cost neutral situation for the Building Department.

Mayor Garcia asked Mr. Ziadie to explain the position that is being requested for the Department.

Mr. Ziadie explained that the current budget includes \$27,000 for a part-time Code Compliance Officer, which is a position that became available last year. The current issue with part-time officers is retaining them because they do not receive benefits, paid holidays and they receive a flat rate per hour. As a result, there has been a consistent turnover rate in those positions in the last several years. His recommendation is to convert the part-time position to a full-time person who will be designated half to the Code Department and the other half as a back-up for the office.

Mr. Ziadie said that it would be an additional cost of \$13,000 to the budget and it would enhance the Department's ability to retain that person.

Mayor Garcia clarified that the person would be on the road and would cover the front desk. He asked if covering the front desk during lunch time could possibly be done.

City Manager Gorland said that Mayor Garcia made a good recommendation and the Administration responded to him. There needs to be more people at the counter because it is a customer service issue. It is a highly technical job and the training time is at least six months; the turnover is affecting the City.

To answer Mayor Garcia's question, Mr. Ziadie replied that there are three full-time employees that only work in the office. He said that there is one full-time Code Compliance Officer who is also one of the back-up people when others go on vacation or call in sick.

Mr. Ziadie clarified for Councilman Petralanda that he would like to convert one part-time position into a full-time position. The \$127,000 under part-time year round includes the part-time inspectors and the Code Compliance Officer. Converting the position will add \$13,000 to the \$27,000 including the benefits.

Mr. Ziadie commented that in terms of the expense items on the budget, every controllable item on the budget is less than it was last year. The Department is having an extremely robust year in terms of revenue. They have already bypassed the Code Compliance revenues and the Department is projected to exceed the Building revenues as well.

Mayor Garcia asked if Mr. Ziadie had noticed an increase in construction and building within the City for both commercial and residential and Mr. Ziadie replied in agreement.

To answer Councilman Bain's question, Mr. Alonso stated that \$759,200 in budgeted revenues is what is expected for next year.

Mr. Alonso explained that according to the State, the City's fees are supposed to adjust to the expenses. That is why he included an indirect cost allocation to allocate a portion of the cost for certain Departments that provide services for them.

Mr. Alonso clarified for Councilman Bain that the total \$759,200 in budgeted revenues is already included in the budget as part of the overall revenues for the General Fund.

Councilman Bain asked where \$155,571 for operating surplus, before indirect costs, is included and Mr. Alonso responded that it is part of the General Fund.

Councilman Bain asked if the \$155,571 projection could go towards paying the County ad valorem tax shortfall and Mr. Alonso replied that it cannot because it has already been included.

3. II. Public Services Department

i. Administration

Assistant City Manager/Finance Director Alonso said that the proposed Public Services Administration budget is \$48,161 or 11.8% less than the current year, totaling \$359,576. Part of the decrease in salaries of \$27,000 has to do with the outsourcing of the landscaping services. There will also be a further reduction in salaries in Public Properties. Public Works Director Tom Nash is present to answer any questions.

ii. Streets/Streetlights Division

Mr. Alonso stated that the proposed budget for this division is \$123,854 or 35% higher than the current year. The increase is due to \$100,000 budgeted under Repairs and Maintenance for citywide sidewalk repairs that are not eligible to be funded with Citizen Independent Transportation Trust (CITT) funds, as well as \$15,000 for replacement of lights within the Circle. The total budget is \$478,267.

Councilman Petralanda asked if the sidewalk repairs were really needed and Public Works Director Nash replied that they are needed.

Mayor Garcia clarified that CITT covers the majority of the cost and this is for a portion that will not be covered by the CITT dollars.

Mr. Nash commented that even if \$1MM were allocated to repair the sidewalks, there would not be enough funds to fix them all. He distributed information showing a breakdown of the associated costs for sidewalk repairs. He is required to comply with the Americans with Disabilities Act (ADA) by installing ADA ramps and detectable tiles which also increases the cost. He is allowed to use the CITT funds on roadway projects. There are other requests for areas in the City that will be coming to Council in the near future for milling, paving and sidewalk work.

Mr. Nash explained that the breakdown he distributed to Council shows that there are 343 homes that have sidewalks that are broken, cracked or lifted and the total cost would be \$125,404 to repair or replace them. The breakdown also shows the areas that are identified as needing the ADA ramp and detectable tiles. It would cost \$18,311 to do the concrete work and an additional \$18,720 for the detectable tiles. The total amount would be \$37,031 to make those areas ADA compliant.

To answer Councilman Petralanda's question, Mr. Nash said that if a sidewalk is lifted within one-inch or less then the department will root prune the area between the sidewalk and the offending tree and grind the sidewalk. It has been done on numerous occasions to where now the sidewalks are wearing thin and are cracking.

Mr. Nash commented that he was recently given notice of a grant that is available. Every available resource is being used to save dollars and to identify some of the areas of concern, but it is not a quick process.

Councilman Bain asked if research could be done to see if the boat ramp could be repaved and Mr. Nash replied that he would have to do some research. That boat ramp was closed a while back ago for a reason he is unaware of.

Councilman Bain requested information explaining why the boat ramp was closed.

To answer Councilman Bain's question, Mr. Nash responded that the sidewalk by the school was completed. The High School had some left over surplus funding and they made all of the repairs.

Mr. Nash explained that the Australian Pines are an issue but they are not as significant as what was around the rest of the perimeter. He has been working with the County trying to resolve the issue with the Australian Pines.

iii. Public Properties

Assistant City Manager/Finance Director Alonso stated that the proposed Public Properties budget is \$55,768 or 8.6% lower than last fiscal year, totaling \$589,977. He reiterated that this was the budget that was affected by the outsourcing of the landscaping. The first two columns show the actual savings from the outsourcing. In FY2010-11, Public Works trimmed 323 trees and in FY2011-12 they trimmed 283 trees. So far this year, Raydel has trimmed 1,479 trees and Public Works has trimmed 320, which is a total of 1,799 trees.

To answer Mayor Garcia's question, Mr. Nash commented that Public Works tries to take care of the "hot spots" and he is keeping the contractor working in grids, since it is not feasible to move the contractors around. Public Works handles all of the emergency calls and requests, while the contractors handle the routine jobs.

Mr. Nash stated that Public Works still performs the maintenance of properties. The staff still works the festival events and the in-house staff still sets up for various Pelican Playhouse staging and different functions that occur throughout the City. Some of the gentlemen in the Public Properties Department have received their Commercial Driver's License (CDL) so if another department is short, they can be used in those departments to operate heavy equipment.

Mayor Garcia commented that outsourcing is something that is not always popular in municipalities, especially with the residents of Miami Springs, but utilizing the services of Raydel Landscaping is one example that worked and he thanked staff and Council for making that decision.

Mayor Garcia asked if, before the budget process is complete, City Manager Gorland could look into having striping on the right side of Westward and Ludlum Drive for the cyclists. There has been an extreme increase of cyclists in the Miami Springs area and he has received a complaint that cyclists are riding their bikes very fast past people walking or jogging. He asked City Manager Gorland to advise Council if it is a costly issue.

Mayor Garcia commended the Administration and Council for taking a proactive approach on different angles. Many times Council does not like to raise taxes in order to add additional items to the budget, but if they are required, he respects the Administration's recommendations to place the funds in the budget for Council's consideration.

iv. Building Maintenance

Assistant City Manager/Finance Director Alonso stated that the proposed budget for Building Maintenance is \$53,000, or 22.5% higher than the current year. It is mainly due to a request of \$70,000 for a plumbing upgrade needed at City Hall. An additional \$46,550 is budgeted in Repairs and Maintenance to cover unexpected repairs which may be necessary during the fiscal year. The total budget is \$289,442 and Mr. Nash will answer any questions.

To answer Councilman Bain's question, Mr. Nash stated that almost all of the toilets in City Hall are not working. He added that there have been two significant water breaks and there are a lot of clamps on the pipes in the building. There was a water issue a few months ago that flooded out the communications room for the Fire Department and there are galvanized pipes that show the flow of water.

Councilman Bain asked if the repair work would go out for bid or if it was going to be done internally and Mr. Nash replied that the work has to go out for bid. He has already received a few quotes on which the numbers are based on. He clarified that this estimate includes plumbing and restoration because some walls and fixtures will have to be removed.

To answer Councilman Bain's question, Mr. Nash explained that \$46,000 is for the unforeseen situations that could arise that were not budgeted for.

Mayor Garcia asked if there are still funds remaining in the budget to plant new trees and Mr. Nash replied in agreement; he asked for the same dollar amount as last year. He was hoping to be able to plant 200 trees, but after receiving quotes, only 88 new trees will be planted.

v. Fleet Maintenance

Assistant City Manager/Finance Director Alonso stated that the proposed budget for Fleet Maintenance is \$22,000 which covers the maintenance on the Public Works' vehicles.

To answer Mayor Garcia's question, Mr. Alonso said that \$1.7MM is the total Public Works budget.

Mr. Nash commented that the Department has newer vehicles in the fleet that do not require as much maintenance and are covered under warranty.

To answer Vice Mayor Windrem's question about the aging fleet, Mr. Nash replied that the vehicles are rotated.

vi. Road and Transportation

Mr. Alonso commented that the Road and Transportation budget is funded from CITT funds that need to be budgeted each year.

Councilman Bain would like to utilize CITT funds as much as possible. He would like to see the funds used for striping in certain areas.

Mr. Nash stated that he submitted a request to Miami-Dade County regarding City-wide striping and when they asked about the areas in question he responded that the entire City is included in the request. He is waiting for a response as to what Miami-Dade will commit to striping. Miami-Dade has worked on Curtiss Parkway, some of the school areas and a request has been put in for Canal Street.

Mr. Nash noted that in the very near future, he will be coming to Council with a request for a project for Hammond Drive from Westward to Lafayette that will include milling, paving, and sidewalk work. Oakwood Drive is in dire need from Royal Poinciana to South Drive. There are also smaller streets that need work. He advised Council that by utilizing CITT funds for the milling, paving, and the sidewalk with ADA compliance, the funds will be exhausted quickly.

Mr. Alonso mentioned that the City receives CITT funds every year.

vii. Sanitation

Assistant City Manager/Finance Director Alonso stated that Sanitation is an enterprise fund and funds are received from fees paid by the residents for sanitation pick-up. There is an increase of approximately \$51,000 because the dumping fees for the County increased and all employees in the sanitation division earn under \$50,000 and therefore the bulk of the 4% merit increase will be going to this department.

Mayor Garcia clarified that Sanitation is a separate enterprise fund and there is a separate line item on the tax bill that is allocated for garbage pick-up.

Councilman Petralanda asked Mr. Alonso to explain the depreciation in the amount of \$54,000 and Mr. Alonso replied that it is for the sanitation trucks. Since enterprise funds are run like a typical business there are depreciable assets.

viii. Stormwater

Mr. Alonso said that the Stormwater Fund is another enterprise fund and it is funded by stormwater fees that are included in the residents' water bill from the Miami-Dade County Water and Sewer Department (WASA).

Mayor Garcia asked Mr. Alonso to explain the increase in regular salaries and Mr. Alonso replied that the increase is due to an additional employee.

Mr. Nash explained that two projects were completed on Bentley Drive and Bluebird Avenue. A project is currently being done on Mokena Drive where there is an issue that will probably be brought to Council for consideration at the next regular meeting.

Mr. Nash explained that the area off of N. W. 36th Street is not tied into the Florida Department of Transportation (FDOT) drains so there was a significant issue in that area with the rising water. The new vacuum truck was able to alleviate the overflow and there will be various projects in the near future.

Mr. Nash said that there is another issue on Oakwood and Lee Drive that ties into Forrest Drive, Miller Drive, and Stafford Park. He would like to tie the two drains together in order to eliminate the water faster. It has been tried in the past, but it was turned down so they are going to try to get approval again. He said that as a whole, the City is in good shape as far as stormwater drainage is concerned.

Mr. Nash said that one of the biggest areas that was an issue was on the 600 block of East Drive where the water was a lake on both sides and it would go up the walkway and into the motels. This was mostly related to an FDOT issue in that area and they fixed the issue on 36th Street and there has been no standing, ponding, or flooding water on East Drive at all.

(Mayor Garcia called for a five minute recess)

3. III. Parks and Recreation Department

i. Administration

Mr. Alonso stated that the proposed budget for Parks and Recreation is \$66,000 higher than the current year. The budget includes a new "Get Fit" program that is projected to generate \$30,000 in revenues with a \$20,000 cost, or a net surplus of \$10,000. Due to the limitation of part-time employees working 59 hours per pay period by the new health care law, the Recreation budget includes an additional \$20,000 for additional part-time staff. Both the Tennis contractor and the Pelican Playhouse have agreed to maintain the same reduced annual fee of \$15,000 and \$18,000 respectively for the next fiscal year.

Mr. Alonso pointed out that the budget summaries indicated that the Recreation Department is doing very well. They show a 25% ratio of revenues to expenses. Recreation Director Omar Luna and Programs Supervisor Patricia Bradley are present to answer questions.

Councilman Bain asked Recreation Director Luna to explain the "Get Fit" program.

Recreation Director Luna explained that the "Get Fit" program will cater more towards the teens and children between nine and ten years old. The children will be weighed, measured and provided a diet plan. They will be placed in programs where they will perform functional body movements without weights. The program will allow kids to be motivated, stay fit and not sit in front of the television all day and play video games. He is hoping to also cater to the fourteen through sixteen year old age group by focusing on athletically inclined drills for those who play certain sports.

To answer Councilman Bain's question, Recreation Director Luna commented that the program will include some cross-training and a boot camp. The Department is still working on the plans for the program.

Mayor Garcia asked how many kids they plan to have in the program and Recreation Director Luna replied that there will be a maximum of 20 kids. Mr. Luna added that the program will be in addition to the summer camp and the summer camp holds a maximum of 185 kids. He clarified that the old Recreation Center used to hold 120 kids for the summer camp.

Mayor Garcia commended the Recreation staff for their hard work and dedication.

Mayor Garcia asked if Recreation Director Luna planned on having the "Get Fit" program throughout the year if it becomes a success and Recreation Director Luna replied that the plan is for the summer program to be the lead up program and then he would come back next year to see if there are funds available to keep it going year-round.

Recreation Director Luna commented that the issue with having the program year-round is the available space in the facility. The plans are being worked out through discussions and he is hoping that if there is a demand for the program they will be able to find the space and time.

To answer Councilman Petralanda's question, Mr. Luna stated that he would reach out to the kids by visiting the schools and contacting the coaches and the youth leagues.

Councilman Petralanda does not think that Recreation Director Luna should limit his search to only coaches because some students are not taking Physical Education classes. He suggested that Mr. Luna also reach out to the teachers.

Councilman Bain asked why there was an increase of \$4,000 in promotions and Mr. Luna replied that the increase is for the Christmas at the Gazebo event. Plans are to have more rides and amenities due to the large turnout for that event.

Mayor Garcia commented that the wrist bands were a great success.

To answer Councilman Bain's question, Programs Supervisor Patti Bradley stated that people would buy the bands for \$2.00.

Recreation Director Luna clarified that last year the 5K Turkey Trot was under promotions and this year he created a line item specifically for this event. The funds are mostly for the scoring system.

To answer Councilman Bain's question, Ms. Bradley stated that the increase in Contractual Services is due to set contracts.

Recreation Director Luna commented that the increase of \$1,400 in programs was due to a raise for the Yoga Instructor.

To answer Mayor Garcia's question, Mr. Luna stated that the "Get Fit" program is a specialty camp and there will be a fee associated for the program that will generate revenue.

To answer City Manager Gorland's question, Ms. Bradley commented that the snow for the Christmas event was not as successful this past year.

City Manager Gorland suggested having only one pile of snow for only the younger kids and Ms. Bradley said that there is a minimum amount of snow that the company will provide and she would check to find out what the minimum amount is.

ii. Pool

Assistant City Manager/Finance Director Alonso stated that the proposed budget for the Pool is \$265,563, or approximately the same as the current year. The pool is budgeted to generate approximately \$58,600 in revenue.

Councilman Lob noted that Council needs to figure out what is going to happen with the pool soon.

Councilman Bain asked when Council would receive an answer on the pool and if it would be before the end of the budget process.

City Manager Gorland replied that he hopes that they would be able to provide an answer, but there are no guarantees. He spoke with Link Construction today and he hopes to hear something within the next couple of weeks.

To answer Councilman Petralanda's question, Recreation Director Luna commented that last year they budgeted \$100,000 for part-time year round employees and \$50,000 for seasonal employees. This year he just added \$25,000 to part-time year round, which makes it easier to understand who is working year-round and who is seasonal.

iii. Tennis

Assistant City Manager/Finance Director stated that the total Tennis budget is \$20,000.

Vice Mayor Windrem asked how \$5,000 was saved in Contractual Services and Mayor Garcia responded that the department decided that the same can be done for \$5,000 less.

iv. Park Maintenance

City Manager Gorland commented that in the past, the City had outsourced park maintenance from Recreation to Golf even though the budget remained in Recreation. With the issues that were occurring at the golf course, the expenses were taken out of the Golf budget.

To answer Councilman Bain's question, Recreation Director Luna said that the grass is being cut with the assistance of the golf course since the Recreation Department does not have any equipment to cut grass.

City Manager Gorland reiterated that the City outsourced park maintenance and is trying to relieve the Golf Department of the task. Recreation Director Luna has received some quotes.

Mr. Alonso answered Mayor Garcia's question by explaining that since the labor was no longer being used from the golf course, there were funds in the budget that allowed Mr. Luna to hire the company.

Mayor Garcia asked if there was going to be an increase with the new numbers and Recreation Director Luna responded that there may be but it depends on what is included in the Request for Proposal (RFP) and the responses that are received.

Mayor Garcia clarified that what was originally coming from the golf budget will now come from the recreation budget entirely and the work will be outsourced.

Mayor Garcia asked Mr. Luna if he was comfortable with the budget and if he feels that there are enough funds to cover the outsourcing costs.

Mr. Luna replied that the budget should be okay with \$93,000 but it would not be a surprise if the amount is \$100,000, since it is hard to predict what the cost will be.

Councilman Bain asked why the common areas could not be maintained by Public Works and City Manager Gorland said that the Public Works' maintenance is outsourced.

Recreation Director Luna clarified for Councilman Bain they have received a quote from Raydel Landscaping and the plan is to amend their current contract. The \$77,000 quote that was received from Raydel Landscaping was for minimum work. It was determined that because of the constant use of the fields, it would cost approximately \$100,000.

3. IV. Golf Department

Assistant City Manager/Finance Director Alonso mentioned that the Golf budget shows two columns; the yellow column is the original departmental request and the blue column is the amended budget that is being requested. The biggest difference is for maintenance in the amount of \$276,000. Golf Director Paul O'Dell and Golf Superintendent Laurie Bland are present to answer any questions.

Mr. Alonso clarified that the budget also shows the insurance and certain utilities that are paid for at the golf course.

Golf Superintendent Bland made a presentation to Council explaining the operations at the golf course and what can be done to increase business and revenue. She commented on the basics and the exterior of the clubhouse and justified everything that needs to be spent in order to upgrade the Country Club within the next year to make it a marketable product. The new golf cart fleet is needed because only 36 of the 75 carts operate.

Ms. Bland showed photos of the wash area and the courtyards. She suggested placing furniture and landscaping in the courtyards to enhance the area. The maintenance building is too small and it justifies some of the repairs and maintenance that is required. She suggested re-grassing some of the slope areas that have eroded.

Ms. Bland continued to explain a pre-emergent program which will include a 90-day program that would cost approximately \$8,500. The wash area is not appropriate in its current condition and needs to be fixed.

Golf Superintendent Bland addressed the driving range and said that Mr. O'Dell fixed it properly by fumigating the greens. In addition, the golf course equipment should not be stored outside amongst the elements. The parts and tools room is limited in supply parts that need to be replenished within the next year. The chemical storage also should not be amongst the elements.

Golf Director O'Dell said that all the equipment should be covered, which is a necessity in order to get longer life out of the equipment. He has had to dispose of chemicals which resulted in a waste of money.

Mayor Garcia asked how much of what was shown in the presentation can be done with the funds that are currently budgeted and Golf Director O'Dell replied that quite a bit could be accomplished.

Mayor Garcia commented that he has already seen some improvements at the golf course. Council has made it pretty clear that by bringing in Golf Director O'Dell and Golf Superintendent Bland and looking at what needs to be done, this is the last opportunity the golf course has.

Mayor Garcia asked if there are any items that can be deferred that are not going to affect the golf course and Golf Director O'Dell responded that there is nothing that can be deferred. The City has hired professionals and now the work needs to be done.

Golf Director O'Dell stated that he and Golf Superintendent Bland have looked at every aspect. The golf course has been cut short for many years. The driving range use has increased by approximately 40% because of the turf that is there now. He said that it takes this kind of budget to get to the end result. The golf apparel is going to be changed to say "Home of the Miami Open" with the years and the sleeve will have past champions on it.

To answer Mayor Garcia's question, City Manager Gorland stated that he would like to do a lot more to the golf course, build new facilities and replace the equipment. He trusts Golf Director O'Dell and Golf Superintendent Bland and they know what they are doing. This is what it takes for phase one to begin. He firmly believes that the revenue will follow.

Mayor Garcia said that he is going to close his budget book and he is willing to give Golf Director O'Dell what he is asking for. He is only one of five and the other Council members need to be convinced. If there is not a significant change next year, then his request will be to look towards doing something else. He is going to approve of their proposal because he trusts and believes in Golf Director O'Dell and Golf Superintendent Bland.

Vice Mayor Windrem commented that he is very happy with the team that has been brought to the golf course. He believes the right personnel are in place and discussions have been made that there will be phases that the golf course needs to go through. If this is the budget that is needed to make changes, then he is okay with it.

Councilman Petralanda stated that Golf Director O'Dell mentioned the building height and enclosures, but the cost is not in the budget. He asked if that was going to be a problem and City Manager Gorland replied that it is something that is going to have to be done. It is dangerous and needs to be replaced. It may not have to be done this year, but it will have to be replaced.

Councilman Petralanda's expressed his concern that it is not part of the budget and if there are no significant changes in the golf course, he does not want to hear that the reason was because Council did not enclose the chemicals and the fertilizers.

Golf Director O'Dell explained that those are things that he cannot control. In the time that he and Golf Superintendent Bland have been at the golf course, they have found things that have surprised them. The \$1.2MM irrigation system has had a series of blow outs since it was installed in 2010. Discussion took place with the Administration and the irrigation company and they have agreed that it is defective and will be repaired. A letter was sent to all three parties and he believes that they are committed to correcting their error.

To answer Mayor Garcia's question, Golf Director O'Dell said that there would be no additional costs to the City for correcting the irrigation system and that there will be a new five-year warranty starting from the day they finish the installation.

Councilman Lob firmly believes that the right team is in place. Three Council members have dealt with numerous budgets and have seen the golf course deteriorate. He feels that Council is committed to approving the proposed budget, but they need to see results. He is going to be very results-oriented when it comes to the next budget. He believes that he will see results and he wants to make it perfectly clear that this is the last chance with the golf course. He reiterated that he is okay with the budget, but he hopes and expects to see results.

Councilman Bain commented that Professional Services in the yellow column is approximately \$11,000 and the blue column shows approximately \$19,000. He asked if it can be cut back to approximately \$11,000.

Golf Superintendent Bland explained the soil analysis that she did on her second day of work. She said that it is a very large part of the process and she plans on performing these analyses on a monthly to bi-monthly basis.

Councilman Bain commented that if this is going to be the last chance for the golf course, it is the responsibility of Golf Director O'Dell and Golf Superintendent Bland to correct the golf course and Council's and the Administration's responsibility to oversee the staff and ensure that things are being done correctly.

Councilman Bain asked if the \$134,000 amount for rentals and leasing is because they are renting the equipment to cut the grass and Golf Director O'Dell replied in agreement.

To answer Councilman Bain's question, Golf Director O'Dell stated that \$63,000 for repairs and maintenance is to perform preventative maintenance on the equipment and to grind the reels.

Councilman Bain asked what the operating supplies included and Golf Superintendent Bland responded that the operating supplies are the cleaning tools, divot nixes, divot boxes, and different supplies needed around the golf course.

Golf Superintendent Bland clarified for Mayor Garcia and Vice Mayor Windrem that the operating supplies were broken down into different line items so that Council can see exactly what is being spent for certain items.

To answer Councilman Bain's question, Golf Director O'Dell explained that the food and beverage is virtually non-existent as far as service to the golfing clientele.

Mayor Garcia asked how much of an impact food and beverage has on their operation and Golf Director O'Dell responded that it has a tremendous impact because golfers want service.

Councilman Bain asked if there needs to be a meeting with the Food and Beverage Operator to ensure that the food and beverage service is up to par and Golf Director O'Dell replied in agreement.

To answer Councilman Petralanda's question, Golf Director O'Dell replied that \$21,740 is for the fuel for the golf carts. There was a reduction in the utility bill.

To answer Mayor Garcia's question, City Manager Gorland said that the Administration has tried to split the food and beverage and the banquet facility but there is no freezer and grill capacity.

Mayor Garcia asked if spending money on a small addition to have freezers and someone to operate the area separately would be a possibility and City Manager Gorland replied that it could be a possibility, but he would look into it as he is not certain.

Councilman Lob commented that if there is an agreement with the City and the Food and Beverage Operator, then the agreement should be honored.

Councilman Bain said that he knows at least three entities that would like to work with the Country Club.

City Manager Gorland stated that a Request for Proposal (RFP) needs to be done for the food and beverage operation.

Mayor Garcia noted that he has also spoken with people who are interested in running the food and beverage aspect of the Country Club. Asking somebody to do something just because it is the agreement and knowing that it is losing money, may be a reason to sever the contract and the agreement that is currently in place. He suggested trying to find someone or two separate people to run and manage the food and beverage.

Councilman Lob said that Management or the golf pros have never required that the agreement be fulfilled.

City Manager Gorland clarified that the agreement is required to be fulfilled and that everyone needs to review the agreement that is based on profitability. The Administration will meet with the Food and Beverage Operator and find out what he is willing to do and if he is not willing to cooperate then the Administration will bring it back to Council for an RFP and the ability to break the contract if needed.

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4. Adjourn

There being no further business to be considered the meeting was duly adjourned at 9:10 p.m.

Zavier M. Garcia
Mayor

ATTEST:

Elora R. Sakal
Administrative Assistant II

Approved as _____ during meeting of:

Words ~~-stricken through-~~ have been deleted. Underscored words represent changes. All other words remain unchanged.



DRAFT

City of Miami Springs, Florida

The Recreation Commission met in Regular Session at 7:00 p.m., on Tuesday, August 13, 2013 in the Council Chambers at City Hall.

1) Call to Order/Roll Call

The meeting was called to order at: 7:04 p.m.

The following were present:

Chair Clark Rinehart
Dr. Stephanie Kondy
Jorge Santin
Miguel Becerra
Alex Anthony

Also present:

Board Liaison Jaime A. Petralanda
Recreation Director Omar Luna
Board Secretary Elora Sakal

2) Approval of Minutes

Minutes of March 12, 2013 meeting were approved as written.

Board member Kondy moved to approve the minutes. Board member Santin seconded the motion which was carried unanimously on voice vote.

3) New Business:

- a) Discussion on the Opportunity to Possibly Address the Flood Issue at Prince Field Through a F.R.D.A.P. Grant

Recreation Director Omar Luna explained that the City is trying to apply for a grant. There are some issues with the drainage at Prince Field, especially on the south field where one of the baseball fields is located. With the way that the field is laser graded at the present time, the water floods into the third base dugout area which creates a massive flood.

Mr. Luna distributed photos to show the area that floods (attached for the record). That area remains flooded for days at a time. Drainage, sand, and rock have been added to alleviate the issue, but during the summer time it is still flooded for a number of days. Due to tournaments and events, the water has had to be pumped out and has become not only a nuisance, but a safety issue as well because the area becomes slippery.

Mr. Luna commented that it also begins to flood into the swale area where people park. Cars have gotten stuck recently and Public Works has had to come and tow the cars out. He is hoping that the Board can support the project.

Mr. Luna stated that the project will consist of repairing the drainage on the north and south side of the field, laser grading the fields, adding some clay, and finding a way to get the water to percolate to an area where it will not cause flood issues. He is asking for approximately \$10,000 to \$12,000 from Florida Recreation Development Assistance Program (F.R.D.A.P.). He is uncertain of when the grant would be received if it were awarded to the City, but there is a deadline to turn in all of the information to them.

Board member Kondy asked if the issue is partially because the road is draining into the area and Mr. Luna replied that he is uncertain.

Mr. Luna said that when the field was built many years ago, it did not have any ball fields on it. It was built to have the water percolate off to the north and south side. When the ball fields were installed, laser grading the fields was not taken into consideration.

Board member Santin asked if \$12,000 was all it was going to cost and Mr. Luna replied in agreement and said that they are not redoing the entire field. The grant requires an allowance of work that is less than approximately \$50,000.

Board member Anthony asked Mr. Luna where he received that estimate from and Mr. Luna replied that he has already received a couple of quotes.

To answer Board member Anthony's question, Mr. Luna said that it would cost approximately \$100,000 to repair the entire field.

Board member Anthony asked how the grant process works and Mr. Luna responded that F.R.D.A.P. will send emails stating that grants are available and then he can apply for the grants.

Board member Anthony asked if the grant funds could be used for anything else and Mr. Luna commented that he can request for a project to be done that costs up to \$50,000.

Mr. Luna clarified that the grant cannot be used on other parks such as Peavy Dove Park and Stafford Park because of certain limitations.

Board member Santin made motion to support the project. Board member Anthony seconded the motion which was carried unanimously on voice vote.

4) Old Business:

Board member Kondy commended the staff at the Recreation Center. She recommended the swimming pool to someone she works with and when they went to the pool they were very pleased.

Councilman Petralanda explained to the Board that Beth Tilman resigned from the Board due to conflicts with her schedule.

Mr. Luna discussed the current status of the pool. There is a lot of planning involved with regards to funding. He is trying to keep the current pool open and running for the next couple of years until he can come up with a plan for the new pool.

Discussion ensued regarding the condition of the pool.

To answer Board member Santin’s question, Mr. Luna stated that he has been able to fix some issues such as the expansion joints. They received a grant for some equipment for children with disabilities. There have not been any issues as far as support from Council or the Administration. He is able to say that wherever the money is being spent; it is being spent in a smart way.

Board Secretary Sakal advised the Board that they can only discuss items that are on the agenda. The Board members can suggest items to place on the agenda for the next meeting.

Board member Satin would like to add the maintenance on recreational fields to the next agenda.

Board member Kondy would like to add the Wall of Fame update to the next agenda.

Board member Santin would like to add a report on summer programs to the next agenda.

Board Secretary Sakal commented that the next meeting is scheduled for Tuesday, September 10th.

5) Adjournment

There was no further business to be discussed and the meeting was adjourned at 7:25 p.m.

Respectfully Submitted,

Elora Sakal
Board Secretary

Approved as _____ during meeting of: _____

Words ~~stricken through~~ have been deleted. Underscored words represent changes. All other words remain unchanged.

“The comments, discussions, recommendations and proposed actions of City Citizen Advisory Boards do not constitute the policy, position, or prospective action of the City, which may only be established and authorized by an appropriate vote or other action of the City Council”.



Golf and Country Club Advisory Board

Cancellation Notice

The Golf and Country Club Advisory Board meeting scheduled for Wednesday, August 14, 2013 has been canceled since there are no agenda items for consideration.

Elora R. Sakal
Board Secretary

cc: City Council
City Manager
Assistant City Manager/Finance Director
City Attorney
City Clerk
Golf and Country Club Advisory Board Members
Golf Director, Paul O'Dell
Sandy Pell, Golf Superintendent
Post



City of Miami Springs, Florida

CANCELLATION NOTICE

The Revitalization and Redevelopment Ad-Hoc Committee Meeting of Monday, August 19, 2013 was canceled.

A handwritten signature in black ink, appearing to read "Elora Sakal", written over a horizontal line.

Elora R. Sakal
Board Secretary

cc: Mayor and Council
City Manager
Assistant City Manager/Finance Director
City Attorney
City Clerk
Revitalization and Redevelopment Board Members
Post



City of Miami Springs, Florida

Board of Parks and Parkways

CANCELLATION NOTICE

The Board of Parks and Parkways Regular Meeting of Wednesday, August 21, 2013 has been canceled since there are no agenda items for consideration.

Elora R. Sakal
Board Secretary

cc: City Council
City Manager
Assistant City Manager/Finance Director
City Attorney
Acting City Clerk
Board of Parks and Parkways Members
Public Works Director
Post



CANCELLATION NOTICE

CODE REVIEW BOARD

Due to the fact that the City Council has not directed the Code Review Board to review any ordinances this month, the regular meeting of Thursday, August 22, 2013 has been canceled in advance.

Suzanne S. Hitaffer, CMC
Acting City Clerk

cc: Mayor and Council
City Manager
Assistant City Manager/Finance Director
City Attorney
Planning and Zoning Director
Building and Code Compliance Director
Code Review Board Members and Secretary
Post

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida



PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, August 26, 2013, at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida regarding the following proposed ordinance:

ORDINANCE NO. 1056-2013 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 113-04, BUSINESS TAXES-SCHEDULE OF FEES, BY PROVIDING A FIVE (5%) PERCENT INCREASE IN THE COST OF ALL CITY BUSINESS TAXES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.

Anyone wishing to offer verbal or written comment regarding the proposed ordinance may do so at the public hearing. A copy of the proposed ordinance is posted for public review on the bulletin board located next to the elevator on the first floor at City Hall.

Suzanne S. Hitaffer, CMC, Acting City Clerk

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made (F. S. §286.0105).

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: 305.805.5006, no later than seven days prior to the proceeding.
8/15 13-3-338/2135096M

STATE OF FLORIDA COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MERCEDES ZALDIVAR, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review i/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF MIAMI SPRINGS
PUBLIC HEARING - AUGUST 26, 2013

In the XXXX Court,
was published in said newspaper in the issues of

08/15/2013

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

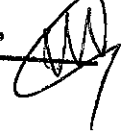
15 day of AUGUST, A.D. 2013

(SEAL)

MERCEDES ZALDIVAR personally known to me



\$86.89



ORDINANCE NO. 1056-2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 113-04, BUSINESS TAXES-SCHEDULE OF FEES, BY PROVIDING A FIVE (5%) PERCENT INCREASE IN THE COST OF ALL CITY BUSINESS TAXES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.

WHEREAS, Ordinance No. 958-2007, enacted on August 27, 2007, amended Chapter No. 113 of the Code to provide for "Business Taxes" instead of "Occupational License Taxes", corrected certain prior Ordinance language in accordance with the new reference to "Business Taxes", and assessed five (5%) percent increases on all existing businesses listed in the City Schedule of Fees; and,

WHEREAS, pursuant to the provisions of Florida Statute Section 205.0535(4), Business Taxes can be increased by up to five (5%) percent every other year; and,

WHEREAS, the City Administration has proposed a five (5%) percent increase in all business taxes as is set forth herein; and,

WHEREAS, the City Council has reviewed and discussed the proposed Business Tax increases and determined that the proposed increases are 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 113.04, Schedule of Fees, is hereby amended as follows:

Chapter 113-04. Business Taxes.

Section 113-04. Schedule of Fees.

No person, firm, corporation or association shall engage in or manage any business, profession or occupation without first obtaining from the City a business receipt thereof, for each separate location in the City and paying therefore the following fee which shall be assessed and fixed as follows:

ABSTRACT COMPANIES

Agents or persons engaged in the business of making abstract of title from public records . . . ~~\$115.76~~ \$121.55

ADDING AND CALCULATING MACHINES OR CASH REGISTERS (See BUSINESS MACHINES)

ADVERTISING

Advertising or trade Inducement Company or individual. The term advertising or trade inducement company or individual shall be construed to apply to each person, engaged in conducting and advertising or trade inducement company or offering for sale any goods, wares, or merchandise by advertisement or in any other manner whereby prizes or other special inducements or schemes are offered to induce trade.

Each advertising or trade inducement company or individual or other as provided . . . ~~477.53~~ \$501.41

In streets. Each person advertising on the streets by any means:

Where no vehicle is used . . . ~~63.67~~ 66.85

Where vehicle is used, each vehicle . . . ~~63.67~~ 66.85

AGENCIES. Adding and calculating machines or cash registers (See BUSINESS MACHINES)

Automobiles, automobile trucks and trailers or other motor-driven vehicles or equipment (See AUTOMOBILES)

Book or canvassers, each agent or canvasser . . . ~~25.47~~—~~26.74~~

Brokers (See BROKERS)

Collection (See COLLECTION AGENTS)

Consultants (per consultant) . . . ~~63.67~~ 66.85

Credit Reporting and Mercantile (See CREDIT REPORTING AND MERCANTILE AGENCIES)

Employment . . . ~~127.34~~ 133.71

Manufacturer's agents or representatives . . . ~~63.67~~ 66.85

Motorcycle (See AUTOMOBILES, MOTORCYCLES, etc.)

Tax

Each agent . . . ~~127.34~~ 133.71

Each agency . . . ~~127.34~~ 133.71

Theatrical or talent (per agency) . . . ~~127.34~~ 133.71

Travel agency or bureau . . . ~~63.67~~ 66.85

AIRCRAFT AND AIRCRAFT PARTS.

Dealers, in selling or leasing. Inventory on premises requires additional retail or wholesale merchants license. Alone or in connection with any other business . . . ~~63.67~~ 66.85

ALTERATIONS, CLOTHING OR TAILORING . . . ~~25.47~~ 26.74

AMBULANCE SERVICE OR BUSINESS

Operating ambulances as follows:

Not exceeding one ambulance . . . ~~38.20~~ \$40.11

For each additional ambulance . . . ~~25.47~~ 26.74

AMUSEMENT ARCADE.

The term amusement arcade is a place where automatic coin-or slug-in-the-slot music playing, picture-displaying, weighing, punching, and candy and chewing gum vending, and other similar automatic or vending machines are maintained and operated for profit. Coin-operated machines license must also be obtained. Each person operating machines as follows:

Not exceeding 50 machines . . . ~~63.67~~ 66.85

More than 50, but not exceeding 100 machines . . . ~~127.34~~ 133.71

More than 100, but not exceeding 150 machines . . . ~~191.04~~ 200.56

More than 150 . . . ~~191.04~~ 200.56

AMUSEMENTS.

Place of public amusement not otherwise provided for . . . ~~795.87~~ 835.66

ANIMAL GROOMING (See DOG OR OTHER SMALL ANIMAL)

ANTIQUÉ SHOP.

When the average value of stocks of goods carried is as follows:

Not exceeding \$1,000.00 . . . ~~50.94~~ 53.49

More than \$1,000.00 for each additional \$1,000.00 or fractional part thereof . . . ~~6.34~~ 6.66

APARTMENT HOUSES. (Must show proof of license from hotel and restaurant commission.)

Apartment unit means two or more rooms with kitchen facilities.

Apartments, three units or more, not including one unit free for manager or owner, per unit . . . ~~4.63~~ 4.86

Cabanas operated for profit, in connection with swimming pools, per cabana . . . ~~4.63~~ 4.86

Hotel rooms, not including two rooms permitted for living quarters for manager or owner, per room . . . ~~3.48~~ 3.65

Hotel rooms and apartments in one building,

per hotel room . . . ~~3.48~~ 3.65

per apartment unit . . . ~~4.63~~ 4.86

Swimming pools operated for profit, alone or in connection with another business, or as part of an apartment, but not including cabanas, per swimming pool . . . ~~63.67~~ 66.85

ARCADE, AMUSEMENT (See AMUSEMENT ARCADE)

ARCHERY RANGES . . . ~~63.67~~ 66.85

ARMORED CAR SERVICE . . . ~~63.67~~ 66.85

ART OR PHOTOGRAPHIC STUDIO . . . ~~63.67~~ 66.85

ATTORNEYS-AT-LAW AND LAWYERS. For each attorney or lawyer in each separate location (Not subject to discount) . . . ~~34.73~~ 36.47

AUCTIONEERS. Not prorated and nontransferable . . . ~~477.50~~ 501.38

For sale, each day or fraction of a day at each location of goods, wares, merchandise, or real estate . . . ~~57.89~~ 60.78

AUTOMOBILES

Chauffeurs (See Hire and rent)

Filling station (See Service stations)

Garage. Parking garage or lot. A privately owned building or lot or part thereof containing at least 1,500 square feet of parking area open for use of the public for parking of vehicles on an hourly, daily, weekly, monthly, or seasonal basis upon payment of a fee therefor.

Per parking space . . . ~~3.48~~ 3.65

Hire and rent. (Must comply with Chapter 115 to receive license.)

Automobile renting business. (Drive-it-yourself) . . . ~~347.29~~ 364.65

Taxicabs, for-hire cars, and sightseeing cars.

Operators for hire seating four to six passengers, not equipped with taximeter. Chauffeur's licenses for driving motor vehicles in transportation of persons for compensation . . . ~~2.32~~ 2.44

Sightseeing. Persons operating sightseeing automobiles or vehicles, based on the passenger capacity of each vehicle operated as follows:

Not exceeding ten passengers . . . ~~25.47~~ 26.74

More than ten, not exceeding 20 passengers . . . ~~38.20~~ 40.11

More than 20 passengers . . . ~~63.67~~ 66.85

Taxicabs. Must comply with all licensing regulations. Refer to Chapter 115. Each vehicle . . . ~~115.76~~ 121.55

Parking (See Garage)

Recreation vehicles (See Sales, in general)

Repair

Garage (See REPAIR SHOP)

Storage garage. For keeping, storing, cleaning, and caring for and repairing only such automobiles or other motor-driven vehicles or equipment as are kept in storage. (If outside repairing is done, machine and repair shop license is required.) With capacity for storing cars as follows:

- Not exceeding 25 cars . . . ~~38-20~~ 40.11
- More than 25, not exceeding 50 cars . . . ~~63-67~~ 66.85
- More than 50 cars . . . ~~127-34~~ 133.71
- Repair shop (If not otherwise licensed under AUTOMOBILES)
- One to five persons . . . ~~127-34~~ 133.71
- More than five persons - additional . . . ~~11-58~~ 12.16

Sales

In general, new.

Agencies or persons engaged in sale of automobiles, trucks or tractors, or other motor-driven vehicles. However, automobile agencies licensed under the provisions of this schedule are permitted to conduct a repair shop and to carry in stock repair parts to serve the different lines or makes handled, and to deal in secondhand cars taken in exchange on sales of new cars; provided the entire operation is conducted from one location . . . ~~191-01~~ 200.56

For each additional location for sale or cars taken in exchange on sale of new cars under the foregoing paragraph . . . ~~127-34~~ 133.71

In general, secondhand or used.

Agencies or persons engaged in trading, buying, and selling secondhand automobiles, trucks, tractors, or other motor vehicles for each location . . . ~~191-01~~ 200.56

Motorcycles and sidecars or similar motor-driven vehicles or equipment. Motorcycle agencies licensed under the provisions of this schedule are permitted to conduct a service station and repair shop and to carry in stock the necessary repair parts and tires to service the different lines or makes licensed, and to deal in secondhand motorcycles taken in exchange on sales of new motorcycles; provided the entire operation is conducted from one location. (Does not permit handling repair parts, accessories, or tires to be sold at wholesale or retail to the trade, for which merchant's license is required.)

- One line of one make only . . . ~~63-67~~ 66.85
- For each additional line of one make . . . ~~63-67~~ 66.85

Trailer, Automobile

- One line of one make only . . . ~~63-67~~ 66.85
- For each additional line of one make . . . ~~63-67~~ 66.85

Service Stations. Providing one or more of the following services, each to be charged separately, with a maximum of . . . ~~115-76~~ 121.55

Accessories (\$500.00 permissals under filing station license, but if exceeding \$500.00 must pay this fee.)

- Not exceeding \$1,000.00 . . . ~~50-94~~ 53.49
- More than \$1,000.00 for each additional \$1,000.00 or fractional part thereof . . . ~~6-34~~ 6.66

Filling station. (Permitting a stock of accessories, repair parts, or tires and tubes, not to exceed \$500.00 in value, to be carried.) Alone or in connection with any other business:

Drive-in service

- Not exceeding four gasoline pumps . . . ~~63-67~~ 66.85
- For each additional gasoline pump . . . ~~12-74~~ 13.38

Machine and repair shop (also body and paint shop, machine shop)

- One to five persons engaged in repair work . . . ~~12-74~~ 13.38
- More than five persons engaged in repair work, per person . . . ~~11-58~~ 12.16

Tire repairing, retreading, and vulcanizing (permitting sale of secondhand tires) . . . ~~63-67~~

66.85

Trailer rental (U-Haul-It) . . . ~~427.34~~ 133.71

BAGGAGE TRANSFER AND FREIGHT FORWARDING (See TRANSFER AND FREIGHT FORWARDING COMPANIES)

BAIL BONDSMEN . . . ~~57.89~~ 60.78

Each bondsman in Bondsmen Office - ~~57.89~~ 60.78

BAKERIES

Manufacturing bakery products.

Within corporate limits of the City for, and selling or delivering in the conduct of, the wholesale bakery business, or the wholesale and retail bakery business and operating not more than five delivery trucks . . . ~~63.67~~ 66.85

Within corporate limits of the City for, and selling or delivering in the conduct of, the wholesale bakery business or the wholesale and retail bakery business, and operating more than five delivery trucks . . . ~~286.48~~ 300.80

Within corporate limits of the City for, and selling at retail only from, the premises of manufacture and operating delivery service, with no more than two delivery trucks for each retail place of business . . . ~~25.47~~ 26.74

In addition thereto, for each delivery truck in excess of two (truck identification tags to be supplied by the City) . . . ~~25.47~~ 26.74

Products distributors. Selling or distributing bakery products not manufactured within corporate limits of the City, each distributor . . . ~~286.48~~ 300.80

BALLROOMS OR DANCE HALLS, PUBLIC . . . ~~427.34~~ 133.71

BANKRUPTCY AND CLOSING-OUT SALES. Engaging in, managing, or conducting at retail any sale of goods, wares, merchandise under the circumstances stated.

For a period not exceeding 15 days . . . ~~57.89~~ 60.68

For a period not exceeding 30 days . . . ~~115.76~~ 121.55

For a period not exceeding 60 days . . . ~~173.65~~ 182.33

And a further fee of \$1.00 per \$1,000.00 of the price set forth on the inventory. However, no such license shall be issued for more than 60 days. Supplemental licenses extending time of sale (per day for the time during which such supplemental license is granted) . . . ~~57.89~~ 60.78

Purchasing at sale under assignment for benefit of creditors or for trustee in bankruptcy and advertising as bankrupt or distressed stock in resale. For each and every day during the continuance of the sale . . . ~~231.53~~ 243.11

BANKS OR TRUST COMPANIES . . . ~~286.48~~ 300.80

BARBER SHOP

First chair set up . . . ~~19.08~~ 20.03

Each additional chair . . . ~~12.74~~ 13.38

BEAUTY PARLORS

For the first beauty parlor or barber chair set up in such place of business . . . ~~19.08~~ 20.03

For each additional beauty parlor or barber chair set up . . . ~~12.74~~ 13.38

For each permanent-wave machine set up in such place of business . . . ~~12.74~~ 13.38

For each manicuring table in such place of business . . . ~~12.74~~ 13.38

BICYCLES (See SALES, SERVICE, AND RENTAL)

BLUE-PRINTING, MAP, AND PLAT MAKERS. Alone or in connection with any other business . . . ~~63.67~~ 66.85

BONDS, STOCKS, MORTGAGES, OR OTHER SECURITIES. Broker, alone or in connection with any other business (unless licensed under banks or investment counselor) . . . ~~191.04~~ 200.56

BOOKKEEPERS (See PROFESSIONAL)

BOOKS (See NEWS DEALERS)

BOOT AND SHOE REPAIR SHOP. Alone or in connection with any other business. (Permitted to deal in or sell only such secondhand boots or shoes as are necessary to sell for charges for repairs by the repair shop hereby licensed:

Operated by hand . . . ~~25.47~~ 26.74

Operated by power machinery . . . ~~38.20~~ 40.11

BOOTBLACK STAND. Alone or in connection with any other business, each chair . . . ~~6.34~~ 6.66

BOOTS AND SHOES (See MERCHANTS)

Secondhand dealers in . . . ~~191.04~~ 200.56

BOTTLED WATER

Distributors (See WATER, bottled, aerated, etc.)

BOTTLES

Secondhand dealers in . . . ~~63.67~~ 66.85

BOWLING OR TEN-PIN ALLEYS

Each location:

One alley . . . ~~63.67~~ 66.85

Each additional alley . . . ~~38.20~~ 40.11

BROKERS. One who buys from or represents the manufacturer, producer, or other seller, who may or may not carry stock on hand, and who sells to the jobber, wholesale or other trade, setting as intermediary between buyer and seller for the consideration of a brokerage fee of commission from either the buyer or seller.

Boats, ships, and yachts . . . ~~127.34~~ 133.71

Business . . . ~~63.67~~ 66.85

Customs . . . ~~127.34~~ 133.71

Dealers in futures and options . . . ~~795.87~~ 835.66

Handling stocks, bonds, mortgages, or other securities. Alone or in connection with any other business. Each Broker . . . ~~191.04~~ 200.56 .

Mercantile. Each person handling materials and supplies or other goods, wares, or merchandise, alone or in connection with any other business. (Does not permit stock of goods for which additional license is required as provided herein, in each case for the class of stock handled); provided, that merchants, retail dealers, and merchants, wholesale and jobbers, paying license fees aggregating \$100.00 or more, are permitted to do a mercantile brokerage business without additional license, each broker . . . ~~127.34~~ 133.71

Real estate . . . ~~63.67~~ 66.85

Theater tickets . . . ~~191.04~~ 200.56

BUILDING AND LOAN ASSOCIATIONS . . . ~~286.48~~ 300.80

BUSINESS BROKER . . . ~~63.67~~ 66.85

BUSINESS MACHINES. Agents or dealer. (Permitted to rent business machines without additional license, also to carry in stock the necessary repair parts to serve the different lines of business machines dealt in; provided, that the entire operation is conducted from one location. Does not permit handling repair parts, accessories, or supplies to be sold at wholesale or to the trade, for which a merchants license is required. Permitted to handle or deal in new and rebuilt or secondhand business machines.)

Provided that the average value of stocks of goods carried is as follows:

Not exceeding \$50,000.00 . . . ~~127.34~~ 133.71

More than \$50,000 . . . ~~191.04~~ 200.56

BUSINESS OR COMMERCIAL SCHOOLS. (See SCHOOLS and NURSERIES)

BUTCHERS AND BUTCHER SHOPS

Butchers, meats and packing-house products.

Wholesale, dealing in their own products (except those covered by Merchants, Jobbers and

distributors) . . . ~~63.67~~ 66.85

Shops, retail. Alone or in connection with any other business. (Permitted to handle poultry without additional license.) Employing meat cutters as follows:

Not exceeding two cutters . . . ~~25.47~~ 26.74

More than two, not exceeding five cutters . . . ~~63.67~~ 66.85

More than five cutters ~~127.34~~ 133.71

CABANAS (See SWIMMING POOLS OR NATATORIUMS)

CABARETS (See NIGHTCLUBS OR CABARETS)

CAFES AND CAFETERIAS (See FOOD SERVICE ESTABLISHMENTS)

CANDY AND CONFECTIONERY MANUFACTURER. Operating in connection with retail store. (See MERCHANTS)

CANDY AND SOUVENIR PEDDLERS (See PEDDLERS)

CARNIVALS, STREET SHOWS, EXPOSITION COMPANIES, OR SHOWS OR PERFORMANCES GIVEN IN ANY TEMPORARY ENCLOSURE

For the first day . . . ~~434.11~~ 455.82

For each day thereafter . . . ~~260.46~~ 273.48

CARPETS AND RUGS (See CLEANING CARPETS AND RUGS; for sales, see MERCHANTS)

Installation . . . ~~63.67~~ 66.85

CATERING (See FOOD SERVICE ESTABLISHMENTS)

CEMENT, LIME, AND PLASTER CONTRACTOR (See CONTRACTORS)

CIGARS AND TOBACCOS (See TOBACCO AND CIGARS)

CIRCUSES

Each day . . . ~~723.51~~ 759.69

Parades. For each parade through the streets where performance is given outside the limits of the City. (Not permitted without approval of the chief of police). Each parade . . . ~~57.89~~ 60.78

CLAIMS AND ACCOUNTS, COLLECTING (See COLLECTION AGENCY)

CLEANING CARPETS AND RUGS

By hand or vacuum process. Alone or in connection with any other business . . . ~~25.47~~ 26.74

CLEANING, HOUSE AND WINDOW (See HOME MAINTENANCE SERVICE)

CLEANING PLANTS AND AGENTS. In general:

Persons engaged in the business of cleaning, pressing, or dyeing . . . ~~127.34~~ 133.71

Cleaning or pressing outlets (retail). Where no cleaning or pressing or dyeing is done on the premises and where no steam press or irons are used . . . ~~25.47~~ 26.74

Cleaning or pressing shops (retail). Where no cleaning or dyeing is done on the premises, but where pressing is done and only one steam press is used . . . ~~38.20~~ 40.11

For each additional steam press used . . . ~~25.47~~ 26.74

Without establishing place of business. (Including rug and carpet cleaning). Each vehicle or solicitor used in soliciting, collecting, or delivery . . . ~~191.04~~ 200.56

CLINICAL LABORATORY

Alone or in connection with any other business . . . ~~63.67~~ 66.85

CLOTHING

Alterations or tailoring . . . ~~25.47~~ 26.74

Retail (See MERCHANTS)

Secondhand, each person dealing in . . . ~~191.04~~ 200.56

CLUBS, PRIVATE (must obtain separate licenses for food service or entertainment) . . . ~~63.67~~ 66.85

COIN-OPERATED MACHINES

Automatic or coin-operated service trade machines

Up to 15 machines . . . ~~69.46~~ 72.93

For each additional machine . . . ~~4.63~~ 4.86

Distributor's license (Placing for operation; distributing to location operators. Fee applicable if distributor maintains a place of business within the corporate limits of the City.)
 Each machine, to 100 machines . . . ~~23.15~~ 24.31
 Above 100 machines . . . ~~1,447.04~~ 1,519.39

Mechanical amusement device
 (Machines, contrivances, or devices for amusement set in motion or made to function by insertion of coin or slug.)
 Owners, operators, or managers of locations where mechanical amusement devices are operated wholly or in part for profit. Each nonvideo electronic or mechanical device . . . ~~57.89~~ 60.78
 Each video electronic device . . . ~~289.41~~ 303.88

Distributor's license (Placing for operation, distributing to a place of business. Fee applicable if distributor maintains business within the City).
 Each nonvideo or electronic device as defined in the Code of Ordinances to 100 devices . . . ~~23.15~~ 24.31
 Above 100 devices . . . ~~1,447.04~~ 1519.39

Juke box
 Owners, operators, or managers of locations where juke boxes are operated wholly or in part for profit. Each machine . . . ~~46.31~~ 48.63

Distributor's license (Placing for operation, distributing to location operators. Fee applicable if distributor maintains business within the corporate limits of the City.)
 Each machine, to 100 machines . . . ~~46.31~~ 48.63
 Above 100 machines . . . ~~1,157.63~~ 1215.51

Automatic merchandise vending machines
 Vending machines, automatic (Coin-operated merchandise or service-vending machines, except machines vending newspapers, drinking cups, or postage stamps, not otherwise provided for herein.)
 Owners, operators, or managers of locations where vending machines are operated wholly or in part for profit
 Each \$0.02 through \$0.15 machine . . . ~~18.52~~ 19.45
 Each 16-cent machine and over . . . ~~23.15~~ 24.31

Distributor's license (Placing for operation, distributing to location operators. Fee applicable if distributor maintains a place of business within the corporate limits of the City.)
 Each machine, to 100 machines . . . ~~7.64~~ 8.02
 Above 100 machines . . . ~~520.94~~ 546.99

Vending machines, cigarettes
 Owners, operators, or managers of locations where cigarette vending machines are operated wholly or in part for profit. Each machine . . . ~~7.64~~ 8.02

Distributor's license (Placing for operation, distributing to location operators. Fee applicable if distributor maintains a place of business within the corporate limits of the City.)
 Between one and not exceeding 50 machines, each . . . ~~7.64~~ 8.02
 More than 50 but not exceeding 100 . . . ~~477.53~~ 501.41
 More than 100 but not exceeding 200 . . . ~~636.70~~ 668.54
 More than 200 but not exceeding 300 . . . ~~795.87~~ 835.66
 More than 300 but not exceeding 600 . . . ~~955.04~~ 1,002.79
 More than 600 machines . . . ~~1114.08~~ 1169.78

Weighing machines
 Owners, operators, or managers of locations where weighing machines are operated wholly or in part for profit. Each machine . . . ~~12.74~~ 13.38

Distributor's license (Placing for operation, distributing to location operators. Fee applicable if distributor maintains a place of business within the corporate limits of the City.)
 Between one and not exceeding 30 machines . . . ~~12.74~~ 13.38
 More than 30 and not exceeding 50 machines . . . ~~286.48~~ 300.80
 More than 50 and not exceeding 100 . . . ~~382.02~~ 401.12

More than 100 and not exceeding 150 . . . ~~434.11~~ 455.82
 More than 150 machines, each machine . . . ~~2.54~~ 2.67
COLD STORAGE AND REFRIGERATION
 Renting cold storage space to the public. Alone or in connection with any other business . . .
~~63-67~~ 66.85
COLLECTION AGENCY (Engaged in collecting claims and accounts, renting houses, and
 collecting rents, not licensed as a real estate agency permitting house renting.)
 Alone or in connection with any other business. Each agency . . . ~~63-67~~ 66.85

COMMISSION MERCHANTS OR WHOLESALE DEALERS
 Receiving fruit, vegetables, and produce, or other goods, wares, or merchandise on
 consignment . . . ~~127.34~~ 133.71
CONSULTANTS (See AGENCIES)
CONTRACTORS
 Contractor's licenses shall be referred to the county occupational license division. (Resolution
 2171)
 Contractors maintaining general business office within City limits, unless otherwise licensed by
 the City . . . ~~63-67~~ 66.85
CREDIT REPORTING AND MERCANTILE AGENCIES
 Permitting the operation of not exceeding five persons . . . ~~63-67~~ 66.85
 Each agency, more than five persons, each agency . . . ~~127.34~~ 133.71
DANCING
 Dance halls and ballrooms, public-each dance hall or ballroom . . . ~~11.58~~ 12.16
 Dance studios and schools
 Less than 50 pupils . . . ~~25.47~~ 26.74
 More than 50 pupils . . . ~~45.54~~ 47.79
 Assistant operator's license . . . ~~12.74~~ 13.38
DECORATORS (See also INTERIOR DECORATORS)
 Bunting, flags, and pennants . . . ~~63-67~~ 66.85
DELICATESSEN (See FOOD SERVICE ESTABLISHMENTS)
DEPARTMENT AND GROCERY STORES (Construed to mean stores carrying five or more
 lines of goods subject to license under the provisions of this schedule and which are permitted
 to handle any lines of goods, wares, or merchandise herein classified as mercantile lines, but
 does not permit the operation of any business or occupation specified to be "alone or in
 connection with any other business," for which additional license is required as provided in
 each such case. Retail, where the average value of stock of goods carried is as follows.)
 Not exceeding \$5,000.00 . . . ~~63-67~~ 66.85
 More than \$5,000.00, not exceeding \$10,000.00 . . . ~~127.34~~ 133.71
 More than \$10,000.00, not exceeding \$20,000.00 . . . ~~191.04~~ 200.56
 More than \$20,000.00, not exceeding \$50,000.00 . . . ~~286.48~~ 300.80
 More than \$50,000.00, not exceeding \$100,000.00 . . . ~~490.51~~ 515.04
 More than \$100,000.00 . . . ~~477.50~~ 501.38
DETECTIVE AGENCY
 Per detective . . . ~~63-67~~ 66.85
DIRECTORIES
 Alone or in connection with any other business, each person compiling, making, or offering
 directories for sale . . . ~~63-67~~ 66.85 **DISPLAY ROOM OR SHOWROOM**
 For hire . . . ~~25.47~~ 26.74
DISTRIBUTORS
 Bottled water (See WATER)
 Ice (See ICE, Distributors)

DOG OR OTHER SMALL ANIMAL

Exhibition, each day . . . ~~57.89~~ 60.78

Grooming (See zoning regulation) . . . ~~63.67~~ 66.85

DRAINAGE AND SEWER EXCAVATING AND SEWER CONSTRUCTION . . . ~~127.34~~ 133.71

DRAMATIC OR THEATRICAL TROUPES OR COMPANIES

Each performance (where performance not given in local licensed theater) . . . ~~57.89~~ 60.78

DREDGING CONTRACTORS . . . ~~127.34~~ 133.71

DRESSMAKING OR HEMSTITCHING (Alone or in connection with any other business, does not permit stock without merchant's license)

When employing one and not exceeding three persons . . . ~~25.47~~ 26.74

More than three persons . . . ~~286.48~~ 300.80

DRUGS (Retail dealer in. Permits, in addition to stock of drugs and drug sundries and filling prescriptions, lines of candy and confectionery, cigar stand, newsstand, stationery, sundries, toilet articles, toys, and such other lines as are generally handled by a drugstore; but does not permit lunchstand or soda fountain; which must be licensed separately where the average value of stock of goods carried is as follows.)

Not exceeding \$1,000.00 . . . ~~31.80~~ 33.39

More than \$1,000.00, not exceeding \$3,000.00 . . . ~~38.20~~ 40.11

More than \$3,000.00, not exceeding \$5,000.00 . . . ~~63.67~~ 66.85

More than \$5,000.00, not exceeding \$10,000.00 . . . ~~127.34~~ 133.71

More than \$10,000.00, not exceeding \$20,000.00 . . . ~~191.04~~ 200.56

More than \$20,000.00, not exceeding \$50,000.00 . . . ~~191.04~~ 200.56

More than \$50,000.00 . . . ~~286.48~~ 300.80

DRY-CLEANING AGENCY (See **CLEANING PLANTS AND AGENTS**)

ELECTRIC COMPANIES . . . ~~318.35~~ 334.27

EMPLOYMENT AGENTS . . . ~~127.34~~ 133.71

EXERCISE STUDIOS . . . ~~63.67~~ 66.85

EXPORT AND IMPORT FIRMS . . . ~~127.34~~ 133.71

EXPRESS COMPANIES . . . ~~477.50~~ 501.38

FACTORIES (Each person engaged in the business of manufacturing any goods, wares, or merchandise, packing houses, and towel supply companies, shall be required to cover such manufacturing by taking out a factory license, to manufacture and sell the products manufactured at wholesale only, employing including owners and operators as follows.)

Not exceeding five persons . . . ~~63.67~~ 66.85

More than five, not exceeding ten persons . . . ~~127.34~~ 133.71

More than 10, not exceeding 15 persons . . . ~~191.04~~ 200.56

More than 15, not exceeding 25 persons . . . ~~286.48~~ 300.80

More than 25 persons . . . ~~382.02~~ 401.12

FERTILIZERS (Agents, dealers, or manufacturers; alone or in connection with any other business, requires brokers' license, see **BROKERS**.)

FILLING STATIONS (See **AUTOMOBILES**, Service stations)

FINANCE AND SMALL LOAN COMPANIES (Any person who engages in a financing service by negotiating or effecting the purchase or collection of deferred merchandise purchase agreement or notes.) . . . ~~286.48~~ 300.80

FISH, FRUITS, VEGETABLES, OR PRODUCE (See **COMMISSION MERCHANTS OR WHOLESALE DEALERS; PACKERS or SHIPPERS; PEDDLERS**)

FIVE-AND TEN-CENT OR VARIETY STORES (See **DEPARTMENT AND GROCERY STORES**)

FLORIST AND DEALERS IN CUT FLOWERS . . . ~~63.67~~ 66.85

FOOD SERVICE ESTABLISHMENTS (Any place of business which serves food or refreshments to the general public in a regular dining room, cafe, cafeteria, tea room, soda fountain, barbecue stand, delicatessen, catering firms, cold drink stand, etc., and also including snack counters in establishments where the principal business is other than the serving of food or refreshments.)

Where seating arrangements are provided:

Up to 30 seats . . . ~~63.67~~ 66.85

For each additional seat . . . ~~0.64~~ 0.64

Take-out service:

In addition to seating arrangements or counter service . . . ~~25.47~~ 26.74

Take-out service only . . . ~~63.67~~ 66.85

Counter seating and service:

In addition to seating arrangements or take-out service . . . ~~25.47~~ 26.74

Counter service only . . . ~~63.67~~ 66.85

Prepackaged foods and confectionery may be sold without additional license, if stock carried does not exceed \$200.00. If stock exceeds \$200.00 a merchant license is also required.

Stock from \$200.00 to \$1,000.00 . . . ~~50.94~~ 53.49

For each additional \$1,000.00 or fraction thereof . . . ~~6.34~~ 6.66

FREIGHT FORWARDING AND TRANSFER AND TRANSPORTATION COMPANIES (See TRANSFER AND FREIGHT FORWARDING COMPANIES)

FRESH MEATS (Retailer dealer in, see BUTCHERS AND BUTCHER SHOPS)

FRUIT, FISH, VEGETABLE, OR PRODUCE (See COMMISSION MERCHANTS OR WHOLESALE DEALERS; PACKERS OR SHIPPERS; PEDDLERS)

FUNERAL DIRECTORS AND UNDERTAKERS

Alone or in connection with any other business (not permitting embalming, for which professional embalmers' license is required) with stock, on consignment or otherwise, including ambulance and hearse equipment, as follows:

Not exceeding \$2,000.00 . . . ~~38.20~~ 40.11

More than \$2,000.00, not exceeding \$5,000.00 . . . ~~63.67~~ 66.85

More than \$5,000.00, not exceeding \$10,000.00 . . . ~~127.34~~ 133.71

More than \$10,000.00 . . . ~~191.04~~ 200.56

FURNITURE, HOUSE FURNISHINGS, ETC.

Movers and packers (See TRANSFER AND FREIGHT FORWARDING COMPANIES)

Secondhand dealers in. (Permitted to deal in secondhand goods of all kinds, except wearing apparel . . . ~~231.53~~ 243.11)

FURS

Dealers in. Alone or in connection with any other business . . . ~~25.47~~ 26.74

FUTURES AND OPTIONS

Broker in . . . ~~795.87~~ 835.66

GALLERY, SHOOTING . . . ~~63.67~~ 66.85

GARAGE, PUBLIC (See AUTOMOBILES, Garages)

GARBAGE COLLECTION, PRIVATE CONTRACTORS . . . ~~115.76~~ 121.55

GAS COMPANY OR WORKS

Each company or work . . . ~~318.35~~ 334.27

GOLF DRIVING RANGES . . . ~~63.67~~ 66.85

GREENHOUSES (See FLORISTS AND DEALERS IN CUT FLOWERS)

GROCERY STORES (See DEPARTMENT AND GROCERY STORES)

HAIRDRESSERS (See BEAUTY PARLORS)

HALLS, PUBLIC, FOR HIRE . . . ~~25.47~~ 26.74

HATS, CLEANING AND BLOCKING

Alone or in connection with any other business . . . ~~25.47~~ 26.74
 HEALTH STUDIO (See EXERCISE STUDIOS)
 HOME MAINTENANCE SERVICE (Providing gardening and lawn care, excluding TREE-TRIMMER, and/or providing house and window cleaning services.)
 With one to five employees . . . ~~63.67~~ 66.85
 With six to ten employees . . . ~~127.34~~ 133.71
 11 and over, each additional employee . . . ~~40.42~~ 10.94
 HOSPITALS, SANITARIUMS, OR OTHER SIMILAR INSTITUTIONS
 Privately owned and operated for profit . . . ~~63.67~~ 66.85
 HOTELS (Must be licensed by State of Florida, department of Hotels and Motels. Does not permit dining room without food service establishment license.)
 Hotel rooms, not including two rooms permitted for living quarters for manager or owner, to be taxed at the rate of ~~\$3.48~~ 3.65 per room.
 Hotel rooms and apartments in one building to be taxed at the rate of ~~\$3.48~~ 3.65 per hotel room and ~~\$4.63~~ 4.86 per apartment.
 HOUSE-MOVING (Does not permit moving houses without permit for each house. As to further regulations, see the building code book of the City . . . ~~63.67~~ 66.85)
 HYPNOTISTS
 Each practicing hypnotist:
 Where fees are charged . . . ~~1,193.79~~ 1,253.48
 Where no fees are charged, but contributions accepted . . . ~~1,591.74~~ 1,671.33
 ICE
 Distributors (Not licensed as ice manufacturers, and who engage in the distribution or sale of ice, either by contract, using trucks or vehicle not owned by the manufacturer):
 Not exceeding two vehicle . . . ~~25.47~~ 26.74
 More than two, not exceeding four vehicles . . . ~~50.94~~ 53.49
 More than four, not exceeding seven vehicles . . . ~~63.67~~ 66.85
 Each additional vehicle . . . ~~7.61~~ 7.99
 Manufacturers:
 For each daily ton capacity . . . ~~6.34~~ 6.66
 Retail dealers in: Not to apply to regular licensed ice manufacturers or distributors . . . ~~25.47~~ 26.74
 ICE-SKATING RINK . . . ~~286.48~~ 300.80
 IMPORT-EXPORT SERVICES
 Each office (or agent) within City . . . ~~127.34~~ 133.71
 INSURANCE ADJUSTERS . . . ~~63.67~~ 66.85
 INSURANCE AGENCY (The following license fees are required to be paid by each person operating an insurance agency in the City. A separate license shall be required for each separate location and for each person connected with the agency engaged in soliciting or taking applications for, negotiating, effecting, or collection premiums for (I) casualty and liability insurance; (II) fire insurance; (III) industrial and funeral benefit insurance; and, (IV) life insurance; provided that each insurance company represented by the agency shall first have taken out a license as provided herein, permitting its operation with any duly licensed insurance agency in the City.)
 Permitting the operation of but one person . . . ~~63.67~~ 66.85
 For each additional person as described herein . . . ~~7.64~~ 8.02
 INSURANCE COMPANY (Any insurance company doing business within the City; providing insurance coverage for any person, firm, corporation or other entity within the City; providing insurance coverage for any property, real or personal, located within the City . . . ~~115.76~~ 121.55)
 INSURANCE TRAVELING AGENT (Traveling insurance agent or solicitor, soliciting insurance of any kind, for mutual, reciprocal, or other associations, companies or exchanges. Not

permitted to operate under resident agent's license nor to solicit business for a company not licensed to operate by the State of Florida.)

Each agent . . . ~~63-67~~ 66.85

INTERIOR DECORATORS (Any person who, for compensation, plans the arrangement of furnishings for any building) . . . ~~63-67~~ 66.85

INVESTMENT COUNSELOR

Handling stocks, bonds, mortgages, and other securities, not otherwise licensed . . . ~~191-01~~ 200.56

JAI ALAI OR PELOTA

Conducting frontons for exhibitions:

For each day such fronton is actually operated for the exhibition of jai alai or pelota under the license granted by the State of Florida Racing Commission, no discount allowed. Per day . . .

~~23-15~~ 24.31

JANITORIAL SERVICE (See HOME MAINTENANCE SERVICE)

JOBBER OR WHOLESALE MERCHANTS (Require merchants' license, see MERCHANTS, Wholesale, Jobbers and Distributors)

LABORATORIES (See CLINICAL LABORATORY)

LANDSCAPING . . . ~~127-34~~ 133.71

LAUNDRIES (See CLEANING PLANTS AND AGENTS)

LAUNDROMATS (See COIN-OPERATED LAUNDRIES)

LAWYERS OR ATTORNEYS

For each lawyer or attorney at each separate location; not subject to discount . . . ~~34-73~~ 36.47

LOAN AGENTS OR INDIVIDUALS

Negotiating unsecured loans or loans secured by personal property, where the personal property is not taken into possession by the lender . . . ~~286-48~~ 300.80

Making loans secured by real estate, not to apply to bankers. Each agent . . . ~~127-34~~ 133.71

MACHINE AND REPAIR SHOPS

Machine and repair shops, except when licensed as SALES, SERVICE, AND RENTAL, shall be required to cover the operation of their different lines of business by taking out a machine and repair shop license, as follows:

Not exceeding two persons . . . ~~25-47~~ 26.74

More than two, not exceeding five persons . . . ~~38-20~~ 40.11

More than five persons . . . ~~63-67~~ 66.85

MAGAZINES, BOOKS, NEWSPAPERS, AND PERIODICALS (See NEWS DEALERS)

MANICURISTS (See BEAUTY PARLORS)

MANUFACTURERS (See FACTORIES)

MANUFACTURER'S AGENT or REPRESENTATIVES (See AGENCIES)

MAP AND PLAT MAKERS AND BLUE-PRINTING

Alone or in connection with any other business . . . ~~63-67~~ 66.85

MEATS, FRESH (Retail dealer in, see BUTCHERS AND BUTCHER SHOPS)

MERCHANTS (See also SALES, SERVICE, AND RENTAL.) If retail dealer, requires merchants' retail dealer license; if wholesale dealer, requires merchants' wholesale and jobbers license; if agent for, requires broker's license; provided that retail dealer, and merchants-wholesale and jobber, paying license fees aggregating \$100.00 or more are permitted to do a mercantile brokerage business without additional license.

Retail. (Except drug stores, grocery stores, bakeries, and fruit stores.) Permitting any one to four lines of business for which merchant's license is required; provided, that the license shall permit but one location when the average value of stocks of goods carried is as follows:

Not exceeding \$1,000.00 . . . ~~50-94~~ 53.49

More than \$1,000.00, for each additional \$1,000.00 or fractional part thereof . . . ~~6-34~~ 6.66

Wholesale, jobber or distributor. An individual, company, copartnership, corporation, or agent

therefor, who may or not maintain a fixed place of business in the City, who sells or offers to sell in large quantities which are beyond the needs of ordinary consumers, or for resale, or consigns or offers to consign for resale, any goods, wares, merchandise, or farm or grove products of any kind to any person or to any barber shop, beauty parlor, drug store, or food service establishment within the corporate limits of the City. All wholesale merchants, jobbers, or distributors shall have painted on each side of all wagons, trucks, passenger automobiles, or other delivery vehicles operated in or on the streets of the City, the name of the firm, location, and class of business so engaged. Further, each wholesale dealer, jobber, or distributor shall, before sending out any wagon, truck, passenger automobile, or any other delivery vehicle from the place of business so licensed for the purpose of delivering goods, furnish the driver with delivery sheets showing the name of customers, place of business, and quantity of goods, wares, or merchandise to be delivered by the driver of the delivery vehicle. Nothing herein shall be construed to affect the producer of farm and grove products, where they are being offered for sale or sold by the farmer or grower producing the products in the counties of Dade, Broward, Lee, Monroe, Collier, Martin, Glades, Okeechobee, or Palm Beach. Maintaining a place of business in the City and selling or delivering any goods, wares, or merchandise to any person outside the corporate limits of the City and not paying a wholesale merchant's license tax in the City . . . ~~127.34~~ 133.71

Having capital invested as follows:

Not exceeding \$10,000.00 . . . ~~127.34~~ 133.71
 More than \$10,000.00, not exceeding \$25,000.00 . . . ~~191.01~~ 200.56
 More than \$25,000.00, not exceeding \$50,000.00 . . . ~~191.01~~ 200.56
 More than \$50,000.00, not exceeding \$100,000.00 . . . ~~277.83~~ 291.72
 More than \$100,000.00 . . . ~~382.02~~ 401.12

MERRY-GO-ROUND

Alone or with any other business, each merry-go-round, each week . . . ~~57.89~~ 60.78

MESSENGER SERVICE

Alone or in connection with any other business . . . ~~25.47~~ 26.74

MILK

Distributing station, alone or in connection with any other business, employing delivery vehicles as follows:

Not exceeding two vehicles . . . ~~25.47~~ 26.74
 More than two, not exceeding four vehicles . . . ~~50.94~~ 53.49
 More than four vehicles . . . ~~63.67~~ 66.85

MOTION PICTURES

Theater: (For each seat in any theater, with minimum amount of \$100.00 for each separate location of theaters). Per seat . . . ~~0.42~~ .44

Drive-in theater-per vehicle speaker . . . ~~0.42~~ .44

Producers . . . ~~63.67~~ 66.85

MOTORCYCLES (See AUTOMOBILES)

MOVERS AND PACKERS (Household effects, furniture, etc., see TRANSFER AND FREIGHT FORWARDING COMPANIES)

MOVING HOUSES (See HOUSE-MOVING)

MOVING OR MOTION PICTURE (See MOTION PICTURES)

MUSEUM OR STOREROOM SHOW

Exhibiting articles and relics of historical interest, productions of art, and freaks of nature, where no performance is given, with admission charges as follows:

Not exceeding \$0.10 each . . . ~~191.01~~ 200.56
 More than \$0.10, not exceeding \$.25 each . . . ~~191.01~~ 200.56
 More than \$0.25 each . . . ~~238.75~~ 250.69

With admission free where contributions are accepted . . . ~~191.01~~ 200.56

MYSTICISM (Including astrologists, clairvoyants, fortune-tellers, horoscopists, palmists,

phrenologists, spiritualists, and similar occupations.)

Each person practicing where fees are charged . . . ~~1,193.79~~ 1,253.48

Where no fees are charged but contributions accepted . . . ~~1,671.33~~ 1,591.74

NEWS DEALERS (Except drugstores)

Permitting the sale of books to read, magazines, periodicals, and newspapers. Not permitting the sale of ruled, loose-leaf, or other books of a similar nature for which merchants' license is required. Alone or in connection with any other business carrying stock as follows:

Not exceeding \$500.00 . . . ~~25.47~~ 26.74

More than \$500.00 . . . ~~63.67~~ 66.85

NIGHTCLUBS OR CABARETS

Any restaurant or cafe or any place operated after 11:00 p.m. where food or refreshments or liquors are sold or served, at which or in connection with which, any live band, "show," theatrical, or similar entertainment is given (license not prorated) . . . ~~795.87~~ 835.66

NUMISMATIC SUPPLIES (See PHILATELIC AND NUMISMATIC SUPPLIES)

NURSERIES (See SCHOOLS AND NURSERIES)

OCCUPANCY ONLY...~~63.67~~ 66.85

OPTIONS AND FUTURES (Brokers in, requires broker's license, see BROKERS)

PACKERS AND MOVERS (Household effects, furniture, etc., see TRANSFER AND FREIGHT FORWARDING COMPANIES)

PACKERS OR SHIPPERS

Construed to mean any person taking orders for the shipment of fruit, nuts, crystallized candies or candied fruits, coconut lamps, or any other coconut novelties . . . ~~63.67~~ 66.85

Fish, fruit, vegetables, or produce. Persons engaged in buying, packing, selling, shipping, or soliciting on consignment, shipments of fish, fruit, vegetables, or produce. However, this license shall not be required where packers and shippers are located in their own packinghouse, for which packinghouse license has been paid . . . ~~63.67~~ 66.85

PAVING AND ROAD CONSTRUCTION CONTRACTORS . . . ~~127.34~~ 133.71

PEDDLERS (Retail, whose established place of business is within the corporate limits of the City.)

Selling:

Balloons and souvenir items. Each person . . . ~~25.47~~ 26.74

Bread, cake, pastry, pie, or other bakery goods.

Each vehicle . . . ~~127.34~~ 133.71

Candy, ice-cream, peanuts, or popcorn, on the streets. Each person or vehicle . . . ~~24.26~~ 25.47

Chicken and eggs. Each vehicle . . . ~~127.34~~ 133.71

Fruit, vegetables, and produce. Each vehicle . . . ~~63.67~~ 66.85

(No vehicle shall be used for the purpose of peddling at retail unless a decal furnished by the City be displayed.)

For each additional salesman or helper in excess of two persons accompanying any vehicle selling at retail bread and the like, chickens and eggs, and fruit, vegetables, and produce . . . ~~25.47~~ 26.74

PERIODICALS, BOOKS, MAGAZINES, AND NEWSPAPERS (Dealer in, See NEWS DEALERS)

PHARMACY (See DRUGS, Retail dealer in)

PHILATELIC AND NUMISMATIC SUPPLIES

Where the value of stock carried is as follows:

Not exceeding \$1,000.00 . . . ~~50.94~~ 53.49

More than \$1,000.00.00 for each additional \$1,000.00 or fractional part thereof . . . ~~6.34~~ 6.66

PHOTOGRAPHER OR PHOTO FINISHERS . . . ~~63.67~~ 66.85

Does not permit the selling of cameras or photographic supplies without merchant's licenses, alone or in connection with any other business.

Studios . . . ~~63.67~~ 66.85

Transient, itinerant, canvassing, or soliciting . . . ~~191.01~~ 200.56

PLAT AND MAP MAKERS AND BLUE-PRINTING

Alone or in connection with any other business . . . ~~63.67~~ 66.85

POPCORN MACHINES OR STANDS . . . ~~25.47~~ 26.74

PRESSING (See CLEANING PLANTS AND AGENTS)

PRINTERS AND OFFSET PRESS

Printing and offset press shops shall be required to cover such by taking out a license, as follows:

Employing, including owners and operators:

Not exceeding five persons . . . ~~63.67~~ 66.85

More than five, not exceeding ten persons . . . ~~127.34~~ 133.71

More than ten, not exceeding 15 persons . . . ~~191.01~~ 200.56

More than 15, not exceeding 20 persons . . . ~~286.48~~ 300.80

More than 25 persons . . . ~~382.02~~ 401.12

PRODUCE (See COMMISSION MERCHANTS OR WHOLESALE DEALERS; PEDDLERS; PACKERS OR SHIPPERS)

PROFESSIONAL

The following practitioners are classed as professional and each person engaged in the practice of any such profession is required to cover his practice by taking out a professional license as follows:

Each person engaged in the practice of any profession herein listed as a profession permitting the operation of but one person . . . ~~63.67~~ 66.85

For each additional partner or person practicing the profession listed and operating in connection with a person duly licensed as provided herein. License shall be issued in the name of the person so licensed, permitting the operation of the additional person in connection with the person taking out this additional license, each additional person as provided herein . . .

~~25.47~~ 26.74

Accountants and auditors.

Architects.

Chemists.

Chiropractors.

Dentists.

Dental technicians.

Dietitians

Embalmers.

Engineers.

Foresters.

Medical doctors.

Nurses.

Opticians.

Optometrists.

Osteopathic medical examiners.

Podiatrists.

Physical therapists.

Psychiatrists.

Psychologists.

Psychotherapists.
Surgeons.
Teachers and tutors.
Veterinarians.

PUBLIC AMUSEMENTS

Place of, not otherwise provided for . . . ~~757.97~~ 835.66

RACING

Displaying, selling, or offering for sale, sheets, papers, or pamphlets predicting outcome of horse or dog race . . . ~~382.02~~ 401.12

Dog racing:

Persons conducting (for each day races are conducted under license granted by the State of Florida Racing Commission) per day . . . ~~115.76~~ 121.55

RAILROAD COMMERCIAL AGENTS (See SOLICITING)

REAL ESTATE AGENT AND BROKER

Agent . . . ~~25.47~~ 26.74

Broker . . . ~~63.67~~ 66.85

The Real Estate Broker shall be responsible for submitting with his own application for occupational license a listing of all salesmen or brokers who have placed their board of Real Estate licenses with the Real Estate Broker. He shall also be responsible for seeing that the listing is updated during the license year so that a current listing will be maintained at all times.

REFRIGERATION AND COLD STORAGE (See COLD STORAGE AND REFRIGERATION)

RENT COLLECTION AND HOUSE RENTING (See COLLECTION AGENCY)

RENTAL (automobile rental, see AUTOMOBILE; bicycles and small appliances, see SALES, SERVICE, AND RENTAL)

REPAIR SHOP (See SALES, SERVICE, AND RENTAL or MACHINE AND REPAIR SHOP)

RESTAURANTS (See FOOD SERVICE ESTABLISHMENTS)

RINKS

Ice skating or roller skating . . . ~~286.48~~ 300.80

Owner or operators . . . ~~63.67~~ 66.85

ROOMING HOUSES, OR ROOMS-FOR-RENT (Must be licensed by the Division of Hotels and Restaurants.)

Every building or other structure kept, used, maintained, advertised, or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants shall be deemed a rooming house. In determining the number of rooms in any building used as a rooming house, only bedrooms, sleeping quarters, or sleeping porches which are for rent are to be counted.

Not exceeding two rooms . . . ~~7.61~~ 7.99

More than two, not exceeding five rooms . . . ~~12.74~~ 13.38

More than five, not exceeding ten rooms . . . ~~25.47~~ 26.74

More than ten, not exceeding 12 rooms . . . ~~38.20~~ 40.11

ROYALTY AND COPYRIGHT AGENTS AND SALESMEN

Each person, as agent for another or as the representative of another in any capacity, collecting or attempting to collect, or receiving money or other valuable consideration for rights, royalty, rents, or fees on copyrighted music, books, recorded music for mechanical reproduction radio programs, or patents. Per agent . . . ~~63.67~~ 66.85

RUGS AND CARPETS (Cleaning, see CLEANING CARPETS AND RUGS; sales, see MERCHANTS)

SALES, SERVICE, AND RENTAL (Including appliances, bicycles, golfcarts, yard maintenance equipment and similar machines, air-conditioners, radios, televisions, and similar equipment.)

One to four lines of goods:

Sales:

Stock not exceeding \$1,000.00 . . . ~~50.94~~ 53.49
More than \$1,000.00, for each additional \$1,000.00 . . . ~~6.34~~ 6.66

Service:

(Including warranty service) . . . ~~25.47~~ 26.74

Rental:

(In connection with other license) . . . ~~25.47~~ 26.74

Not otherwise licensed . . . ~~63.67~~ 66.85

SANITARIUMS, HOSPITALS AND SIMILAR INSTITUTIONS.

Privately owned and operated for profit . . . ~~63.67~~ 66.85

SCHOOLS AND NURSERIES

For a private, for-profit, school, nursery, business or commercial school . . . ~~63.67~~ 66.85

SECONDHAND DEALERS (Automobiles, automobile trucks, or other motor-driven vehicles, see AUTOMOBILES.)

Boots and shoes . . . ~~191.01~~ 200.56

Clothing . . . ~~191.01~~ 200.56

Furniture and house furnishing. (Permitted to deal in secondhand goods of all kinds, except wearing apparel) . . . ~~191.01~~ 200.56

SECURITIES, BONDS, STOCKS, AND MORTGAGES

Broker in. Alone or in connection with any other business . . . ~~191.01~~ 200.56

SHIP, RAILROAD AND AIRLINES AGENTS. Each transportation company maintaining a place of business other than the terminal, each agent (except travel agents) . . . ~~63.67~~ 66.85

Retail Sales. Soliciting orders to sell by samples or otherwise, furniture, household goods, builder's supplies, musical instruments or other goods, wares, or merchandise at retail, representing business houses outside the City . . . ~~191.01~~ 200.56

Shipments of fish, fruit, vegetables, or produce on consignment: (See COMMISSION MERCHANT OR WHOLESALE DEALERS)

SHIPPERS AND PACKERS (See PACKERS OR SHIPPERS)

SHOE AND BOOT REPAIR SHOP (See BOOT AND SHOE REPAIR SHOP)

SHOE-SHINER (See BOOTBLACK STAND)

SHOOTING GALLERY . . . ~~63.67~~ 66.85

SIGHT-SEEING AUTOMOBILES OR VEHICLES (See AUTOMOBILES)

SKATING RINKS

Ice skating . . . ~~286.48~~ 300.80

Roller skating . . . ~~286.48~~ 300.80

SOUVENIR AND CANDY PEDDLERS (See PEDDLERS)

STAMP COMPANIES, TRADING

Persons conducting a trading stamp business . . . ~~454.76~~ 477.50

STOCKS, BONDS, MORTGAGES, OR OTHER SECURITIES

Dealers in. Alone or in connection with any other business . . . ~~191.01~~ 200.56

STORAGE WAREHOUSES

Alone or in connection with any other business with floor space (regardless of whether used for storage or not) as follows:

Not exceeding 5,000 square feet . . . ~~63.67~~ 66.85

More than 5,000, not exceeding 10,000 square feet . . . ~~127.34~~ 133.71

More than 10,000, not exceeding 15,000 square feet . . . ~~191.01~~ 200.56

More than 15,000, not exceeding 25,000 square feet . . . ~~191.01~~ 200.56

More than 25,000, not exceeding 50,000 square feet . . . ~~286.38~~ 300.70

More than 50,000 square feet . . . ~~382.02~~ 401.12

STOREROOM SHOW OR MUSEUM (See MUSEUM OR STOREROOM SHOW)

SUPPLY HOUSES (Any person dealing in or handling any special or select lines of

merchandise, such as barber shop supplies, beauty parlor supplies, dental supplies, medical or hospital supplies, or any other supplies not herein specified.)

Having capital invested as follows:

Not exceeding \$10,000.00 . . . ~~427.34~~ 133.71
More than \$10,000.00, not exceeding \$25,000.00 . . . ~~191.04~~ 200.56
More than \$25,000.00, not exceeding \$50,000.00 . . . ~~191.04~~ 200.56
More than \$50,000.00, not exceeding \$100,000.00 . . . ~~382.02~~ 401.12
More than \$100,000.00 . . . ~~477.50~~ 501.38

SWIMMING POOLS OR NATATORIUMS

Swimming pools, operated for profit, alone or in connection with any other business, but not including cabanas . . . ~~63.67~~ 66.85

Cabanas, operated for profit, in connection with swimming pools, per cabana . . . ~~4.63~~ 4.86

TAILOR

Tailor and alterations . . . ~~25.47~~ 26.74

TAXIDERMIST

(Does not permit stock, for which merchants' license is required.)

Each taxidermist . . . ~~25.47~~ 26.74

TELEGRAPH COMPANIES . . . ~~318.35~~ 334.27

TELEPHONE ANSWERING SERVICE . . . ~~63.67~~ 66.85

TELEPHONE COMPANIES . . . ~~318.35~~ 334.27

THEATERS (Per seat, with a minimum of 100) . . . ~~0.42~~ 0.44

Moving or motion pictures:

Per seat, with a minimum of 100 . . . ~~0.42~~ 0.44

Drive-ins with a minimum of 100:

Per vehicle speaker . . . ~~0.42~~ 0.44

Ticket broker. (Defined as any person who purchases tickets and sells them at prices greater than cost);

Each agent . . . ~~191.04~~ 200.56

THEATRICAL OR DRAMATIC TROUPES OR COMPANIES, SINGERS OR ENTERTAINERS, FOR PROFIT

Where performance is not given in local licensed theater, each performance . . . ~~57.89~~ 60.78

TICKET BROKER (Theater, See THEATERS, Ticket broker)

TOBACCO AND CIGARS

Retail dealers. (Alone or in connection with any other business, except drugstores). Carrying stock as follows:

Not more than \$100.00 . . . ~~42.74~~ 13.38

More than \$100.00, not more than \$250.00 . . . ~~25.47~~ 26.74

More than \$250.00, not more than \$500.00 . . . ~~63.67~~ 66.85

More than \$500.00 . . . ~~427.34~~ 133.71

TRADING STAMP COMPANIES

Persons conducting . . . ~~477.50~~ 501.38

TRAILER, AUTOMOBILE (See AUTOMOBILES)

TRANSFER AND FREIGHT FORWARDING COMPANIES

Each established place of business . . . ~~427.34~~ 133.71

Freight forwarding, transportation, or general hauling; each vehicle as follows:

Not exceeding one vehicle . . . ~~25.47~~ 26.74

More than one, not exceeding three vehicles. . . ~~50.94~~ 53.49

More than three, not exceeding five vehicles . . . ~~76.41~~ 80.23

More than five, not exceeding ten vehicles . . . ~~121.28~~ 127.34

More than ten . . . ~~191.04~~ 200.56

Provided that no such vehicle shall be used unless a decal furnished by the City without additional cost be displayed on the right side of each vehicle engaged in the above business.

TRAVEL BUREAUS OR AGENCIES

Conducting, operating, or maintaining . . . ~~63.67~~ 66.85

TREE TRIMMERS . . . ~~63.67~~ 66.85

Before any person, firm, or corporation shall operate, conduct, or maintain tree-trimming services in the City, the person, firm, or corporation shall procure and file with the City Clerk a liability insurance policy insuring the person, firm, or corporation doing the tree-trimming and the City, against injury caused or occasioned by this activity in the sum of \$10,000.00 for injury to one person, \$20,000.00 for injury to more than one person in the same accident, and \$5,000.00 property damage in any one accident. The person, firm, or corporation operating, conducting, or maintaining the tree-trimming service shall be responsible for the removal and disposal of all bushes, cuttings, and limbs and other material occasioned by their activity.

TRUCKS, MOTOR (Dealer in, see AUTOMOBILES, Sales)

TYPEWRITERS, NEW OR REBUILT (See BUSINESS MACHINES)

UNDERTAKERS AND FUNERAL DIRECTORS (See FUNERAL DIRECTORS AND UNDERTAKERS)

VARIETY OR FIVE-AND TEN-CENT STORES (See DEPARTMENT AND GROCERY STORES)

VEGETABLES, FRUITS, OR PRODUCE (See COMMISSION MERCHANTS OR WHOLESALE DEALERS; PEDDLERS; PACKERS OR SHIPPERS)

VENDING MACHINES (See COIN-OPERATED MACHINES)

WAREHOUSES, STORAGE (See STORAGE WAREHOUSES)

WATER

Bottled, aerated, distilled or mineral, drinking, distributors. Employing delivery as follows:

Not exceeding two vehicles . . . ~~63.67~~ 66.85

More than two, not exceeding four vehicles . . . ~~127.34~~ 133.71

More than four vehicles . . . ~~191.01~~ 200.56

WATERWORKS COMPANIES. Person operating companies engaged in furnishing and distributing drinking or other water through underground supply pipe systems. Each company . . . ~~477.50~~ 501.38

WEAPONS

Must be state approved. (including ammunitions and pistols, guns, knives, rifles, and similar weapons.) Retail sales . . . ~~238.75~~ 250.69

WHOLESALE MERCHANTS AND JOBBERS (Require merchants' license, see MERCHANTS, Wholesale, Jobbers and Distributors)

YACHT BROKERS (Require broker's license, see BROKERS)

OTHER LICENSES

Every business, occupation, profession, or exhibition, substantial, fixed, or temporary, engaged in by any person whether in a building, or tent, or upon the street, vacant lot, or anywhere in the open air in the City not herein specifically designated, shall pay a license fee Business Tax of ~~63.67~~ 66.85

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

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

(THIS SPACE INTENTIONALLY LEFT BLANK)

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida this 12th day of August, 2013.

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

Vice Mayor Windrem	"aye"
Councilman Bain	"no"
Councilman Lob	"aye"
Councilman Petralanda	"aye"
Mayor Garcia	"no"

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
"Acting" City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire
City Attorney

First reading: 08-12-2013
Second reading: 08-26-2013

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

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MERCEDES ZALDIVAR, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF MIAMI SPRINGS
PUBLIC HEARING - AUGUST 26, 2013

in the XXXX Court,
was published in said newspaper in the issues of

08/15/2013

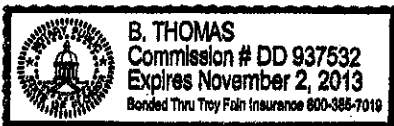
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

15 day of AUGUST, A.D. 2013

(SEAL)

MERCEDES ZALDIVAR personally known to me



PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, August 26, 2013, at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida regarding the following proposed ordinance:

ORDINANCE NO. 1056-2013 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 119-04 BUSINESS TAXES SCHEDULE OF FEES, BY PROVIDING A FIVE (5%) PERCENT INCREASE IN THE COST OF ALL CITY BUSINESS TAXES, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, EFFECTIVE DATE

Anyone wishing to offer verbal or written comment regarding the proposed ordinance may do so at the public hearing. A copy of the proposed ordinance is posted for public review on the bulletin board located next to the elevator on the first floor at City Hall.

Suzanne S. Hlaffer, CMC, Acting City Clerk

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose may need to ensure there is a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made (F.S. § 218.0105).

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166, Telephone: 305-805-6006, no later than seven days prior to the proceeding.

8/15

1313-938/2136096M

\$86.89

8-26-2013



CITY OF MIAMI SPRINGS
Recreation Department
1401 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5075
Fax: (305) 805-5077

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ron Gorland, City Manager

FROM: Omar Luna, Recreation and Golf Director

DATE: August 2, 2013

SUBJECT: Recommendation that the City renews its management contract with Little Smart Arts, LLC., to utilize the Multi-Purpose room on the third floor of the Community Center on Tuesday afternoons from 4:00pm to 6:30pm for the operation of the Little Smart Arts Program.

The Little Smart Arts Program has become a very popular program at the Community Center and it provides our residents with an opportunity to register their children in Fine Art Lessons. The participants will learn the Basic Elements of Art, Drawing, Painting and 3-D Art.

Basic Elements of Art: Line, Shape, color, texture, and form are explored. Students will be introduced to a variety of media tools which will motivate new creativity work. Through children's literature and visual examples we will study Master, contemporary and local artists helping to define and develop similar art techniques.

Drawing: Drawing will be a main focus as students use their observation and imagination to create works of art.

Painting: As an introduction to painting: students will be exposed to techniques and materials, including water color paints, acrylic paints and fun paints that glitter and shine.

3-D Art: Clay, wire and other sculptures. Students will use a clay-like substance, wire and other exciting materials to create projects that are "NOT FLAT".

Each Lesson is 45 minutes and they are held once a week. The lessons are offered in 4 quarterly sessions per year and each quarter includes 8 lessons.

Little Smart Arts, LLC, agrees to pay the City a quarterly use fee equal to Twenty (\$20.00) Dollars for each participant during each of the four (4) eight (8) week sessions (maximum of 15 participants per session). Payments shall be due to the City on October 1, 2013, January 1, 2014, April 1, 2014, and July 1, 2014.

Jennifer Buonassi and her staff do an excellent job of providing our Community with a professional program. They also have a great working relationship with the Recreation Department. It is recommended that we continue to work together with Little Smart Arts, LLC. by approving the attached agreement.

FACILITY AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2013 by and between the CITY OF MIAMI SPRINGS, a Florida Municipal Corporation, hereinafter referred to as "City", and LITTLE SMART ARTS, LLC., a Florida Limited Liability Company, hereinafter referred to as "Arts";

WITNESSETH:

WHEREAS, "Arts" has approached the City to solicit authorization to utilize a portion of the Community Center to conduct a visual fine arts enrichment program (education-based lessons in drawing, painting, sculpture, etc.); and,

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

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

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

USE OF PREMISES

The City of Miami Springs hereby grants to "Arts" the right to utilize the multi-purpose room on the third floor of the Community Center on Tuesday afternoons from 4:00 P.M. to 6:30 P.M. for the operation of a program known as "Arts", upon the terms and conditions set forth herein. Notwithstanding the foregoing, the City reserves the right to utilize the areas being provided to "Arts" upon reasonable advance notice for City related or sponsored activities, so long as a suitable alternate facility location is provided.

PAYMENTS FOR USAGE

"Arts" agrees to pay the City a quarterly use fee equal to Twenty (\$20.00) Dollars for each participant during each of the four (4) eight (8) week sessions (maximum of 15 participants per session). Payments shall be due to the City on October 1, 2013, January 1, 2014, April 1, 2014, and July 1, 2014.

MAINTENANCE OF PREMISES

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

ACCEPTANCE OF AGREEMENT

"Arts" hereby accepts this agreement granted by the City for the use of multi-purpose room on the third floor of the Community Center for the operation of an "Arts" program upon the terms and conditions set forth herein.

TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year beginning on October 1, 2013 and continue through September 30, 2014.

RENEWAL OF AGREEMENT

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

TERMINATION OF AGREEMENT

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

INSURANCE

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

HOLD HARMLESS AND INDEMNIFICATION

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

PROHIBITED ACTIVITIES

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

COMPLIANCE WITH CITY SAFETY RULES, REGULATIONS AND PROCEDURES

"Arts" agrees to abide by all City safety rules, regulations and procedures during its use of the City's facilities. In addition, all personnel in any manner involved with the operation and activities of "Arts" must successfully comply with the City's background investigation and fingerprinting policy and procedures.

NONDISCRIMINATION

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

ASSIGNMENT

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

ATTORNEY FEES AND COSTS

If either party to this Agreement initiates litigation to enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party in any such litigation, and any appeals 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 reasonable attorney's fee as fixed by the court.

NOTICES

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

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

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

NOTICES TO BE GIVEN TO Little Smart Arts, LLC SHALL BE ADDRESSED AS FOLLOWS:

Little Smart Arts, LLC
Attention: Jennifer Buonassi
P.O. Box 661685
Miami Springs, Fla. 33266

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

LITTLE SMART ARTS, LLC.
A Florida Limited Liability Company

WITNESSES:

Print Name: _____

Print Name: _____

By: _____
JENNIFER BUONASSI
Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by JENNIFER BUONASSI, LLC Manager of Little Smart Arts, LLC. She is personally known to me or has produced _____ as identification, and did take an oath.

Notary Public, State of Florida

COMMISSION:

WITNESSES:

Print Name: _____

Print Name: _____

CITY OF MIAMI SPRINGS
A Florida Municipal Corporation

By: _____
RONALD K. GORLAND,
City Manager

ATTEST: _____
MAGALI VALLS, CMC
City Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by RONALD K. GORLAND, City Manager and MAGALI VALLS, City Clerk of the City of Miami Springs, Florida. They are personally known to me or have produced _____ as identification, and did take an oath.

Notary Public, State of Florida

COMMISSION:



CITY OF MIAMI SPRINGS
OFFICE OF THE CITY CLERK
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5006
Fax: 305.805.5028

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Suzanne S. Hitaffer, Acting City Clerk *S. Hitaffer*
DATE: August 20, 2013
SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

<u>APPOINTMENT COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>NEW TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<u>Board of Adjustment/Zoning and Planning Board</u>				
Mayor Xavier Garcia	Francisco Fernández	04-30-2015	10-14-1991	11-28-2011
Councilman Bain – Group 2	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilman Lob – Group 3	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
<u>Architectural Review Board</u>				
Councilman Bain – Group 2	Joe Valencia	10-31-2014	02-27-2012	02-27-2012
<u>Civil Service Board</u>				
Vice Mayor Windrem – Group 1	Rob Youngs	06-30-2015	01-11-2010	01-11-2010
Councilman Bain – Group 2	Carrie Figueredo	06-30-2015	08-24-2009	08-24-2009
<u>Code Review Board</u>				
Mayor Xavier Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
Councilman Lob – Group 3	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Councilman Petralanda–Group 4	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
<u>Disability Advisory Board</u>				
Mayor Xavier Garcia	Charlene Anderson*	12-31-2013	VACANT	VACANT
Councilman Bain – Group 2	Peter Newman*	12-31-2013	VACANT	VACANT
<u>Ecology Board</u>				
Vice Mayor Windrem – Group 1	Martin Crossland*	04-30-2015	VACANT	VACANT
Councilman Lob – Group 3	Dr. Mara Zapata*	04-30-2016	VACANT	VACANT

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Education Advisory Board</u>				
Mayor Xavier Garcia	Caridad Hidalgo	05-31-2015	01-28-2013	01-28-2013
Vice Mayor Windrem – Group 1	Michael G. Hunter	05-31-2015	05-14-2012	05-14-2012
Councilman Bain – Group 2	Dr. Mara Zapata	05-31-2015	06-13-2011	06-13-2011
Councilman Lob – Group 3	Dr. John Salomon	05-31-2015	12-14-2009	06-13-2011
<u>Golf and Country Club Advisory Board</u>				
Mayor Xavier Garcia	Michael Domínguez	07-31-2013	04-12-2010	09-26-2011
Vice Mayor Windrem – Group 1	Mark Safreed	07-31-2013	08-08-2005	06-27-2011
Councilman Bain – Group 2	George Heider	07-31-2013	08-13-2001	06-27-2011
Councilman Lob – Group 3	Ken Amendola	07-31-2013	10-10-2011	10-10-2011
Councilman Petralanda-Group 4	Art Rabade	07-31-2013	03-11-2013	03-11-2013
<u>Historic Preservation Board</u>				
Mayor Xavier Garcia	Sydney Garton**	01-31-2016	11-08-1993	02-08-2010
Councilman Petralanda-Group 4	Jo Ellen Phillips***	01-31-2016	02-14-2013	02-14-2013
<u>Recreation Commission</u>				
Mayor Xavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
<u>Revitalization & Redevelopment Ad-Hoc Committee</u>				
Vice Mayor Windrem – Group 1	Arturo Rábade*	N/A	VACANT	VACANT
Councilman Petralanda-Group 4	Todd Stiff*	N/A	VACANT	VACANT

* 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.
 Martin Crossland resigned on January 9, 2013.
 Todd Stiff resigned from the Revitalization & Redevelopment Ad-Hoc Committee to become the alternate member of the Board of Adjustment/Zoning & Planning Board
 Arturo Rábade was removed by Councilman Best on January 28, 2013.

** 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.....”

*** Three absences

cc: City Manager
 Assistant City Manager/Finance Director
 City Attorney
 Affected Board Members






Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5018

Agenda Item No.

City Council Meeting of:

8-26-2013 

Tammy Romero
Professional Services Supervisor

TO: Ron Gorland, City Manager 
VIA: William Alonso, Assistant City Manager/Finance Director 
FROM: Tammy Romero, Professional Services Supervisor 
SUBJECT: **Rescinding of prior Golf Cart lease approval**
Date: August 13th, 2013

At the request of the Paul O'Dell, the Golf Course Director, Club Car, E-Z-Go, and Yamaha were requested to provide quotes for 75 gas powered golf carts. On June 6th, 2013 a memo to Council was prepared by Paul O'Dell, which contained the supporting documents provided by each of the respondents.

Per the memo (**Attachment A**), a recommendation was made to waive the competitive bid process due to the condition of the existing golf cart fleet and approve an award to Club Car. Council approved an award on June 24th.

However, on July 16th, Yamaha protested the award via email submittal (**Attachment B**). Mr. Dee (District Manager of Yamaha) stated that the award was not valid because the carts selected were not consistent with the model, which he quoted and, therefore, the quotes were not compatible to one another.

After further review, staff concurred that the models quoted, were not comparable, and we immediately notified Club Car, E-Z-Go and Yamaha. An email (**Attachment C**) was sent on July 30th, to each vendor regarding the City administrations intent to request the City Council to rescind the prior award and to request re-quotes for new carts.

On July 30th, each of the three vendors was afforded the opportunity to re-quote (**Attachment D**) and respond no later than August 12th (Refer to Amendment 1). This Request for Quotes requested Standard Gas Cart models with all the options along with early lease and damage cart payouts.

Since the City has asked for re-quotes, we ask that Council rescind the prior approval for the Club Car lease. A new recommendation will follow.

Club Car has stated that they will not protest the decision to rescind the prior approval for the golf cart lease (**Attachment E**).



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

Agenda Item No.

City Council Meeting of:

6-10-2013

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager *RGM*
FROM: Paul O'Dell, Golf and Country Club Director
DATE: June 7, 2013

RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve a lease agreement with Club Car's affiliated financing source, Ingersoll-Rand Financial Services (IRFS), in the amount of \$256,050.00, for seventy-five (75) 2014 gasoline powered carts, for a 5 year term, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

As part of improving the golf course facility we have negotiated a new lease/purchase agreement with Club Car for 75 gasoline carts.

Despite the fact that this transaction exceeds the threshold amount for city purchasing by bid or RFP, it is believed that the City has secured three (3) representative quotes for the replacement of the city's golf carts (See attachments A, A1, A2 and A3). In addition, it is believed, to wit:

- Gas carts vs. battery operated (Gas carts have a longer life cycle)
- Cost reduced by \$7.60 per cart from our current lease agreement for an estimate savings for the 5 year term of \$34,200.00
- Several existing carts are damaged and/or totaled – Club Car has agreed to paying a damage cart allowance of \$4,100.00 to help offset the costs for some of the damages (See attachment "C")
- Carts will be in place by October for our busy season

Our current contract with Yamaha for leased golf carts is due to expire in February 2014. However, due to the condition of our existing carts we have negotiated a new lease/purchase agreement with Club Car to begin October 1st, 2013. (See attachment "B").

COST: \$ 256,050.00 (\$56.90 X 75 carts= \$4,267.50 monthly x 60 months)

FUNDING:

Budgeted in:
Department/ Description: Golf Pro Shop/ Rental & Leases
Account Number: 001-5707-572-44-00

PROFESSIONAL SERVICES APPROVAL: _____

Accessories	Yamaha	E-Z Go	Club Car
Canopy Top	Yes	Yes	Yes
Wheelcovers	Yes	Yes	Yes
Sweater Basket	Yes	No	Yes
Gas Engine	Yes	Yes	Yes
Premuim Tread Tires	Yes	Yes	Yes
Miami Springs Logo	Yes	Yes	Yes
Bag Cover	Yes	Yes	Yes
Number Decals	Yes	Yes	Yes
Fold Down Windshield	No	Yes	Yes
Information Holder	Yes	Yes	Yes
Deluxe on Board Tow System	No	Yes	Yes
Sand Buckets (2) per cart	Yes	Yes	Yes
Gas Tank ! Size	6.3 Gal	5.2 Gal	6.7 Gal
Monthly Rate 60 months	\$ 57.50	\$61.28	\$56.90
Ballon Payment at end of lease	No	Yes	No
New Lease Start Date	10/1/2013	10/1/2013	11/1/2013
Damage Cart Allowance	All	\$4,043.75	\$4100,00
Color Selection	Two Colors	Two Colors	Four Colors

Miami Springs Golf & Country Club

MONI RATE 3.1%

June 4, 2013

7 CARS.

LEASE/PURCHASE PROPOSAL

Club Car's affiliated financing source, Ingersoll-Rand Financial Services (IRFS), proposes to lease to Miami Springs Golf & Country Club seventy five (75) new 2014 Club Car Precedent I2 Model Gasoline Golf Cars equipped as stated on the Proposed Equipment page. The lease rates are based on the first payment being made thirty days after delivery of the equipment and are subject to IRFS's normal credit approval.

LEVEL PAYMENT

Twelve monthly payments per year

48 Month Term / \$65.10 per car per month

60 Month Term / \$56.90 per car per month

Balloon Note Due at End of Lease Term – 48 Month / \$1600 per car
60 Month / \$1400 per car

Document stamps, filing fees, or any other costs associated with the documents are the responsibility of the club and are due upon delivery of the cars.

The above quoted rates are valid for acceptance within thirty days.

Miami Springs Golf & Country Club

By: _____

Title: _____

Date: _____

Club Car, Inc.

By: David Kelly

Title: Territory Manager

Date: 6-4-13

60 Month Municipal Lease Option – EFI Fleet Cars (Color: Glacier White)

All equipment leased through an agreement with Yamaha Golf-Car Company is done by our sister division, *Yamaha Commercial Customer Finance*. Yamaha is proud to offer the only in house financing in the golf car industry and is able to custom fit a lease to your specific needs.

Yamaha Lease: 60 month payment lease with Twelve (12) monthly payments on cars as specified above in equipment page at \$57.50 per car per month with payments as follows: Payments include Seventy-five (75) white 2014 Yamaha Drive EFI gas golf cars.

Number of cars =	75	Per car per year =	\$57.50	Total annual payment =	\$4,312.50
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	2013	2014	2015	2016	2017	2018
January		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
February		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
March		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
April		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
May		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
June		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
July		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
August		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
September		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
October	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	
November	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	
December	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	
Total	\$12,937.50	\$51,750.00	\$51,750.00	\$51,750.00	\$51,750.00	\$38,812.50

The above quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company, additional documentation to follow. This quotation is valid for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Additional Benefits

Upon entering into the last year of the lease with Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will allow the Lessee the option of rolling into a new lease of new Yamaha golf cars. The new lease agreement must be with Commercial Customer Finance and will be subject to their credit approval. The new lease payment will be based upon the current pricing and rates at that time.

If the proposal is acceptable under the above terms please sign and date

Accepted by: _____ Date: _____ Accepted by: Tommy Dee
 Miami Springs GC Yamaha District Manager

Accepted by: _____ Date: _____
 Yamaha Regional Manager 5-21-2013
 Date



SHOULD THE CITY WANT TO ENTER A MUNICIPAL TAX FREE LEASE

* MAINT PERFORMED BY E-Z GO.

PROPOSAL

To: Miami Springs Country Club

Date: 06-04-2013

75	TXT Gas	2014	60 mth	\$61.28 per car/mth	\$4,596.00 per month
-	Balloon Payment	-	-	\$1500.00 per car	\$112,500.00
-	-	-	-	-	-
-	-	-	-	-	-

5 yr Balloon \$1800 to \$2000.00

LEASE PROGRAM DETAILS

Payment schedule: Straight pay with balloon

Payment months: All

Delivery: September 2013

First pay: October 2013

Top	Split Windshield	Rear Bag Cover	* Permanent Tow Bars
Wheel Covers	Message Holders	Rake Holders	Divot Buckets (2 per car)
Club Logos	Number Decals	TXT Gas Parts Package	Standard Color Choice

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

-	-	-	-	-
-	-	-	-	-

PURCHASE PROGRAM DETAILS

Trade value per car: -

Total trade value: -

Trade amount used to net down lease payment or purchase price: -

Trade value returned as cash: -

OR

CURRENT LEASE CONDITIONS

*E-Z-GO will provide a rebate of \$28,250.00 for the City of Miami Springs to satisfy 5 remaining payments on the current lease with Yamaha (5X\$4841.25) and the balance of \$4043.75 to cover the cost of 2 totalled Yamaha fleet golf cars. City of Miami Springs shall be responsible for any other costs associated with the current Yamaha lease.

SPECIAL CONSIDERATIONS

Pricing based upon the City of Miami Springs entering a PNC Equipment Finance Municipal Lease. (Lease specimen attached)

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Miami Springs Country Club must enter into a new lease or purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. It is the club's responsibility to either repair damages noted or pay for these repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment.

City of Miami Springs

E-Z-GO Division of Textron Inc.

Accepted by: _____ Date: _____

Accepted by: _____ Date: _____

Tammy Romero

From: William Alonso
Sent: Tuesday, July 16, 2013 3:32 PM
To: Tammy Romero
Subject: FW: Golf Car fleet award
Attachments: Miami Springs GC YDRA Gasoline Fleet Agreement 2013.doc

From: TDee@ymmc.yamaha-motor.com [mailto:TDee@ymmc.yamaha-motor.com]
Sent: Tuesday, July 16, 2013 3:16 PM
To: gotlandr@miamisprings-fl.gov
Cc: William Alonso
Subject: Golf Car fleet award

Mr. Gorland,

This email is regarding to the recent award of your fleet golf cars to Miami Springs GC to Club Car/Ingersol Rand.

I would respectfully like to protest this award.

It was my understanding in dealing with Paul O'Dell that our proposal was on the agenda for final approval initially.

I then received word from Mr. O'Dell that the golf cars were awarded to another vendor.

This was a shock to me and took me by surprise. I did not know were taken off the agenda.

Our proposal was for our new Yamaha EFI (Electronic Fuel Injected) gasoline golf car.

I suggested to Mr. O'Dell that this vehicle would be a very good choice instead of the electric car.

We also have a standard gasoline golf car that was not proposed.

I suggested I quote both our standard gasoline and our electronic fuel injected models, but he insured me that this was not necessary.

Our standard gasoline golf car (Melreese GC has this model) is approximately \$400 less per vehicle and this model would be comparable to both the Club Car and EZGO gasoline models. They both do not offer an EFI gas car.

Our EFI model is over 30% more efficient than any other model in the industry...and can save the City a considerable amount of money over the 60 month term.

Since we never had a chance to offer our standard gas model...I have attached the proposal for your review and consideration to give Yamaha the opportunity to bid an apples to apples quote. Also, I had included in our initial proposal....the termination of our existing golf car lease (at no additional cost to city) which is up after the city makes its February 2014 payment. I also included at No Cost to the city, taking back the damaged cars and chargers that are currently located at the club, and not invoicing the city. We would have taken them back as is.....with the agreement of a new lease with Yamaha Golf Car Company.

There is significant damage to over seven (7) vehicles and this will require extensive repairs.

Should the city keep its recent agreement with Club Car....Yamaha will require that all current golf cars and chargers be in good running condition, golf cars are repaired at the expense of the city, the current lease is paid in full and there will be transportation charges to pick up the existing fleet.

We will also need to pick up the existing Beverage vehicle and another utility vehicle.

If you should decide to consider our initial proposal or the attached proposalthere would be no charges for the above and the club could keep the beverage and utility unit as well. This is how the initial proposal for EFI gas cars was structured.

I understand you are looking at an October delivery for your new cars. Is that correct?

If possible, I would like to meet with you in person to discuss any possibility we may still have to keep your business. I am available this Friday morning to meet if you schedule allows. Again, I would respectfully like to protest this award and I look forward to your response.

(See attached file: Miami Springs GC YDRA Gasoline Fleet Agreement 2013.doc)

Sincerely,

Tommy Dee - District Manager



Cell: 561.598.9518

Fax: 561.626.2505

Email: tdee@ymmc.yamaha-motor.com

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

The City of Miami Springs is on [Twitter](#) and has a website [MiamiSprings-FL.Gov](#)
Please save a tree. Don't print this e-mail unless it's really necessary.

Internal Virus Database is out of date.

Checked by AVG - www.avg.com

Version: 8.5.455 / Virus Database: 271.1.1/5970 - Release Date: 07/06/13 16:46:00

Tammy Romero

From: Tammy Romero
Sent: Tuesday, July 30, 2013 12:42 PM
To: 'tdee@ymmc.yamaha-motor.com'; 'jbaughman@textron.com'; 'david-kelly@clubcar.com'
Subject: Golf Cart Quotes
Importance: High
Attachments: Golf cart leases.doc

Good afternoon to all,

Please see attached memo regarding the retraction of the initial golf cart quotes.

Tammy Romero

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

On June 24, 2013, the City of Miami Springs City Council approved a staff recommendation to waive the competitive bid process and approve a five (5) year lease for seventy-five (75) new gasoline powered golf carts from ClubCar.

The aforesaid waiver was recommended to the City Council as a result of staff having received three (3) quotes for the proposed new golf carts.

Following the award, Yamaha advised the City that it was protesting the City's award of the lease because it was not asked to quote the actual equipment that was eventually accepted in the lease award.

As a result of the foregoing, it is the intention of the City administrating staff to request that the City Council rescind its prior approval for the Club Car lease and begin the purchase process anew to secure quotes based upon specific compatible like equipment.

Please provide a quote for the following golf cart requirements/specifications.

Responses should be forwarded to the City of Miami Springs, Finance Department, Attention: Tammy Romero, 201 Westward Drive, Miami Springs, Fl. 33166 no later than close of business day on August 5th, 2013.

- Carts must be delivered on or before September 27th, 2013
 - New lease to begin October 1st, 2013 for sixty (60) month lease
 - Provide cost per cart for a sixty (60) month lease term for Seventy-five (75) new 2014 Standard Gas golf carts to include the following:
 - On-board tow bar system (capable of towing up to 5 carts)
 - Canopy hard top
 - Wheel covers
 - Sweater basket
 - Premium tread tires
 - Miami Springs logo
 - Bag cover
 - Number decals
 - Fold down windshield
 - Information holder
 - Sand bucket (2) per cart
- \$ _____/cart
- Beverage cart
 - Utility vehicle
 - Company is responsible for all costs and expenses related to early termination of current lease agreement with Yamaha which expires in February 2014.
 - Provide information on Balloon note (if applicable) due at the end of the please term to include cost per cart.
 - Company is responsible for assessing condition of present fleet so that damaged carts are returned or bought with no out of pocket expenses to the City of Miami Springs.
 - Proposals must include the allowance for the return of the current fleet to Yamaha.
 - Are you proposing two different gas carts? Yes No
 If yes please indicate the differences between the two and include cost per cart for each in your responses (List on a separate sheet)
 - Provide a copy of the proposed service contract
 - Provide warranty information
 - List any additional options that your company offers/provides

CITY OF MIAMI SPRINGS



*Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5018*

*Tammy Romero
romerot@miamisprings-fl.gov
Professional Services Supervisor*

AMENDMENT 1 Golf Cart REQUEST FOR QUOTES

August 1, 2013

Request for Quotes for Golf Carts is amended as follows:

This addendum is issued to clarify the previously issued Request for Quote documents and is hereby made a part of the contract documents. All requirements of the documents not modified herein shall remain in full force and effect as originally set forth.

The request for quotes emailed 7/30/2013 required that all responses should be forwarded to the City of Miami Springs, Finance Department, Attention: Tammy Romero, 201 Westward Drive, Miami Springs, Fl. 33166 no later than close of business day on August 5th, 2013.

The City of Miami Springs has extended the date for all responses to no later than close of business day on August 12th, 2013.

All questions and answers will be responded to by Amendment on August 5th, 2013

William Alonso

From: Paul O'Dell
Sent: Tuesday, August 13, 2013 2:17 PM
To: Ron Gorland; William Alonso; Jan Seiden
Subject: Club Car

I have spoken to David Kelly at Club Car and as I expected he was disappointed but understood our situation, I don't believe we picked the best product and without a doubt we will not get serviced anywhere close to what you get from Club Car which does turn into dollars, Club Car comes every two weeks and Yamaha comes once a month maybe I so what is really the lowest bid ? it's like the old commercial you can pay me now or you can pay me later Yamaha has us by the throat with this fleet.

Club car being the class act that they are has accepted the outcome with grace.

Paul



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Please save a tree. Don't print this e-mail unless it's really necessary.

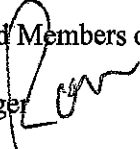



CITY OF MIAMI SPRINGS
 Golf & Country Club
 650 Curtiss Parkway
 Miami Springs, FL 33166-5259
 Phone: (305) 805-5180
 Fax: (305) 805-5192

Agenda Item No.

City Council Meeting of:

8-26-2013

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager 
FROM: Paul O'Dell, Golf and Country Club Director / 
DATE: August 19, 2013

RECOMMENDATION:

Recommendation that Council waive the competitive bid process (although 3 quotes were secured from golf course vendors) and approve a lease agreement with Yamaha Commercial Customer Finance, in the amount of \$252,975.00, for seventy-five (75) 2014 gasoline powered carts at \$54.75 per cart, and 1 Concierge 4 Passenger Transportation Vehicle at \$110.00, for a 5 year term, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

Our current contract with Yamaha for leased golf carts is due to expire in February 2014. However, due to the condition of our existing carts we requested Quotes for a new lease/purchase agreement. (**Attachment A**) to begin October 1st, 2013.

As a result of the Request for Quotes (**Attachments B**), submitted on August 12th, Yamaha was the lowest quote of \$54.75 per cart (refer to RFQ tabulation- **Attachment C**). Additionally, Yamaha has proposed the following:

- Option of using existing Beverage and Utility vehicle at no cost or leasing brand new vehicles: Beverage Cart for \$182.00 and Utility Vehicle for \$84.00
- Terminating the current lease agreement as of Sept. 15, 2013 at no further cost to the city.
- Picking up all currently leased golf carts at no cost to the City.
- To accept all golf carts and chargers, whether damaged or not, at no cost to the city.
- Deliver on or before Oct. 1st the new fleet to be in place for our busy season

The new quote has a reduced savings of \$9.80 per cart from our current lease agreement with Yamaha for an estimate savings of \$44,100.00 for the 5 year term. Additional potential savings are:

- Only 30 of the 75 carts are in operational order. The remaining lease on these carts would be \$9,682.50. In most cases the cost for repairs is very high so by terminating the lease early we are not paying for carts not in use.
- There are several carts that require battery replacement as well. Each cart requires 6 batteries. The cost of each battery is approx. \$80.00 so the cost to replace all 6 batteries per cart is \$480.00. These are additional potential savings for the City.

COST:

Golf Carts: \$54.75 X 75 carts=	\$4,106.25 monthly x 60 months =	\$246,375.00
Passenger Transportation Vehicle: \$110.00 monthly x 60 months =		\$ 6,600.00
		\$252,975.00

FUNDING: Budgeted in:
 Department/ Description: Golf Pro Shop/ Rental & Leases
 Account Number: 001-5707-572-44-00

PROFESSIONAL SERVICES APPROVAL: 

Please provide a quote for the following golf cart requirements/specifications.

Responses should be forwarded to the City of Miami Springs, Finance Department, Attention: Tammy Romero, 201 Westward Drive, Miami Springs, Fl. 33166 no later than close of business day on August 5th, 2013.

- Carts must be delivered on or before September 27th, 2013
 - New lease to begin October 1st, 2013 for sixty (60) month lease
 - Provide cost per cart for a sixty (60) month lease term for Seventy-five (75) new 2014 Standard Gas golf carts to include the following:
 - On-board tow bar system (capable of towing up to 5 carts)
 - Canopy hard top
 - Wheel covers
 - Sweater basket
 - Premium tread tires
 - Miami Springs logo
 - Bag cover
 - Number decals
 - Fold down windshield
 - Information holder
 - Sand bucket (2) per cart
- \$ _____/cart
-
- Beverage cart
 - Utility vehicle
 - Company is responsible for all costs and expenses related to early termination of current lease agreement with Yamaha which expires in February 2014.
 - Provide information on Balloon note (if applicable) due at the end of the lease term to include cost per cart.
 - Company is responsible for assessing condition of present fleet so that damaged carts are returned or bought with no out of pocket expenses to the City of Miami Springs.
 - Proposals must include the allowance for the return of the current fleet to Yamaha.
 - Are you proposing two different gas carts? Yes No
 If yes please indicate the differences between the two and include cost per cart for each in your responses (List on a separate sheet)
 - Provide a copy of the proposed service contract
 - Provide warranty information
 - List any additional options that your company offers/provides

\$ _____

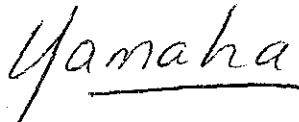
\$ _____

\$ _____

\$ _____

\$ _____

\$ _____



Please provide a quote for the following golf cart requirements/specifications.

Responses should be forwarded to the City of Miami Springs, Finance Department, Attention: Tammy Romero, 201 Westward Drive, Miami Springs, FL 33166 no later than close of business day on August 5th, 2013.

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 - On-board tow bar system (capable of towing up to 5 carts)
 - Canopy hard top
 - Wheel covers
 - Sweater basket
 - Premium tread tires
 - Miami Springs logo
 - Bag cover
 - Number decals
 - Fold down windshield
 - Information holder
 - Sand bucket (2) per cart

\$ 54.75 /cart

- Beverage cart * see option below + attached proposal
- Utility vehicle * see option below + attached proposal
- Company is responsible for all costs and expenses related to early termination of current lease agreement with Yamaha which expires in February 2014.
- Provide information on Balloon note (if applicable) due at the end of the lease term to include cost per cart.
- Company is responsible for assessing condition of present fleet so that damaged carts are returned or bought with no out of pocket expenses to the City of Miami Springs.
- Proposals must include the allowance for the return of the current fleet to Yamaha.
- Are you proposing two different gas carts? Yes No
If yes please indicate the differences between the two and include cost per cart for each in your responses (List on a separate sheet)
- Provide a copy of the proposed service contract
- Provide warranty information
- List any additional options that your company offers/provides

*\$ 182.00 P/M
 *\$ 84.00 P/M
 NO COST
 \$ INCLUDED IN LEASE
 NO BALLOON
 \$ REQUIRED
 \$ INCLUDED
 \$ INCLUDED

- 1) *OPTIONAL BALLOON NOTE LEASE: \$1,600.00 per car on Fleet cars
- 2) *CURRENT BEVERAGE CAR + UTILITY CAR ON SITE IS INCLUDED IN LEASE QUOTED. (USED)
- 3) Optional Balloon note on Utility vehicles:
 - A) Beverage unit - \$2,500.00 per car
 - B) Adventurer I Utility: - \$1,250.00 per car



1000 GA Highway 34 East • Newnan, Georgia • 30265-1320

Telephone: 866-747-4027 • Fax: 770-254-4158

New Fleet Car Agreement Prepared For: Miami Springs Golf Course

Miami Springs, Florida

August 18, 2013

To: The City of Miami Springs

I really wanted to thank you for the opportunity to submit this proposal for new *Yamaha* golf cars at your facility. Our desire is to not only provide you with the best product and service in the industry, but to also form a lasting business partnership for many years to come.

This proposal should include everything you requested, but if you would like to change or customize a few things to better fit your needs please give me a call.

Included is a sixty (60) month Yamaha lease on 75 new Yamaha standard gasoline golf cars. These cars will be delivered in the month of September 2013. The club will make their current 9/15/13 lease payment on the existing fleet cars and the new lease will begin with a 10/1/13 payment on the new sixty (60) month lease of new 2014 fleet golf cars.

Please note the following conditions included with the acceptance of a new Yamaha Lease on seventy-five new 2104 Yamaha gasoline golf cars. See attached proposal.

- 1) Yamaha will pick up the existing lease golf cars at no cost to the City. Yamaha will waive all costs to damaged cars or cars that were in need of repair prior to the 8/12/13 Bid deadline. Units that were damaged or in need of repair after the 8/12/13 deadline, will be the responsibility of the city.
- 2) Yamaha will provide the use of current beverage unit and utility vehicle, currently on site....at no additional cost to the city. The City has the option of keeping the use of these vehicles or selecting new vehicles provided in the attached proposal.
- 3) Yamaha will offer an option of getting a new Deluxe Beverage vehicle and a new Adventurer 1 utility vehicle, with the delivery of a new golf car fleet. See attached Lease proposal on units.
- 4) Yamaha will offer the City an Optional 60 month lease with Balloon Note. See attached proposal.
- 5) Yamaha will provide monthly service visits to the club at no additional cost.
- 6) No additional Service Agreement is required. Should the city elect to have a full service agreement on the fleet cars, Yamaha can provide one to the city at their request.

- 7) Upon agreement of this new lease proposal, Yamaha will terminate existing Lease agreement with the City after the September 15, 2013 payment has been received, and install 75 new golf cars, as stated in proposal, on a new Yamaha sixty (60) month Municipal lease.

I know that both *Yamaha Golf-Car Company* and I can exceed your expectations, and once again I appreciate your time and consideration.

Sincerely,

Tommy Dee

Tommy Dee
District Manager – East Florida
Yamaha Golf-Car Company
561.598.9518 - Cell
561.626.2505 - Fax



Proposal Expressly Prepared For Miami Springs Golf Course

August 18, 2014

Seventy (75) 2014 Yamaha *Gasoline* "Drive" golf cars equipped with a 357 CC engine that is Yamaha built, low-emission, 11.4 HP, and single cylinder with splash style positive oil lubrication system. Yamaha is the only golf car manufacturer that makes their own engine and it is the only engine in the industry that was designed specifically for golf course use, thus making it the most fuel efficient engine available; and is 30 to 34%% better than the competition. Yamaha is proud of our industry first EnduraDrive transaxle that is essentially maintenance free and eliminates the need for brake drums and shoes. The cars also feature an automotive, ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame, that is protected by an 18 step paint process, with a polypropylene structural floor that is 2.5 times stronger than our previous model yet is also 20% lighter. Not only built for durability, but also comfort, the Drive features the largest and most comfortable contoured seat, the largest sweater basket, largest bag well and the largest canopy top in the industry. With the largest area of entry and egress, an automotive style dash, and a fully independent Tru-Trak II front suspension the Drive is designed to meet all of your customer's needs.

Standard Features Included

Sweater Basket	ClimaGuard Top with Dual Rain Gutters
Sentry Wraparound Protection System	Energy absorbing 5 MPH bumpers
Thermoplastic Olefin Body	Maintenance free Rack and Pinion Steering
Perma-lubed, sealed ball bearings	Self-adjusting Internal Braking System
Coil Springs Over Hydraulic Shock Absorbers	6.3 Gallon Gas Tank
Maintenance Free Internal Transaxle Disc Brake	Four (4) Cup Drink Holder

Optional Equipment Included

Sand Bucket - 2 per car	Color: Glacier White
Fleet Numbers (2 per car)	Club Logo (1 per car)
Hubcaps	Rear Bag Cover
Information Holder	On-Board Tow System
Fold Down Windshield	

60 Month Municipal Lease Option – Drive Gasoline Golf Car (Color: Glacier White)

All equipment leased through an agreement with Yamaha Golf-Car Company is done by our sister division, *Yamaha Commercial Customer Finance*. Yamaha is proud to offer the only in house financing in the golf car industry and is able to custom fit a lease to your specific needs.

Yamaha Lease: 60 month payment lease with Twelve (12) monthly payments on cars as specified above in equipment page at \$54.75 per car per month with payments as follows: Payments include Seventy-five (75) white 2014 Yamaha Drive gasoline golf cars.

Number of cars =	75	Per car per year =	\$54.75	Total annual payment =	\$4,106.25	
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	2013	2014	2015	2016	2017	2018
January		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
February		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
March		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
April		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
May		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
June		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
July		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
August		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
September		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
October	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	
November	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	
December	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	
Total	\$12,318.75	\$49,275.00	\$49,275.00	\$49,275.00	\$49,275.00	\$36,956.25

The above quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company, additional documentation to follow. This quotation is valid for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Additional Benefits

Upon entering into the last year of the lease with Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will allow the Lessee the option of rolling into a new lease of new Yamaha golf cars. The new lease agreement must be with Commercial Customer Finance and will be subject to their credit approval. The new lease payment will be based upon the current pricing and rates at that time.

If the proposal is acceptable under the above terms please sign and date

Accepted by: _____ Date: _____
Miami Springs GC

Accepted by: Tommy Dee
Yamaha District Manager

Accepted by: _____ Date: _____
Yamaha Regional Manager

8-12-2013
Date





60 Month Municipal Lease Option with Balloon– Gasoline Golf Car (Color: Glacier White)

All equipment leased through an agreement with Yamaha Golf-Car Company is done by our sister division, *Yamaha Commercial Customer Finance*. Yamaha is proud to offer the only in house financing in the golf car industry and is able to custom fit a lease to your specific needs.

Yamaha Lease: 60 month payment lease with Twelve (12) monthly payments on cars as specified above in equipment page at \$54.75 per car per month with payments as follows: Payments include Seventy-five (75) white 2014 Yamaha Drive gasoline golf cars. Balloon payment after 60th lease payment is: \$120,000 for 75 cars or \$1,600.00 per car.

Number of cars =	75	Per car per year =	\$54.75	Total annual payment =	\$4,106.25
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	2013	2014	2015	2016	2017	2018
January		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
February		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
March		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
April		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
May		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
June		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
July		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
August		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
September		\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25
October	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$120,000.00
November	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	
December	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	\$4,106.25	
Total	\$12,318.75	\$49,275.00	\$49,275.00	\$49,275.00	\$49,275.00	\$36,956.25

The above quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company, additional documentation to follow. This quotation is valid for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Additional Benefits

Upon entering into the last year of the lease with Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will allow the Lessee the option of rolling into a new lease of new Yamaha golf cars. The new lease agreement must be with Commercial Customer Finance and will be subject to their credit approval. The new lease payment will be based upon the current pricing and rates at that time.

If the proposal is acceptable under the above terms please sign and date

Accepted by: _____ Date: _____
Miami Springs GC

Accepted by: Tommy Dee
Yamaha District Manager

Accepted by: _____ Date: _____
Yamaha Regional Manager

8-12-2013
Date



60 Month Municipal Lease Option – Concierge 4 Passenger with Cargo Box

All equipment leased through an agreement with Yamaha Golf-Car Company is done by our sister division, *Yamaha Commercial Customer Finance*. Yamaha is proud to offer the only in house financing in the golf car industry and is able to custom fit a lease to your specific needs.

Yamaha Lease: 60 month payment lease with Twelve (12) monthly payments on cars as specified above in equipment page at \$110.00 per car per month with payments as follows: Payments include One (1) new 2014 Yamaha gasoline Concierge 4 Passenger with rear bell captain cargo box.

Number of cars =	1	Per car per year =	\$0.00	Total annual payment =	\$1,320.00	
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	2013	2014	2015	2016	2017	2018
January		\$110	\$110	\$110	\$110	\$110
February		\$110	\$110	\$110	\$110	\$110
March		\$110	\$110	\$110	\$110	\$110
April		\$110	\$110	\$110	\$110	\$110
May		\$110	\$110	\$110	\$110	\$110
June		\$110	\$110	\$110	\$110	\$110
July		\$110	\$110	\$110	\$110	\$110
August		\$110	\$110	\$110	\$110	\$110
September		\$110	\$110	\$110	\$110	\$110
October	\$110	\$110	\$110	\$110	\$110	
November	\$110	\$110	\$110	\$110	\$110	
December	\$110	\$110	\$110	\$110	\$110	
Total	\$330.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$990.00

The above quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company, additional documentation to follow. This quotation is valid for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Additional Benefits

Upon entering into the last year of the lease with Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will allow the Lessee the option of rolling into a new lease of new Yamaha golf cars. The new lease agreement must be with Commercial Customer Finance and will be subject to their credit approval. The new lease payment will be based upon the current pricing and rates at that time.

If the proposal is acceptable under the above terms please sign and date

Accepted by: _____ Date: _____
Miami Springs GC

Accepted by: Tommy Dee
Yamaha District Manager

Accepted by: _____ Date: _____
Yamaha Regional Manager

8-12-2013
Date

Yamaha Standard Factory Warranty

Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations.

DURING THE PERIOD OF WARRANTY any authorized Yamaha golf car dealer will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

GENERAL EXCLUSIONS from this warranty shall include any failures caused by: Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions. b. Accident or collision damage. c. Installation of parts or accessories that are not original equipment. d. Fading, rust, or deterioration due to exposure or ordinary wear and tear. e. Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle. f. Damage due to improper transportation. g. Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

WARRANTY COVERAGE:

Year 1: The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.

Year 2: The second year exclusions are the YDRA battery, body parts, seats, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.

Year 3: The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.

Year 4: The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

SPECIFIC EXCLUSIONS: Specific exclusions from this warranty shall include the following:


- Any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts.
- Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty.
- Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a high parasitic current draw, unless the vehicle is equipped with an optional factory installed deep cycle starting battery.

I have read and agree to the above conditions set forth in the Warranty 

Initial

YAMAHA FOUR-YEAR LIMITED BATTERY WARRANTY

Yamaha Golf-Car Company hereby warrants to the original Retail Purchaser or Lessee or a Yamaha YDRE golf car, PTV or electric utility vehicle from an Authorized Yamaha Dealer, that the Trojan batteries charged with a Yamaha battery charger will be free for defects in material and workmanship, and will provide "36-hole performance" for a period of four-years, "1,000 rounds" or 20,000 amp hours discharged from date of purchase, whichever events occurs first, subject to the terms and conditions of the complete warranty within the warranty. A copy of the complete warranty has been included with this Proposal via email or print form.

I have read and agree to the above conditions set forth in the Warranty 

Initial

Yamaha's Factory Direct/Authorized Dealer Service

Yamaha Golf-Car Company's combination of factory direct service technicians and authorized dealers provides a level of service that is second to none. The fully equipped service trucks provide onsite repairs to help reduce down time. All visits are provided on an as needed basis by calling Yamaha's fleet service supervisor, Steve White, at 1-800-390-5545.

CITY OF MIAMI SPRINGS



*Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5018*

*Tammy Romero
romerot@miamisprings-fl.gov
Professional Services Supervisor*

AMENDMENT 1 Golf Cart REQUEST FOR QUOTES

August 1, 2013

Request for Quotes for Golf Carts is amended as follows:

This addendum is issued to clarify the previously issued Request for Quote documents and is hereby made a part of the contract documents. All requirements of the documents not modified herein shall remain in full force and effect as originally set forth.

The request for quotes emailed 7/30/2013 required that all responses should be forwarded to the City of Miami Springs, Finance Department, Attention: Tammy Romero, 201 Westward Drive, Miami Springs, Fl. 33166 no later than close of business day on August 5th, 2013.

The City of Miami Springs has extended the date for all responses to no later than close of business day on August 12th, 2013.

All questions and answers will be responded to by Amendment on August 5th, 2013

CITY OF MIAMI SPRINGS



Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5018

Tammy Romero
romerot@miamisprings-fl.gov
Professional Services Supervisor

AMENDMENT 2 Golf Cart REQUEST FOR QUOTES

August 6, 2013

Request for Quotes for Golf Carts is amended as follows:

This addendum is issued to clarify the previously issued Request for Quote documents and is hereby made a part of the contract documents. All requirements of the documents not modified herein shall remain in full force and effect as originally set forth.

The following are question(s) and answer(s) from the request for quotes emailed 7/30/2013.

- 1. Question:** "Company is responsible for all costs and expenses related to early termination of current lease agreement with Yamaha which expires in February 2014"- Can the City of Miami Springs provide the current monthly cost and how many payment months will be remaining on the lease at the time of requested delivery? Language in the RFQ response may need to have language similar to "X Company will not be responsible for any additional costs related to early termination exceeding the remaining lease payments at time of delivery such as late payments, late fees etc."
- 1. Answer:** The current monthly payment on the fleet is \$4,841.25 a month and the lease expires on 2/15/14 we have made the August payment so there is 6 remaining months and the payment is due on the 15th of the month. The proposer will only be responsible for any preexisting late fees prior to August 2013.
- 2. Question:** "Company is responsible for assessing condition of present fleet so that damaged carts are returned or bought with no out of pocket expenses to the City of Miami Springs"- Given the short turnaround time with the bid due in only 3 business days (Monday August 5th), it will not be possible to determine how much another vendor will charge the City of

Miami Springs for damages to the current fleet. This damage amount should be requested from Yamaha in the form of an inspection report and estimate of repair damages to meet equipment return standards. If this is not possible can the Vendors provide a quote with language similar to "Damages to current Yamaha fleet not to exceed \$\$\$"

2. **Answer:** No. This estimate is unavailable and will not be provided therefore it is the responsibility of the proposer to make an assessment of the existing fleet and estimate a value.

3. **Question:** "Proposals must include allowance for the return of the current fleet to Yamaha"- Can Yamaha provide the COMS with a delivery address where they would like to have the old fleet delivered should Yamaha not retain the business?
3. **Answer:** Per the agreement in paragraph 14 Return of Equipment reads as follows:
14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

4. **Question:** When will the city be making its last lease payment to Yamaha? 9/15/13? Then deliver new fleet by 9/27 with new lease starting in October?
4. **Answer:** Yes

5. **Question:** On the request for a lease with balloon payment - is this optional and it is for the new cars....correct?
5. **Answer:** Yes and it's on the new fleet.

6. **Question:** Is this a confidential sealed bid or a request for proposal and are all vendors bids or proposals kept confidential?
6. **Answer:** No, this is not a sealed bid process. This is a request for Quote. Quotes will be kept confidential until all quotes are received on August 12th, 2013.

7. **Question:** A response by submitting proposal via email is acceptable.
7. **Answer:** Yes. Email responses must be forwarded to romerot@miamisprings-fl.gov

2013 Models



For USA & Canada

YAMAHA GOLF-CAR COMPANY

LIMITED 4-YEAR GOLF CAR LIMITED WARRANTY

Yamaha Golf-Car Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations.

DURING THE PERIOD OF WARRANTY any authorized Yamaha golf car dealer will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

GENERAL EXCLUSIONS from this warranty shall include any failures caused by:

- a. Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- b. Accident or collision damage.
- c. Installation of parts or accessories that are not original equipment.
- d. Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- e. Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- f. Damage due to improper transportation.
- g. Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

WARRANTY COVERAGE:

- Year 1:** The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.
- Year 2:** The second year exclusions are the YDRA battery, body parts, seats, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.
- Year 3:** The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.
- Year 4:** The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

SPECIFIC EXCLUSIONS: Specific exclusions from this warranty shall include the following:

- Electric car batteries, which are covered under a separate warranty.
- Any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts.
- Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty.
- Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

1. Operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual;
2. Give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf-Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

YAMAHA GOLF-CAR COMPANY MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY YAMAHA GOLF-CAR COMPANY AND EXCLUDED FROM THIS WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. ALSO EXCLUDED FROM THIS WARRANTY IS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.

Yamaha Golf-Car Company, NEWNAN, GEORGIA 30265-1320

EFFECTIVE DATE: 8/1/12

LIT-13710-01-12

2013 Models



For USA & Canada

LIMITED 2-YEAR UTILITY AND TRANSPORTATION VEHICLE LIMITED WARRANTY

Yamaha Golf-Car Company hereby warrants that any new Yamaha utility vehicle or any new Yamaha Golf-Car Company transportation or specialty vehicle purchased from an authorized Yamaha golf car dealer in the United States will be free from defects in material and workmanship for TWO years from date of purchase, subject to the stated limitations.

DURING THE PERIOD OF WARRANTY any authorized Yamaha golf car dealer will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

GENERAL EXCLUSIONS from this warranty shall include any failures caused by:

- a. Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- b. Accident or collision damage.
- c. Installation of parts or accessories that are not original equipment.
- d. Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- e. Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a utility or transportation vehicle.
- f. Damage due to improper transportation.
- g. Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

WARRANTY COVERAGE:

Year 1: The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.

Year 2: The second year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on electric powered vehicles and the engine, clutch system (except drive belt), and transaxle on gasoline powered vehicles.

SPECIFIC EXCLUSIONS: Specific exclusions from this warranty shall include any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a vehicle or charger to and from an authorized Yamaha golf car dealer for service or in performing field services are also excluded from this warranty. Also excluded are electric car batteries, which are covered under a separate warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

1. Operate and maintain the vehicle and charger as specified in the appropriate Owner's/Operator's Manual;
2. Give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: This warranty is to the original owner only and is not transferable.

YAMAHA GOLF-CAR COMPANY MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY YAMAHA GOLF-CAR COMPANY AND EXCLUDED FROM THIS WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. ALSO EXCLUDED FROM THIS WARRANTY IS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.

Yamaha Golf-Car Company, NEWNAN, GEORGIA 30265-1320

EFFECTIVE DATE: 6/1/12

LIT-13710-U3-12

Club Car

Please provide a quote for the following golf cart requirements/specifications.

CLUB CAR RESPONSE

Responses should be forwarded to the City of Miami Springs, Finance Department, Attention: Tammy Romero, 201 Westward Drive, Miami Springs, FL 33166 no later than close of business day on August 5th, 2013.

- Carts must be delivered on or before September 27th, 2013
- New lease to begin October 1st, 2013 for sixty (60) month lease
- Provide cost per cart for a sixty (60) month lease term for Seventy-five (75) new 2014 Standard Gas golf carts to include the following:
 - On-board tow bar system (capable of towing up to 5 carts)
 - Canopy hard top
 - Wheel covers
 - Sweater basket
 - Premium tread tires
 - Miami Springs logo
 - Bag cover
 - Number decals
 - Fold down windshield
 - Information holder
 - Sand bucket (2) per cart

\$ 56.45 /cart

- Beverage cart (New 2014 Café Express) \$ 220.94 per mo.
- Utility vehicle (New 2014 Turf II) \$ 107.35 per mo.
- Company is responsible for all costs and expenses related to early termination of current lease agreement with Yamaha which expires in February 2014. (see attached for explanation) \$ 29,047.50
- Provide information on Balloon note (if applicable) due at the end of the lease term to include cost per cart. \$ see attached
- Company is responsible for assessing condition of present fleet so that damaged carts are returned or bought with no out of pocket expenses to the City of Miami Springs. (see attached for explanation) \$ 8,000.00 max.
- Proposals must include the allowance for the return of the current fleet to Yamaha. (see attached for explanation) \$ 1,000.00 max.

Are you proposing two different gas carts? Yes x No

If yes please indicate the differences between the two and include cost per cart for each in your responses (List on a separate sheet)

- Provide a copy of the proposed service contract
- Provide warranty information
- List any additional options that your company offers/provides

Color choices – Beige, White, Dark Green or Classic Blue

CLUB CAR EXCEPTIONS/EXPLANATIONS

Remaining Installments due on Yamaha Lease – Club Car agrees to provide a check to the City of Miami Springs in the amount of \$29,047.50 to pay for the final six installments due on the Yamaha lease (September 2013 thru February 2014)

Late Fees Prior to August 2013 – Club Car agrees to provide a check to the City of Miami Springs for a maximum of \$500.00 to pay for late fees that may be due by the City of Miami Springs on the current golf car lease. Club Car will require proof of late fees prior to submitting a check for payment.

Damage/Repair Costs regarding Yamaha Fleet – Club Car agrees to provide a check to the City of Miami Springs for a total of \$8,000.00 to pay for damages/repairs required on the current Yamaha fleet. The amount provided will not exceed \$8,000.00 regardless of Yamaha's damage/repair estimates. Repair work will not be performed by Club Car or its authorized dealer.

Return of Fleet to Yamaha – Club Car agrees to provide a check in the amount of \$1,000.00 to pay for the transportation fees associated with the removal of the Yamaha fleet. The amount provided will not exceed \$1,000.00. Club Car will not be responsible for delivering the fleet to Yamaha's chosen return location.

LEASE PROPOSAL

Club Car®'s affiliated financing source, Ingersoll-Rand Financial Services (IRFS), proposes to lease to Miami Springs Golf & Country Club **seventy five (75) new 2014 Club Car Precedent i2 Model Gasoline Golf Cars, one (1) new 2014 Café Express Gasoline Powered Beverage Vehicle and one (1) new 2014 Turf II Gasoline Powered Utility Vehicle.** The lease rates are based on the first payment being made thirty days after delivery of the equipment and are subject to IRFS's normal credit approval.

LEVEL PAYMENT

Twelve monthly payments per year

Golf Car Fleet / 60 Month Term / \$56.45 per car per month

Café Express Beverage Vehicle / 60 Month Term / \$220.94 per month

Turf II Gasoline Utility Vehicle / 60 Month Term / \$107.35 per month

Balloon Note Due at End of Lease Term – Golf Cars / \$1400 per car
Café Express / \$750
Turf II Utility Vehicle / \$1,000

Miami Springs Golf & Country Club

By: _____

Title: _____

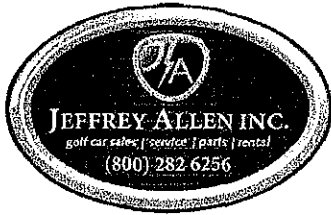
Date: _____

Club Car, Inc.
David Kelly

By: _____

Title: Territory Manager

Date: 8-12-13



Central Division
1724 Diplomacy Row
Orlando, FL 32809

East Coast Division
2701 Reese Road
Davie, FL 33314

West Coast Division
4401 N. US HWY 301
Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: sales@jeffreyalleninc.com
Mailing Address: PO Box 891359, Tampa, FL, 33689
Website: www.jeffreyalleninc.com

EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is entered into this _____ day, of _____, 2013 between the City of Miami Springs, a Florida municipal corporation ("city") and Jeffrey Allen, Inc ("buyer").

RECITALS

WHEREAS, the City has entered into an Equipment Lease-Purchase Agreement ("Lease Agreement") with Agricredit Acceptance, LLC, whereby the City will take title to seventy-five (75) 2014 Club Car Gasoline powered golf cars and

WHEREAS, the City wishes to sell the Equipment at the end of the lease term; and

WHEREAS, the Buyer is a Club Car, Inc local authorized dealer who wishes to purchase the Equipment from the City at the end of the Lease Term.

NOW, THEREFORE for and in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

Equipment Description.

The equipment which is the subject of this Purchase Agreement is comprised of seventy-five (75) Club Car Gasoline powered golf cars, one (1) Club Car Café Express vehicle and one (1) Club Car Turf II Gasoline powered utility vehicle manufactured by Club Car, Inc. Pursuant to the Equipment Lease-Purchase Agreement between the City and Agricredit Acceptance, LLC, title to the Equipment vests in the City upon receipt of the Equipment at the initiation of the Lease term. At the time of Sale of the Equipment to the Buyer pursuant to this Purchase Agreement, the City will possess full title to the Equipment. In the event a golf cart(s) is lost, destroyed, stolen, etc during the lease term and is not replaced, the City will Sell and the Buyer shall purchase the number of golf carts, in working order, actually leased by the City at the end of the term of the Equipment Lease-Purchase Agreement and subject to the City's purchase under that Agreement.

Terms of Sale.

Sale of the Equipment by the City to Buyer is on an "AS IS, WHERE IS" basis. To the extent permitted by the law, the City disclaims all other warranties, expressed or implied, by statute or otherwise, regarding the condition of the Equipment, including its fitness for a particular purpose, its quality, or merchantability. All sales are final and the City assumes no responsibility for the Equipment after purchase or for liability associated for the use or sale of the Equipment after purchase. Title to the Equipment shall vest in the Buyer upon City's receipt of payment for the Equipment.



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1724 Diplomacy Row
Orlando, FL 32809

East Coast Division
2701 Reese Road
Davie, FL 33314

West Coast Division
4401 N. USHWY 301
Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: sales@jeffreyaleninc.com
Mailing Address: PO Box 891359, Tampa, FL, 33689
Website: www.jeffreyaleninc.com

Payment.

Payment must be made to the City in cash, money order, or certified check in the amount equal to one thousand four hundred dollars (\$1,400.00) per golf cart, one thousand dollars (\$1,000.00) per utility vehicle and seven hundred fifty dollars (\$750.00) per beverage vehicle. Payment must be made IN FULL prior to Buyer taking possession of the Equipment. Upon receipt of Payment for the Equipment, the City and Buyer shall execute the Bill of Sale evidencing the sale of the Equipment.

Removal of the Equipment.

The Equipment will be housed at the Miami Springs Golf & Country Club which is located at 650 Curtiss Parkway, Miami Springs, Florida. The Buyer may take possession of the Equipment at that address. All costs associated with the removal or transport of the Equipment from the Miami Springs Golf & Country Club are the responsibility of the Buyer. The City is not liable for any damage caused during removal or transport of the Equipment from the City property.

General Provisions.

Venue and Governing Law. This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement shall be exclusively in Miami Dade County, Florida.

Attorney's Fees and Costs. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for fees, costs, and expenses including attorney's fees, as may be set by the Court.

Default and Remedies. Upon default by a party under this agreement, the non-defaulting party shall have all the rights and remedies provided by law, including but not limited to, the right to terminate this Agreement, the right to seek specific performance under this agreement, and the right to file for injunctive relief in the Circuit Court where the City is located to enforce the terms of this Agreement. Attorney's fees, costs, and expenses incurred in any litigation filed to enforce the terms of this Agreement shall be paid the prevailing party by the defaulting party.

Severability. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby.

Entire Agreement. This supersedes any and all prior or contemporaneous negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.



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Orlando, FL 32809

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2701 Reese Road
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Tampa, FL 33610

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Mailing Address: PO Box 891369, Tampa, FL, 33689
Website: www.jeffreyaleninc.com

Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase Agreement the date and year first above written.

CITY OF MIAMI SPRINGS
A Florida Municipal Corporation

Jeffrey Allen, Inc

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reviewed and approved:

ATTEST:

CLUB CAR® LIMITED WARRANTY FOR PRECEDENT VEHICLES

WARRANTY

CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

	i2L	I2	V4
VEHICLE MAIN FRAME	LIMITED LIFETIME*		
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
MAJOR ELECTRONICS: Onboard computer (OBC), solid state speed controller, and battery charger.	4	4	4
DEEP CYCLE BATTERY: Four years or 20,000 Energy Units as recorded by the OBC, whichever first occurs.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and structural accessory module (SAM).	4	4	4
POWERTRAIN: Gasoline engine, electric motor, MCOR, gasoline and electric transaxle, starter generator, air intake, exhaust system, and torque converter (drive and driven).	3	3	3
BODY GROUP: Beauty panels, and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

EXCLUSIONS

Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to:

- Abuse such as overcharging, undercharging, improper fluid levels, use of contaminated water in batteries (See "Water Quality" in owner's manual), loose wiring and fasteners, or rusted or corroded hardware.
- Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
- Damages caused by improper installation of the component.
- Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
- A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
- Every vehicle must have an operational charger on its own circuit. (Number of operational chargers must equal the number of operational vehicles.)
- Vehicles charged by systems other than the CLUB CAR Charger.
- Semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
- Charger DC cord set with plug, which is a wear item and subject to user abuse.
- Use of gasoline containing more than 10% ethanol.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

SOLE REMEDY

CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

Tammy Romero

From: Baughman, John (EZGO) [J.Baughman@textron.com]
Sent: Monday, August 12, 2013 3:42 PM
To: Tammy Romero
Subject: RE: Golf Cart Amendment 2

Tammy:

Regretfully E-Z-GO will not submit a bid due to the unreasonable terms and conditions outlined in the request for quotes.

Thank you,

John Baughman

E-Z-GO, a Textron Company

Mobile: 954.540.2764

<http://www.ezgo.com/>

Check out our new website!



This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, and then delete it.

From: Tammy Romero [mailto:romerot@miamisprings-fl.gov]
Sent: Tuesday, August 06, 2013 10:12 AM
To: Baughman, John (EZGO); david_kelly@clubcar.com; tdee@ymmc.yamaha-motor.com
Subject: RE: Golf Cart Amendment 2
Importance: High

Good morning to all,

Please find attached Amendment 2 for the Golf Cart Request for Quotes. Please print out and retain with your records.

Tammy Romero

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

8/12/2013

From: Tammy Romero
Sent: Thursday, August 01, 2013 12:27 PM
To: 'tdee@ymmc.yamaha-motor.com'; 'Baughman, John (EZGO)'; 'david_kelly@clubcar.com'
Subject: FW: Golf Cart Amendment 1
Importance: High

Good afternoon to all,

Please find attached Amendment 1 for the Golf Cart Request for Quotes. Please print out and retain with your records.

Tammy Romero

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

From: Tammy Romero
Sent: Tuesday, July 30, 2013 12:42 PM
To: 'tdee@ymmc.yamaha-motor.com'; 'jbaughman@textron.com'; 'david-kelly@clubcar.com'
Subject: Golf Cart Quotes
Importance: High

Good afternoon to all,

Please see attached memo regarding the retraction of the initial golf cart quotes.

Tammy Romero

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

Please save a tree. Don't print this e-mail unless it's really necessary.



The City of Miami Springs is on [Twitter](#) and has a website [MiamiSprings-FL.Gov](#)

Internal Virus Database is out of date.

8/12/2013

Checked by AVG - www.avg.com
Version: 8.5.455 / Virus Database: 271.1.1/5970 - Release Date: 07/06/13 16:46:00

GOLF CART RFQ Tabulation

Vendor	(75) 2014 Gas golf carts Price/Cart	Beverage Cart	Utility Cart	Early Termination	Balloon Note	Damage Cart Allowance	Return Allowance	Provided Copy of Service Contract	Provided warranty information
Yahama	\$ 54.75	\$ 184.00	\$ 84.00	No cost	NoneRequired <u>OR</u> \$1600.00/ cart \$2500.00/ Bev. Cart \$1250.00/ Utility Cart	Included	Included	Yes	Yes
ClubCar	\$ 56.45	\$ 220.94	\$107.35	\$29,047.50 (Sept.- Feb.)	\$1400.00/ cart \$750.00/ Bev. Cart \$1000.00/ Utility Cart	\$ 8,000.00	\$ 1,000.00	Yes	Yes
EZ-Go	NO BID RESPONSE								

8-26-2013



RESOLUTION NO. 2013-3592

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING AND AUTHORIZING THE CLERKS FOR THE CITY'S RED LIGHT CAMERA PROCESS/PROCEDURES; AUTHORIZING THE CLERKS TO ACT IN ALL MATTERS RELATED TO THE ADMINISTRATION OF THE CITY'S RED LIGHT CAMERA PROGRAM; EFFECTIVE DATE

WHEREAS, on May 28, 2013, the City Council adopted Resolution No. 2013-3582, related to the updating of the procedures required for the administering of the City's Red Light Camera Program; and,

WHEREAS, pursuant to the provisions of the Resolution, the City Clerk's office was designated and authorized to render clerical assistance to the operation of the new Local Hearing Officer Process/Proceedings; and,

WHEREAS, as a result of consultation between the City Administration, City Clerk's Office, and the Police Department, three individuals have been selected to act as Clerks for the Local Hearing Officer Process/Proceedings; and,

WHEREAS, the City Administration, Clerk's Office, and Police Department have determined that it was both proper and appropriate to have the three selected Clerks approved and authorized by the City Council:

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

Section 1: That the City Council of the City of Miami Springs hereby approves and authorizes the following individuals to act as the Clerks of the City's Red Light Camera Process/Proceedings:

Elora Sakal, Assistant City Clerk

Leah Cates, Police Senior Administrative Specialist

Graciela Vazquez, Police Administrative Specialist II

Section 2: That the City Council of the City of Miami Springs hereby further authorizes the Clerks named herein to act in any and all matters related to the administration of the City's Red Light Camera Program as authorized by the City Code of Ordinances and State Law.

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

Resolution No. 2013-3592

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this _____ day of August, 2013.

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

Vice Mayor Windrem	" _____ "
Councilman Bain	" _____ "
Councilman Lob	" _____ "
Councilman Petralanda	" _____ "
Mayor Garcia	" _____ "

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Acting City Clerk


APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire
City Attorney

Resolution No. 2013-3592

RESOLUTION NO. 2013-3593

8-26-2013 

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING AND AUTHORIZING THE CITY ADMINISTRATION'S SELECTION OF LOCAL HEARING OFFICERS FOR THE CITY'S RED LIGHT CAMERA PROGRAM; AUTHORIZING THE LOCAL HEARING OFFICERS TO ACT IN ALL MATTERS RELATED TO THE HEARINGS CONDUCTED PURSUANT TO THE CITY'S RED LIGHT CAMERA PROGRAM; EFFECTIVE DATE

WHEREAS, on May 28, 2013, the City Council adopted Resolution No. 2013-3582, related to the updating of the procedures required for the administration of the City's Red Light Camera Program; and,

WHEREAS, pursuant to the provisions of the Resolution, the City Administration was designated and authorized to hire Local Hearing Officers in order to comply with the newly enacted procedures for reviews of violations mandated by State Law; and,

WHEREAS, after consultation between the City Administration and the Police Department, the City Attorney was requested to assist in the selection of the City's Local Hearing Officers; and,

WHEREAS, the selection process has been concluded and the City Administration has hired two attorneys to act as the City's Local Hearing Officers; and,

WHEREAS, the City Administration and City Attorney have determined that it is both proper and appropriate to have the two selected Local Hearing Officers approved and authorized by the City Council:

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

Section 1: That the City Council of the City of Miami Springs hereby approves and authorizes the following individuals to act as the City's Local Hearing Officers:

Jon Gurney, Esq.

David Alschuler, Esq.

Section 2: That the City Council of the City of Miami Springs hereby further authorizes the Local Hearing Officers named herein to act in any and all matters related to the City's Red Light Camera Program in accordance with the provisions of the City Code of Ordinances and State Law.

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 _____ day of August, 2013.

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

Vice Mayor Windrem	" _____ "
Councilman Bain	" _____ "
Councilman Lob	" _____ "
Councilman Petralanda	" _____ "
Mayor Garcia	" _____ "

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Acting City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire
City Attorney

Resolution No. 2013-3593

8-26-2013



RESOLUTION NO. 2013-3594

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, DETERMINING THE NECESSITY AND APPROPRIATENESS OF THE ACQUISITION OF EQUIPMENT PURSUANT TO A MASTER LEASE WITH SUNTRUST EQUIPMENT FINANCE AND LEASING CORPORATION; AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 04; AUTHORIZING THE CITY MANAGER AND OTHER AUTHORIZED CITY OFFICERS TO EXECUTE THE LEASE DOCUMENTATION, EVIDENCE THE VALIDITY OF THE LEASE DOCUMENTS, AND AFFIX THE CITY SEAL WHERE REQUIRED; DIRECTING THE EXECUTION OF ANY ADDITIONAL LEASE DOCUMENTATION BY THE PROPER OFFICIALS AND OFFICERS OF THE CITY IN ORDER TO EFFECTUATE THE SUBJECT TRANSACTION; DECLARATION OF TRANSACTION COMPLIANCE WITH INTERNAL REVENUE SERVICE REGULATIONS; EFFECTIVE DATE

WHEREAS, the City Council of the City of Miami Springs desires to obtain certain equipment (the "Equipment") described in Equipment Schedule No. 04 to the Master Lease Agreement (collectively, the "Lease") with SunTrust Equipment Finance and Leasing Corporation the form of which has been reviewed by the City prior to the passage of this Resolution; and,

WHEREAS, the subject Equipment is essential for the City to perform its governmental functions; and,

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with the Lease; and,

WHEREAS, the City has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and,

WHEREAS, the City proposes to enter into the Lease with SunTrust Equipment Finance and Leasing Corporation substantially in the form previously reviewed by staff and being presented to the City Council:

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

Section 1: That the City Council of the City of Miami Springs hereby finds and determines that the terms of the Lease in the form presented to the City Council and incorporated into this Resolution are in the best interests of the City for the acquisition of the Equipment.

Section 2: That the City Council of the City of Miami Springs hereby determines that the Lease and the acquisition and financing of the Equipment under the terms and conditions as described therein are hereby authorized and approved.

Section 3: That the City Council of the City of Miami Springs hereby authorizes the City Manager of the City of Miami Springs, and any other officer of the City who shall have the power to execute contracts on behalf of the City, to execute, acknowledge and deliver the Lease with any changes, insertions and omissions therein as may be approved by the officers who execute the Lease; that such approval is to be conclusively evidenced by such execution and delivery of the Lease; that the City Manager or Assistant City Manager/Finance Director of the City of Miami Springs, and any other officer of the City so empowered, are hereby authorized to affix the official seal of the City to the Lease and attest the same.

Section 4: That the City Council of the City of Miami Springs hereby authorizes and directs the proper officials and officers of the City to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, other documents, any and all other acts and things necessary and proper for carrying out this Resolution and the Lease.

Section 5: That the City Council of the City of Miami Springs hereby authorizes and directs that pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), the subject Lease is a "qualified tax-exempt obligation" for purposes of Section 265(b) (3) of the Code.

Section 6: That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this 26th day of August, 2013.

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

Vice Mayor Windrem	" _____ "
Councilman Bain	" _____ "
Councilman Lob	" _____ "
Councilman Petralanda	" _____ "
Mayor Garcia	" _____ "

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Acting City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire
City Attorney

Resolution No. 2013-3594

RESOLUTION CERTIFICATION

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease and escrow Agreement executed on behalf of Lessee are the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: _____, 2013

CITY OF MIAMI SPRINGS, FL
Lessee

By: _____
Name: Ronald Gorland
Title: City Manager

Attested By: _____
Name: Suzanne Hitaffer
Title: Acting City Clerk

Resolution No. 2013-3594

CITY OF MIAMI SPRINGS



Agenda Item No.
Agenda Item No.
City Council Meeting of:
City Council Meeting of:

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

To: The Honorable Mayor Xavier Garcia and Members of the City Council

VIA: Ron Gorland, City Manager

FR: William Alonso, CPA, CGFO, Finance Director

Date: August 8, 2013

Re: FY2012-2013 3rd Quarter Budget Status Report (Unaudited)

Attached, please find the above referenced report based on revenues received and appropriations expended through June 30, 2013. The purpose of this report is to apprise the City's governing body of the FY2012-2013 budgetary status and projected year-end revenues, expenditures, and fund balances

I. OVERVIEW

At the end of the third quarter of FY2013 the City projecting a decrease to our fund balance at the end of the fiscal year of approximately \$564,775 mainly due to additional appropriations approved by Council during the current fiscal year as well as the estimates provided by the Tax Collector's Office that our ad valorem collections for the fiscal year will be approx. \$200,000 under budget. Our total reserves are projected to be approx. \$3.8 million at fiscal year-end which will reduce the Hurricane Contingency in designated fund balance to \$300,000. Remember that we are required by GFOA recommendations as well as Council directive to maintain a minimum \$3.5 million in minimum reserves. The revenues and expenditures as of the end of the third quarter of FY2012-2013 are within budgeted amounts and in line with the amounts reported for the same period of last fiscal year.

As you can see from page 18, the golf course reported a loss which is more than double the loss reported the same period last year. The main reason for this increase was a decrease in revenues of almost \$90,000 from last year, see page 18 and 19 for a detail analysis.

As in previous interim reports, this report is organized as follows:

- I. Overview/Financial Dashboard - Pages 1-3
- II. General Fund Revenues – Page 4
- III. General Fund Expenditures – Page 6

I. OVERVIEW (continued)

- IV. General Fund Subsidized Departments
 - a) Senior center - Page 7
- V. Enterprise Funds - Pages 8-9
- VI. Investments – Page 10
- VII. Analysis of Charges for Services
 - a) Building & Zoning/Code Enforcement – Page 11
 - b) Recreation Department – Page 12
- VIII. Other Funds
 - a) Road and Transportation Fund – Page 13
 - b) Law Enforcement Trust Fund – Page 14
 - c) Capital Fund – Page 15
 - d) Debt Service Fund – Page 16
- IX Status of Designated Fund Balance Page 17
- X. Golf Course Financial Report – Pages 18,19 and A-1 thru C-1

The following chart is a projection of the City's projected revenues, expenditures, and general fund balance as of the end of the 3rd Qtr FY2013:

Chart A – General Fund Balance Projection as of 3rd quarter FY2012-2013

Chart A- General Fund Budget Summary-FY 2012-2013

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Projected Year-End</u>	<u>Variance</u>
Sources:				
General Fund beginning balance	4,391,810	4,394,465	4,394,465	-
Current revenues	13,497,708	13,533,177	13,227,181	(305,996)
Transfers in	<u>530,000</u>	<u>530,000</u>	<u>530,000</u>	-
Total Sources	<u>18,419,518</u>	<u>18,457,642</u>	<u>18,151,646</u>	<u>(305,996)</u>
Uses:				
Operating expenditures	13,513,536	13,992,481	13,807,780	(184,701)
Transfers out	<u>514,176</u>	<u>514,176</u>	<u>514,176</u>	-
Total Uses	<u>14,027,712</u>	<u>14,506,657</u>	<u>14,321,956</u>	<u>(184,701)</u>
General Fund ending balance	<u>4,391,806</u>	<u>3,950,985</u>	<u>3,829,690</u>	<u>(121,295)</u>
Projected change in fund balance			<u>(564,775)</u>	

FINANCIAL DASHBOARD

FINANCIAL INDICATORS-GENERAL FUND

	<u>Budgeted</u>	<u>Actual</u>	<u>% of budget</u>
General Fund Revenues as of 6/30/13	\$14,063,177	\$10,911,468	78% (1)
General Fund Revenues as of 6/30/12	\$14,609,910	\$11,426,496	78% (1)

General Fund Expenditures as of 6/30/13	\$14,506,657	\$10,396,428	72% (2)
General Fund Expenditures as of 6/30/12	\$14,655,572	\$10,738,264	73% (2)

	<u>As of 9/30/12</u>	<u>Projected 9/30/13</u>	<u>\$ Increase/Decrease</u>
General Fund Reserve	\$4,394,465	\$3,829,690	\$(564,775)

INVESTMENT INDICATOR

	<u>As of 9/30/12</u>	<u>As of 6/30/13</u>	<u>\$ Increase/(Decrease)</u>
Investments	\$ 7,035,348	\$ 6,889,849	\$ (145,499)

	<u>Total On Deposit</u>	<u>Unrealized Loss</u>	<u>Net Asset Value</u>
SBA Account	\$47,654	\$ (3,897)	\$43,757

FINANCIAL INDICATORS-OTHER

	<u>Revenues as of 6/30/13</u>	<u>Expenditures as of 6/30/13</u>	<u>Deficit at 6/30/13</u>	<u>Deficit at 6/30/12</u>
Golf Course fund operating deficit requiring General Fund subsidy	\$791,916	\$1,117,843	\$(325,927)	\$(149,701)

	<u>Revenues as of 6/30/13</u>	<u>Expenditures as of 6/30/13</u>	<u>Deficit at 6/30/13</u>	<u>Deficit at 6/30/12</u>
Building & Zoning	\$ 500,038	\$574,925	\$(74,887) (3)	\$(212,789) (3)

	<u>As of 9/30/12</u>	<u>As of 6/30/13</u>	<u>\$ Increase/(Decrease)</u>
Long-Term Debt	\$5,783,260	\$5,373,820	\$(409,440)

	<u>At 6/30/13</u>	<u>At 6/30/12</u>
% of Recreation Expenditures Collected in Fees	24.6%	24.5%

Notes:

(1) The budgeted revenues does not include the \$443,481 that was appropriated from fund balance. Additionally, you can see that for the current year our revenues are being received at a 78% rate WHICH IS SIMILAR TO PRIOR YEARS COLLECTION RATE, however we have been advised by the tax Collector that this year's ad valorem tax collections will be approx. \$200,000 under budget..

(2) Actual expenditures are running at about the same pace as last year 72% vs. 73% when compared to budgeted expenditures. This is indicative of a budget that is realistic and inline with actual city activities.

(3) Building & Zoning expenditures include \$296,838 in indirect cost allocations for the current year and \$227,431 for the prior year. Indirect cost allocations are based on a percentage applied to certain departments that provide services to the Building & Zoning Dept. such as Human Resources, Legal, City Manager, City Clerk, Building Maintenance, etc.)

II) REVENUES

Chart B-Schedule of General Fund Budgeted and Actual Revenues
For the Period Ending June 30, 2013
(75% OF YEAR COMPLETED)

Department	2011-12	FISCAL YEAR 2012-2013				PRIOR YEAR AS of 6/30/2012	Note
	FULL YEAR ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS of 6/30/13	% OF BUDGET		
Ad Valorem Taxes - Current	\$ 5,792,685	\$ 5,804,091	\$ 5,804,091	\$ 5,367,916	92%	\$ 5,500,658	1
Ad Valorem Taxes - Delinquent	18,336	20,000	20,000	-	0%	19,336	1
Utility and Franchise Taxes	2,578,754	2,682,693	2,682,693	1,574,661	59%	1,585,852	
Occupational Licenses - City	77,874	70,000	70,000	93,745	134%	66,956	
Occupational Licenses - County	20,957	17,000	17,000	8,889	58%	10,240	
Building Permits	140,163	225,000	225,000	150,959	67%	118,130	
Electrical Permits	27,496	82,500	82,500	40,983	66%	23,183	
Plumbing Permits	27,337	50,000	50,000	24,544	49%	20,833	
Roofing Permits	35,980	33,750	33,750	33,183	98%	30,640	
Mechanical Permits	21,622	31,250	31,250	15,088	48%	17,928	
Zoning Permits	1,150	5,500	5,500	-	0%	700	
Certification of Completions	1,965	1,500	1,500	1,665	104%	1,465	
Structural Permits	16,761	18,750	18,750	15,700	84%	14,111	
POD Permit Fees	1,800	1,500	1,500	1,625	108%	1,700	
Other Permits	115,042	128,750	128,750	171,391	133%	82,197	
Misc Plan Reviews	-	1,000	1,000	-	0%	-	
Zoning Review Fees	-	80,000	80,000	15,300	19%	-	
Planning Board Fees	-	13,750	13,750	6,750	49%	-	
Misc Planning Fees	-	6,000	6,000	2,620	44%	-	
Local Option Gas Tax	361,726	371,007	371,007	268,538	72%	273,062	
Revenue sharing	404,323	395,000	395,000	286,386	73%	288,764	
Alcoholic Beverage License	15,223	9,000	9,000	7,712	86%	13,524	
1/2-cent Sales Tax	666,447	941,884	941,884	640,823	68%	607,127	
Gas Tax Rebate	11,265	8,000	8,000	6,833	87%	10,895	
School Crossing Guards	32,256	18,000	18,000	15,274	85%	15,700	
After School Programs	42,084	22,500	22,500	33,995	151%	33,501	
SWIM MEETS/TEAM RENTAL	12,715	21,600	21,600	9,911	46%	9,911	
Swimming Pool Admissions	83,286	8,000	8,000	44,495	558%	40,527	
Swim Lessons	-	45,000	45,000	35	0%	-	
Annual Daddy/Daughter Dance	3,263	7,000	7,000	3,213	46%	3,263	
Pelican theatre	6,360	5,000	5,000	9,182	184%	6,149	
Vending Machines	1,725	3,000	3,000	1,635	55%	1,725	
Fireworks-VG	-	3,000	3,000	3,000	100%	-	
Summer Camp	158,725	170,000	170,000	75,775	45%	118,013	
Summer Camp Activity Fee	16,900	18,000	18,000	16,675	93%	16,900	
Senior Center Rental	-	2,500	2,500	-	0%	-	
Annex Rental	-	1,625	1,625	-	0%	-	
Gym Rental	-	5,000	5,000	690	14%	-	
Fitness Room Membership	47,228	15,000	15,000	38,093	254%	33,831	
Gym Admission Fees	-	3,000	3,000	-	0%	-	
Yoga Classes	19,502	17,100	17,100	9,052	53%	13,570	
Annual Turkey Trot	1,210	500	500	1,210	242%	1,210	
Basketball Fees	26,405	42,175	42,175	26,140	62%	22,970	
Other activities	1,115	3,830	3,830	1,874	49%	2,725	
Pool Rental	27,278	5,000	5,000	10,224	204%	23,522	
Pool Memberships	7,663	2,400	2,400	3,399	142%	-	
Jazzercise	3,925	4,800	4,800	2,944	61%	2,944	
Green Fees	762,746	857,958	857,958	576,392	67%	652,919	
Golf Memberships	52,824	45,535	45,535	29,248	64%	32,906	
Cart Rentals	113,563	82,236	82,236	68,041	83%	75,422	
Range Fees	98,907	100,874	100,874	75,586	75%	80,945	
Golf Merchandise Sales	53,488	57,848	57,848	41,947	73%	41,412	
Gift Certificate Redeemed	735	3,598	3,598	506	14%	912	
Rain Check Redeemed	(17,778)	(13,462)	(13,462)	(4,612)	34%	(11,625)	
CarAm Commissions	(450)	-	-	(1,180)	0%	(405)	
Golf Pro Commissions	2,262	3,000	3,000	111	4%	2,037	
Golf Course Rentals	8,440	8,235	8,235	5,790	70%	7,109	
GHIN Disabled Fees	183	868	868	86	10%	164	
Miscellaneous Charges for Serv	-	6,000	6,000	10	0%	8,239	
Copies & Other Charges	3,038	2,000	2,000	1,840	92%	2,319	
Tree Replacement	200	-	-	1,460	100%	200	
Lien Search	14,365	10,000	10,000	10,312	103%	9,335	
Re-occupancy inspection fee	15,600	15,000	15,000	16,350	109%	9,800	
Clerk of the Court - Fines	118,587	200,000	200,000	62,341	31%	88,433	
Code Enforcement tickets	15,400	15,000	15,000	21,175	141%	12,500	
Disabled Parking tickets	7,442	-	-	-	0%	-	
Interest-CD's	27,451	17,000	17,000	4,849	29%	14,219	
Interest - Tax Collections	1,656	2,000	2,000	1,407	70%	941	
Rent - Metro Fire	14,040	17,000	17,000	8,477	50%	10,200	
Rent - Dade Co. Library	8,253	8,300	8,300	6,190	75%	6,190	
Rent - Bus Benches	4,165	3,900	3,900	3,213	82%	3,094	
Recreational Activities	14,693	-	-	14,049	100%	9,158	

**Chart B-Schedule of General Fund Budgeted and Actual Revenues
For the Period Ending June 30, 2013
(75% OF YEAR COMPLETED)**

Department	2011-12	FISCAL YEAR 2012-2013					Note
	FULL YEAR ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS of 6/30/13	% OF BUDGET	PRIOR YEAR AS of 6/30/2012	
Sprint Tower	87,640	90,000	90,000	72,824	81%	87,640	
Nextel	6,490	8,300	8,300	6,749	81%	6,490	
Metro PCS	8,211	8,400	8,400	8,540	102%	8,211	
Surplus sale of equipment	13,715	52,589	83,589	39,666	47%	13,715	
Other Miscellaneous	58,866	80,000	80,000	37,119	46%	18,839	
Insurance Reimbursement	12,833	-	-	45,614	100%	8,797	
Code Enforcement Liens	-	1,000	1,000	250	25%	4,738	
Returned check charges	389	2,000	2,000	-	0%	263	
Byrne Grant	11,026	15,000	15,000	-	0%	5,892	
Police COPS Grant	176,382	-	-	-	0%	86,236	
Other Grants	10,088	-	-	12,171	100%	1,632	
Red Light Fines	314,118	400,043	400,043	304,538	76%	209,522	
Historic Tax Credit	105,000	-	-	-	0%	-	
ITF - Road & Transportation	542,153	-	-	-	0%	536,903	
ITF - Sanitation Admin Fee	450,000	470,000	470,000	352,500	75%	307,782	
ITF- Stormwater Admin Fee	55,000	60,000	60,000	45,000	75%	39,750	
Appropriated fund balance	-	265,510	443,481	-	0%	-	
TOTALS >>>	\$ 14,231,734	\$ 14,297,687	\$ 14,606,658	\$ 10,911,468	75%	\$ 11,426,496	

II. REVENUES

Notes to Revenue Schedule:

- (1) Approximately 75-90% of the annual property tax assessment is collected during the months of October thru January of each fiscal year, the City invests all excess amounts until the funds are required to pay normal operating expenditures of the City.

III) EXPENDITURES

Chart C-Schedule of General Fund Budgeted and Projected Expenditures
For the Period Ending June 30, 2013
(75% OF YEAR COMPLETED)

Department	FY2011-12 ACTUAL	FISCAL YEAR 2012-2013			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 6/30/2013		
General Government:						
Mayor & City Council	199,338	115,732	115,732	76,057	66%	
Office of the City Manager	686,462	338,264	338,263	253,633	75%	
Office of the City Clerk	285,368	330,482	324,316	187,158	58%	
Office of the City Attorney	156,503	161,000	161,000	112,748	70%	
Human Resource Department	199,895	186,293	187,340	150,028	80%	
Finance-Administration	567,791	489,424	541,702	395,747	73%	
Finance-Professional Services	152,089	265,883	265,883	187,586	71%	
IT Department	339,353	362,138	362,138	274,647	76%	
Planning Department	130,472	122,886	127,387	85,058	67%	
Non-Departmental	527	-	-	-	0%	
Total General Government	2,717,798	2,372,102	2,423,761	1,722,662	71%	1
Public Safety:						
Police Department	5,711,639	5,823,885	5,823,885	4,258,416	73%	
Building, Zoning & Code Enforcement	599,009	573,013	582,145	413,917	71%	
Total Public Safety	6,310,648	6,396,898	6,406,030	4,672,333	73%	1
Public Works:						
Public Works - Administration	444,725	411,537	407,737	245,446	60%	
Public Works - Streets	323,868	338,713	354,413	263,331	74%	
Public Works - Properties	811,936	596,763	645,745	522,283	81%	
Public Works - Building Maintenance	292,605	172,043	236,196	250,509	108%	
Public Works - Fleet Maintenance	30,685	13,250	27,061	-	0%	
Total Public Works	1,903,819	1,532,306	1,671,152	1,281,569	77%	1
Parks and Recreation:						
Recreation	1,578,899	1,495,705	1,502,447	970,114	65%	
Aquatics	258,638	211,545	265,481	156,909	59%	
Tennis	26,876	25,960	25,960	23,969	92%	
Park Maintenance	87,507	123,815	123,815	89,943	73%	
Golf Administration	22,729	22,317	22,317	16,757	75%	
Golf Pro Shop	546,341	528,038	540,678	413,670	77%	
Golf Maintenance	792,306	804,850	1,010,840	687,417	68%	
Total Parks and Recreation	3,313,296	3,212,230	3,491,538	2,358,779	68%	
TOTAL GENERAL FUND EXPS.	14,246,561	13,513,536	13,992,481	10,035,343	72%	1
Transfers to other funds						
Debt Service fund	313,205	363,205	363,205	272,404	75%	
Capital Fund	19,674	-	-	-	0%	
Senior Center Fund	123,326	150,971	150,971	88,681	59%	
Total Transfers Out:	456,205	514,176	514,176	361,085	70%	1
Increase (decrease) in fund balance	(470,032)	-	-	-		
TOTAL GENERAL FUND USES	14,231,734	14,027,712	14,506,657	10,396,428	72%	

III. EXPENDITURES

Notes to Expenditure Schedule:

- (1)** All departments are within budget as of the end of the fiscal year. There are variances within some departments greater/less than 75%, however these fluctuations are based on seasonality and not on definite trends that will cause the department to be over budget later in the year. Any variances greater than 85% (if any) will be addressed by us herein.

IV) FUNDS SUBSIDIZED BY GENERAL FUND

CHART D-CITY OF MIAMI SPRINGS
 ACTUAL VS BUDGET REPORT-SENIOR CENTER
 (75% OF YEAR COMPLETED)

	FY2011-12 ACTUAL	FISCAL YEAR 2012-13			% OF ACTUAL VS. BUDGET
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 6/30/2013	
Revenues:					
USDA C-1	\$ 10,622	\$ 18,229	\$ 18,229	\$ 7,936	44%
USDA C-2	18,127	9,815	9,815	13,774	140%
Local Grants C-1	93,668	76,759	76,759	54,447	71%
Local Grants C-2	51,169	51,491	51,491	40,008	78%
Local Grants III-B	22,781	20,707	20,707	16,229	78%
CDBG Grant	39,098	-	-	-	100%
Sales to Va Gardens	17,225	16,800	16,800	12,130	72%
Donations	4,884	1,575	1,575	1,809	115%
Misc Revenues	782	-	-	1,341	0%
Total revenues	258,356	195,376	195,376	147,674	76%
Expenditures:					
Administrative Costs	150,328	155,638	155,638	109,617	70%
Catering and operating supplies	134,708	146,500	170,970	91,623	54%
Operating Costs	49,397	53,908	53,908	35,115	65%
Capital Outlay	66,118	6,000	6,000	-	0%
Total expenditures	400,551	362,046	386,516	236,355	61%
Excess (deficiency) of revenues over expenditures	(142,195)	(166,670)	(191,140)	(88,681)	46%
Other financing sources					
Transfers in	123,326	150,971	191,140	88,681	46%
Total other financing sources	123,326	150,971	191,140	88,681	46%
Net change in fund balance	(18,869)	(15,699)	-	-	0%
Beginning fund balance	18,869	15,699	-	-	
Ending fund balance	\$ -	\$ -	\$ -	\$ -	

**CHART H-CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-SANITATION
(75% OF YEAR COMPLETED)**

	FY2011-12 ACTUAL	FISCAL YEAR 2012-13			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 6/30/2013		
Operating revenues:						
Sanitation revenues	\$ 2,126,145	\$ 2,293,028	\$ 2,293,028	\$ 2,109,623	92%	1
Total operating revenues	<u>2,126,145</u>	<u>2,293,028</u>	<u>2,293,028</u>	<u>2,109,623</u>	92%	
Operating expenses:						
Administrative costs	1,291,807	797,627	1,267,627	914,534	72%	
Operations and maintenance	267,104	720,688	253,688	243,549	98%	
Disposal costs	607,835	716,500	713,500	403,124	56%	
Depreciation and amortization	54,074	54,400	54,400	40,555	75%	
Total operating expenses	<u>2,220,820</u>	<u>2,289,215</u>	<u>2,289,215</u>	<u>1,601,762</u>	70%	
Operating income (loss)	<u>(94,675)</u>	<u>3,813</u>	<u>3,813</u>	<u>507,861</u>	13319%	
Nonoperating revenues (expenses):						
Interest income	1,008	-	-	873	0%	
Interest expense and fees	(5,837)	(3,813)	(3,813)	(3,085)	81%	
Total nonoperating revenues (expenses)	<u>(4,829)</u>	<u>(3,813)</u>	<u>(3,813)</u>	<u>(2,212)</u>	0%	
Income (Loss) before transfers	<u>(99,504)</u>	<u>-</u>	<u>-</u>	<u>505,649</u>	100%	
Change in net assets	<u>(99,504)</u>	<u>-</u>	<u>-</u>	<u>505,649</u>	100%	1
Total net assets, October 1	<u>962,365</u>	<u>862,861</u>	<u>862,861</u>	<u>862,861</u>		
Total net assets, September 30	<u>\$ 862,861</u>	<u>\$ 862,861</u>	<u>\$ 862,861</u>	<u>\$ 1,368,510</u>		

Note:

Collection of 41% of revenues is a result of the trash bills now being a part of the property tax bill which is mostly collected between October and March of each fiscal year.

**CHART I-CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-STORMWATER
(75% OF YEAR COMPLETED)**

	FY2011-12 ACTUAL	FISCAL YEAR 2012-13			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 6/30/2013		
Operating revenues:						
Residential Class I	\$ 285,945	\$ 250,000	\$ 250,000	\$ 139,179	56%	
Total operating revenues	<u>285,945</u>	<u>250,000</u>	<u>250,000</u>	<u>139,179</u>	56%	
Operating expenses:						
Administrative costs	161,123	141,176	173,654	137,029	79%	
Operations and maintenance	84,249	136,183	86,883	72,358	83%	
Depreciation and amortization	148,978	149,000	149,000	111,733	75%	
Total operating expenses	<u>394,350</u>	<u>426,359</u>	<u>409,537</u>	<u>321,120</u>	78%	
Operating income (loss)	<u>(108,405)</u>	<u>(176,359)</u>	<u>(159,537)</u>	<u>(181,941)</u>	114%	
Nonoperating revenues (expenses):						
Interest & other income	492	500	500	452	90%	
Interest expense and fees	(1,440)	(2,000)	(2,000)	(971)	49%	
Total nonoperating revenues (exp)	<u>(948)</u>	<u>(1,500)</u>	<u>(1,500)</u>	<u>(519)</u>	35%	
Income (Loss) before transfers	<u>(109,353)</u>	<u>(177,859)</u>	<u>(161,037)</u>	<u>(182,460)</u>	113%	
Change in net assets	<u>(109,353)</u>	<u>(177,859)</u>	<u>(161,037)</u>	<u>(182,460)</u>	113%	
Total net assets, October 1	<u>3,069,872</u>	<u>2,960,519</u>	<u>2,960,519</u>	<u>2,960,519</u>		
Total net assets, September 30	<u>\$ 2,960,519</u>	<u>\$ 2,782,660</u>	<u>\$ 2,799,482</u>	<u>\$ 2,778,059</u>		

Notes:

**CITY OF MIAMI SPRINGS
INVESTMENT SCHEDULE
Jun-13**

<u>Institution</u>	<u>Acct#</u>	<u>Principal Amount</u>
BB&T Money Market		\$ 5,519,103.00
Subtotal BB&T		\$ 5,519,103.00
SBA (Pool B)	221371	\$ 47,654.00
Reserve for loss		\$ (3,897.00)
Subtotal SBA		\$ 43,757.00
Total all investments		\$ 5,562,860.00

CASH ON HAND-OPERATING ACCOUNTS:

<i>BB&T Cash on hand-Operating Acct</i>	1,326,989.40
Total Cash on hand as of 6/30/2013	\$1,326,989.40

Total Investments and cash on hand	\$6,889,849.40
---	-----------------------

RESTRICTED CASH:

BB&T CD-LETF	\$ 700,000.00
BB&T Cash on hand	\$ 91,777.66
(Law Enforcement Trust-restricted)	\$ 791,777.66

VII) ANALYSIS OF CHARGES FOR SERVICES

Chart J-Schedule of Building & Zoning/Code Enforcement
 Comparative for the periods ending June 30, 2012 and 2013
 (50% OF YEAR COMPLETED)

Charges for Services:	YTD 6/30/13		YTD 6/30/12		
	<u>Building</u>	<u>Code Enforcement</u>	<u>Building</u>	<u>Code Enforcement</u>	
Occupational Licenses - City		\$ 93,745		\$ 66,956	
Occupational Licenses - County		9,889		10,240	
Building Permits	150,959		118,130		
Electrical Permits	40,963		23,183		
Plumbing Permits	24,544		20,833		
Roofing Permits	33,183		30,640		
Mechanical Permits	15,088		17,928		
Zoning Permits	28,670		700		
Certification of Completions	1,565		1,465		
Structural Permits	15,700		14,111		
Other Permits	173,016		83,897		
Reoccupancy Inspection	16,350		9,800		
Code Enforcement tickets		21,175		12,500	
Total Fees Collected	500,036	124,809	320,687	89,696	
Expenditures:					
Personnel	175,078	112,890	217,682	122,510	
Inspector Costs	34,190		24,350		
Operating costs	66,819	22,940	62,891	20,964	25% of total expenses
Capital outlay			1,022		
Indirect costs from allocation	296,838		227,531		
Total expenditures	574,925	135,830	533,476	143,474	
Excess charges for services over expenditures	(74,887)	(11,021)	(212,789)	(53,778)	

The purpose of this report is to show if the charges being collected by the building & zoning /code enforcement departments are more than sufficient to cover the operating expenditures of these departments.

**Chart K-Schedule of Recreation Department Operations
 Period Ending June 30, 2013
 (75% OF YEAR COMPLETED)**

	Administrative	Pool	Tennis	Maintenance	YTD as of 6/30/2013	YTD as of 6/30/2012
Charges for Services:						
After School Care	33,995			-	33,995	33,501
Water Polo/Aquatics Teams		9,946		-	9,946	9,911
Swimming Pool Admissions	-	44,495		-	44,495	40,527
Pool rental		10,224		-	10,224	23,522
Fireworks VG	3,000			-	3,000	
Annual Daddy/Daughter Dance	3,213			-	3,213	3,263
Vending Machines	1,635			-	1,635	1,725
Fitness room membership	38,093			-	38,093	33,831
Pool memberships		3,399		-	3,399	-
Annual Turkey trot	1,210			-	1,210	1,210
Pelican Playhouse	9,182			-	9,182	6,149
Rental-recreational Facilities	14,049			-	14,049	2,725
Basketball Program	26,140			-	26,140	22,970
Jazzercise Classes	2,944			-	2,944	2,944
Summer Camp	75,775			-	75,775	118,013
Summer Camp Activity Fee	16,675			-	16,675	16,900
Gym Rental	690			-	690	-
Yoga classes	9,052			-	9,052	13,570
Other activities	1,874			-	1,874	-
Total Fees Collected	237,527	68,064	-	-	305,591	330,761
Expenditures:						
Personnel	468,524	94,820			563,344	569,828
Operating costs	358,289	58,992	23,969	73,417	514,667	528,184
Debt Service	140,551				140,551	140,551
Capital outlay	2,750	3,097		16,526	22,373	111,618
Total expenditures	970,114	156,909	23,969	89,943	1,240,935	1,350,181
Excess exp. over charges for services	\$ (732,587)	\$ (88,845)	\$ (23,969)	\$ (89,943)	\$ (935,344)	\$ (1,019,420)

Percentage of expenditures collected in fees

24.6%

24.5%

NOTES TO STATEMENTS:

VIII) OTHER FUNDS

CHART L-CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-ROAD & TRANSPORTATION
(75% OF YEAR COMPLETED)

	FY2011-12 ACTUAL	FISCAL YEAR 2012-13			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 6/30/2013		
Revenues:						
Peoples Transportation Tax	431,144	447,059	447,059	267,016	60%	
Charges for services	14,807	-	-	11,105	100%	
Misc Revenues-Interest	146	-	-	274	100%	
Total revenues	446,097	447,059	447,059	278,395	62%	
Expenditures:						
Administrative	97,846	69,493	69,493	55,744	80%	
Contractual/Professional Services	151,733	214,321	214,321	84,896	40%	
Repairs and maintenance	182,609	328,522	328,522	123,418	38%	
Operating Supplies/Road Materials	788	3,000	3,000	12,575	419%	
Capital Outlay-Machinery	36,352	2,401	2,401	600	0%	
Total expenditures	469,328	617,737	617,737	277,233	45%	
Excess (deficiency) of revenues over expenditures	(23,231)	(170,678)	(170,678)	1,162	-1%	
Other financing sources						
Transfers out	(521,153)	-	-	-	0%	
Total other financing sources	(521,153)	-	-	-	0%	
Net change in fund balance	(544,384)	(170,678)	(170,678)	1,162		
Beginning fund balance	933,965	369,581	369,581	369,581		
Ending fund balance	\$ 389,581	\$ 218,903	\$ 218,903	\$ 390,743		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-LAW ENFORCEMENT TRUST FUND
(75% OF YEAR COMPLETED)**

	FY2011-12 <u>ACTUAL</u>	FISCAL YEAR 2012-13			% OF ACTUAL VS. BUDGET	NOTES
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 6/30/13</u>		
Revenues:						
Fines and Forfeitures	78,769	-	-	9,829	100%	
Interest Income	<u>1,281</u>	<u>10,000</u>	<u>10,000</u>	-	0%	
Total revenues	<u>80,050</u>	<u>10,000</u>	<u>10,000</u>	<u>9,829</u>	96%	
Expenditures:						
Administration Expenses	85,356	102,637	105,905	49,682	47%	
Police education	1,096	20,000	20,000	1,323	7%	
Capital Outlay-Vehicles	<u>6,373</u>	<u>28,000</u>	<u>28,000</u>	<u>37,763</u>	0%	
Total expenditures	<u>92,825</u>	<u>148,637</u>	<u>151,905</u>	<u>88,768</u>	58%	
Excess (deficiency) of revenues over expenditures	<u>(12,775)</u>	<u>(138,637)</u>	<u>(141,905)</u>	<u>(79,139)</u>	56%	
Net change in fund balance	(12,775)	(138,637)	(141,905)	(79,139)		
Beginning fund balance	<u>887,499</u>	<u>874,724</u>	<u>874,724</u>	<u>874,724</u>		
Ending fund balance	<u>\$ 874,724</u>	<u>\$ 736,087</u>	<u>\$ 732,819</u>	<u>\$ 795,585</u>		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-CAPITAL FUND
(75% OF YEAR COMPLETED)**

	FY2011-12 ACTUAL	FISCAL YEAR 2012-13			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 6/30/2013		
Revenues:						
Intergovernmental	\$ 97,257	\$ -	\$ -	\$ 14,952	100%	
Interest and Other Income	161,770	-	-	-	0%	
Total revenues	259,027	-	-	14,952	100%	
Expenditures:						
General government	70,311	-	-	-	0%	
Capital Outlay	236,870	-	74,200	136,747	184%	
Total expenditures	307,181	-	74,200	136,747	184%	
Excess (deficiency) of revenues over expenditures	(48,154)	-	(74,200)	(121,795)	0%	
Other financing sources						
Transfers in	19,674	-	-	-	0%	
Total other financing sources	19,674	-	-	-	0%	
Net change in fund balance	(28,480)	-	(74,200)	(121,795)	0%	
Beginning fund balance	168,801	140,321	140,321	140,321		
Ending fund balance	140,321	140,321	66,121	\$ 18,526		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS
ACTUAL VS BUDGET REPORT-DEBT SERVICE FUND
(75% OF YEAR COMPLETED)**

	FY2011-12 <u>ACTUAL</u>	FISCAL YEAR 2012-13			NOTES
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 6/30/2013</u>	
Revenues:					
Property Taxes	\$ -	\$ -	\$ -	\$ -	0%
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%
Expenditures:					
Principal Payments	428,297		439,651	409,440	93%
Interest Payments	140,282		129,827	87,663	68%
Administrative	-	-	-	-	0%
Total expenditures	<u>568,579</u>	<u>-</u>	<u>569,478</u>	<u>497,103</u>	87%
Excess (deficiency) of revenues over expenditures	<u>(568,579)</u>	<u>-</u>	<u>(569,478)</u>	<u>(497,103)</u>	87%
Other financing sources					
Transfers in	<u>519,478</u>	<u>569,478</u>	<u>569,478</u>	<u>427,109</u>	75%
Total other financing sources	<u>519,478</u>	<u>569,478</u>	<u>569,478</u>	<u>427,109</u>	75%
Net change in fund balance	<u>(49,101)</u>	<u>569,478</u>	<u>-</u>	<u>(69,994)</u>	100%
Beginning fund balance	<u>111,517</u>	<u>62,416</u>	<u>62,416</u>	<u>62,416</u>	
Ending fund balance	<u>62,416</u>	<u>631,894</u>	<u>62,416</u>	<u>\$ (7,578)</u>	100%

**CITY OF MIAMI SPRINGS
PROPOSED GENERAL FUND BALANCE DESIGNATIONS
PROJECTED FISCAL YEAR 2011-2012**

<u>DESIGNATION</u>	<u>Balance 9/30/2011</u>	<u>FY2011-12</u>		<u>Balance 9/30/2012</u>
		<u>Additions</u>	<u>Reductions</u>	
Parks and Recreation:				
Gymnasium/Recreation building	\$ 53,636	-	53,636	\$ -
Total Recreation Designations	53,636	-	53,636	-
Senior Center:				
Senior Center Building	180,000	-	99,935	80,065
Senior Center Van	-	-	-	-
Total Senior Center Designations	180,000	-	99,935	80,065
Downtown Revitalization	136,735	-	18,500	118,235
Contingency-Hurricane Costs	500,000	-	-	500,000
Pool improvements	260,133	-	-	260,133
Total proposed designations	\$ 1,130,504	\$ -	\$ 172,071	\$ 958,433
Encumbrances appropriated FY2012	\$ 273,274	\$ -	-	\$ 273,274
Total Available Fund Balance	4,903,778	-	172,071	4,731,707
Unrestricted, Undesignated fund Balance	3,500,000			3,500,000
				25% of FY11-12 Budgeted expenditures..... \$ 3,500,000
				Excess(deficit) funds available for designation \$ -

CITY OF MIAMI SPRINGS



Finance Department
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TO: The Honorable Mayor Xavier Garcia and Members of the City Council
VIA: Ron Gorland, City Manager
FR: William Alonso, CPA, CGFO, Finance Director
DATE: July 31,, 2013
SUBJECT: Golf Course (UNAUDITED) Financials for the quarter ending June 30, 2013.

Attached hereto are the unaudited financial reports for the Golf Course Fund for the quarter ending June 30, 2013. As in the past, the report is divided into three sections as follows: 1) Section A is a comparative profit and loss statement for the quarters ending June 30th for fiscal years 2013, 2012, and 2011. 2) Section B is a fiscal year-to-date actual to budget comparison for FY2013. 3) Section C is the FY 2013 year-to-date rounds report.

Key Financial Indicators

The following are key year-to-date indicators from pages A-1, A-2, and C-1 of the attached report.

	<u>Ending</u> <u>6/30/2013</u>	<u>Ending</u> <u>6/30/2012</u>	<u>% Change</u> <u>From 6/30/12</u>	<u>Ending</u> <u>6/30/2011</u>	<u>% Change</u> <u>From 6/30/11</u>
<u>Golf Operations:</u>					
Total Revenues	791,196	881,795	-10.3%	828,399	-4.5%
Operating Profit (Loss)	(309,170)	(133,657)	131.3%	(234,583)	31.8%
Profit(Loss)including non-golf costs	(325,397)	(149,701)	117.4%	(252,347)	28.9%
Pro Shop Costs	413,669	416,471	-0.7%	391,079	5.8%
Maintenance Costs	683,263	584,827	16.8%	572,954	19.3%
Total Rounds Played	24,921	28,429	-12.3%	26,875	-7.3%
Total Greens Revenues	639,147	717,628	-10.9%	660,940	-3.3%
Average per Round	25.65	25.24	1.6%	24.59	4.3%
Memberships Sold	42,845	48,150	-11.0%	64,690	-33.8%
Driving Range revenues	75,586	80,945	-6.6%	75,556	0.0%

Key Financial Indicators (continued)

As you can see from this matrix, the golf revenues decreased for the first nine months of FY2013 by approximately \$90,000 from the prior year. Total YTD revenues are down 10.3% from last year, rounds have decreased by 12.3%, driving range revenues are also down 6.6%, and memberships sold are still lagging behind and have dropped almost 11% from last year. The condition of the course has definitely had a negative effect on play at the course and the needs are being addressed as can be seen by Council's appropriation of almost \$161,000 to be spent on improving course conditions..

I have also included in this matrix the indicators for the nine months ended June 30, 2011. As you can see from this matrix, greens revenues are down 4.5% from FY2011, driving range revenues are about the same, and our average per round is up 4.3% from FY2011.

On the cost side, YTD maintenance costs are up 16.8% from last year. This increase is due to the additional funding approved by Council to address course conditions. Pro shop costs are down 0.7% from last year. The operating loss is \$309,170 compared to a loss of \$133,657 last year.

The total bottom line YTD loss is \$325,397 compared to a loss of \$149,701 last year and a loss of \$252,347 for the same period of FY2011. **The bottom line YTD loss of \$325,397 means that a subsidy would be required from the General Fund for the fiscal year just ended.**

Page A-1 is a comparative profit and loss for the nine months ended 6/30/13, 6/30/12, and 6/30/11.

Page A-2 is a comparative profit and loss for nine months ended 6/30/13, 6/30/12, and 6/30/11 for the pro shop operation only. The total YTD loss for the current year is \$309,170 compared to losses of \$133,909 as of 6/30/2012 and \$231,394 as of 6/30/2011.

Page B-1 provides an actual to budget comparison for the current fiscal year.

Page C-1 is an analysis of rounds played for the first nine months of the fiscal year and shows a 12.3% decrease in rounds played and a corresponding 10.9% decrease in greens revenues. We have a total of 24,921 rounds played in the period compared to 28,429 for first nine months of FY2012.

**CITY OF MIAMI SPRINGS, FLORIDA
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS
FOR THE PERIOD ENDING:**

	<u>6/30/2013</u>	<u>6/30/2012</u>	<u>6/30/2011</u>
TOTAL PRO-SHOP AND GOLF COURSE- REVENUES	<u>791,916</u>	<u>881,795</u>	<u>828,399</u>
TOTAL PERSONNEL SERVICES	214,833	202,549	208,515
TOTAL OPERATING EXPENDITURES	<u>872,099</u>	<u>799,001</u>	<u>755,770</u>
TOTAL MANAGEMENT OPERATING EXPENDITURES	<u>1,086,932</u>	<u>1,001,550</u>	<u>964,285</u>
NET MANAGEMENT EXCESS OF EXP. OVER REV.	<u>(295,016)</u>	<u>(119,755)</u>	<u>(135,886)</u>

OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE GOLF COURSE:

ADMINISTRATIVE EXPENSES	16,757	16,044	17,764
IMPROVEMENTS O/T BUILDINGS - ADMIN.	-	-	3,441
DEBT SERVICE PAYMENT-MAINTENANCE	14,154	14,154	46,147
MACHINERY & EQUIPMENT-MAINTENANCE	-	-	49,361
TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP	<u>30,911</u>	<u>30,198</u>	<u>116,713</u>
EXCESS EXPENDITURES OVER REVENUES	<u>\$ (325,927)</u>	<u>\$ (149,701)</u>	<u>\$ (252,347)</u>

**CITY OF MIAMI SPRINGS, FLORIDA
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS
FOR THE PERIOD ENDING:**

	<u>6/30/2013</u>	<u>6/30/2012</u>	<u>6/30/2011</u>
REVENUES			
GREEN FEES	\$ 571,106	\$ 642,206	\$ 611,384
MEMBERSHIPS	29,248	32,906	43,571
CART REVENUES	68,041	75,422	49,566
RANGE FEES	75,586	80,945	75,566
GOLF - OTHER REVENUES	5,987	8,904	15,457
MERCHANDISE SALES	41,948	41,412	32,875
TOTAL PRO SHOP REVENUES	<u>791,916</u>	<u>881,795</u>	<u>828,399</u>
PERSONNEL EXPENSES			
REGULAR SALARIES	74,539	84,117	81,991
PART TIME SALARIES	106,299	84,929	94,533
OVERTIME	640	-	46
FICA TAXES	13,883	12,932	14,186
PENSION	7,596	9,484	8,482
MEDICAL INSURANCE	7,493	9,539	7,315
WORKER'S COMPENSATION	4,383	1,296	1,710
TOTAL PERSONNEL SERVICES	<u>214,833</u>	<u>202,549</u>	<u>208,515</u>
OPERATING EXPENSES			
CONTRACTUAL SERVICES	11,821	7,353	9,406
RENTALS AND LEASES	49,641	49,437	47,330
REPAIRS AND MAINTENANCE	14,525	3,693	7,719
PRINTING AND BINDING	5,620	2,962	3,250
PROMOTIONS & ADVERTISING	13,212	31,300	16,623
OTHER CHARGES - BANK & CREDIT CARD CHARGES	24,582	32,401	26,847
OPERATING SUPPLIES	6,018	7,109	4,972
UTILITY SERVICES-ELECTRICITY	20,972	22,527	19,226
UTILITY SERVICES-WATER	384	352	418
LIABILITY INSURANCE	8,208	8,872	9,594
TELECOMMUNICATIONS	7,388	11,331	7,051
MERCHANDISE	25,956	25,109	23,672
DRIVING RANGE	5,860	8,952	4,841
OFFICE SUPPLIES	3,256	1,819	1,016
DUES AND MEMBERSHIPS	150	957	851
TRAVEL AND PER DIEM	1,243		
MAINTENANCE (Department Total)	673,263	584,827	572,954
TOTAL OPERATING EXPENDITURES	<u>872,099</u>	<u>799,001</u>	<u>755,770</u>
TOTAL PRO SHOP OPERATION EXPENDITURES	<u>1,086,932</u>	<u>1,001,550</u>	<u>964,285</u>
OPERATING PROFIT (LOSS) BEFORE OTHER COSTS	<u>(295,016)</u>	<u>(119,755)</u>	<u>(135,886)</u>
OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP			
DEBT SERVICE PAYMENT-MAINTENANCE	14,154	14,154	46,147
IMPROVEMENT O/T BUILDINGS - MAINTENANCE	-	-	49,361
TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP	<u>14,154</u>	<u>14,154</u>	<u>95,508</u>
NET PROFIT (LOSS)	<u>\$ (309,170)</u>	<u>\$ (133,909)</u>	<u>\$ (231,394)</u>

**CITY OF MIAMI SPRINGS, FLORIDA
GOLF COURSE
ACTUAL VS ACTUAL- MAINTENANCE EXPENSES
FOR THE PERIOD ENDING:**

MAINTENANCE

	<u>6/30/2013</u>	<u>6/30/2012</u>	<u>6/30/2011</u>
PERSONAL SERVICES			
REGULAR SALARIES	\$ 50,817	\$ 48,580	\$ 48,355
PAYROLL TAXES	3,887	3,716	3,699
PENSION	6,229	5,479	5,109
MEDICAL INSURANCE	4,825	4,800	4,628
UNEMPLOYMENT COMPENSATION	-		6,358
WORKER'S COMPENSATION	1,332	774	1,044
TOTAL PERSONAL SERVICES	<u>67,090</u>	<u>63,349</u>	<u>69,193</u>
OPERATING EXPENSES			
PROFESSIONAL SERVICES	51,234	-	82
CONTRACTUAL SERVICES	287,159	286,870	249,396
REPAIRS AND MAINTENANCE	49,380	36,444	40,438
UTILITY SERVICES-ELECTRICITY	23,397	23,908	22,533
UTILITY SERVICES-WATER	7,601	6,328	4,054
OPERATING SUPPLIES	151,342	124,955	141,303
FUEL, OILS, LUBRICANTS	21,965	28,494	28,959
LIABILITY INSURANCE	6,318	6,345	7,344
TELECOMMUNICATIONS	383	454	480
UNIFORMS	-	911	828
RENTALS AND LEASES	7,394	6,769	8,344
TOTAL OPERATING EXPENSES :	<u>606,173</u>	<u>521,478</u>	<u>503,761</u>
MACHINERY AND EQUIPMENT	-	-	49,361
TOTAL CAPITAL OUTLAY :	<u>-</u>	<u>-</u>	<u>49,361</u>
PRINCIPAL PAYMENTS	14,154	14,154	46,147
INTEREST	-	-	-
TOTAL DEBT SERVICE	<u>14,154</u>	<u>14,154</u>	<u>46,147</u>
TOTAL MAINTENANCE	<u>\$ 687,417</u>	<u>\$ 598,981</u>	<u>\$ 668,462</u>

**CITY OF MIAMI SPRINGS, FLORIDA
GOLF COURSE
ACTUAL VS ACTUAL- ADMINISTRATION EXPENSES
FOR THE PRIOD ENDING:**

ADMINISTRATION

	<u>6/30/2013</u>	<u>6/30/2012</u>	<u>6/30/2011</u>
OPERATING EXPENSES			
PROFESSIONAL SERVICES - LEGAL	-	-	108
CONTRACTUAL SERVICES	-	-	405
UTILITY SERVICES-ELECTRICITY	6,779	7,125	6,758
REPAIRS AND MAINTENANCE	870	-	943
RISK MANAGEMENT	9,108	8,919	8,262
TOTAL OPERATING EXPENSES :	<u>16,757</u>	<u>16,044</u>	<u>17,764</u>
TOTAL ADMINISTRATION	<u>\$ 16,757</u>	<u>\$ 16,044</u>	<u>\$ 17,764</u>

**CITY OF MIAMI SPRINGS, FLORIDA
GOLF & COUNTRY CLUB
ACTUAL VERSUS BUDGET
FOR THE PERIOD ENDING 6/30/2013**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Variance Positive (Negative)</u>
TOTAL PRO-SHOP- REVENUES	<u>791,916</u>	<u>1,146,690</u>	<u>(354,774)</u>
TOTAL OPERATING EXPENDITURES	<u>1,086,932</u>	<u>1,510,846</u>	<u>423,914</u>
OPERATING PROFIT (LOSS) BEFORE CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>(295,016)</u>	<u>(364,156)</u>	<u>69,140</u>
<u>OTHER REVENUES, TRANSFERS, AND EXPENDITURES:</u>			
DEBT SERVICE PAYMENT-MAINTENANCE	<u>14,154</u>	<u>18,872</u>	<u>4,718</u>
TOTAL CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>14,154</u>	<u>40,672</u>	<u>26,518</u>
OPERATING PROFIT (LOSS) BEFORE NON-OPERATING COSTS	<u>(309,170)</u>	<u>(404,828)</u>	<u>95,658</u>
<u>NON-OPERATING COSTS:</u>			
CITY ADMINISTRATIVE EXPENSES	<u>16,757</u>	<u>22,317</u>	<u>5,560</u>
TOTAL OTHER NON-OPERATING COSTS	<u>16,757</u>	<u>22,317</u>	<u>5,560</u>
OPERATING PROFIT (LOSS)	<u>\$ (325,927)</u>	<u>\$ (427,145)</u>	<u>\$ 101,218</u>

**CITY OF MIAMI SPRINGS, FLORIDA
ACTUAL VS BUDGET-PRO SHOP OPERATIONS
FOR THE PERIOD ENDING 6/30/2013**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>Variance Positive (Negative)</u>
REVENUES			
GREEN FEES	\$ 571,106	\$ 848,094	\$ (276,988)
MEMBERSHIPS	29,248	45,535	(16,287)
CART REVENUES	68,041	82,236	(14,195)
RANGE FEES	75,586	100,874	(25,288)
GOLF - OTHER REVENUES	5,987	12,103	(6,116)
MERCHANDISE SALES	<u>41,948</u>	<u>57,848</u>	<u>(15,900)</u>
TOTAL PRO SHOP REVENUES	<u>791,916</u>	<u>1,146,690</u>	<u>(354,774)</u>
PERSONNEL EXPENSES			
REGULAR SALARIES	74,539	105,107	30,568
PART TIME SALARIES	106,299	119,320	13,021
OVERTIME	640	-	(640)
FICA TAXES	13,883	16,258	2,375
PENSION	7,596	12,319	4,723
MEDICAL INSURANCE	7,493	12,414	4,921
WORKER'S COMPENSATION	<u>4,383</u>	<u>5,841</u>	<u>1,458</u>
TOTAL PERSONNEL SERVICES	<u>214,833</u>	<u>271,259</u>	<u>56,426</u>
OPERATING EXPENSES			
CONTRACTUAL & PROFESSIONAL SERVICES	11,821	21,201	9,380
RENTALS AND LEASES	49,641	64,428	14,787
REPAIRS AND MAINTENANCE	14,525	11,000	(3,525)
PRINTING AND BINDING	5,620	5,250	(370)
PROMOTIONS & ADVERTISING	13,212	34,650	21,438
OTHER CHARGES - BANK & CREDIT CARD CHARGES	24,582	37,200	12,618
OPERATING SUPPLIES	6,018	7,800	1,782
UTILITY SERVICES-ELECTRICITY	20,972	27,710	6,738
UTILITY SERVICES-WATER	384	484	100
LIABILITY INSURANCE	8,208	10,944	2,736
TELECOMMUNICATIONS	7,388	4,003	(3,385)
MERCHANDISE	25,956	32,500	6,544
DRIVING RANGE	5,860	8,000	2,140
OFFICE SUPPLIES	3,256	3,639	383
DUES AND MEMBERSHIPS	150	610	460
TRAVEL AND PER DIEM	1,243	-	(1,243)
MAINTENANCE (Department Total)	<u>673,263</u>	<u>970,168</u>	<u>296,905</u>
TOTAL OPERATING EXPENDITURES	<u>872,099</u>	<u>1,239,587</u>	<u>367,488</u>
TOTAL PRO SHOP OPERATION EXPENDITURES	<u>1,086,932</u>	<u>1,510,846</u>	<u>423,914</u>
OPERATING PROFIT (LOSS) BEFORE OTHER COSTS	<u>(295,016)</u>	<u>(364,156)</u>	<u>69,140</u>
OTHER (REVENUES) COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP			
TRANSFERS TO DEBT SERVICE FUND	14,154	18,872	4,718
MACHINERY & EQUIPMENT-MAINTENANCE	-	21,800	21,800
TOTAL OTHER (REVENUES) COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP	<u>14,154</u>	<u>40,672</u>	<u>26,618</u>
NET PROFIT (LOSS)	<u>\$ (309,170)</u>	<u>\$ (404,828)</u>	<u>\$ 95,658</u>

**CITY OF MIAMI SPRINGS, FLORIDA
GOLF COURSE
ACTUAL VS BUDGET- MAINTENANCE EXPENSES
FOR THE PERIOD ENDING 6/30/2013**

<u>MAINTENANCE</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>Variance Positive (Negative)</u>
PERSONAL SERVICES			
REGULAR SALARIES	\$ 50,817	\$ 68,472	\$ 17,655
PAYROLL TAXES	3,887	4,783	896
PENSION	6,229	8,025	1,796
MEDICAL INSURANCE	4,825	6,249	1,424
WORKER'S COMPENSATION	1,332	1,782	450
TOTAL PERSONAL SERVICES	<u>67,090</u>	<u>89,311</u>	<u>22,221</u>
OPERATING EXPENSES			
PROFESSIONAL SERVICES	51,234	114,035	62,801
CONTRACTUAL SERVICES	287,159	369,280	82,121
REPAIRS AND MAINTENANCE	49,380	70,184	20,804
UTILITY SERVICES-ELECTRICITY	23,397	29,729	6,332
UTILITY SERVICES-WATER	7,601	9,371	1,770
OPERATING SUPPLIES	151,342	227,736	76,394
FUEL, OILS, LUBRICANTS	21,965	35,206	13,241
TOOLS	-	-	-
LIABILITY INSURANCE	6,318	8,423	2,105
TELECOMMUNICATIONS	383	575	192
DUES AND SUBSCRIPTIONS	-	500	500
EDUCATION AND TRAINING	-	250	250
UNIFORMS	-	1,500	1,500
RENTALS AND LEASES	7,394	14,068	6,674
TOTAL OPERATING EXPENSES :	<u>606,173</u>	<u>880,857</u>	<u>274,684</u>
MACHINERY AND EQUIPMENT	<u>-</u>	<u>21,800</u>	<u>21,800</u>
TOTAL CAPITAL OUTLAY :	<u>-</u>	<u>21,800</u>	<u>21,800</u>
TRANSFERS TO DEBT SERVICE FUND	<u>14,154</u>	<u>18,872</u>	<u>4,718</u>
TOTAL DEBT SERVICE	<u>14,154</u>	<u>18,872</u>	<u>4,718</u>
TOTAL MAINTENANCE	<u>\$ 687,417</u>	<u>\$ 1,010,840</u>	<u>\$ 323,423</u>

CITY OF MIAMI SPRINGS, FLORIDA
 GOLF COURSE
 ACTUAL VS BUDGET- ADMINISTRATION EXPENSES
 FOR THE PERIOD ENDING 6/30/2013

<u>ADMINISTRATION</u>	YTD <u>ACTUAL</u>	YTD <u>BUDGET</u>	Variance Positive (Negative)
OPERATING EXPENSES			
UTILITY SERVICES-ELECTRICITY	6,779	9,537	2,758
REPAIRS AND MAINTENANCE	870	-	(870)
RISK MANAGEMENT	9,108	12,780	3,672
TOTAL OPERATING EXPENSES :	<u>16,757</u>	<u>22,317</u>	<u>5,560</u>
TOTAL ADMINISTRATION	<u>\$ 16,757</u>	<u>\$ 22,317</u>	<u>\$ 5,560</u>

CHART E

MIAMI SPRINGS GOLF & COUNTRY CLUB
ANALYSIS OF ROUNDS PLAYED
FOR THE NINE MONTHS ENDING:

GREEN & CART FEES

TYPE
RACK RATES

Weekend Non-Resident
Weekday Non-Resident
Weekend/Holiday Resident
Weekday Resident
TOTALS FOR TOP RACK RATES

**SEASONAL(A); DISCOUNT(B);
PROMOTIONAL RATES(C)**
resident Weekend > 11:00 (B)
Non resident Weekend > 11:00 (B)

Twi-Light-Weekday
Twi-Light-Weekend
Tee Time USA
Shootout (C)
Seniors Weekday
Super Twilight after 4
Group Rate Weekend (B)
Spectator
Prime Timers (C)
Teacher, Police, Fire
Men's Golf Assoc.(A)
GolfNow
Junior
Junior with Parent
Weekend All Day
Weekday resident cart Fee
PGA Member
Can-Am Golf (B)
Weekday Resident Walking
Tax Exempt Tournament
Replay 9 Holes

**TOTALS FOR OTHER DISCOUNTED
RACK RATES**

TOTALS FOR ALL RACK RATES

Membership Activity:

Member 18 Hole cart
9-Hole Member Cart Rate
Trail Fee
Membership pro-rated income
Member walk

TOTALS FOR ALL MEMBER ROUNDS

TOTALS FOR ALL PAID ROUNDS THRU 12/31/09

Employee Rounds
Comp rounds

	6/30/2013					6/30/2012		
	Number	%	Revenues	%	Avg Per Round	Number	Revenues	Avg Per Round
Weekend Non-Resident	1,048	4.2%	50,863	7.8%	48.53	1,363	66,029	48.44
Weekday Non-Resident	652	2.6%	24,316	3.7%	37.29	993	37,732	38.00
Weekend/Holiday Resident	1,725	6.9%	74,469	11.4%	43.17	901	38,014	42.19
Weekday Resident	389	1.6%	9,087	1.4%	23.36	433	10,442	24.12
TOTALS FOR TOP RACK RATES	3,814	15.3%	\$ 158,735	24.3%	\$ 41.62	3,690	\$ 152,217	\$ 41.25
resident Weekend > 11:00 (B)	536	2.2%	19,220	2.9%	35.86	698	25,235	36.15
Non resident Weekend > 11:00 (B)	473	1.9%	18,520	2.8%	39.15	595	23,224	39.03
Twi-Light-Weekday	616	2.5%	18,560	2.8%	30.13	1,253	37,898	30.25
Twi-Light-Weekend	1,758	7.1%	56,813	8.7%	32.32	2,103	67,990	32.33
Tee Time USA	2	0.0%	43	0.0%	21.50	2	73	36.50
Shootout (C)	426	1.7%	10,536	1.6%	24.73	578	14,705	25.44
Seniors Weekday	7,023	28.2%	187,123	28.6%	26.64	6,797	229,913	26.14
Super Twilight after 4	842	3.4%	15,737	2.4%	18.69	577	10,784	18.689775
Group Rate Weekend (B)		0.0%		0.0%	-	1,053	45,944	43.63
Spectator	61	0.2%	1,137	0.2%	18.64	30	540	18.00
Prime Timers (C)	478	1.9%	10,259	1.6%	21.46	298	6,404	21.49
Teacher, Police, Fire	125	0.5%	3,205	0.5%	25.64	138	3,537	25.63
Men's Golf Assoc.(A)	30	0.1%	1,206	0.2%	40.20	182	7,637	41.96
GolfNow	1,261	5.1%	37,830	5.8%	30.00	-	-	-
Junior	114	0.5%	851	0.1%	7.46	91	680	7.47
Junior with Parent	65	0.3%	1,199	0.2%	18.45	75	1,349	17.99
Weekend All Day	410	1.6%	13,411	2.1%	32.71	-	-	-
Weekday resident cart Fee	60	0.2%	1,402	0.2%	23.37	74	1,729	-
PGA Member	175	0.7%	3,226	0.5%	18.43	188	3,382	17.99
Can-Am Golf (B)	117	0.5%	3,445	0.5%	29.44	76	2,107	-
Weekday Resident Walking	864	3.5%	4,035	0.6%	4.67	526	2,456	-
Tax Exempt Tournament	629	2.5%	16,887	2.6%	26.85	456	12,671	27.79
Replay 9 Holes	2	0.0%	24	0.0%	12.00	17	203	-
TOTALS FOR OTHER DISCOUNTED RACK RATES	16,067	64.5%	\$ 424,669	65.0%	\$ 26.43	17,807	\$ 498,461	\$ 27.99
TOTALS FOR ALL RACK RATES	19,881	79.8%	\$ 583,404	89.3%	\$ 29.34	21,497	\$ 650,678	\$ 30.27
Member 18 Hole cart	3,497	14.0%	65,359	10.0%	18.69	3,813	71,265	18.69
9-Hole Member Cart Rate	202	0.8%	2,408	0.4%	11.92	257	3,064	11.92
Trail Fee	3	0.0%	2,325	0.4%	-	2	1,550	0
Membership pro-rated income		0.0%		0.0%	0		48,150	0
Member walk	1,338	5.4%		0.0%	0	2,860		0
TOTALS FOR ALL MEMBER ROUNDS	5,040	20.2%	\$ 70,092	10.7%	\$ 13.91	6,932	\$ 124,029	\$ 17.89
TOTALS FOR ALL PAID ROUNDS THRU 12/31/09	24,921	100.0%	\$ 653,496	100.0%	\$ 26.22	28,429	\$ 774,707	\$ 27.25
Employee Rounds	11		-			16	-	
Comp rounds	9		-			16	-	

Note:

Data from GolfTrac application with exception of Membership Pro Rated Income from HTE.



CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5014
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Agenda Item No. 11B

City Council Meeting of:
8/26/13

To: The Honorable Mayor Javier Garcia and Members of the City Council

Via: Ron Gorland, City Manager

FR: William Alonso, CPA, CGFO, Asst. City Manager/Finance Director

Date: August 21, 2013

RE: FY2013-14 Budget Update

The following is an update of the FY2013-14 budget after completion of our workshops.

It is important to note that our target increase in reserves for next year should be approx. \$300,000 since we need to cover the \$200,000 shortfall in property tax collections as we were advised by the Tax Collectors Office. We also need to add \$100,000 to our reserves at year end in order to begin the process of rebuilding them. The updated budget shows a surplus of \$190,057 at a millage of 7.6995, as can be seen in Attachment A.

Attachment A is the budget worksheet which is based on the following changes proposed by Council during the workshops:

1. The City Clerk budget will provide for the hiring of a new City Clerk and will not require the contracting of the prior Clerk on a part time basis.
2. City Clerk budget was increased by \$20,000 to be set up as a reserve for the FY2014-15 election costs.
3. City Clerk's budget has been reduced by \$3,000 by limiting the number of Board meetings to quarterly, where possible.
4. The position of Police Lieutenant, which will be vacant January 2014, will not be filled this coming budget year. This provided a cost reduction of approx. \$81K.

5. The City Council budget was reduced by \$10,000 in the City Events line item.
6. The Golf budget was approved at the amended amount which increase the budget by approx. \$276K.
7. The following reductions were made during the August 19 workshop:

City Clerk	\$2,500
Professional Services	1,200
Planning	2,100
Recreation	<u>3,200</u>
Total	\$9,000

8. To date, the budget process has not included direct consideration to potential significant needs of the pool, DERM golf course requirements, commercial redevelopment, or the \$35,000 funding request from CMI.

Attachment B is an updated listing of possible cuts, we have updated the listing to show the items that have already been accepted.

ATTACHMENT A

CITY OF MIAMI SPRINGS
BUDGET WORKSHEET
FY2013-14 PROPOSED BUDGET

FUND:		Proposed Budget Based on Current Millage FY13-14	
General Fund:		Current Millage	7.6995
		REVENUES	15,270,012
Mayor & City Council		(105,815)	-
Office of the City Manager		(349,605)	
Office of the City Clerk			
Operations	(289,089)		
Capital Outlay	<u>(2,500)</u>	(291,589)	
Office of the City Attorney		(171,000)	
Human Resource Department		(189,517)	
Finance Department		(535,490)	
Finance-Professional Services			
Operating Expenses	(269,295)		
Capital Outlay	<u>(5,000)</u>	(274,295)	
IT Department			
Operating Expenses	(327,443)		
Capital Outlay	<u>(4,065)</u>	(331,508)	-
Planning Department			
Operating Expenses	(117,447)		
Capital Outlay	<u>(11,500)</u>	(128,947)	
Police:			
Police-Operations	(5,909,237)		
Police-Capital Outlay	<u>(100,304)</u>	(6,009,541)	-
Police-Crossing Guards		(23,376)	
Building & Code Enforcement			
Operating Expenses	(603,670)		
Capital Outlay	<u>-</u>	(603,670)	
Public Works - Administration			
Operating Expenses	(359,600)		
Capital Outlay	<u>-</u>	(359,600)	
Public Works - Streets			
Operating Expenses	(463,276)		
Capital Outlay	<u>(15,000)</u>	(478,276)	
Public Works - Properties			
Operating Expenses	(589,930)		
Capital Outlay	<u>-</u>	(589,930)	
Public Works - Building Maintenance			
Operating Expenses	(219,445)		
Capital Outlay	<u>(70,000)</u>	(289,445)	
Public Works - Fleet Maintenance		(22,000)	
Recreation		(1,565,455)	
Aquatics		(265,579)	
Tennis		(20,467)	
Park Maintenance			
Maintenance Operations	(123,939)		
Maintenance Capital Outlay	<u>-</u>	(123,939)	
Golf- Admin		(21,968)	
Golf-Pro Shop		(550,147)	
Golf-Maintenance		(1,276,252)	
Maintenance Operations	(1,260,502)		
Maintenance Capital Outlay	<u>(15,750)</u>		
Transfers to other funds:			
Senior Center Fund		(139,336)	
Debt Service Fund		<u>(363,205)</u>	-
TOTAL GENERAL FUND EXPENDITURES			(15,079,955) -
SURPLUS AT CURRENT MILLAGE			190,057

ATTACHMENT **B**

CITY OF MIAMI SPRINGS FY2013-14 PROPOSED BUDGET ANALYSIS

The original City Manager's Proposed Budget for FY2014 was based on an operating millage of 6.9950 and had a deficit of \$468,472. The following is the updated budget which includes all changes proposed by Council during the first two budget workshos.

Millage
Impact
add (reduce)

The current status of the budget at a 7.6995 millage is a surplus of..... \$ 190,057

1) Annual event subsidies:

City Events	\$ 25,000	Done	(0.0290)
Stafford Golf Tournament	\$ -	Done	-
Optimist Fishing Tournament	\$ -	Done	-
Optimist BBQ	\$ -	Done	-
Police Appreciation Dinner	\$ -	Done	-
Gazette directory	\$ -	Done	-
FLA League ad	\$ -	Done	-
Misc events	\$ -	Done	-
Employee Luncheon	\$ -	Done	-
Two annual car shows	\$ -	Done	-
Rent support for historical society museum	\$ 11,000		(0.0128)
Tennis program	\$ 15,000		(0.0174)
Subsidy to Pelican Playhouse	\$ 18,000		(0.0209)
Total all annual events		\$ 69,000	

2) Eliminate all capital expenditures:
(see attachment C for details)

Planning	\$ 13,500		(0.0157)
Finance-Professional Services	\$ 5,000		(0.0058)
PW (\$70K for city hall plumbing and \$15K for circle light fixtures)	\$ 85,000		(0.0987)
Elderly Services	\$ 2,800		(0.0033)
IT	\$ 4,065		(0.0047)
City Clerk	\$ 2,500		(0.0029)
Police (vehicles)	\$ 100,304		(0.1165)
Golf Course Maintenance Equipment Lease	\$ 122,741		(0.1426)
Citywide sidewalk repairs	\$ 100,000		(0.1162)
Contingency for citywide facility emergency repairs	\$ 46,550		(0.0541)
Total all cap ex reductions		\$ 482,460	

3) Personnel Related reductions:

One year elimination of longevity payments to all General Employees(excluding PBA)	\$ 40,250	\$ 40,250	(0.0468)
Eliminate the City's contribution to dependent health care coverage for General Employees (excluding PBA)	\$ 39,926	\$ 39,926	(0.0464)
Reduce the City's contribution to dependent health care coverage for General Employees from 50% to 33%(excluding PBA)	\$ 22,417	\$ 22,417	(0.0260)
Employees to pay 5% of their health insurance costs(excluding PBA)	\$ 18,312	\$ 18,312	(0.0213)
Do not replace the position of the retiring Lieutenant	\$ 77,000	Done	
Defer hiring of City Clerk with Deputy City Clerk asssuming duties	\$ 70,000		-
Eliminate the part time position proposed for the IT Dept.	\$ 27,000	Done	-
Eliminate 4% one-time COLA for employees earning over \$50K	\$ 51,090	\$ 51,090	(0.0593)

4) Other reductions

Eliminate lobbyist	\$ 45,000	\$ 45,000	(0.0523)
reduce number of Board meetings	\$ 3,000	Done	

Use of availabe reserves (over the 25% requirement), currently approx. \$500,000 designated for Hurricane Contingency ???

ADDITIONAL INFORMATION:

Each 0.1 increase in Millage is equivalent to \$ 86,095

The Golf Course operation will require a subsidy of approx. \$708,601 for next year